

1 William B. Federman  
Admitted Pro Hac Vice  
2 FEDERMAN & SHERWOOD  
3 10205 North Pennsylvania Avenue  
Oklahoma City, OK 73120  
4 Telephone: (405) 235-1560  
Facsimile: (405) 239-2112  
5 WBF@federmanlaw.com

6 Interim Lead Counsel for Plaintiffs

7 [Additional Counsel on Signature Line]  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 IN RE: ORRICK, HERRINGTON & ) Master File No. 3:23-cv-04089-SI  
SUTCLIFFE, LLP DATA BREACH )  
12 LITIGATION ) CLASS ACTION  
)  
13 This Document Relates To: ) PLAINTIFFS' NOTICE OF MOTION FOR  
) FINAL APPROVAL OF PROPOSED CLASS  
14 All actions. ) ACTION SETTLEMENT  
)  
15 \_\_\_\_\_ ) Judge: Hon. Susan Illston  
) Date: November 8, 2024  
16 ) Time: 10:00 AM  
) Courtroom: 1 – 17<sup>th</sup> Floor  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**GREEN & NOBLIN, P.C.**  
2200 Larkspur Landing Circle, Suite 101  
Larkspur, CA 94939  
Telephone: (415) 477-6700  
Facsimile: (415) 477-6710  
Email: [gnecf@classcounsel.com](mailto:gnecf@classcounsel.com)

LIAISON COUNSEL FOR PLAINTIFFS  
AND THE CLASS

1 William B. Federman  
2 *Admitted Pro Hac Vice*  
3 FEDERMAN & SHERWOOD  
4 10205 North Pennsylvania Avenue  
5 Oklahoma City, OK 73120  
6 Telephone: (405) 235-1560  
7 Facsimile: (405) 239-2112  
8 WBF@federmanlaw.com

9 Lead Counsel for Plaintiffs and the Class

10 [Additional Counsel on Signature Line]

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13 IN RE: ORRICK, HERRINGTON &  
14 SUTCLIFFE, LLP DATA BREACH  
15 LITIGATION

) Case No. 3:23-cv-04089-SI

) CLASS ACTION

16 This Document Relates To:

) MEMORANDUM OF POINT AND  
) AUTHORITIES IN SUPPORT OF  
) PLAINTIFFS' MOTION FOR FINAL  
) APPROVAL OF CLASS ACTION  
) SETTLEMENT

17 All actions.

18 Judge: Hon. Susan Illston  
19 Date: November 8, 2024  
20 Time: 10:00 AM  
21 Courtroom: 1 – 17<sup>th</sup> Floor

22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- I. INTRODUCTION .....1
- II. BACKGROUND .....2
  - A. The Data Breach .....2
  - B. Procedural History .....3
  - C. Discovery .....3
  - D. Settlement Negotiations .....3
- III. SETTLEMENT TERMS AND BENEFITS .....5**
  - A. Proposed Settlement Class .....5
  - B. Settlement Benefits .....5
  - C. Injunctive Relief.....6
- IV. NOTICE TO THE CLASS .....7
  - A. The Court-Approved Notice Program Was Effective.....7
  - B. The Reaction of the Settlement Class .....8
  - C. The Costs of Notice and Claims Administration .....9
- V. FINAL APPROVAL IS APPROPRIATE .....9
  - A. Legal Standards.....10
  - B. The Settlement Provides a Fair, Adequate and Reasonable Result for Settlement Class Members.....11
    - 1. The Strength of Plaintiffs’ Case and the Risk, Complexity, and Likely Duration of Future Litigation, Including the Risk of Decertification.....11
    - 2. The Amount Offered in Settlement.....13
    - 3. The Extent of Discovery Completed, and the Stage of the Proceedings .....14
    - 4. The Experience and Views of Counsel.....14

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

5. Requested Award of Attorneys’ Fees and Expense Reimbursement  
Are Reasonable .....15

6. Settlement Resulted from Arm’s Length Negotiations.....16

VI. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.....16

VII. CONCLUSION.....16

**TABLE OF AUTHORITIES**

**CASES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*Beck-Ellman v. Kaz USA, Inc.*,  
 No. 3:10-CV-02134-H-DHB, 2013 WL 10102326  
 (S.D. Cal. June 11, 2013).....14

*Bellinghausen v. Tractor Supply Co.*,  
 306 F.R.D. 245 (N.D. Cal. 2015) .....13

*Bostick v. Herbalife Int. of Am., Inc.*,  
 No. 2:13-cv-02488, 2015 WL 12731932 (C.D. Cal. May 14, 2015).....9, 13

*Capps v. Law Offices of Peter W. Singer*,  
 No. 15-cv-02410-BAS(NLS), 2016 WL 6833937  
 (S.D. Cal. Nov. 21, 2016) .....13

*Carter v. Vivendi Ticketing US LLC*,  
 No. SACV2201981CJCDFMX, 2023 WL 8153712 (C.D. Cal. Oct. 30, 2023).....8

*Cervantez v. Celestica Corp.*,  
 No. EDCV 07-729-VAP, 2010 WL 2712267 (C.D. Cal. July 6, 2010) .....14

*Churchill Vill., L.L.C. v. GE*,  
 361 F.3d 566 (9th Cir. 2004) .....10

*Class Plaintiffs v. City of Seattle*,  
 955 F.2d 1268 (9th Cir. 1992) .....10

*Corona v. Sony Pictures Entmt., Inc.*,  
 No. 2:14-cv-9600 (C.D. Cal.) .....8

*Grant v. Capital Mgmt. Servs., L.P.*,  
 No. 10-CV-WQH BGS, 2014 WL 888665 (S.D. Cal. Mar. 5, 2014) .....12

1 *Hart v. Colvin,*  
 2           No. 15-cv-00623-JST, 2016 WL 6611002 (N.D. Cal. Nov. 9, 2016) .....10  
 3 *In re Anthem, Inc. Data Breach Litig.,*  
 4           No. 5:15-MD-02617-LHK (N.D. Cal.) ..... 8, 13  
 5 *In re Austrian & German Bank Holocaust Litig.,*  
 6           80 F. Supp. 2d 164 (S.D.N.Y. 2000) .....12  
 7 *In re Brinker Data Incident Litig.,*  
 8           No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508  
 9           (M.D. Fla. Apr. 14, 2021) ..... 15  
 10 *In re Home Depot, Inc. Customer Data Sec. Breach Litig.,*  
 11           No. 1:14-md-02583-TWT (N.D. Ga. 2016) .....13, 15  
 12 *In re Solara Medical Supplies Data Breach Litig.,*  
 13           Case No. 3:19-cv-02284-H-KSC (S.D. Cal.) .....15  
 14 *In re Sonic Corp. Customer Data Breach Litig.,*  
 15           No. 1:17-md-02807-JSG (N.D. Ohio) ..... 15  
 16 *In re Sunrise Sec. Litig.,*  
 17           131 F.R.D. 450 (E.D. Pa. 1990) .....12  
 18 *In re Target Corp. Customer Data Sec. Breach Litig.,*  
 19           No. 0:14-md-02522-PAM (D. Minn. 2015) .....13  
 20 *Koenig v. Lime Crime, Inc.,*  
 21           No. 2:16-CV-00503-PSG (C.D. Cal.) .....8  
 22 *Mahoney v. TT of Pine Ridge, Inc.,*  
 23           No. 17-80029-CIV-MIDDLEBROOKS, 2017 WL 9472860  
 24           (S.D. Fla. Nov. 20, 2017) .....13  
 25  
 26  
 27  
 28





1 **I. INTRODUCTION<sup>1</sup>**

2 Following almost a year of hard-fought litigation, including two days of strenuous  
3 mediation sessions with mediator Antonio Piazza, and months of subsequent settlement  
4 discussions, the Parties<sup>2</sup> reached a proposed Settlement. The Settlement was achieved only after  
5 the Parties thoroughly researched the issues in this case, engaged in substantial informal discovery,  
6 briefed and discussed the legal and factual issues in this case, and presented arguments multiple  
7 times to the mediator. Though much of this case was litigated outside of the courtroom, this case  
8 was thoroughly litigated and the Settlement is the result of an arms'-length negotiation.

9 The Settlement provides an exceptional result for the Class in the form of two components:  
10 (1) a \$8,000,000.00 non-reversionary cash Settlement Fund, and (2) substantial and meaningful  
11 injunctive relief. From the Settlement Fund, Settlement Class Members who submit a valid Claim  
12 Form will be entitled to a cash payment of up to \$2,500.00 for out-of-pocket expenses, \$7,500.00  
13 for extraordinary losses, \$125.00 for lost time, or, in the alternative, a \$75.00 cash payment. The  
14 Settlement structure is exceptionally favorable since the Settlement here allows Class Members to  
15 receive the alternative cash payment *without* requiring Class Members to identify or prove any  
16 specific harm, lost time, or out-of-pocket losses. Finally, California residents may submit an  
17 additional claim of \$150.00 for their CCPA claim. The injunctive relief component is also highly  
18 beneficial to the Settlement Class as it requires Orrick, Herrington & Sutcliffe, LLP ("Orrick") to  
19 implement and maintain meaningful data security enhancements to help protect Settlement Class  
20 Members from any future data breach at Orrick.

21 The Settlement involves a multi-pronged notice program and user-friendly Claims process,  
22 which have been, and are being, implemented by the Settlement Administrator. The Court-

23

---

24 <sup>1</sup> Orrick does not oppose the relief sought by this Motion for Final Approval (the "Motion") and  
25 agrees that the Court should grant the Motion. By not opposing this relief, Orrick does not concede  
26 the factual basis for any claim and denies liability. The language in this Motion, including the  
description of proceedings, as well as legal and factual arguments, is Plaintiffs', and Orrick may  
disagree with certain of those characterizations and descriptions.

27 <sup>2</sup> Capitalized terms shall have the same meaning as set forth in the Agreement, unless otherwise  
28 noted.

1 approved notice program provided for notice by mail and email, in addition to the creation of a  
2 Settlement Website. Ultimately, the Settlement Administrator emailed notices to 713 Class  
3 Members' last known email addresses. *See* Declaration of Vanessa Santacruz ("Santacruz Decl."),  
4 ¶¶ 11–12. The Settlement Administrator mailed notice to the remaining 622,035 Class Members.  
5 *Id.* at ¶¶ 9–10. The Settlement Administrator reasonably opines that the notice reached over 94%  
6 of the Class. *Id.* at ¶ 13.

7 The deadline to submit objections to the settlement or opt-out of the settlement was  
8 September 30, 2024. The reaction from Class Members has been overwhelmingly positive and  
9 strongly supports final approval. By submitting claim forms, 15,022 Class Members have already  
10 affirmatively voted "yes" to this Settlement, while only 19 have opted out and only one informally  
11 objected. *Id.* at ¶¶ 16–18.

12 On May 31, 2024, this Court entered an Order Conditionally Certifying a Settlement Class,  
13 Granting Preliminary Approval of the Class Action Settlement, Appointing Class Representatives  
14 and Counsel, Approving Class Notice, and Scheduling a Final Approval Hearing. *See* ECF No.  
15 67 ("Preliminary Approval Order"). The Court found that the Settlement "is fair, reasonable, and  
16 adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the  
17 Settlement Class." *Id.* at 3.

18 Considering the valuable benefits conveyed to members of the Settlement Class, and the  
19 significant risks faced through continued litigation, the Settlement is "fair, reasonable, and  
20 adequate," and merits final approval. Fed. R. Civ. P. 23(e)(2).

## 21 **II. BACKGROUND**

### 22 **A. The Data Breach**

23 This consolidated lawsuit arises from the alleged compromise of Plaintiffs' and the Class  
24 Members' PII due to a breach of Orrick's network. On or around March 13, 2023, Orrick detected  
25 third-party criminal activity on its network (the "Data Breach"). Upon further investigation of the  
26 matter, Orrick determined that the third-party gained unauthorized access to its network between  
27 November 19, 2022 and March 13, 2023. Ultimately, 638,023 individuals were notified that their  
28

1 Personal Identifiable Information (“PII”) was potentially accessed and exfiltrated in the Data  
2 Breach.

3 **B. Procedural History**

4 On August 11, 2023, Plaintiff Dennis R. Werley filed the first complaint against Orrick in  
5 this Court for claims arising from the Data Breach. (ECF No. 1); *See* Declaration of William B.  
6 Federman (“Federman Decl.”), ¶¶ 3–4. Subsequent related complaints were filed, and on  
7 December 19, 2023 the Court entered an order consolidating the related actions and appointing  
8 William B. Federman of Federman & Sherwood as Interim Lead Class Counsel (ECF No. 49);  
9 Federman Decl., ¶¶ 5–6. On January 5, 2024, Plaintiffs filed the Consolidated Class Action  
10 Complaint (ECF No. 53).

11 During this time, the Parties were engaging in multiple days of mediation discussions with  
12 mediator Antonio Piazza and conducted meaningful informal discovery. Federman Decl., ¶¶ 12–  
13 26. The Parties also continued to pursue this action by vetting additional plaintiffs, conducting a  
14 Rule 26(f) conference and drafting and filing case management statements, developing and filing  
15 a consolidated complaint, and researching and briefing the legal issues in this case. *Id.* at ¶¶ 19–  
16 20. On eve of the Parties’ initial scheduling conference, December 14, 2023, the Parties came to a  
17 settlement agreement and promptly notified the Court. (ECF No. 50).

18 **C. Discovery**

19 The Parties engaged in extensive informal discovery for months. Federman Decl., ¶¶ 8–9.  
20 Plaintiffs received and reviewed hundreds of pages of documents and information directly from  
21 Defendant, regarding the Data Breach. *Id.* at ¶ 9. Based on this information, Plaintiffs were able to  
22 engage in meaningful settlement discussions and investigate their claims.

23 **D. Settlement Negotiations**

24 The Parties engaged in extensive settlement discussions before reaching the Settlement.

25 Before the Parties engaged in any settlement discussions, Plaintiffs sent Defendant  
26 numerous informal discovery requests. *Id.* at ¶¶ 8–9. Plaintiffs reviewed this information, gaining  
27 an in-depth understanding of the Data Breach and the strength of Plaintiffs’ claims. *Id.* at ¶ 10. On  
28

1 September 29, 2023, Plaintiffs served their first confidential settlement demand on Orrick. *Id.* at  
2 ¶ 12.

3 In preparation for mediation, Plaintiffs spent multiple days researching and briefing the  
4 legal and factual issues in this case. *Id.* at ¶ 13. Plaintiffs consolidated their research and  
5 information into a thorough mediation statement. *Id.* at ¶ 16. On October 16, 2023, the Parties met  
6 with mediator Antonio Piazza for a full day of mediation that lasted over 10 hours. *Id.* at ¶ 17. The  
7 Parties discussed factual and liability issues, the state of the law, potential damages, and the  
8 Plaintiffs' ability to certify the class. *Id.* Lead Class Counsel spent many hours with Mr. Piazza,  
9 informing him of the strengths of Plaintiffs' and the Class Members' claims and discussing with him  
10 the relevant case law. *Id.* Mr. Piazza noted Lead Class Counsel's substantial knowledge and  
11 understanding of the data breach field and challenged the assertions made, similar to what would  
12 take place during litigation in this case. *Id.* Both parties argued complex areas of fact and law with  
13 each other and with the mediator. *Id.* Ultimately, although some progress was made, the day did  
14 not result in a settlement as both Parties zealously advocated for their respective client(s) and did  
15 not agree on a damages model nor the ability of Plaintiffs to succeed in the litigation. *Id.*

16 Although the first mediation session did not result in a resolution of the case, the mediator  
17 believed that sufficient progress was made to warrant a second mediation session. *Id.* at ¶ 22. Between  
18 the two mediation sessions, the mediator continued to work with both sides and requested additional  
19 information including case law and comparable resolutions. *Id.* at ¶ 18. Based on the discussions from  
20 the prior mediation, Lead Class Counsel spent time conducting research on the matters at issue and  
21 provided Mr. Piazza with multiple memorandums on Plaintiffs' damages, the legal implications of  
22 CCPA claims, and Defendant's duties and liability under relevant law. *Id.* In early December, other  
23 law firms filed the Related Actions. *Id.* at ¶ 21. Lead Class Counsel was well entrenched in litigation  
24 before the additional cases were filed. Lead Class Counsel took immediate steps to consolidate these  
25 actions and work with the other law firms to avoid unnecessary delay and duplication of efforts  
26 and litigation expenses. *Id.*

27 Mr. Piazza, after receiving additional information from the Parties, had separate follow up  
28 discussions with the Parties and invited the Parties back to mediation on December 14, 2023. *Id.* at

¶ 22. After several more hours of mediation, the parties reached an agreement in principle to a substantial cash Settlement Fund of \$8,000,000.00 with additional meaningful remedial measures (including enhanced security infrastructure and managed detection and response). *Id.* at ¶¶ 24–26.

On April 10, 2024, after additional negotiations the Settlement Agreement was finalized and executed. *See* ECF No. 58-1.

### III. SETTLEMENT TERMS AND BENEFITS

The Settlement confers valuable benefits on the Settlement Class. First, all Settlement Class Members who submit a claim are eligible to receive a cash payment from the \$8,000,000.00 non-reversionary Settlement Fund. Second, significant remedial measures that Orrick has and will enact because of this litigation will benefit all Settlement Class Members, regardless of whether they submit a claim. The Settlement benefits could not have been obtained without this litigation.

#### A. Proposed Settlement Class

The Court’s Preliminary Approval Order preliminarily certified a Settlement Class, consisting of the approximately 638,023 residents of the United States who were sent notice that their personal information was accessed, stolen, or compromised because of the Data Breach, including the California Subclass. The Settlement Class specifically excludes: (i) Orrick, any Entity in which Orrick has a controlling interest, and Orrick’s partners, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. *See* ECF No. 67, at p. 2.

#### B. Settlement Benefits

\$8,000,000.00 will be deposited into a non-reversionary Settlement Fund. Once claims administration costs, attorneys’ fees and expenses award, and any service awards to Settlement Class Representatives have been paid from the Settlement Fund, the remaining amount, the Net Settlement Fund, will be distributed to Settlement Class Members who submit a valid claim form.

Settlement Class Members can submit documentation and attestations to receive compensation from the settlement. Settlement Class Members can submit claims up to \$2,500.00 for out-of-pocket expenses. Settlement Class Members who experienced extraordinary losses may

1 submit claims for up to \$7,500.00. The Settlement allows for Class Members to submit a claim for  
2 time spent in an amount of \$25.00 per hour up to five (5) hours, for a total of \$125.00. Finally,  
3 California residents can submit claims for an additional \$150.00 for their CCPA claims.

4 In lieu of submitting a claim for out-of-pocket expenses, lost time, and extraordinary losses,  
5 Settlement Class Members may opt to receive an alternative cash payment of \$75.00. Settlement  
6 Class Members are *not* required to attest to having spent time in response to the Data Breach nor  
7 are they required to present any documentation to receive this alternative cash payment. Instead,  
8 Settlement Class Members need only provide basic contact information, select their preferred form  
9 of payment, and submit their signed claim.

10 If the total amount of Approved Claims, when aggregated with the Administration and  
11 Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and  
12 Service Awards as approved by the Court is less than the amount of the Settlement Fund, then  
13 Approved Claims will be increased on a *pro rata* basis until the total amount of Approved Claims,  
14 when aggregated with the Administration and Notice Costs, Attorneys' Fees as approved by the  
15 Court, Expenses as approved by the Court, and Service Awards as approved by the Court equals  
16 the amount contained in the Settlement Fund. Based on the number of claims received, Settlement  
17 Class Counsel anticipates that each Settlement Class Member who submitted a claim for monetary  
18 compensation will likely receive a pro rata increase of their claim. *See* Federman Decl., ¶ 45  
19 (relying on Santacruz Decl., ¶ 16).

20 The monetary component of the Settlement provides a significant cash benefit to  
21 Settlement Class Members.

### 22 **C. Injunctive Relief**

23 The Settlement will also provide all Settlement Class Members with benefits in the form  
24 of meaningful business practice changes relating to Orrick's data security.

25 Orrick further enhanced its data security infrastructure by improving its detection and  
26 response tools, enhancing its continuous vulnerability scanning at both the network and application  
27 levels, deploying additional endpoint detection and response software, and performing additional  
28 24/7 network managed detection and response. These remedial measures benefit every Class

1 Member, regardless of whether the Class Member submits a Claim under the Settlement. These  
2 measures will provide meaningful enhancements to Orrick's data security infrastructure. *See*  
3 *Federman Decl.*, at ¶ 32.

#### 4 **IV. NOTICE TO THE CLASS**

##### 5 **A. The Court-Approved Notice Program Was Effective**

6 The Court-approved notice program was effective and constituted the best notice  
7 practicable under the circumstances. Rule 23(c)(2).

8 The notice program provided for notice by email and mail and the creation of a Settlement  
9 Website. *See Santacruz Decl.*, ¶¶ 9–14. Following preliminary approval of the Settlement, Orrick  
10 provided the Settlement Administrator with the list of the names, email addresses, and/or physical  
11 addresses of all Settlement Class Members identified through its records. Thereafter, the  
12 Settlement Administrator emailed notices to 713 Settlement Class Members' last known email  
13 addresses and mailed notices to 622,748 Settlement Class Members whose email addresses were  
14 not known. *Id.* The Settlement Administrator reasonably opines that the notice reached over 94%  
15 of the Settlement Class. *Id.* Large and well-known websites, including Reuters.com and  
16 ClassAction.Org, also generated and posted reports informing the public about the Settlement. *See,*  
17 *e.g., David Thomas, Law Firm Orrick Agrees to \$8 Mln Settlement Over Breach of Client Data,*  
18 *Reuters* (Apr. 11, 2024), [https://www.reuters.com/legal/litigation/law-firm-orrick-agrees-8-mln-](https://www.reuters.com/legal/litigation/law-firm-orrick-agrees-8-mln-settlement-over-breach-client-data-2024-04-11/)  
19 [settlement-over-breach-client-data-2024-04-11/](https://www.reuters.com/legal/litigation/law-firm-orrick-agrees-8-mln-settlement-over-breach-client-data-2024-04-11/); *Orrick. Herrington & Sutcliffe Data Breach*  
20 *Lawsuits Settled for \$8M*, ClassAction.org (July 2, 2024), [https://www.classaction.org/orrick-](https://www.classaction.org/orrick-herrington-sutcliffe-lawsuit)  
21 [herrington-sutcliffe-lawsuit](https://www.classaction.org/orrick-herrington-sutcliffe-lawsuit).

22 The Notices themselves were clear and straightforward, consistent with the guidelines set  
23 forth by the Federal Judicial Center. *See Federal Judicial Center, Illustrative Forms of Class*  
24 *Action Notices: Overview*, [https://www.fjc.gov/content/301253/illustrative-forms-class-action-](https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction)  
25 [notices-introduction](https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction) (last visited September 25, 2024). The Notices provide neutral, objective,  
26 and accurate information about the nature of the Action and the Settlement, including the deadlines  
27 and means of submitting a Claim Form, objecting, and/or appearing at the Fairness Hearing  
28 personally or through counsel. The Settlement Administrator also created and maintained the



1 Settlement Website from which Settlement Class Members could submit claims and view  
 2 important documents. Santacruz Decl., ¶ 14. Furthermore, Settlement Class Members were able to  
 3 call a toll-free number with FAQs. *Id.* at ¶ 15.

4 Thus, Settlement Class Members received the “best notice that is practicable under the  
 5 circumstances,” Fed. R. Civ. P. 23(c)(2), by receiving notice that was “reasonably calculated,  
 6 under all the circumstances, to apprise interested parties of the pendency of the action and afford  
 7 them an opportunity to present their objections,” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339  
 8 U.S. 306, 314 (1950).

#### 9 **B. The Reaction of the Settlement Class**

10 The Class Members have had an overwhelmingly positive response to the Settlement.

11 The claims deadline is October 28, 2024. As of this filing, a total of 15,022 claims have  
 12 been received. *See* Santacruz Decl., ¶ 16. This amounts to a response rate of 2.4% of the  
 13 approximately 638,023 Class Members, to date. This compares favorably to the claims rates in  
 14 other data breach class action settlement as evidenced by the below chart. *See also*, *Schneider v.*  
 15 *Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (“Here, the 0.83% claims rate  
 16 (which represents the estimated size of the targeted population of potential class members  
 17 compared to the actual claim submissions) is on par with other consumer cases, and does not  
 18 otherwise weigh against approval.”).

19	Case	Approx. Class Size	No. of Claims	Claims Rate
20	<i>Corona v. Sony Pictures Entmt., Inc.</i> , No. 2:14- cv-9600 (C.D. Cal.), ECF Nos. 145-1 at 11 n.8 & 164 at 2.	435,000	3,127	0.7 %
21	<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299 (N.D. Cal. 2018)	79,150,325	1,410,000	1.8 %
22	<i>Koenig v. Lime Crime, Inc.</i> , No. 2:16-CV- 00503-PSG (JEMx) (C.D. Cal.), ECF Nos. 55 at 1, 55-2 ¶ 11.	107,726	2,666	2.47%
23	<i>Carter v. Vivendi Ticketing US LLC</i> , No. SACV2201981CJCDFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023)	437,310	6,864	1.56%
24				
25				
26				
27				
28				

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<i>Bostick v. Herbalife Int. of Am., Inc.</i> , No. 2:13-cv-02488, 2015 WL 12731932, at *27 (C.D. Cal. May 14, 2015)	1,533,339	7,457	0.5%
---	--	-----------	-------	------

The deadline for Settlement Class Members to object to any aspect of the Settlement was September 30, 2024. Only 19 class members opted out of the Settlement and only *one* class member attempted to submit an objection. Santacruz Decl., ¶¶ 17–18. The objecting party, Mr. Daniel Kanner, did not file his objection with the Court as required under the Settlement Agreement. Notably, Mr. Daniel Kanner’s objection incorrectly suggests that class members must submit supporting documentation and affidavits to receive compensation under the Settlement. The Settlement allows Settlement Class Members to submit a claim for an alternative cash payment without submitting any documents or attestations.

A supplemental declaration detailing the final claims rate and any objections will be filed after the October 28, 2024 Claims Deadline and prior to the November 8, 2024 final approval hearing.

### C. The Costs of Notice and Claims Administration

Under the Agreement, the costs for class notice and administration of the Settlement will be paid by Orrick with such payment to be made from the Settlement Fund. Class Counsel solicited numerous bids from, and negotiated pricing with, multiple settlement administrators. Ultimately, Class counsel was able to secure an agreement with KCC Class Action Services, now Verita, under which the costs of notice and settlement administration are approximately \$305,665.29. *See* Santacruz Decl., ¶ 19.

### V. FINAL APPROVAL IS APPROPRIATE

The Court completed the first step in the settlement approval process when it issued the Preliminary Approval Order. The second step — dissemination of notice to Class Members — has been implemented. *Id.* at ¶¶ 5–15. By this motion, Plaintiffs respectfully request that the Court take the third and final step in the process, and grant final approval to the Settlement.

1           **A.     Legal Standards**

2           “The Ninth Circuit maintains a ‘strong judicial policy’ that favors the settlement of class  
3 actions.” *Hart v. Colvin*, No. 15-cv-00623-JST, 2016 WL 6611002, at \*4 (N.D. Cal. Nov. 9, 2016)  
4 (quoting *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). In the context of  
5 a class settlement, the Court must determine whether the settlement is “‘fundamentally fair,  
6 adequate and reasonable’” under Rule 23(e). *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir.  
7 2003).

8           In evaluating whether to grant final approval of the Settlement, courts in the Ninth Circuit  
9 consider: (1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely  
10 duration of further litigation; (3) the risk of maintaining class action status throughout the trial;  
11 (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the  
12 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental  
13 participant; and (8) the reaction of the class members to the proposed settlement. *Churchill Vill.,*  
14 *L.L.C. v. GE*, 361 F.3d 566, 575-76 (9th Cir. 2004).

15           In addition to the Ninth Circuit’s factors, the Supreme Court approved amendments to Rule  
16 23(e), which went into effect on December 1, 2018. The amendments involve considerations for  
17 judicial approval of class action settlements and are substantially incorporated within the Ninth  
18 Circuit’s existing factors set forth above.<sup>3</sup> For example, amended Rule 23(e)(2)(C)(i) requires that  
19 courts consider whether “the relief provided for the class is adequate, taking into account . . . the

20 \_\_\_\_\_  
21 <sup>3</sup> Rule 23(e)(2), as amended, provides that in order for the Court to conclude that it will likely  
22 find that the settlement is fair, reasonable and adequate, it must consider the following factors:

23           (A) the class representatives and class counsel have adequately represented the  
24 class;

25           (B) the proposal was negotiated at arm’s length;

26           (C) the relief provided for the class is adequate, taking into account:

27                   (i) the cost, risks and delay of trial and appeal;

28                   (ii) the effectiveness of any proposed method of distributing relief to the  
class, including the method of processing class-member claims;

                  (iii) the terms of any proposed award of attorney’s fees including timing of  
payment; and

                  (iv) any agreement required to be identified under Rule 23(e)(3); and

                  (D) the proposal treats class members equitably relative to each other.

1 costs, risks, and delay of trial and appeal,” and amended Rule 23(e)(2)(A) requires consideration  
 2 of whether “the class representatives and class counsel have adequately represented the class.”  
 3 Both these considerations are discussed in detail below and herein. Further, amended Rule  
 4 23(e)(2)(C)(ii) (“effectiveness of any proposed method of distributing relief to the class”), Rule  
 5 23(e)(2)(C)(iv) (“any agreement required to be identified”), and Rule 23(e)(2)(D) (whether “the  
 6 proposal treats class members equitably relative to each other”) are all addressed above.

7 **B. The Settlement Provides a Fair, Adequate and Reasonable Result for**  
 8 **Settlement Class Members**

9 When evaluating a settlement, courts must consider the settlement taken as a whole, rather  
 10 than its individual component parts, and examine it for overall fairness. *Officers for Justice v.*  
 11 *Civil Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).  
 12 Consequently, a settlement hearing is “not to be turned into a trial or rehearsal for trial on the  
 13 merits,” nor should the proposed settlement “be judged against a hypothetical or speculative  
 14 measure of what might have been achieved by the negotiators.” *Id.* To the contrary, “[t]he  
 15 involvement of experienced class action counsel and the fact that the settlement agreement was  
 16 reached in arm’s length negotiations, after relevant discovery had taken place create a presumption  
 17 that the agreement is fair.” *Linney v. Cellular Alaska P’ship*, No. C-96-3008 DLJ, 1997 WL  
 18 450064, at \*5 (N.D. Cal. July 18, 1997), *aff’d*, 151 F.3d 1234 (9th Cir. 1998).

19 **1. The Strength of Plaintiffs’ Case and the Risk, Complexity, and**  
 20 **Likely Duration of Future Litigation, Including the Risk of**  
 21 **Decertification<sup>4</sup>**

22 Balancing the risks of continued litigation against the immediacy and certainty of the  
 23 significant recovery provided for by the Settlement supports that the Settlement should be  
 approved. When reviewing a class action settlement agreement:

24 The court shall consider the vagaries of the litigation and compare the significance  
 25 of immediate recovery by way of the compromise to the mere possibility of relief  
 26 in the future, after protracted and expensive litigation. In this respect, [i]t has been  
 held proper to take the bird in hand instead of a prospective flock in the bush.

27 <sup>4</sup> This factor overlaps with amended Rule 23(e)(2)(C)(i) (the costs, risks, and delay of trial and  
 28 appeal).

1 *Grant v. Capital Mgmt. Servs., L.P.*, No. 10-CV-WQH BGS, 2014 WL 888665, at \*3 (S.D. Cal.  
2 Mar. 5, 2014).

3 Plaintiffs and Class Counsel believe the claims asserted in the litigation have merit. They  
4 would not have fought so hard to advance their claims if it were otherwise. However, they also  
5 recognize the substantial risks involved in continuing this litigation. Settlement Class Members  
6 thus faced the risk, expense, and delay of a potentially lengthy appeal after trial, holding up any  
7 recovery for Settlement Class Members for several more years.

8 Prosecuting this litigation through trial and appeal would be lengthy, complex, and impose  
9 significant costs on all parties. *See, e.g., In re Austrian & German Bank Holocaust Litig.*, 80 F.  
10 Supp. 2d 164, 174 (S.D.N.Y. 2000) (recognizing that “[m]ost class actions are inherently complex  
11 and settlement avoids the costs, delay, and multitude of other problems associated with them”).  
12 Given the complex nature of the security breach at issue, a battle of the experts at trial is almost a  
13 certainty and, as such, continued proceedings would likely include substantial expert discovery  
14 and significant motion practice related to such. This would create unavoidable uncertainty and  
15 delay.

16 The Settlement, in contrast, delivers a real and substantial remedy that fairly, reasonably,  
17 and adequately addresses the situation confronting the members of the Settlement Class without  
18 the risk and delay inherent in prosecuting this matter through trial and appeal. Thus, this factor  
19 favors approval of the Settlement. *See Grant*, 2014 WL 888665, at \*3; *Weinberger v. Kendrick*,  
20 698 F.2d 61, 73 (2d Cir. 1982) (“There are weighty justifications, such as the reduction of litigation  
21 and related expenses, for the general policy favoring the settlement of litigation.”); *In re Sunrise*  
22 *Sec. Litig.*, 131 F.R.D. 450, 455 (E.D. Pa. 1990) (approving a class action settlement because, in  
23 part, the settlement “will alleviate . . . the extraordinary complexity, expense and likely duration  
24 of this litigation”).

1                   **2.       The Amount Offered in Settlement**<sup>5</sup>

2           The Settlement amount represents a fair, adequate, and reasonable result for Settlement  
3 Class Members. Any valuation of the Settlement must take into account the \$8,000,000 non-  
4 reversionary Settlement Fund and the remedial measures being undertaken by Orrick.  
5 Accordingly, the appropriate *value of the Settlement exceeds \$8,000,000.00*.

6           As described above, the Approved Claims will likely be increased on a *pro rata* basis until  
7 the total amount of Approved Claims, when aggregated with the Administration and Notice Costs,  
8 Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards  
9 as approved by the Court equals the amount contained in the Settlement Fund. "As explained by  
10 the Supreme Court, '[n]aturally, the agreement reached normally embodies a compromise; in  
11 exchange for the saving of cost and elimination of risk, the parties each give up something they  
12 might have won had they proceeded with litigation.'" *Capps v. Law Offices of Peter W. Singer*,  
13 No. 15-cv-02410-BAS(NLS), 2016 WL 6833937, at \*8 (S.D. Cal. Nov. 21, 2016) (quoting *United*  
14 *States v. Armour & Co.*, 402 U.S. 673, 681 (1971)). Unsurprisingly then, courts routinely approve  
15 settlements that provide a far lower rate of recovery than the Settlement does here. *See, e.g.*,  
16 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving class  
17 settlement of 11%-27% recovery); *Mahoney v. TT of Pine Ridge, Inc.*, No. 17-80029-CIV-  
18 MIDDLEBROOKS, 2017 WL 9472860, at \*7 (S.D. Fla. Nov. 20, 2017) (approving settlement  
19 awarding class members 0.8% of minimum statutory damages).

20           Indeed, the Settlement compares favorably to other data breach settlements. *See, e.g., In*  
21 *re Anthem, Inc. Data Breach Litig.*, No. 5:15-MD-02617-LHK (N.D. Cal.) (securing \$1.39 per  
22 class member); *In re Home Depot, Inc. Customer Data Sec. Breach Litig.*, No. 1:14-md-02583-  
23 TWT (N.D. Ga. 2016) (\$0.51 to \$.68 per class member); *In re Target Corp. Customer Data Sec.*  
24 *Breach Litig.*, No. 0:14-md-02522-PAM (D. Minn. 2015) (\$0.15 per class member); *Bostick v.*  
25 *Herbalife Int. of Am., Inc.*, No. 2:13-cv-02488, 2015 WL 12731932, at \*27 (C.D. Cal. May 14,  
26 2027) (\$9.78 per class member).

27  
28 <sup>5</sup> This factor overlaps with amended Rule 23(e)(2)(C) (adequacy of relief provided to the class).

1           Importantly, the injunctive relief component of the Settlement provides even more benefits  
2 to Settlement Class Members. *See Beck-Ellman v. Kaz USA, Inc.*, No. 3:10-CV-02134-H-DHB,  
3 2013 WL 10102326, at \*5 (S.D. Cal. June 11, 2013) (Huff, J.) (including injunctive relief valued  
4 by expert to be worth \$10,726,000 as part of the amount offered in settlement).

5           By any metric, this recovery is fair, reasonable, and adequate.

### 6                           **3.       The Extent of Discovery Completed, and the Stage of the** 7                           **Proceedings<sup>6</sup>**

8           The fact that the Parties engaged in meaningful informal discovery and thoroughly briefed  
9 and discussed various issues prior to and during mediation “weighs in favor of the proposed  
10 settlement.” *Cervantez v. Celestica Corp.*, No. EDCV 07-729-VAP (OPx), 2010 WL 2712267, at  
11 \*3 (C.D. Cal. July 6, 2010).

12           As the Court can see from the procedural history set forth above, this Action has been  
13 pending for almost a year. Throughout that time, the Parties engaged in significant and lengthy  
14 discussions surrounding the facts and legal issues in this case, both together and with a neutral  
15 mediator. Plaintiffs received and reviewed hundreds of pages of informal discovery and spent  
16 hours researching the claims of the class. The Parties briefed many of the issues in this case with  
17 statements and memorandums to the mediator. This case was thoroughly litigated outside of this  
18 Court.

19           Thus, as in *Cervantez*, the extent of discovery and stage of proceedings factor weighs  
20 strongly in favor of approving the Settlement. *See* 2010 WL 2712267, at \*3.

### 21                           **4.       The Experience and Views of Counsel**

22           “The recommendation of experienced counsel in favor of settlement carries a ‘great deal  
23 of weight’ in a court’s determination of the reasonableness of a settlement.” *Riker v. Gibbons*, No.  
24 3:08-cv-00115-LRH-VPC, 2010 WL 4366012, at \*4-5 (D. Nev. Oct. 28, 2010) (citing *In re*  
25 *Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1174 (S.D. Cal. 2007)). Here, Class Counsel  
26 are experienced litigators and view the Settlement as an excellent result for the Class.

---

27  
28 <sup>6</sup> This factor overlaps with amended Rule 23(e)(2)(A) (whether “the class representatives and class counsel have adequately represented the class”).

1 Mr. Federman is highly experienced in handling complex class actions like this Action and  
2 have proven track records of experience, knowledge, and success in litigating complicated  
3 litigation matters, including data breach cases. *See, e.g., In re Brinker Data Incident Litig.*, No.  
4 3:18-CV-686-TJC-MCR, 2021 WL 1405508, at \*14 (M.D. Fla. Apr. 14, 2021) (court-appointed  
5 class counsel in certified Rule 23(b)(3) class action on behalf of individual consumers following  
6 data breach involving payment card information); *In re Home Depot, Inc. Customer Data Sec.*  
7 *Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (settlement fund of \$13 million); *In re Sonic*  
8 *Corp. Customer Data Breach Litig.*, No. 1:17-md-02807-JSG (N.D. Ohio) (settlement fund of  
9 \$4.325 million); *In re Solara Medical Supplies Data Breach Litig.*, Case No. 3:19-cv-02284-H-  
10 KSC (S.D. Cal.) (settlement value of \$9.7 million).

11 Class Counsel believe that the Settlement provides a fair, adequate, and reasonable  
12 recovery for Settlement Class Members. As Class Counsel are experienced attorneys in this field,  
13 their opinion that the Settlement is fair, adequate, and reasonable and in the Settlement Class  
14 Members' best interest also weighs in favor of approval of the Settlement. *Riker*, 2010 WL  
15 4366012, at \*5.

16 **5. Requested Award of Attorneys' Fees and Expense**  
17 **Reimbursement Are Reasonable<sup>7</sup>**

18 Class Counsel have moved for an award of attorneys' fees in the amount of \$2,000,000.  
19 As explained in the fee motion, the requested award is supported by the results achieved, the risks  
20 of the litigation, the quality of Plaintiffs' representation, awards in comparable cases, the  
21 contingent nature of the representation, the response of the Settlement Class, and the time spent  
22 by Class Counsel on this matter. Plaintiffs also seek an award of litigation expenses and costs of  
23 \$31,500.86. Plaintiffs also move for service awards in the amount of \$2,500.00 to each Settlement  
24 Class Representative (\$22,500.00 in total) for their service on behalf of the Settlement Class,  
25 including reviewing and approving pleadings and motions filed in the case, responding to  
26 discovery requests, gathering and producing documents related to their claims, and communicating  
27 with counsel throughout the settlement negotiations. Any awards of attorneys' fees, expenses, and

28 <sup>7</sup> This section addresses with Rule 23(e)(2)(3) (proposed award of attorneys' fees).



1 service awards will be paid 21 calendar days after the Court's award of such fees and expenses, or  
2 21 calendar days after the Court's entry of the Final Order and Judgment.

3 Accordingly, this factor does not pose a barrier to granting approval.

#### 4 **6. Settlement Resulted from Arm's Length Negotiations**

5 The Parties negotiated an impressive Settlement worth more than \$8 million. This  
6 extremely favorable result was achieved only after Class Counsel fought long and hard to secure  
7 these benefits for the Settlement Class. Federman Decl., ¶¶ 3–31. Negotiations were at arm's length,  
8 often tense, and were facilitated with the assistance of a neutral mediator Antonio Piazza. Indeed,  
9 the Parties reached a Settlement only after multiple mediation sessions and when Mr. Piazza deftly  
10 brokered an agreement after lengthy mediation discussions did not result in a resolution. This is  
11 compelling evidence in support of the Settlement's fairness. *See, e.g., Shames v. Hertz Corp.*, No.  
12 07-CV-2174-MMA WMC, 2012 WL 5392159, at \*15 (S.D. Cal. Nov. 5, 2012) (granting final  
13 approval and finding lengthy settlement negotiations overseen by mediators and contentious nature  
14 of proceedings convincing evidence that settlement not a result of collusion).

#### 15 **VI. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE**

16 Under the terms of the Agreement, the Parties have agreed, for the purposes of the  
17 Settlement only, to the certification of the Settlement Class, defined as follows:

18 All residents of the United States who were sent notice that their personal  
19 information was accessed, stolen, or compromised as a result of the Data Breach,  
20 including the California Subclass. The Settlement Class specifically excludes:  
21 (i) Orrick, any Entity in which Orrick has a controlling interest, and Orrick's  
22 partners, officers, directors, legal representatives, successors, subsidiaries, and  
23 assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the  
24 members of their immediate families and judicial staff; and (iii) any individual who  
25 timely and validly opts out of the Settlement.

23 In the Preliminary Approval Order, the Court preliminarily certified the Settlement Class.  
24 *See* ECF No. 67, p. 2–3. Nothing has changed since then, and thus Plaintiffs respectfully request  
25 that the Court finally certify the Settlement Class for Settlement purposes.

#### 26 **VII. CONCLUSION**

27 Plaintiffs respectfully request that the Court grant their motion for final approval and enter  
28 an order of judgment.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: October 4, 2024

/s/ William B. Federman

William B. Federman

*Admitted Pro Hac Vice*

FEDERMAN & SHERWOOD

10205 North Pennsylvania Avenue

Oklahoma City, OK 73120

Telephone: (405) 235-1560

Facsimile: (405) 239-2112

WBF@federmanlaw.com

LEAD COUNSEL FOR PLAINTIFFS AND  
THE CLASS

Robert S. Green (State Bar No. 136183)

**GREEN & NOBLIN, P.C.**

2200 Larkspur Landing Circle, Suite 101

Larkspur, CA 94939

Telephone: (415) 477-6700

Facsimile: (415) 477-6710

Email: gnecf@classcounsel.com

LIAISON COUNSEL FOR PLAINTIFFS  
AND THE CLASS

# Exhibit 1

1 William B. Federman  
*Admitted Pro Hac Vice*  
2 FEDERMAN & SHERWOOD  
3 10205 North Pennsylvania Avenue  
4 Oklahoma City, OK 73120  
5 Telephone: (405) 235-1560  
6 Facsimile: (405) 239-2112  
7 WBF@federmanlaw.com

7 Lead Counsel for Plaintiffs and the Class

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10	IN RE: ORRICK, HERRINGTON &	)	Case No. 3:23-cv-04089-SI
11	SUTCLIFFE, LLP DATA BREACH	)	
12	LITIGATION	)	DECLARATION OF WILLIAM B.
13	This Document Relates To:	)	FEDERMAN IN SUPPORT OF
14	All actions.	)	PLAINTIFFS' MOTION FOR FINAL
15	_____	)	APPROVAL OF CLASS ACTION
		)	SETTLEMENT

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 I, William B. Federman, declare as follows:

2 I, **William B. Federman**, being duly sworn, hereby declare under the penalty  
3 of perjury as follows:

4 1. I am a founding member of the law firm of Federman & Sherwood and  
5 Court Appointed Lead Counsel for Plaintiffs Dennis R. Werley, Robert D. Jensen,  
6 Rachel Mazanec, Scott Morrissett, Kimberley L. McCauley, Robert Bass, Jody  
7 Frease, Joby Childress, and Cathi Soule in the above matter. I am familiar with the  
8 facts contained herein based upon my personal knowledge and the books and records  
9 kept in the ordinary course of Federman & Sherwood’s business.

10 2. I submit this declaration in support of Plaintiffs’ motion for final  
11 approval of the Settlement.<sup>1</sup>

12 **I. PROCEDURAL BACKGROUND**

13 3. In August of 2023, Federman & Sherwood received information from  
14 a Class Member that his PII had been subject to the Data Incident involving Orrick’s  
15 network. Federman & Sherwood immediately began investigating the claims on  
16 behalf of the first-filed plaintiff, Plaintiff Dennis Werley.

17 4. On August 11, 2023, Plaintiff Werley a Class Action Complaint  
18 asserting claims against Orrick in connection to a major Data Incident of Orrick’s  
19 system that resulted in the access and exfiltration of the Class Members’ personally  
20 identifiable information (“PII”) including their names and Social Security numbers.  
21 [ECF No. 1].

22 5. On August 28, 2023, Plaintiff Jensen filed a separate class action  
23 addressing the same Data Incident and bringing similar claims against Orrick. *Jensen*  
24 *v. Orrick, Herrington & Sutcliffe, LLP*, 3:23-cv-0443 (N.D. Cali.) [ECF No. 1].

25 6. On September 27, 2023, this Court consolidated the *Jensen* Action with  
26

---

27 <sup>1</sup> Capitalized terms shall have the same meaning as set forth in the Agreement, unless  
28 otherwise noted.

1 the first-filed *Werley* Action. [ECF No. 20].

2 7. Upon filing, Federman & Sherwood continued to receive several  
3 questions and requests from Class Members. Federman & Sherwood continued  
4 vetting potential plaintiffs for this Action and conducting research into the known  
5 damages.

6 8. Federman & Sherwood immediately requested informal discovery from  
7 Defendant to learn more about Class Members' claims and the underlying facts of  
8 the Data Breach.

9 9. In response, Orrick produced hundreds of pages of discovery and  
10 additional information, including further identified Class Members.

11 10. Federman & Sherwood thoroughly reviewed this information and used  
12 it to determine the merits of the Class's claims and the strength of the case.

13 11. Based on the information contained in the then-filed complaints, the  
14 discoverable information in this case, and Federman & Sherwood's ability to  
15 prosecute the case, the Parties agreed to early mediation.

16 12. Plaintiffs served their first confidential settlement demand on Orrick on  
17 September 29, 2023.

18 13. Prior to mediation discussions, Plaintiffs researched and briefed the  
19 issues in this case, including liability and class certification.

20 14. The Parties engaged in arms-length negotiations over the course of  
21 many months, including two (2) days of mediation sessions on October 16, 2023 and  
22 December 14, 2023 with highly respected mediator Antonio Piazza.

23 15. Prior to and during the mediation process, Plaintiffs' Counsel and  
24 Defendant's Counsel, directly and through the mediator, conducted a thorough  
25 examination and investigation of the facts and law relating to the matters in the  
26 Litigation and addressed issues such as, Plaintiffs' CCPA claims, Defendant's  
27 liability and duty to the Plaintiffs, and class certification issues.

28

1           16. Prior to each mediation session, the Parties prepared comprehensive  
2 mediation briefs, exchanged information and legal arguments, and commenced  
3 mediation with Mr. Piazza fully prepared for each mediation session.

4           17. On the first day of mediation, October 16, 2023, the Parties mediated  
5 with Mr. Piazza for over ten (10) hours, zealously advocating both sides and  
6 discussing legal and factual arguments in this Action. The legal and factual issues in  
7 this case were hotly contested by both Parties. The Parties spent the first part of  
8 mediation discussing the factual and legal issues with each other. Mr. Piazza then  
9 separated the Parties and continued discussions separately. Federman & Sherwood  
10 spent hours with Mr. Piazza educating him on Plaintiffs' claims and the governing  
11 law. Mr. Piazza noted Federman & Sherwood's impressive knowledge of the  
12 relevant case law and claims and thoroughly challenged Plaintiffs' contentions.  
13 Although progress was made at the initial mediation session, the Parties were not  
14 able to reach an agreement.

15           18. After the first mediation, Federman & Sherwood continued diligently  
16 pursuing this case and moving it forward, including vetting additional plaintiffs,  
17 gathering additional information regarding Plaintiffs' and the Class Members'  
18 related damages, and researching Plaintiffs' claims and Defendant's liability.  
19 Federman & Sherwood memorialized this information in multiple supplemental  
20 memorandums to Mr. Piazza, including memorandums with information on updated  
21 damages, CCPA claims, and Defendant's liability in this case.

22           19. Federman & Sherwood continued prosecuting this matter with the  
23 Court, complying with the Court's orders, filing CMC reports, and conducting meet  
24 and confer conferences and a Rule 26(f) conference.

25           20. During this time, Defendant made clear its intention and ability to  
26 pursue numerous avenues of legal and factual attacks on Plaintiffs' claims, including  
27 a motion to dismiss, opposition to class certification, and a motion for summary  
28 judgment. Defense Counsel, Alston & Bird, are experienced in this field and spared

1 no expense or argument in defense of their client. Federman & Sherwood has worked  
2 in opposition to Alston & Bird on several cases which carried on for years, well into  
3 the motion for summary judgment and class certification phase of litigation. There  
4 is no doubt that Alston & Bird provided impressive representation of its client and  
5 would prove to be formidable adversaries.

6 21. Before the second mediation session, two new Related Actions were  
7 filed in this Court. Federman & Sherwood took immediate steps to contact the other  
8 law firms and get them up to speed on the current progress in the Action, to avoid  
9 unnecessary delays and expenses.

10 22. Based on the progress made during the first mediation, the information  
11 provided by Federman & Sherwood, and the claims asserted in the complaints, Mr.  
12 Piazza proposed that the Parties continue mediations discussions in a second  
13 mediation.

14 23. On December 14, 2023, the Parties met with Mr. Piazza once again.  
15 Like the prior mediation, the Parties were not able to come to an agreement.

16 24. After establishing that the Parties were not able to come to an  
17 agreement, Mr. Piazza made a mediator's proposal of a cash monetary fund of  
18 \$8,000,000.00 and remedial measures involving the enhancement of Orrick's  
19 security practices.

20 25. Federman & Sherwood conferred with the Plaintiffs before accepting  
21 Mr. Piazza's proposal.

22 26. After hard-fought negotiations over the span of months, the Parties  
23 through the mediator finally reached an agreement on the principal terms of the  
24 Settlement, establishing a Settlement Fund of \$8,000,000.00 plus remedial  
25 measures.

26 27. Class Counsel then began negotiating a Settlement Agreement and the  
27 accompanying notice documents and obtaining bids from potential claims  
28 administrators.





1 (ii) reimbursement for Lost Time at a rate of \$25.00 per hour for up to four (4) hours;  
2 and (iii) extraordinary losses up to \$7,500.00. Alternatively, Class Members may  
3 submit a claim for an alternative cash payment of \$75.00. California Subclass  
4 Members may submit a claim for a \$150.00 cash payment for their CCPA claims.  
5 These monetary benefits are in addition to the meaningful remedial measures that  
6 Orrick has agreed to implement and the credit monitoring that add significant value  
7 to the Settlement.

8 34. Of the various forms of relief available in national consumer protection  
9 class actions (injunctive, declaratory, coupons, gift cards, cash compensation, etc.),  
10 the relief obtained by Class Counsel in this case is the most preferable form: cash  
11 compensation plus mitigative relief.

12 35. The result achieved in this Settlement is notable because the Parties  
13 were able, through capable and experienced counsel, to negotiate a Settlement only  
14 after hard-fought negotiations spanning about a month and multiple mediation  
15 sessions. The negotiations took place only after Class Counsel obtained significant  
16 documents and information in informal discovery from Defendant regarding the  
17 claims asserted. This, combined with my experience and insight from litigating other  
18 data breach and complex class actions, allowed me to evaluate the claims and reach  
19 a beneficial compromise. Class Counsel were well-informed of the strengths and  
20 weaknesses of the cases before negotiating the Settlement.

21 36. My years of experience representing individuals in complex class  
22 actions—including data breach class actions—contributed to an awareness of  
23 Plaintiffs’ and the Class’s settlement leverage, as well as their needs and risks,  
24 including the risk that the Court may enforce an arbitration clause against Plaintiffs.  
25 Although I believe Plaintiffs would ultimately prevail in the litigation on a class-  
26 wide basis, data breach class actions are still new and present novel and complex  
27 issues, making a successful outcome difficult to predict. Also, a successful outcome  
28 would ensue, if at all, only after a prolonged and costly discovery and trial with an

1 attendant risk of drawn-out appeals. Courts have certified very few classes in this  
2 area. Moreover, Plaintiffs' theories of damages in data breach cases remain untested  
3 at trial and on appeal.

4 37. The Settlement is also notable for the simplicity of the claims process.  
5 The Claim Form and process is simple and straight forward, allowing Class  
6 Members to provide information regarding their related damages *or* opt into an  
7 alternative cash payment which does not require the class member to provide any  
8 additional information. Class Members need only complete a simple Claim Form to  
9 receive benefits under the Settlement.

10 38. In the process of reaching this Settlement, this case was defended by  
11 highly qualified and internationally recognized defense counsel with a great deal of  
12 experience in data breach cases.

13 39. This Settlement occurred as the result of lengthy, arm's-length  
14 negotiations facilitated by a well-respected mediator.

15 40. This Settlement provides immediate and speedy relief to the Class. In a  
16 data breach context, immediate relief is necessary to protect Class Members'  
17 interests. As alleged in Plaintiffs' Consolidated Complaint, Plaintiffs' and the Class  
18 Members' PII may already be available on the Dark Web. Plaintiffs and the Class  
19 Members have also already suffered misuse of their PII. This Settlement will help  
20 give Plaintiffs and the Class Members the protection they need to prevent future  
21 identity theft and remedy past identity theft/misuse.

### 22 **III. CLAIMS ADMINISTRATION AND NOTICE**

23 41. Federman & Sherwood has continued to work with the Settlement  
24 Administrator, KCC, during the Notice and Claims Administration process,  
25 including aiding KCC in answering Class Members' questions.

26 42. Federman & Sherwood has also continued to be readily available to all  
27 Class Members who call in with questions regarding the Settlement and the Claim  
28 Form. Due largely to the enormous number of Class Members in this case, Federman

1 & Sherwood receives and responds to multiple inquiries from Class Members every  
2 day.

3 43. According to the Settlement Administrator, the current claim rate sits  
4 at approximately 2.4%. Although the Claims deadline has not yet passed, I believe  
5 that, based on this information, Class Members will be entitled to a pro-rata increase  
6 in their monetary benefits.

7 44. To date, KCC has only received one (1) objection to the Settlement and  
8 nineteen (19) opt-out. The objection was not formally filed with the Court as  
9 required under the Settlement Agreement and Preliminary Approval Order.

10 45. Based on this information, I believe that Class Members who submitted  
11 a claim for monetary compensation will receive a pro rata increase of their  
12 compensation.

13 46. Based on my over 42 years of practice litigating class actions and other  
14 complex actions, I endorse the Settlement and believe it benefits and provides  
15 substantial relief to the Settlement Class Members.

16 I declare under penalty of perjury under the laws of the United States of  
17 America that the foregoing is true and correct. Executed this 4th day of October,  
18 2024, at Oklahoma City, Oklahoma.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

/s/ William B. Federman  
WILLIAM B. FEDERMAN

# Exhibit 2

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: ORRICK, HERRINGTON &  
SUTCLIFFE, LLP DATA BREACH  
LITIGATION,

Case No. 3:23-CV-04089-SI

CLASS ACTION

This Document Relates To:  
  
All Actions.

**DECLARATION OF VANESSA  
SANTACRUZ RE: NOTICE  
PROCEDURES**

I, Vanessa Santacruz, declare and state as follows:

1. I am a Case Coordinator with Verita (formerly known as KCC), located at 222 Pacific Coast Highway, El Segundo, CA 90245. Pursuant to the Order Granting Preliminary Approval, Appointing Class Representative and Counsel (the “Preliminary Approval Order”) dated May 31, 2024, the Court appointed Verita as the Claims Administrator in connection with the proposed Settlement of the above-captioned Action.<sup>1</sup> I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

**CAFA NOTIFICATION**

2. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section 1715, KCC compiled a CD-ROM containing the following documents: Class Action Complaint and Demand for Jury Trial, Amended Class Action Complaint and Demand for Jury Trial, Answer to Amended Class Action Complaint, Joint Notice of Settlement and Motion to Stay, Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, Memorandum of Law in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, Declaration of Avi Kaufman in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Settlement and Certification of Settlement Class, Proposed Order Preliminarily Approving Class Action Settlement, Direct-Mail Notice, Full Notice, Settlement Agreement and Release,

<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement dated May 31, 2024, and/or the Preliminary Approval Order.

1 Proposed Final Order and Judgment Granting Final Approval of Class Action Settlement, class  
2 data, and a cover letter (collectively, the “CAFA Notice Packet”). A copy of the cover letter is  
3 attached hereto as Exhibit A.

4 3. On September 6, 2019, KCC caused 58 CAFA Notice Packets to be mailed via  
5 Priority Mail from the U.S. Post Office located at 555 S. B.B. King Blvd., Memphis, TN 38101 to  
6 the parties listed on Exhibit B, i.e., the U.S. Attorney General, the Attorneys General of each of the  
7 50 states in which Settlement Class Members reside and the District of Columbia, as well as the  
8 parties of interest to this Action.

9 4. As of the date of this Declaration, KCC has received no response to the CAFA  
10 Notice Packet from any of the recipients identified in paragraph 3 above.

11 **CLASS LIST**

12 5. On April 15, 2024, Verita received from Alston & Bird a data file identifying  
13 635,910 persons as the Class List. The Class Lists included names, addresses, and email addresses.

14 6. On June 10, 2024, Verita received from T. Rowe Price a data file identifying 684  
15 persons as the Class List. The Class Lists included names, addresses, and email addresses.

16 7. Verita received a total of 636,594 persons identified as the Class List. Of the  
17 636,594, 13,829 records were removed from the Class List as they were found to be exact duplicate  
18 records; same name and address. Thus, the final Class List included 622,765 Class Members. Of  
19 these 622,765, 17 records did not have a valid postal address and/or email address; thus, they were  
20 not Noticed.

21 8. Verita formatted the Class List for mailing purposes and processed the names and  
22 addresses through the National Change of Address Database (“NCOA”) to update any addresses  
23 on file with the United States Postal Service (“USPS”). A total of 22,022 addresses were found  
24 and updated via NCOA. Verita updated its proprietary database with the Class List.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MAILING OF THE NOTICE PACKET**

9. On July 30, 2024, Verita caused the Postcard Notice (collectively, the “Notice”) to be printed and mailed to 622,035 valid names and addresses in the Class List. A true and correct copy of the Notice is attached hereto as Exhibit C.

10. Since mailing the Notices to the Class Members according to the mailing addresses from the Class List that had been run through the National Change of Address Database, Verita has received 58,675 Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, Verita performed address searches for other undeliverable Notices and was able to find updated addresses for 14,197 Class Members to which the notice was promptly remailed.

**INDIVIDUAL NOTICE-EMAIL**

11. The Class List included an email address for 730 Class Members. The email addresses in the Class List underwent a cleansing and validation process to removes extra spaces, fixe common typographical errors in domain names, and correct insufficient domain suffixes (e.g., gmal.com to gmail.com, etc.) and remove known bad email addresses. Email addresses not designated as a known bad address were then verified by contacting the Internet Service Provider (“ISP”) to determine if the email address existed; 17 email addresses returned as invalid email.

12. On July 30, 2024, Verita caused the Email Notice to be sent to 713 valid email addresses in the Class List. Of the 713 emails sent, 19 emails returned as undeliverable. A postal address for these 19 Class Members was not available; thus, a Notice was not mailed. A true and correct copy of the Email Notice is attached hereto as Exhibit D.

**NOTICE RESULTS**

13. Email Notices and/or Postcard Notices were sent to 622,748 of the 622,765 known Settlement Class Members (17 not Noticed as we did not have a postal address or email address on file). Of these, 585,587 are assumed to have been delivered, reaching approximately 94.03% of the known Settlement Class Members.

**SETTLEMENT WEBSITE**





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**OBJECTIONS TO THE SETTLEMENT**

17. The postmark deadline for Class Members to object to the settlement was September 30, 2024. As of the date of this declaration, Verita has received one objection to the settlement. The letter from the Class Member objecting to the settlement is attached hereto as Exhibit G.

**EXCLUSIONS TO THE SETTLEMENT**

18. The postmark deadline for Class Members to exclude themselves from the settlement was September 30, 2024. As of the date of this declaration, Verita has received 19 exclusions to the settlement. A list of the Class Members excluding from the settlement is attached hereto as Exhibit H.

**ADMINISTRATION COSTS**

19. Verita has incurred \$305,665.29 in costs through the end of August 2024. This covers work related to setting up the case, CAFA noticing, initial noticing, processing undeliverable mail and weekly reporting. This amount does not include costs related to claim processing, document review, deficiency mailing/processing and distributing.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 3, 2024, at El Segundo, CA

Vanessa Santacruz

Vanessa Santacruz

EXHIBIT



1 McInnis Parkway  
Suite 250  
San Rafael, CA 94903

April 17, 2024

VIA PRIORITY MAIL

«First» «Last»  
«Company\_1»  
«Company\_2»  
«Address\_2»  
«Address\_1»  
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

KCC Class Action Services, LLC is the independent third-party Administrator in a putative class action lawsuit entitled *In Re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litigation*, Case No. 3:23-cv-04089-SI. Alston & Bird represents Orrick, Herrington & Sutcliffe, LLP (“Defendant”) in that Action. The lawsuit is pending before the Honorable Susan Illston in the United States District Court for the Northern District of California. This letter is to advise you that Dennis R. Werley, Robert D. Jensen, Rachel Mazanec, Scott Morrissett, Kimberley L. McCauley, Robert Bass, Jody Frease, Joby Childress, and Cathi Soule (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on April 11, 2024.

**Case Name:** *In Re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litigation*

**Case Number:** 3:23-cv-04089-SI

**Jurisdiction:** United States District Court,  
Northern District of California

**Date Settlement  
Filed with Court:** April 11, 2024



«First» «Last»  
April 17, 2024  
Page 2

Defendant denies any wrongdoing or liability whatsoever but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint, Amended Class Action Complaint, and the Consolidated Class Action Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** Plaintiff filed *Motion for Preliminary Approval* requesting that the Honorable Susan Illston preliminarily approve the proposed Settlement. The Court has scheduled a hearing on the *Motion for Preliminary Approval* for May 31, 2024 at 10:00 AM. Copies of the *Motion for Preliminary Approval, Proposed Order re Preliminary Approval Hearing, the respective Declarations of Christie K. Reed and William B. Federman, and the April 16, 2024 Order re Supplemental Motion* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Long Form Notice, Postcard Notice, and the Claim Form* to be provided to the class are included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement with Exhibits* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of April 17, 2024, no other settlement or agreement has been entered into between class counsel and counsel for Defendant.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of April 17, 2024, nor have any Notices of Dismissal been granted at this time. A copy of the *Proposed Final Judgment* is included on the enclosed CD.



«First» «Last»  
April 17, 2024  
Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** While Defendant and KCC Class Action Services, LLC are in the process of gathering information on this issue, pursuant to 28 U.S.C. § 1715(b)(7)(A), at this time a complete list of names of class members as well as each State of residence is not available, because the parties do not presently know the names or current addresses of all the proposed settlement class members and will not learn this information until the Settlement is preliminarily approved and the Court authorizes dissemination of information about the Settlement through the Class Notice. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 638,023 individuals in the class.
  
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of April 17, 2024, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Defendant can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/  
Fred Webb,  
Case Coordinator

Enclosure – CD ROM

**EXHIBIT B**

Last	First	Company 1	Company 2	Address 1	Address 2	City	State	Zip
Garland	Merrick	Attorney General of the United States		United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Taylor	Treg	Office of the Alaska Attorney General		1031 W. 4th Avenue, Suite 200		Anchorage	AK	99501-1994
Marshall	Steve	Office of the Alabama Attorney General		501 Washington Avenue	PO Box 300152	Montgomery	AL	36130-0152
Griffin	Tim	Arkansas Attorney General Office		323 Center Street, Suite 200		Little Rock	AR	72201-2610
Mayes	Kris	Office of the Arizona Attorney General		2005 N. Central Avenue		Phoenix	AZ	85004
CAFA Coordinator		Office of the Attorney General		Consumer Law Section		San Francisco	CA	94102
Weiser	Phil	Office of the Colorado Attorney General		Ralph L. Carr Colorado Judicial Center	455 Golden Gate Ave., Suite 11000	Denver	CO	80203
Tong	William	State of Connecticut Attorney General		165 Capitol Avenue		Hartford	CT	06106
Schwab	Brian	District of Columbia Attorney General		400 6th St., NW		Washington	DC	20001
Jennings	Kathy	Delaware Attorney General		Carvel State Office Building		Wilmington	DE	19801
Moody	Ashley	Office of the Attorney General of Florida		The Capitol, PL 01	820 N. French Street	Tallahassee	FL	32399-1950
Carr	Chris	Office of the Georgia Attorney General		40 Capitol Square, SW		Atlanta	GA	30334-1300
Lopez	Anne E.	Office of the Hawaii Attorney General		425 Queen Street		Honolulu	HI	96813
Bird	Brenna	Iowa Attorney General		Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Labrador	Raul	State of Idaho Attorney General's Office		700 W. Jefferson Street, Suite 210	P.O. Box 83720	Boise	ID	83720-1000
Rosul	Kwame	Illinois Attorney General		James R. Thompson Center	100 W. Randolph Street	Chicago	IL	60601
Rokita	Todd	Indiana Attorney General's Office		Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Kobach	Kris	Kansas Attorney General		120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Coleman	Russell	Office of the Kentucky Attorney General		700 Capitol Ave.	Capitol Building, Suite 118	Frankfort	KY	40601-3449
Murill	Liz	Office of the Louisiana Attorney General		1885 North Third Street		Baton Rouge	LA	70802
Campbell	Andrea	Attorney General of Massachusetts		1 Ashburton Place	20th Floor	Boston	MA	02108-1698
Brown	Anthony G.	Office of the Maryland Attorney General		200 St. Paul Place		Baltimore	MD	21202-2202
Frey	Aaron	Office of the Maine Attorney General		State House Station 6		Augusta	ME	04333
Nessel	Dana	Office of the Michigan Attorney General		P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48906-0212
Keith Ellison	Attorney General	Attention: CAFA Coordinator		445 Minnesota Street	Suite 1420	St. Paul	MN	55101-2131
Bailey	Andrew	Missouri Attorney General's Office		Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Fitch	Lynn	Mississippi Attorney General's Office		Department of Justice	P.O. Box 220	Jackson	MS	39205
Knudsen	Austin	Office of the Montana Attorney General		Justice Bldg	215 N. Sanders Street	Helena	MT	59620-1401
Slein	Josh	North Carolina Attorney General		Department of Justice	Raleigh	NC	27602-0629	
Hilgers	Mike	Office of the Nebraska Attorney General		State Capitol P.O. Box 98920	P.O. Box 629	Lincoln	NE	68505-8920
Ford	Aaron	Nevada Attorney General		Old Supreme Ct. Bldg.		Carson City	NV	89701
Formella	John	New Hampshire Attorney General		Hew Hampshire Department of Justice	33 Capitol St.	Concord	NH	03301-6397
Piakkin	Matthew J.	Office of the New Jersey Attorney General		Richard J. Hughes Justice Complex	25 Market St., P.O. Box 080	Trenton	NJ	08625-0080
Torrez	Raul	Office of the New Mexico Attorney General		P.O. Drawer 1508		Santa Fe	NM	87504-1508
James	Letitia	Office of the New York Attorney General		Dept. of Law - The Capitol	2nd Floor	Albany	NY	12224-0341
Wrigley	Drew H.	North Dakota Office of the Attorney General		State Capitol	600 E. Boulevard Ave., Dept. 125	Bismarck	ND	58505-0040
Yost	Dave	Ohio Attorney General		Rhodes State Office Tower	30 E. Broad St., 14th Fl.	Columbus	OH	43215
Drummond	Gennifer	Oklahoma Office of the Attorney General		313 NE 21st St.		Oklahoma City	OK	73105
Rosanblum	Elen F.	Office of the Oregon Attorney General		Justice Building	1162 Court St., NE	Salem	OR	97301-4096
Henry	Michelle A.	Pennsylvania Office of the Attorney General		16th Fl., Strawberry Square		Harrisburg	PA	17120
Neronha	Peter	Rhode Island Office of the Attorney General		150 South Main St.		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General		Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
Juckey	Marty	South Dakota Office of the Attorney General		1302 East Highway 14, Suite 1		Pierre	SD	57501-8501
Skrmetz	Jonathan	Tennessee Attorney General and Reporter		425 5th Avenue North		Nashville	TN	37243
Paxton	Ken	Attorney General of Texas		Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Reyes	Sean	Utah Office of the Attorney General		P.O. Box 142320		Salt Lake City	UT	84114-2320
Clark	Charly R.	Office of the Attorney General of Vermont		109 State St.		Montpelier	VT	05609-1001
Miyares	Jason	Office of the Virginia Attorney General		202 North Ninth St.		Richmond	VA	23219
Ferguson	Bob	Washington State Attorney General		1125 Washington St. SE	P.O. Box 40100	Olympia	WA	98504-0100
Morrissey	Patrick	West Virginia Attorney General		State Capitol Complex, Bldg. 1, Rm. E-26	1900 Kanawha Blvd. E.	Charleston	WV	25305
Kaul	Josh	Office of the Wisconsin Attorney General		Dept. of Justice, State Capitol	Rm. 114 East, P.O. Box 7857	Madison	WI	53707-7857
Hill	Bridget	Office of the Wyoming Attorney General		109 State Capitol		Cheyenne	WY	82002
Ala'ilima-Utu	Fainu'utelele Falefatu	American Samoa Gov't		Dept. of Legal Affairs, c/o Attorney General	P.O. Box 7	Utulei	AS	96799
Moylan	Douglas	Office of the Attorney General, ITC Building		590 S. Marine Corps Dr.	Suite 706	Tamuning	Guam	96913
Mambusan	Edward	Northern Mariana Islands Attorney General		Administration Building	P.O. Box 10007	Saipan	MP	96950-8907
Hernandez	Domingo Emenuelli	Puerto Rico Attorney General		Torre Chardon, Suite 1301	350 Carlos Chardon Ave.	San Juan	PR	00916
Smith	Ariel M.	Virgin Islands Acting Atty. General, DOJ		3438 Krongrindsens Gade		St. Thomas	VI	00802
Ashley	Miller	Alston & Bird		1201 West Peachtree Street		Atlanta	GA	30309



**EXHIBIT**

**Court Approved Legal Notice**

*Orrick Data Breach Litigation*

Settlement Administrator

P.O. Box 301132

Los Angeles, CA 90030-1132

*In re: Orrick, Herrington & Sutcliffe  
LLP Data Breach Litigation  
Case No. 3:23-cv-04089-SI*

**If you were sent a notice regarding  
an Orrick, Herrington & Sutcliffe  
LLP data breach, you may be  
eligible for a cash payment from a  
class action settlement.**

*A federal court authorized this  
Notice. This is not a solicitation from  
a lawyer.*

**«Barcode»**

Postal Service: Please do not mark barcode

Class Member ID: <<Claim8>>

PIN Code: <<PIN>>

ORR: Class Member ID: «Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr2»

«Addr1»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**ORR**

A proposed Settlement has been reached with Orrick related to a data breach that Orrick experienced in 2025 (the "Data Breach"). The lawsuit, which is pending in the U.S. District Court for the Northern District of California, alleges that Orrick did not adequately protect certain personal information. Orrick denies any wrongdoing. No judgment or determination of wrongdoing has been made. This notice summarizes the proposed Settlement. For the precise terms, please visit [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com), contact Class Counsel at 405-235-1560, access the Court's 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 visit the office of the Clerk of the Court for the United States District Court for the Northern District of California at San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or any of its locations (available at <https://cand.uscourts.gov/about/locations/>), Monday through Friday between 9 AM and 4 PM, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR ITS CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OF CLAIMS PROCESS.

**Who is Included?** Records indicate you are included in this Settlement as a Class Member. The Class includes the U.S. residents who were sent notice of the Data Breach.

**What does the Settlement Provide?** The Settlement provides compensation for lost time in addressing issues related to the Data Breach (up to 5 hours at \$25.00/hour), payment of out-of-pocket expenses related to the Data Breach (up to \$2,500.00 per person), three years of complimentary credit monitoring, payment for documented extraordinary loss related to the Data Breach (up to \$7,500.00 per person), and a \$150.00 payment for California residents to those who submit valid claims; attorneys' fees and expenses; costs of notice and administration; and a service award to the Settlement Administrator. In lieu of submitting a claim for lost time, out-of-pocket expenses, or extraordinary losses, you may submit a claim for a \$75.00 Alternative Cash Payment. The aggregate payment by Orrick is \$8,000,000.00. ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

**How To Get Benefits:** You must submit a Claim Form, including any required documentation. The deadline to file a Claim Form is October 28, 2024. You can easily file a claim online at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com). You can also get a paper Claim Form at the website or by calling toll-free 1-866-372-0017, and file by mail. When filing your claim use your unique Class Member ID (printed on the front of this notice).

**Your Other Options:** If you file a Claim Form, object to the Settlement and/or Attorneys' Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Orrick, <<ClientName>>, or Released Parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by September 30, 2024. If you do not exclude yourself, you may object to the Settlement and/or Attorneys' Fees and Expenses by September 30, 2024. The Court has scheduled a hearing in this case for November 8, 2024, to consider whether to approve the Settlement, Attorneys' Fees and Expenses, Service Awards of up to \$2,500.00 for each Class Representative, as well as any objections. This date may be changed without further notice. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The Motion for Attorneys' Fees and Expenses will be posted on the website after it is filed. For complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice and Settlement Agreement, visit [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com), or call 1-866-372-0017.

**EXHIBIT D**

Class Member ID: <<Claim8>>

PIN: <<PIN>>

### Court-Approved Legal Notice

*In re: Orrick, Herrington & Sutcliffe LLP Data Breach Litigation*  
Case No. 3:23-cv-04089-SI

## **If you were sent a notice regarding an Orrick, Herrington & Sutcliffe LLP data breach, you may be eligible for a cash payment from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A proposed Settlement has been reached with Orrick related to a data breach that Orrick experienced in 2023 (the "Data Breach"). The lawsuit, which is pending in the U.S. District Court for the Northern District of California, alleges that Orrick did not adequately protect certain personal information. Orrick denies any wrongdoing. No judgment or determination of wrongdoing has been made. This notice summarizes the proposed Settlement. For the precise terms, please visit [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com), contact Class Counsel at 405-235-1560, access the Court's 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 visit the office of the Clerk of the Court for the United States District Court for the Northern District of California at San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or any of its locations (available at <https://cand.uscourts.gov/about/locations/>), Monday through Friday between 9 AM and 4 PM, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR ITS CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OF CLAIMS PROCESS.

**Who is Included?** Records indicate you are included in this Settlement as a Class Member. The Class includes the U.S. residents who were sent notice of the Data Breach.

**What does the Settlement Provide?** The Settlement provides compensation for lost time in addressing issues related to the Data Breach (up to 5 hours at \$25.00/hour), payment of out-of-pocket expenses related to the Data Breach (up to \$2,500.00 per person), three years of complimentary credit monitoring, payment for documented extraordinary loss related to the Data Breach (up to \$7,500.00 per person), and a \$150.00 payment for California residents to those who submit valid claims; attorneys' fees and expenses; costs of notice and administration; and a service award to the Settlement Administrator. In lieu of submitting a claim for lost time, out-of-pocket expenses, or extraordinary losses, you may submit a claim for a \$75.00 Alternative Cash Payment. The aggregate payment by Orrick is \$8,000,000.00. ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

**How To Get Benefits:** You must submit a Claim Form, including any required documentation. The deadline to file a Claim Form is October 28, 2024. You can easily file a claim online at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com). You can also get a paper Claim Form at the website or by calling toll-free 1-866-372-0017, and file by mail. When filing your claim, use your unique Class Member ID (printed at the top of this notice).

**Your Other Options:** If you file a claim form, object to the Settlement and/or Attorneys' Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Orrick, <<ClientName>>, or Released Parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **September 30, 2024**. If you do not exclude yourself, you may object to the Settlement and/or Attorneys' Fees and Expenses by **September 30, 2024**. The Court has scheduled a hearing in this case for **November 8, 2024**, to consider whether to approve the Settlement, Attorneys' Fees and Expenses, Service Awards of up to \$2,500.00 for each Class Representative, as well as any objections. This date may be changed without further notice. You or your own lawyer, if you have

one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The Motion for Attorneys' Fees and Expenses will be posted on the website after it is filed. For complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice and Settlement Agreement, visit [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com), or call 1-866-372-0017.

**EXHIBIT E**

Orrick Data Breach Litigation  
Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

*In re: Orrick, Herrington &  
Sutcliffe LLP Data Breach Litigation*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Case No. 3:23-cv-04089-SI

**Must Be Postmarked  
No Later Than  
October 28, 2024**

**Class Member ID: <<Claim8>>  
PIN: <<PIN>>**

# ORR

## «Barcode»

Postal Service: Please do not mark barcode

ORR: Class Member ID: «Claim8»-«CkDig»

PIN: «PIN»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

### CLAIM FORM FOR ORRICK, HERRINGTON & SUTCLIFFE LLP DATA BREACH BENEFITS

COMPLETE AND SIGN THIS FORM AND FILE ONLINE NO LATER THAN **October 28, 2024** AT  
**www.OHSClassActionSettlement.com**, OR FILE BY MAIL POSTMARKED BY **October 28, 2024**.

*You must use this form to make a claim for lost time payments, out-of-pocket loss payments, alternative cash payment,  
CCPA payment, and free credit monitoring.*

Questions? Call 1-866-372-0017 or visit the website, **www.OHSClassActionSettlement.com**

#### CLASS MEMBER INFORMATION

First Name			M.I.	Last Name		
Primary Address						
Primary Address Continued						
City			State	ZIP Code		
Area Code	Telephone Number					
Email Address (This field is required to receive free credit monitoring. If provided, we will also communicate with you about your claim primarily by email.)						
Class Member ID						

*Failure to add your unique Class Member ID will result in denial of your claim. If you received a notice of this Settlement by U.S. mail, your unique Class Member ID is on the envelope or postcard. If you misplaced your notice, please contact the Settlement Administrator at 1-866-372-0017 or admin@OHSClassActionSettlement.com.*



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
----------------------------------	-----------------------------	-----------------------------	--	---



**SETTLEMENT OVERVIEW**

**Compensation for Lost Time:** If you spent time addressing issues relating to the Data Breach, you can make a claim for reimbursement for up to 5 hours of time at a rate of \$25.00/hour. To submit a valid claim, you must represent that the time and/or effort spent was incurred as a result of the Data Breach.

**Credit Monitoring:** You can submit a claim for three years of three-bureau credit monitoring services, including at least \$1 million in identity theft insurance.

**Compensation for Out-of-Pocket Expenses:** If you have incurred actual, unreimbursed expenses as a result of the Data Breach, you can make a claim for reimbursement for up to \$2,500.00. Examples of actual, unreimbursed expenses include: (i) costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and (iii) other documented losses that were not reimbursed. You must include documentation to support that the out-of-pocket expenses were the result of the Data Breach.

**Compensation for Documented Extraordinary Losses:** If you experienced out-of-pocket losses for actual identity theft or fraud and submit documentation to support that such losses are the result of the Data Breach, you can make a claim for up to \$7,500.00.

**Alternative Cash Payment:** In lieu of submitting a claim for attested time, out-of-pocket expenses, or extraordinary losses, you may make a claim for an Alternative Cash Payment of \$75.00.

**CCPA Payment:** If you are a California resident, you may make a claim for a CCPA payment of \$150.00 in recognition of your statutory claims under the California Consumer Privacy Act.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Failure to provide all required information will result in your claim being rejected by the Settlement Administrator.**

1. Were you sent a notice that your information may have been impacted in the Orrick Data Breach?

- Yes (Proceed to Question 2)
- No (You are not eligible to submit a claim)

**CLAIM FOR CREDIT MONITORING**

2. Do you wish to receive three years of three-bureau credit monitoring? [Note you must provide a valid email address above to receive this benefit.]

- Yes (Please include your email on the first page and proceed to Question 3)
- No (Proceed to Question 3)

**CLAIM FOR CCPA PAYMENT**

3. Were you a Resident of California any time between November 19, 2022 and March 13, 2023?

- Yes (Proceed to Question 4)
- No (Proceed to Question 4)

**CLAIM FOR ALTERNATIVE CASH PAYMENT**

4. Would you like to make a claim for an Alternative Cash Payment? The amount of your Alternative Cash Payment may be increased or decreased on a pro rata basis depending on the total amount of Approved Claims.

- Yes (Proceed to Certification and Signature)
- No (Proceed to Question 5)

**IMPORTANT: You CANNOT select both. You must choose between the Alternative Cash Payment OR submitting a claim for lost time, out-of-pocket expenses, or extraordinary losses. If you submit a claim for both, your claim for Alternative Cash Payment will be rejected and the Settlement Administrator will instead review the claim for lost time, out-of-pocket expenses, or extraordinary losses.**

**CLAIM FOR LOST TIME PAYMENT**

5. Did you spend time addressing issues related to the Orrick Data Breach?

- Yes (proceed to Question 6)
- No (Proceed to Question 7)

6. If you selected “Yes” for Question 5, please fill out the below statement indicating how many hours you spent addressing issues related to the Orrick Data Breach.

□ □ □ . □ □

Total hours (up to 5) addressing issues related to the Orrick Data Breach to be reimbursed at a rate of \$25.00/hour.

Please proceed to Question 7.



**CLAIM FOR REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND EXTRAORDINARY LOSSES**

7. Do you have documentation supporting that you experienced (i) costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and (iii) other documented losses that were not reimbursed? You may submit a claim, with supporting documentation, for up to \$2,500.00 in out-of-pocket expenses.

Yes (Complete the chart below)  No (Proceed to Question 8)

8. Do you have documentation showing you experienced actual identity theft losses or other unreimbursed fraudulent charges that are the result of the Data Breach? You may submit a claim, with supporting documentation, for up to \$7,500.00 in out-of-pocket losses.

Yes (Complete the chart below)  No (Please proceed to Certification and Signature).

<b>Loss Type</b> (Fill in all that apply)	<b>Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Documentation</b> (Identify what you are attaching and why)
<input type="radio"/> Bank fees incurred as a result of the Data Breach	_____	_____	<i>Example: Account statement with fees incurred as a result of the Data Breach highlighted.</i>  <i>The description of the fees in the documentation must be specific enough to enable the Settlement Administrator to determine why the fees were incurred, and you must explain why the fees were incurred as a result of the Data Breach.</i>
<input type="radio"/> Long distance phone charges incurred as a result of the Data Breach	_____	_____	<i>Example: Phone bills with long distance telephone calls made as a result of the Data Breach, and corresponding charges highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach.</i>  <i>You must explain who the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i>
<input type="radio"/> Cell phone charges (only if charged by the minute) incurred as a result of the Data Breach	_____	_____	<i>Example: Cell phone bill with calls made as a result of the Data Breach, and corresponding charges highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach. You must explain whom the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i>
<input type="radio"/> Data charges (only if charged based on the amount of data used) incurred as a result of the Data Breach	_____	_____	<i>Example: Cell phone bill with data charges incurred as a result of the Data Breach, and corresponding charges highlighted, along with an explanation of what the data charges are for and why they were incurred as a result of the Data Breach.</i>  <i>You must explain what activities the data charges correspond to and why they were incurred as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific activities that incurred data charges that you undertook as a result of the Data Breach.</i>



Loss Type (Fill in all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="radio"/> Postage charges incurred as a result of the Data Breach	<hr/>	<hr/>	<p><i>Example: Receipts from the United States postal service or other shipping companies, along with an explanation of what you sent and why you sent it.</i></p> <p><i>You must explain what you sent to incur the charges, to whom you sent it, and why you sent it as a result of the Data Breach.</i></p>
<input type="radio"/> Gasoline charges for local travel incurred as a result of the Data Breach	<hr/>	<hr/>	<p><i>Example: Gasoline receipt for gasoline used driving to the police station to file a police report regarding the Data Breach.</i></p> <p><i>You are entitled to claim reimbursement only for the gasoline you used as a result of the Data Breach, which may be less than a full tank. You must describe where you drove, the distance you traveled, why the travel was connected to the Data Breach, and the portion of any gasoline receipt that you attribute to the trips that you made as a result of the Data Breach.</i></p>
<input type="radio"/> Credit reports, credit monitoring, or other identity theft insurance products purchased between August 2019 and the Claims Deadline	<hr/>	<hr/>	<p><i>Example: Receipts or account statements reflecting charges incurred to view a credit report.</i></p>
<input type="radio"/> Other unreimbursed out-of-pocket losses caused by the Data Breach	<hr/>	<hr/>	<p><i>Example: Receipts documenting out-of-pocket losses not set forth above, and an explanation of why the loss was more likely than not caused by the Data Breach and a statement that you made reasonable efforts to avoid or seek reimbursement for the loss, including exhaustion of all available credit monitoring insurance and identity theft insurance. Other losses could include, solely by way of example, the costs associated with addressing a fraudulent tax return or unemployment claim made in your name.</i></p>

**CERTIFICATION AND SIGNATURE**

By submitting this Claim Form, I certify that I am a Settlement Class Member and am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments is true and correct. I do hereby swear (or affirm), under penalty of perjury, that the information provided above is true and accurate to the best of my knowledge and that any cash compensation or benefits I am claiming are based on losses or expenses I reasonably believe, to the best of my knowledge, were incurred as a result of the Data Breach.

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



**EXHIBIT F**

**NOTICE OF CLASS ACTION SETTLEMENT**

**NORTHERN DISTRICT OF CALIFORNIA**

*In re: Orrick, Herrington & Sutcliffe LLP Data Breach Litigation*

Case No. 3:23-cv-04089-SI

**If your personal information was accessed, compromised, or impacted in a data breach announced by Orrick, Herrington & Sutcliffe LLP, you are eligible for benefits from a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with Orrick, Herrington & Sutcliffe LLP (“Orrick”) in a class action lawsuit about a security incident impacting Orrick (the “Data Breach”). This notice summarizes the proposed Settlement. If you are a Settlement Class Member, there are benefits available to you from the proposed Settlement. The Settlement includes all individuals residing in the United States who were sent notice of the Orrick Data Breach. **The easiest way to submit a claim under the Settlement is online at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com).**

For the precise terms of the settlement agreement, please visit [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com), contact Class Counsel, Federman & Sherwood, at 405-235-1560, access the Court’s 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 visit the office of the Clerk of the Court for the United States District Court for the Northern District of California at San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or any of its locations (available at <https://cand.uscourts.gov/about/locations/>), Monday through Friday between 9 AM and 4 PM, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The Settlement provides payments and other benefits to people who submit valid claims for lost time, certain documented out-of-pocket expenses, and additional credit monitoring services. More specifically, the settlement relief includes:

- **Compensation for Lost Time:** If you spent time addressing issues relating to the Data Breach, you can make a claim for reimbursement for up to 5 hours of time at a rate of \$25.00/hour. To submit a valid claim, you must represent that the time and/or effort spent was incurred as a result of the Data Breach.
- **Credit Monitoring:** Orrick previously offered 24 months of credit monitoring services with its initial notice of the Data Breach. With this Settlement, you can submit a claim for three additional years of three-bureau credit monitoring services, including \$1 million in identity theft insurance.
- **Compensation for Out-of-Pocket Expenses:** If you have incurred actual, unreimbursed expenses as a result of the Data Breach, you can make a claim for reimbursement for up to \$2,500.00. Examples of actual, unreimbursed losses include: (i) costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and (iii) other documented losses that were not reimbursed. You must include documentation to support that the out-of-pocket expenses were the result of the Data Breach.
- **Compensation for Documented Extraordinary Loss:** If you experienced out-of-pocket losses for actual identity theft or fraud and submit documentation to support that such losses are the result of the Data Breach, you can make a claim for up to \$7,500.00.
- **CCPA Payment:** If you are a California resident, you can make a claim for a payment of \$150.00 in recognition of your claims under the California Consumer Privacy Act.
- **Alternative Cash Payment:** In lieu of submitting a claim for lost time, out-of-pocket expenses, or extraordinary loss, you may submit a claim for a \$75.00 Alternative Cash Payment.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Your legal rights are affected even if you do nothing. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	<p>You must submit a Claim Form in order to receive credit monitoring, CCPA Payments, Alternative Cash Payments and compensation for lost time and out-of-pocket expenses. Your Claim Form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator.</p> <p>For more detailed information, see Question 9.</p>	<b>October 28, 2024</b>
Exclude yourself from the Settlement	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Orrick (or any other Released Parties) for claims related to the Data Breach. If you opt out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 16.</p>	<b>September 30, 2024</b>
Object to or comment on the Settlement	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Orrick (or any other Released Parties) for claims related to the Data Breach, as described in the Settlement Agreement available on the Settlement website <a href="http://www.OHSClassActionSettlement.com">www.OHSClassActionSettlement.com</a>.</p> <p>For more detailed information, see Question 17.</p>	<b>September 30, 2024</b>
Do Nothing	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Orrick (or any other Released Parties) separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over this case still has to decide whether to grant final approval of the Settlement. Payments will be made only after the Court grants final approval of the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

**BASIC INFORMATION**..... Page 3

1. What is this notice, and why was it authorized?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

**WHO IS PART OF THE SETTLEMENT?**..... Page 4

5. How do I know if I am part of the Settlement?

**SETTLEMENT BENEFITS** ..... Page 4

6. What does the Settlement provide?
7. How will the Settlement help me protect against future identity theft and fraud?
8. What happens if the amount of claims exceeds the amount of the Settlement?

**HOW DO YOU RECEIVE A BENEFIT?** ..... Page 5

9. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, Lost Time, or Cash Payments?
10. How will claims be decided?
11. When will I get my payment?

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT** ..... Page 6

12. What am I giving up as part of the Settlement?

**THE LAWYERS REPRESENTING YOU** ..... Page 6

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. Will the Settlement Class Representative receive additional money?

**EXCLUDING YOURSELF FROM THE SETTLEMENT**..... Page 7

16. How do I exclude myself from the Settlement?

**OBJECTING TO THE SETTLEMENT** ..... Page 7

17. How do I tell the Court that I like or do not like the Settlement Agreement?

**GETTING MORE INFORMATION**..... Page 8

18. How do I get more information?

**BASIC INFORMATION**

**1. What is this notice, and why was it authorized?**

A Court authorized this notice to inform you how you may be affected by this proposed Settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was compromised in the Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

**2. What is this lawsuit about?**

On March 13, 2023, Orrick detected and immediately responded to a cybersecurity incident involving unauthorized file transfer activity (the “Data Breach”). The lawsuit claims that Orrick is responsible for the Data Breach.

Orrick denies these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Orrick.

### 3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the Settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Orrick. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class (“Class Counsel,” see Question 13) believe that the Settlement is in the best interests of the Settlement Class Members.

## WHO IS PART OF THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you were sent notice of the Data Breach. These notices were sent from around March 2023 to December 2023.

If you are not sure whether you are included in the Settlement, you may call 1-866-372-0017 or email [admin@OHSCClassActionSettlement.com](mailto:admin@OHSCClassActionSettlement.com) with questions.

## SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

The Settlement provides:

- Compensation for lost time addressing issues related to the Data Breach;
- Compensation for unreimbursed, out-of-pocket expenses;
- Three years of three-bureau credit monitoring (Question 7);
- Cash Payments for California residents;
- Cash Payments for all Settlement Class Members as an alternative to submitting a claim for lost time, out-of-pocket expenses, or extraordinary losses;
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Service Awards to the Settlement Class Representatives, as approved by the Court (Question 15);
- Payment of Attorneys’ Fees, costs, and expenses, as approved by the Court (Question 14); and
- Injunctive relief, including a number of security commitments by Orrick Herrington & Sutcliffe, LLP designed to prevent attacks similar to the Data Breach from occurring in the future.

**Settlement Benefit: Cash Payment for Lost Time:** Settlement Class Members who spent time addressing issues relating to the Data Breach can make a claim for reimbursement for up to 5 hours of time at a rate of \$25.00/hour.

To claim reimbursement for Lost Time, you must represent that the time and/or effort spent was incurred as a result of the Data Breach.

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses:** Settlement Class Members that have documented out-of-pocket losses as a result of the Data Breach can make a claim for reimbursement up to \$2,500.00. Out-of-Pocket Expenses that are eligible for reimbursement include the following:

- (i) costs and expenses spent addressing identity theft or fraud;
- (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and
- (iii) other documented losses that were not reimbursed.

QUESTIONS? VISIT [WWW.OHSCCLASSACTIONSETTLEMENT.COM](http://WWW.OHSCCLASSACTIONSETTLEMENT.COM) OR CALL 1-866-372-0017



To claim reimbursement for Out-of-Pocket Expenses, you must submit documentation supporting this claim, including but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

**Settlement Benefit: Payment for Documented Extraordinary Loss:** Settlement Class Members that have documented actual identity theft losses or other unreimbursed fraudulent charges that are the result of the Data Breach can make a claim for up to \$7,500.00.

To claim reimbursement for Documented Extraordinary Loss, you must submit reasonable documentation to support that the loss claimed was the result of the Data Breach.

**Settlement Benefit: CCPA Payment:** Settlement Class Members who are residents of California can make a claim for a payment of \$150.00 in recognition of their claims under the California Consumer Privacy Act.

**Settlement Benefit: Alternative Cash Payment:** In lieu of submitting a claim for lost time, out-of-pocket expenses, or extraordinary loss, you may submit a claim for a \$75.00 Alternative Cash Payment. Settlement Class Members eligible to receive the CCPA Payment must select this Alternative Cash Payment in addition to the CCPA Payment.

The Settlement Administrator will decide if your claim for Lost Time, Out-of-Pocket Expenses, Extraordinary Losses, CCPA Payment, and/or Alternative Cash Payment is valid. Only valid claims will be paid. The deadline to file a claim for Lost Time, Out-of-Pocket Expenses, Extraordinary Losses, CCPA Payment, and/or Alternative Cash Payment is **October 28, 2024**. The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.

7. How will the Settlement help me protect against future identity theft and fraud?

Settlement Class Members can submit a claim for three years of three-bureau credit monitoring services, including at least \$1 million in identity theft insurance.

The deadline to file a claim for credit monitoring is **October 28, 2024**. If you submit a valid Claim Form and elect to enroll in credit monitoring, you will receive enrollment instructions by email after the Settlement is final.

8. What happens if the amount of claims exceeds the amount of the Settlement?

The aggregate amount Orrick shall be responsible to pay under this Settlement Agreement is capped at \$8,000,000.00. If the total amount of Approved Claims made by Settlement Class Members, together with the Administration and Notice Costs, Service Awards, Attorneys' Fees, and Expenses, exceeds the aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Settlement Benefits paid by Orrick does not exceed the amount of the settlement.

## HOW DO YOU RECEIVE A BENEFIT?

9. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, Lost Time, or Cash Payments?

To file a claim for credit monitoring, for reimbursement for Lost Time, Out-of-Pocket Expenses, or Extraordinary Losses, or for CCPA Payments and Alternative Cash Payments, you will need to file a Claim Form with your Unique Class Member ID, which can be found on the postcard notice you received or by contacting the Settlement Administrator. **The easiest way to submit a Claim Form is online, by filling out the form at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com).** You can also download a paper Claim Form and return a completed Claim Form by mail addressed to:

*Orrick Data Breach Litigation* Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

The deadline to file a claim is **October 28, 2024** (this is the last day to file online and the postmark deadline for mailed claims).

10. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

Orrick's payment under the Settlement is subject to the aggregate cap discussed in Question 8.

#### 11. When will I get my payment?

The Court will hold a hearing on **November 8, 2024** to decide whether to approve the Settlement Agreement. This hearing date and time may be moved without notice to the class. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

#### 12. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Breach against Orrick and any Released Parties (which includes the entity, if any, listed on the settlement notice you received) when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Orrick or any Released Parties for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 16), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Orrick or any Released Parties regarding the Data Breach.

Paragraphs 2.34 and 2.35 of the Settlement Agreement define the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com).

If you have any questions, you can contact the Settlement Administrator (*see* Question 18).

### THE LAWYERS REPRESENTING YOU

#### 13. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood as Settlement Class Counsel. You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Settlement Class Counsel, Federman & Sherwood, can be reached at 405-235-1560.

#### 14. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis, meaning he has paid for all of the expenses in the case and has not been paid any money in relation to his work on this case. Accordingly, Class Counsel will ask the Court to award him Attorneys' Fees, costs, and expenses. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and Costs (which must be approved by the Court) will be filed by **August 26, 2024** and will be available to view on the Settlement website at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com). Any amount approved by the Court will be subject to the aggregate cap referenced in Question 8.

#### 15. Will the Settlement Class Representatives receive additional money?

The Settlement Class Representatives in this action are listed in the Settlement Agreement, which is available at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com). Class Counsel will ask the Court to award the Settlement Class Representatives a "Service Award" of \$2,500.00 for the time that the Settlement Class Representatives spent, and the risks that the Settlement Class Representatives undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court. Any amount approved by the Court will be subject to the aggregate cap referenced in Question 8.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Orrick, and you may file your own lawsuit against Orrick based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must do so online at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com) by **September 30, 2024** or mail a “request for exclusion,” postmarked no later than **September 30, 2024**, to:

*Orrick Data Breach Litigation* Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

The statement must:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion;
- (iv) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request.

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court that I like or do not like the Settlement Agreement?

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 should object.

Any objection to the proposed Settlement must be in writing. 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. All written objections and supporting papers must include:

- (i) The case name and number of the Action (“In re: Orrick, Herrington & Sutcliffe LLP Data Breach Litigation, Case No. 3:23-cv-04089-SI”);
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) A statement of the specific grounds for the objection; and
- (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must (1) be submitted to the Court either by filing it electronically or in person at any location of the United States District Court for the Northern District of California or by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, and (2) be filed or postmarked on or before **September 30, 2024**.

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **November 8, 2024 at 10:00 a.m. (PT)** before the Honorable Susan Illston, at the United States District Court for the Northern District of California located in Phillips Burton Federal Building & United States Courthouse, Courtroom 01, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. This hearing date and time may be moved without notice to the class. Please refer to the Settlement website ([www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com)) for notice of any changes. You may also access the Court's 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 at San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or any of its locations (available at <https://cand.uscourts.gov/about/locations/>), Monday through Friday between 9 AM and 4 PM, excluding Court holidays.

## GETTING MORE INFORMATION

### 18. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at [www.OHSClassActionSettlement.com](http://www.OHSClassActionSettlement.com) or call 1-866-372-0017. You can also contact the Settlement Administrator at [admin@OHSClassActionSettlement.com](mailto:admin@OHSClassActionSettlement.com) or by mailing a letter to *Orrick Data Breach Litigation* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, Federman & Sherwood, you may contact them at 405-235-1560. You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

You may also access the Court's 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 at San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or any of its locations (available at <https://cand.uscourts.gov/about/locations/>), Monday through Friday between 9 AM and 4 PM, excluding Court holidays.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed Settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed Settlement.

***Please do not contact the Court, its Clerks, or Orrick.***

**EXHIBIT G**

**Vanessa Santacruz**

---

**From:** Donny Kanner [REDACTED]  
**Sent:** Tuesday, August 13, 2024 10:32 AM  
**To:** OHS Class Action Settlement  
**Subject:** Request to submit settlement objection

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello.

I see a form online that shows what information is required to object to the Orrick settlement. I also see info that suggests there is a way to submit my objection electronically. However I cannot find it on the website where I can submit a web form with the requested info:  
<https://www.ohsclassactionsettlement.com/>

My objection is as follows:

Name: Daniel Kanner  
Class Member ID: 10138533  
[REDACTED]

Date: 8/13/2024

Re: \*\*Objection to Proposed Settlement in In Re: Orrick, Herrington & Sutcliffe LLP Data Breach Litigation\*\* \*\*Case No.: 3:23-cv-04089-SI\*\*

Dear Judge Illston, I am writing to formally object to the proposed settlement in the above-referenced case. While I appreciate the efforts to reach a settlement, I believe the sum of \$8,000,000 is insufficient given the scale of the breach and the potential harm to over 460,000 individuals. The settlement amount does not adequately reflect the seriousness of Orrick's failure to protect personal data.

Moreover, the requirement for affected individuals to provide extensive documentation to claim reimbursement for losses places an undue burden on the victims, many of whom may not have retained such records. This process seems overly complex and inaccessible for those who may not have the resources to provide the necessary documentation, thereby limiting the compensation they rightfully deserve.

Additionally, the settlement appears to focus solely on compensating individuals who can prove specific losses, without addressing the broader wrongdoing by Orrick. The settlement does not hold Orrick sufficiently accountable for its negligence in safeguarding personal information, as it only compensates those who can demonstrate direct financial harm rather than recognizing the general damages and potential long-term risks faced by all affected individuals.

Furthermore, I believe the settlement should include an obligation for Orrick to provide class members with specific details about the data that was compromised and offer resources to proactively prevent harm beyond just credit monitoring. These resources should help victims take preventive measures to secure their identities and personal information, addressing the full scope of potential risks resulting from the breach. It is also concerning that Orrick is not required to admit any wrongdoing as part of this settlement. This lack of accountability perpetuates a system where companies can evade full responsibility for their actions by settling out of court with a relatively small fine, which is insignificant compared to the damage they have caused.

This approach undermines the protection of individual rights and does not serve as a sufficient deterrent against future negligence. In light of these concerns, I respectfully request that the Court reconsider the settlement terms to better reflect the magnitude of the breach, ease the documentation requirements for affected individuals, and ensure that Orrick is held fully accountable for its role in this significant data breach. Thank you for your attention to this matter.

**EXHIBIT H**

**Orrick, Herrington & Sutcliffe LLP Data Claim Report****Selection criteria:** All Claims, Opt Outs, Ordered by: c.ClaimID

<b>Bundle / Item</b>	<b>Claim No</b>	<b>Claimant Name</b>	<b>State-Zip</b>	<b>Taxpayer ID</b>	<b>Allowed Loss</b>	<b>Distribution</b>
	ORR-10049364-5	KITE, DARYL	VA 22827			
	ORR-10050782-4	KNIGHTING, GISELLE	VA 22835			
	ORR-10080800-0	SIMON, BODHI	CA 92672			
	ORR-10080801-8	SIMON, JESSICA	CA 92672			
	ORR-10196770-5	XING, DIKAN	WA 98112			
	ORR-10230507-2	SCHMIDT, TIMOTHY L	MD 21136			
	ORR-10291377-3	ANDERSON, RUTH	MO 64485			
	ORR-10300624-9	LAI, LEONARD	CA 94583			
	ORR-10300625-7	LAI, PAMELA	CA 94583			
	ORR-10351083-4	DAHU, JIMMY F	NV 89044			
	ORR-10388983-3	GREENE, SALLY L	CA 95688			
	ORR-10424185-3	KENDL, ASHLEY	CA 92119			
	ORR-10538338-4	NEWSOM, ALOREA	KY 41537			
	ORR-10538345-7	NEWSOM, LEVI	KY 41537			
	ORR-10549153-5	KISER, CAROL	TN 37075			
	ORR-10572262-6	ZAMOR, LAURENCE	MN 55076			
	ORR-10579601-8	VERRONE, PATTI A	FL 33872			
	ORR-10594620-6	ZALIAGIRIS, JOHN	MI 48439			
	ORR-10598099-4	TURNER, DEBRA	CA 94553			

**# Claims**

Report Totals: 19



# Exhibit 3

1 William B. Federman  
2 *Admitted Pro Hac Vice*  
3 FEDERMAN & SHERWOOD  
4 10205 North Pennsylvania Avenue  
5 Oklahoma City, OK 73120  
6 Telephone: (405) 235-1560  
7 Facsimile: (405) 239-2112  
8 WBF@federmanlaw.com

9 Interim Lead Counsel for Plaintiffs and the Class

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 IN RE: ORRICK, HERRINGTON & ) Master File No. 3:23-cv-04089-SI  
13 SUTCLIFFE, LLP DATA BREACH )  
14 LITIGATION )  
15 This Document Relates To: ) [PROPOSED] FINAL APPROVAL ORDER  
16 AND JUDGMENT  
17 All actions. )  
18 \_\_\_\_\_ )

19 On May 31, 2024, this Court entered an order granting preliminary approval (the  
20 “Preliminary Approval Order”) (Doc. 67) of the Settlement between the Settlement Class  
21 Representatives, on behalf of themselves and the Settlement Class, and Orrick, Herrington &  
22 Sutcliffe LLP (“Orrick”), as memorialized in Exhibit 1 (Doc. 58-1) to Plaintiffs’ Motion for  
23 Preliminary Approval of Class Action Settlement.<sup>1</sup>

24 On July 30, 2024, pursuant to the notice requirements set forth in the Settlement and in the  
25 Preliminary Approval Order, the Settlement Class Members were apprised of the nature and  
26

27 <sup>1</sup> The capitalized terms used in this Final Approval Order and Judgment shall have the same  
28 meaning as defined in the Settlement except as may otherwise be indicated.

1 pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object,  
2 and/or appear at the final approval hearing.

3  
4 On November 8, 2024, the Court held a final approval hearing to determine, inter alia:  
5 (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be  
6 entered dismissing all claims in the Consolidated Complaint with prejudice. Prior to the final  
7 approval hearing, Class Counsel filed a declaration from the Settlement Administrator confirming  
8 that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary  
9 Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly  
10 notified of their right to appear at the final approval hearing in support of or in opposition to the  
11 proposed Settlement, the award of attorney's fees, costs, and expenses, and the payment of Service  
12 Awards.  
13

14 Having given an opportunity to be heard to all requesting persons in accordance with the  
15 Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for  
16 Orrick, having reviewed all of the submissions presented with respect to the proposed Settlement,  
17 having determined that the Settlement is fair, adequate, and reasonable, having considered the  
18 application made by Class Counsel for attorney's fees, costs, and expenses, and the application for  
19 Service Awards, and having reviewed the materials in support thereof, and good cause appearing:  
20

21 **IT IS HEREBY ORDERED THAT:**

22 1. The Court has jurisdiction over the subject matter of this action and over all claims  
23 raised therein and all Parties thereto, including the Settlement Class Members. The Court also has  
24 personal jurisdiction over the Parties and the Settlement Class Members.

25 2. The Settlement was entered into in good faith following arm's length negotiations  
26 and is non-collusive.  
27  
28



1 9. A list of those putative individuals who have timely and validly elected to opt out  
 2 of the Settlement in accordance with the requirements in the Settlement (the “Opt-Out Members”)  
 3 has been submitted to the Court in the Declaration of Vanessa Santacruz filed in advance of the  
 4 final approval hearing. That list is attached as Exhibit A to this Order. The persons and/or entities  
 5 listed in Exhibit A are not bound by the Settlement, or this Final Approval Order and Judgment,  
 6 and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit  
 7 A shall be deemed not to be Releasing Parties.  
 8

9 **CLASS CERTIFICATION**

10 10. For purposes of the Settlement and this Final Approval Order and Judgment, the  
 11 Court hereby finally certifies for settlement purposes only the following Settlement Class:  
 12

13 All residents of the United States who were sent notice that their personal  
 14 information was accessed, stolen, or compromised as a result of the Data Breach.  
 15 Excluded from the Settlement Class are (i) Orrick, any Entity in which Orrick has  
 16 a controlling interest, and Orrick’s partners, officers, directors, legal  
 17 representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or  
 18 judicial officer presiding over the Action and the members of their immediate  
 19 families and judicial staff; and (iii) any individual who timely and validly opts out  
 20 of the Settlement.

21 11. For purposes of the Settlement and this Final Approval Order and Judgment, the  
 22 Court also finally certifies for settlement purposes only the following California Subclass:  
 23 members of the Settlement Class who were residents of the State of California any time between  
 24 November 19, 2022 to March 13, 2023. As used throughout this Order, the term “Settlement  
 25 Class” shall include both the nationwide Settlement Class and the California Subclass, unless  
 26 expressly noted elsewhere.

27 12. The Court determines that for settlement purposes the Settlement Class meets all  
 28 the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so  
 numerous that joinder of all members is impractical; that there are common issues of law and fact;

1 that the claims of the class representatives are typical of absent class members; that the class  
2 representatives will fairly and adequately protect the interests of the class as they have no interests  
3 antagonistic to or in conflict with the class and have retained experienced and competent counsel  
4 to prosecute this matter; that common issues predominate over any individual issues; and that a  
5 class action is the superior means of adjudicating the controversy  
6

7 13. The Court grants final approval to the appointment of Dennis R. Werley, Robert D.  
8 Jensen, Rachel Mazanec, Scott Morrissett, Robert Bass, Jody Frease, Kimberly L. McCauley, Joby  
9 Childress, and Cathi Soule as the Settlement Class Representatives. The Court concludes that the  
10 Settlement Class Representatives have fairly and adequately represented the Settlement Class and  
11 will continue to do so.  
12

13 14. The Court grants final approval to the appointment of William Federman of  
14 Federman & Sherwood as Lead Class Counsel. The Court concludes that Lead Class Counsel has  
15 adequately represented the Settlement Class and will continue to do so. The Court grants final  
16 approval to the appointment of Robert Green of Green & Noblin P.C., Amber L. Schubert of  
17 Schubert Jonckheer & Kolbe LLP, and M. Anderson Berry of Clayco C. Arnold APC as members  
18 of the Plaintiffs' Steering Committee.  
19

#### 20 **NOTICE TO THE SETTLEMENT CLASS**

21 15. The Court finds that the Notice Plan, set forth in the Settlement and effectuated  
22 pursuant to the Preliminary Approval Order, was the best notice practicable under the  
23 circumstances, was reasonably calculated to provide and did provide due and sufficient notice to  
24 the Settlement Class Members of the pendency of the Action, certification of the Settlement Class  
25 for settlement purposes only, the existence and terms of the Settlement, their right to exclude  
26 themselves, their right to object to the Settlement and to appear at the final approval hearing, and  
27  
28

1 satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution,  
2 and all other applicable laws.

3  
4 16. The Court finds that Orrick has fully complied with the notice requirements of the  
5 Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

6 **AWARD OF ATTORNEY'S FEES AND SERVICE AWARDS**

7 17. The Court has considered Class Counsel's Motion for attorney's fees, costs, and  
8 expenses, and for service awards.

9 18. The Court awards Class Counsel 25.00% of the gross Settlement Fund as an award  
10 of attorney's fees, (or \$2,000,000.00) and \$31,500.86 as an award of costs and expenses to be paid  
11 in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to  
12 be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned  
13 thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of  
14 attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness,  
15 reasonableness, and adequacy of the Settlement.

16  
17 19. The Court grants Class Counsel's request for Service Awards and awards \$2,500.00  
18 to each Settlement Class Representative. These Service Awards shall be paid from the Settlement  
19 Fund in accordance with the Settlement. Any uncashed Service Awards shall be treated consistent  
20 with Section 7.4 of the Settlement Agreement.

21  
22 **OTHER PROVISIONS**

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

24 21. Within the time period set forth in the Settlement, the relief provided for in the  
25 Settlement shall be made available to the Settlement Class Members submitting valid Claim  
26 Forms, pursuant to the terms and conditions of the Settlement.  
27  
28

1           22. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs,  
2 assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other  
3 person purporting to claim on their behalf, hereby expressly, generally, absolutely,  
4 unconditionally, and forever release and discharge any and all Released Claims against the  
5 Released Parties and any of their current, former, and future affiliates, parents, subsidiaries,  
6 representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers,  
7 reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the  
8 Settlement or this Agreement.  
9

10           23. “Released Parties” means Orrick, and its current and former partners, divisions, and  
11 affiliated companies, as well as these entities’ respective predecessors, successors, assigns,  
12 directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys,  
13 advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers,  
14 distributors, service providers, and retailers; *and* All Entities, including former and current Orrick  
15 clients, whose information was accessed, compromised, or impacted by the Data Breach, as well  
16 as those Entities’ current and former parents, subsidiaries, divisions, and affiliated companies,  
17 whether indirect or direct, as well as directors, officers, agents, vendors, insurers, reinsurers,  
18 shareholders, attorneys, advisors, consultants, representatives, and contractors. Released Parties  
19 expressly include, but are not limited to, all Entities whose information was accessed,  
20 compromised, or impacted by the Data Breach who are identified in any notice of Settlement sent  
21 to Settlement Class Members. For the avoidance of doubt, the Released Parties also include the  
22 business associates and/or covered entities who were the data owners of the information accessed,  
23 compromised, or impacted by the Data Breach.  
24  
25  
26  
27  
28



1           24.     “Released Claims” means any and all claims, defenses, demands, actions, causes  
2 of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt,  
3 losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any  
4 relief whatsoever, including monetary sanctions or damages for contempt, injunctive or  
5 declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental,  
6 consequential, or punitive damages, as well as any and all claims for treble damages, penalties,  
7 interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or  
8 unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or  
9 unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data  
10 Breach, any legal, factual, or other allegations in the Action, or any theories of recovery that were,  
11 or could have been, raised at any point in the Action.

12           25.     For the avoidance of doubt, the Released Claims are to be construed broadly and  
13 include, without limitation, any claims that a Releasing Party may have under the law of any  
14 jurisdiction, including, without limitation, those arising under state or federal law of the United  
15 States (including, without limitation, any causes of action under the California Consumer Privacy  
16 Act, Cal. Civ. Code §§ 1798.100 et seq. and any similar statutes in effect in the United States or  
17 in any states in the United States); causes of action under the common or civil laws of any state in  
18 the United States, including but not limited to: unjust enrichment, negligence, bailment,  
19 conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary  
20 duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether  
21 fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy,  
22 public disclosure of private facts, and misappropriation of likeness and identity; any causes of  
23 action based on privacy rights provided for under the constitutions of the United States or of any  
24  
25  
26  
27  
28

1 states in the United States; any statutory claims under state or federal law; and also including, but  
2 not limited to, any and all claims in any state or federal court of the United States, for damages,  
3 injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and  
4 expenses, pre-judgment interest, credit or financial account monitoring services, identity theft  
5 insurance, the creation of a fund for future damages, statutory penalties, restitution, the  
6 appointment of a receiver, and any other form of relief.

8         26. "Unknown Claims" means any and all Released Claims that any Settlement Class  
9 Representative or Settlement Class Member does not know or suspect to exist in his or her favor  
10 as of the Effective Date and which, if known by him or her, might have affected his or her  
11 decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties  
12 stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement  
13 Class Members shall have waived any and all provisions, rights, and benefits conferred by any law  
14 of any state or territory of the United States, the District of Columbia, or principle of common law  
15 or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542,  
16 which provides:

18                   **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
19                   **THAT THE CREDITOR OR RELEASING PARTY DOES**  
20                   **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
21                   **FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
22                   **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
23                   **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
24                   **WITH THE DEBTOR OR RELEASED PARTY.**

25 The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class  
26 Member by operation of law shall be deemed to have acknowledged, that the inclusion of  
27 "Unknown Claims" in the definition of Released Claims was separately bargained for and was a  
28 key element of the Settlement Agreement.

1           27.     This Final Approval Order and Judgment, the Settlement, and all acts, statements,  
2 documents, and proceedings relating to the Settlement shall not be offered or received against  
3 Orrick as evidence of or construed as or deemed to be evidence of any presumption, concession,  
4 or admission by Orrick with respect to the truth of any fact alleged by any Settlement Class  
5 Representative or any Settlement Class Member or the validity of any claim that has been or could  
6 have been asserted in the Action or in any litigation, or the deficiency of any defense that has been  
7 or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault,  
8 breach of duty, or wrongdoing of Orrick; *provided, however*, that nothing in the foregoing, the  
9 Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of  
10 the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or  
11 enforce the Settlement or this Final Approval Order and Judgment (including all releases in the  
12 Settlement and Final Approval Order and Judgment), or to defend against the assertion of any  
13 Released Claims in any other proceeding, or as otherwise required by law.

16           28.     This Final Approval Order and Judgment and the Settlement, and all acts,  
17 statements, documents, and proceedings relating to the Settlement are not, and shall not be  
18 construed as or received in evidence as an admission, concession, or presumption against any  
19 Settlement Class Representative or any Settlement Class Member that any of their claims are  
20 without merit, or that any defense asserted by Orrick has any merit, or that damages recoverable  
21 in the Action would not have exceeded the Settlement Fund.

23           29.     The Settlement (including without limitation the releases therein) shall be forever  
24 binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or  
25 other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf  
26  
27  
28

1 of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to  
2 the provisions of this Final Approval Order and Judgment.

3  
4 30. The Court hereby dismisses the Action and the Consolidated Complaint and all  
5 claims therein on the merits and with prejudice, without fees or costs to any Party except as  
6 provided in this Final Approval Order and Judgment.

7 31. Consistent with Paragraph 6.3.5 of the Settlement, if the Effective Date, as defined  
8 in the Settlement Agreement, does not occur for any reason, this Final Approval Order and  
9 Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force  
10 and effect whatsoever; the Settlement shall be considered null and void; all of the Parties'  
11 obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order  
12 and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo  
13 ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties  
14 shall be restored to their respective positions in the Action as if the Settlement Agreement had  
15 never been entered into (and without prejudice to any of the Parties' respective positions on the  
16 issue of class certification or any other issue).

17  
18 32. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority  
19 to issue any order necessary to protect its jurisdiction from any action, whether in state or federal  
20 court.

21  
22 33. Without affecting the finality of this Final Approval Order and Judgment, the Court  
23 will retain exclusive jurisdiction over the subject matter and the Parties with respect to the  
24 interpretation and implementation of the Settlement for all purposes, including enforcement of its  
25 terms at the request of any party, and resolution of any disputes that may arise relating in any way  
26 to the implementation of the Settlement or the implementation of this Final Order and Judgment.  
27  
28

1 IT IS SO ORDERED this \_\_\_\_ day of November, 2024.

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_  
THE HONORABLE JUDGE SUSAN ILLSTON

# Exhibit A

**Orrick, Herrington & Sutcliffe LLP Data Claim Report****Selection criteria:** All Claims, Opt Outs, Ordered by: c.ClaimID

<b>Bundle / Item</b>	<b>Claim No</b>	<b>Claimant Name</b>	<b>State-Zip</b>	<b>Taxpayer ID</b>	<b>Allowed Loss</b>	<b>Distribution</b>
	ORR-10049364-5	KITE, DARYL	VA 22827			
	ORR-10050782-4	KNIGHTING, GISELLE	VA 22835			
	ORR-10080800-0	SIMON, BODHI	CA 92672			
	ORR-10080801-8	SIMON, JESSICA	CA 92672			
	ORR-10196770-5	XING, DIKAN	WA 98112			
	ORR-10230507-2	SCHMIDT, TIMOTHY L	MD 21136			
	ORR-10291377-3	ANDERSON, RUTH	MO 64485			
	ORR-10300624-9	LAI, LEONARD	CA 94583			
	ORR-10300625-7	LAI, PAMELA	CA 94583			
	ORR-10351083-4	DAHU, JIMMY F	NV 89044			
	ORR-10388983-3	GREENE, SALLY L	CA 95688			
	ORR-10424185-3	KENDL, ASHLEY	CA 92119			
	ORR-10538338-4	NEWSOM, ALOREA	KY 41537			
	ORR-10538345-7	NEWSOM, LEVI	KY 41537			
	ORR-10549153-5	KISER, CAROL	TN 37075			
	ORR-10572262-6	ZAMOR, LAURENCE	MN 55076			
	ORR-10579601-8	VERRONE, PATTI A	FL 33872			
	ORR-10594620-6	ZALIAGIRIS, JOHN	MI 48439			
	ORR-10598099-4	TURNER, DEBRA	CA 94553			

**# Claims**

Report Totals: 19