

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.**

For the precise terms of the settlement agreement, please visit 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>	October 28, 2024
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>	September 30, 2024
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 www.OHSCClassActionSettlement.com.</p> <p>For more detailed information, see Question 17.</p>	September 30, 2024
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 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 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.** 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.OHSCClassActionSettlement.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.OHSCClassActionSettlement.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.OHSCClassActionSettlement.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 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) 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 or call 1-866-372-0017. You can also contact the Settlement Administrator at 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.