

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: YAHOO! INC. CUSTOMER
DATA SECURITY BREACH
LITIGATION

Case No. 16-MD-02752-LHK

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL**

Re: Dkt. Nos. 368, 369, 388

This matter is before the Court on Plaintiffs’ motion for preliminary approval of class action settlement. Plaintiffs, individually and on behalf of the proposed settlement class, and Defendants have entered into an Amended Settlement Agreement and Release (“Amended Settlement Agreement”) that settles the above-captioned litigation. Having considered the motion, the Amended Settlement Agreement together with all exhibits and attachments thereto, the record, and the briefs and oral argument in this matter, **IT IS HEREBY ORDERED** as follows:

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

1 All U.S. and Israel residents and small businesses with Yahoo
2 accounts at any time during the period January 1, 2012 through
3 December 31, 2016, inclusive; provided, however, that the following
4 are excluded from the Settlement Class: (i) Defendants, (ii) any entity
5 in which Defendants have a controlling interest, (iii) Defendants'
6 officers, directors, legal representatives, successors, subsidiaries, and
7 assigns; (iv) any judge, justice, or judicial officer presiding over this
8 matter and the members of their immediate families and judicial staff;
9 and (v) any individual who timely and validly opts-out from the
10 Settlement Class.

11 14. The Court preliminarily finds that the Settlement Class satisfies the requirements of
12 Federal Rule of Civil Procedure 23(a): (1) the Settlement Class is comprised of approximately
13 194,000,000 million individuals; (2) there are questions of law or fact common to the Settlement
14 Class; (3) the Settlement Class Representatives' claims are typical of those of Settlement Class
15 Members; and (4) the Settlement Class Representatives will fairly and adequately protect the
16 interests of the Settlement Class.

17 15. The Court preliminarily finds that the Settlement Class satisfies the requirements of
18 Federal Rule of Civil Procedure 23(b)(3): (1) the questions of law or fact common to the
19 Settlement Class predominate over individual questions; (2) class action litigation is superior to
20 other available methods for the fair and efficient adjudication of this controversy; and (3)
21 Defendants have acted or refused to act on grounds that apply generally to the Settlement Class.

22 16. The Court hereby appoints as Settlement Class Representatives: John Bell,
23 Michelle Bouras, Jana Brabcova, Reid Bracken, Paul Dugas, Hashmatullah Essar, Hilary
24 Gamache, Mali Granot, Kimberly Heines, Andrew J. Mortensen, Brian Neff, Jared Pastor,
25 Brendan Quinn, Deana Ridolfo, Matthew Ridolfo, and Yaniv Rivlin.

26 17. The Court hereby appoints:

- 27 a. Lead Settlement Class Counsel: John Yanchunis of Morgan & Morgan Complex
28 Litigation Group;
- b. Executive Settlement Class Counsel: Ariana Tadler of Tadler Law LLP, Stuart
Davidson of Robins Geller Rudman & Dowd LLP, Gayle Blatt of Casey Gerry

1 Schenk Francavilla Blatt & Penfield LLP, and Karen Hanson Riebel of Lockridge
2 Grindal Nauen PLLP; and

3 c. Additional Settlement Class Counsel: Daniel Robinson of Robinson Calcagnie, Inc.

4 **NOTICE & ADMINISTRATION**

5 18. The Court appoints Heffler Claims Group as the Settlement Administrator to fulfill
6 the duties of the Settlement Administration set forth in the Amended Settlement Agreement.

7 19. As discussed, on July 11, 2019, Plaintiffs filed their amended notices, which
8 include (1) an amended long form notice (ECF No. 388-1), (2) an amended short form notice
9 (ECF No. 388-2), and (3) an amended publication notice (ECF No. 388-3) (collectively,
10 “Amended Notices”).

11 20. The Court approves the Amended Notices subject to the following changes. The
12 following language must be added to the definition of the “2014 Data Breach” in the amended
13 short form notice and the amended publication notice: “, and, as a result, the actors may have also
14 gained access to the contents of breached Yahoo accounts, and thus, any private information
15 contained within users’ emails, calendars, and contacts.” The Court’s changes would make the
16 definition of the 2014 Data Breach substantively identical in the amended short form notice,
17 amended publication notice, and amended long form notice. The Court refers to the Amended
18 Notices with the Court’s changes as the “Approved Notices.”

19 21. The Court finds that the Approved Notices and Notice Plan set forth in the
20 Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil
21 Procedure 23 and provide the best notice practicable under the circumstances. The Approved
22 Notices and Notice Plan are reasonably calculated to apprise Settlement Class Members of the
23 nature of this litigation, the scope of the Settlement Class, the terms of the Amended Settlement
24 Agreement, the right of Settlement Class Members to object to the Amended Settlement
25 Agreement or exclude themselves from the Settlement Class and the process for doing so, and of
26 the Final Approval Hearing.

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

13 35. The dates of performance contained herein may be extended by order of the Court,
 14 for good cause shown, without further notice to the Settlement Class.

15 SUMMARY OF DEADLINES

16 36. The preliminarily approved Settlement shall be administered according to its terms
 17 pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this
 18 Order include but are not limited to:

19 Notice Date:	45 Days from the instant Preliminary Approval Order
20 Motion for Final Approval and 21 Motion for Service Awards, 22 Attorneys' Fees and Costs:	195 Days from the instant Preliminary Approval Order
23 Opt-Out and Objection Deadlines:	230 Days from the instant Preliminary Approval Order
24 Claims Period:	365 Days from the instant Preliminary Approval Order
25 Final Approval Hearing	April 2, 2020 at 1:30 p.m.

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IT IS SO ORDERED.

Dated: July 20, 2019



LUCY H. KOH
United States District Judge

United States District Court
Northern District of California