

Exhibit D – Form of Release

RELEASE OF RIGHTS AND CLAIMS

1. I, the undersigned, on behalf of myself, my heirs, executors, administrators, successors and assigns, execute this Release of Rights and Claims (the “**Release**”) in exchange for the treatment set forth in sections columns E, H, and K of the attached **Exhibit 1**, relating to, allowance of disputed claims for WARN damages and waiting time penalties (but not including columns C, D, F, and G relating to amounts the Debtor does not dispute for accrued, vested and unused vacation claims and contract wage claims which I understand I am entitled to whether or not I execute this Release) and as provided for the Joint Plan of Liquidation of Heller Ehrman LLP filed in the Bankruptcy Case.

2. Definitions:

a. “**Amended Complaint**” means the amended complaint in the Biggers Action filed on or about April 23, 2009, which added as defendants the Defendant Shareholder Class and the Non-Debtor Defendants. The Amended Complaint alleges (1) violation of the Federal Worker Adjustment and Retraining Notification (“WARN”) Act, 29 U.S.C. §§ 2101 *et seq.*; (2) violation of the California WARN Act; (3) failure to pay vacation in violation of California law; (4) waiting time penalties; (5) failure to pay wages under Washington law; (6) breach of contract as to the Washington and New York putative vacation class; (7) promissory estoppel as to the Washington and New York putative vacation class; (8) failure to pay wages under Washington, D.C. and New York law; and (9) unfair business practices under California law.

b. “**Bankruptcy Case**” means the Chapter 11 Case Number 08-32514, in the United States Bankruptcy Court for the Northern District of California initiated when the Debtor filed a voluntary petition under chapter 11 of Title 11 of the United States Code on December 28, 2008.

c. “**Biggers Action**” means that action initiated on or about March 31, 2009 when the Class Representatives filed a class-action complaint, *Biggers, et al, v. Heller Ehrman LLP*, Adv. No. 09-03058, commencing an adversary proceeding against the Debtor on behalf of themselves and purportedly on behalf of the Plaintiff Class Members.

d. “**Committee**” means Official Committee of Unsecured Creditors of the Debtor

e. “**Class Proof of Claim**” means collectively, the Class Proof of Claim filed on behalf of all purported Plaintiff Class Members in the Biggers Action on or about March 27, 2009 and the Amended Class Proof of Claim filed on April 3, 2009 and alleging substantially the same claims as alleged in the Biggers Action.

f. “**Debtor**” means Heller Ehrman LLP.

g. “**Defendant Shareholder Class**” means individuals Matthew Larrabee, Robert Hubbell, Steven Koppel, Marie Fiala, Mark Weeks, Lynn Loacker, Barry Levin, Kenneth Chernof, Lawrence Keeshan, Robert Rosenfeld, Peter Benvenuti, and Jonathan Hayden, on behalf of themselves and on behalf of the individuals listed on **Exhibit 2** to

the Settlement Agreement. The Defendant Shareholder Class includes all of the individuals listed on Exhibit 2 to the Settlement Agreement that do not opt-out of the class.

h. “**Non-Debtor Defendants**” means Heller Ehrman (California), A Professional Corporation; Heller Ehrman (Washington), P.S.; Heller, Ehrman, White, & McAuliffe (Oregon), P.C.; Heller Ehrman (Alaska), P.C.; Heller Ehrman (New York), A Professional Corporation; Heller Ehrman (China), P.C.

i. “**Plaintiff Class Members**” means the Class Representatives and the persons listed on **Exhibit A** to the Settlement Agreement.

j. “**Plaintiff Class Representatives**” means Debora K. Biggers, Carl Goodman, Anna Scarpa, and Marjorie Norris, on behalf of themselves and on behalf of the individuals named on **Exhibit A** to the Settlement Agreement.

k. “**Settlement Agreement**” means that certain Compromise and Settlement Agreement, dated as of October 8, 2009, entered into by and between Plaintiff Class Representatives Plaintiff Class Representative on behalf of the Plaintiff Class Members, on the one hand and the Debtor, the Non-Debtor Defendants, the Defendant Shareholder Class, and the Committee, on the other hand, and attached hereto as **Exhibit B**.

l. “**WARN Act**” means Federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.* and California Labor Code section 1400 *et seq.*

3. I understand that by signing below, I, on behalf of myself and my heirs, executors, administrators, successors and assigns, fully and forever release and discharge, the non-Debtor Defendants, the non-Debtor Defendants’ estates, all their respective assigns, heirs, and agents, the Debtor, the Debtor’s estate, the Defendant Shareholder Class and its members (except for those who have opted out of the Settlement Agreement), their current and former parents, liquidating trustee, subsidiary and affiliated entities, and their respective shareholders, officers, directors, shareholders, agents, employees, partners, members, accountants, attorneys, insurers, representatives and other agents, and all of their respective predecessors, successors and assigns (collectively, the “**Released Parties**”), of and from any and all claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys’ fees and costs and damages of whatever kind or nature, at law, in equity and otherwise, whether known or unknown, anticipated, suspected or disclosed, which I may now have or hereafter may have against the Released Parties, which relate to or are based on the facts alleged in the Amended Complaint including, but not limited to claims relating to the federal and California WARN Acts, waiting time penalties, or wages, severance, payments for accrued, vested and unused vacation or benefits under any federal, state or local law or regulation arising out of my employment or termination by the Debtor, including, but not limited to: (i) all claims asserted or that could have been asserted in the Amended Complaint; (ii) the WARN Act; and (iii) any other claims for back or severance pay or wages or benefits based on or arising out of any federal, state or local statute, ordinance or regulation; provided, however, that claims and/or rights as against Bank of America, N.A., or related companies, and as against Citibank, N.A., or related companies, shall

not be released; and provided further that claims arising under or related to any employee's Supplemental Profit Sharing Contributions pursuant to Heller Ehrman LLP's 401k Retirement Savings and Profit Sharing Plan shall not be released. The claims released hereunder are referred to herein as the "*Claims*."

4. The Class Proof of Claim shall be deemed withdrawn and disallowed..

5. Any individual proof of claim that I have filed in the Debtor's bankruptcy case or claim that has been scheduled in the Debtor's schedules shall be deemed withdrawn, disallowed and expunged to the extent such proof of claim or claims assert any Claims released herein and I hereby agree to file a withdrawal of such proofs of claim in a form acceptable to the Debtor.

6. I hereby acknowledge that I am familiar with the provisions of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to the claims I am releasing hereunder, I waive and relinquish, to the fullest extent that the law permits, the provisions, rights, and benefits of California Civil Code § 1542 and other statutes, regulations or common law principles of similar effect. Such release, however, shall not release the Debtor's obligations pursuant to Exhibit 1 hereto and the Joint Plan of Liquidation. I hereby agree and acknowledge that this waiver and relinquishment is an essential term of my receiving the consideration set forth in sections B, C and D of Exhibit A hereto, without which such consideration provided to me would not have been given. In connection with such waiver and relinquishment, I acknowledge that I am aware that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true, with respect to the matters released herein. Nevertheless, it is my intent in executing this Release of Rights and Claims to fully, finally, and forever to settle and release all such matters, and all claims relative thereto, which exist, may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) which are the subject of the releases granted hereunder.

I, the undersigned, have read the foregoing Release and the Exhibits thereto and understand its contents.

Signature

Address

Name (printed or typed)

()

Date

Telephone

Exhibit 1

Schedule of Treatment Under Plan of Liquidation

Name of Employee	Total number of days of accrued, vested and unused vacation on last day of work	Total allowed claim for accrued, vested and unused vacation as of last day of work	Total allowed claim for unpaid wages (other than vacation), including amounts owed under contract and non-discretionary bonuses	Total allowed claim for WARN damages	Portion of claim for accrued, vested, and unused vacation accrued between 5/4/08 and 10/31/08 entitled to priority up to "priority wage cap" of \$10,950 under Bankruptcy Code section 507(a)(4).	Portion of claim for unpaid wages (other than vacation) accrued between 5/4/08 and 10/31/08 entitled to priority up to "priority wage cap" of \$10,950 under Bankruptcy Code section 507(a)(4)	Portion of WARN claim entitled to priority up to "priority wage cap" of \$10,950 under Bankruptcy Code section 507(a)(4)	Total allowed claim entitled to wage priority under Bankruptcy Code section 507(a)(4) (F+G+H)	Total allowed general unsecured claim not entitled to priority treatment under the Bankruptcy Code (C+D+E-I)	Total allowed subordinated general unsecured claim for waiting time penalties
TO RECEIVE A RECOVERY YOU MUST COMPLETE, SIGN AND MAIL, FAX OR E-MAIL THIS CLAIM FORM TO DEVELOPMENT SPECIALISTS, INC. ON OR BEFORE _____, 2009.										
BY SIGNING THIS CLAIM FORM YOU ARE INDICATING THAT TO THE BEST OF YOUR KNOWLEDGE THE STATED NUMBERS REFLECTED ABOVE IS ACCURATE AND THAT YOU DO NOT DISPUTE THIS NUMBER FOR PURPOSES OF THIS SETTLEMENT.										
(IF YOU DO NOT AGREE TO THE AMOUNTS INDICATED, PLEASE SUBMIT A NOTICE OF OBJECTION PURSUANT TO THE TERMS DEFINED IN THE CLASS NOTICE OF SETTLEMENT).										
XXX-XX-										
Social Security No. (Last 4 digits only)			Sign Your Name Here			Date Signed				
() -			() -							
Home Telephone			Alternate Phone Number							
First & Last Name (Please Print):										
Street Address:										
City, State, Zip Code:										

Exhibit 2

Settlement Agreement