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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 Anwar Abdel Rahman,
10 Plaintiff,

11 v.

12 Erickson Companies LLC, et al.,
13 Defendants.
14

No. CV-25-01866-PHX-SMB

ORDER

15 Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action
16 Settlement (the "Motion") (Doc. 19), the terms of which are set forth in a Settlement
17 Agreement with accompanying exhibits attached as Exhibit A to the Declaration of Scott
18 Edward Cole in Support of Plaintiff's Motion for Preliminary Approval of Class Action
19 Settlement (the "Settlement Agreement").¹ Having fully considered the issue,

20 **IT IS HEREBY ORDERED** granting the Motion as follows:

21 **1. Class Certification for Settlement Purposes Only.** The Settlement
22 Agreement provides for a Settlement Class defined as follows:

23 "[A]ll persons in the United States whose Private Information was
24 potentially compromised as a result of the Data Security Incident and who
25 were sent notice by mail of the Data Security Incident prior to the execution
26 of this Agreement."
27

28 ¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

1 Excluded from the Settlement Class is (a) all persons who are governing board
2 members of Defendants; (b) governmental entities; (c) the Court, the Court's immediate
3 family, and Court staff; and (d) any individual who timely and validly opts-out of the
4 Settlement.

5 Pursuant to Federal Rules of Civil Procedure Rule 23(e)(1), the Court finds giving
6 notice is justified. The Court finds that it will likely be able to approve the proposed
7 Settlement as fair, reasonable and adequate. The Court also finds it will likely be able to
8 certify the Settlement Class for purposes of judgment on the Settlement because it meets
9 the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the
10 Court finds for settlement purposes only that (i) the Settlement Class is so numerous that
11 joinder of all Settlement Class Members would be impracticable, (ii) there are issues of
12 law and fact that are common to the Settlement Class, (iii) the claims of Representative
13 Plaintiff are typical of and arise from the same operative facts and Representative
14 Plaintiff seeks similar relief as the claims of the Settlement Class Members, (iv)
15 Representative Plaintiff will fairly and adequately protect the interests of the Settlement
16 Class as Representative Plaintiff has no interest antagonistic to or in conflict with the
17 Settlement Class and has retained experienced and competent counsel to prosecute this
18 Litigation on behalf of the Settlement Class, (v) questions of law or fact common to
19 Settlement Class Members predominate over any questions affecting only individual
20 members, and (vi) a class action and class settlement are superior to other methods
21 available for a fair and efficient resolution of this Litigation.

22 **2. Settlement Class Representatives and Settlement Class Counsel.** The
23 Court finds Plaintiff Anwar Abdel Rahman will likely satisfy the requirements of Rule
24 23(e)(2)(A) and should be appointed as Settlement Class Representative. Additionally,
25 the Court finds that Scott Edward Cole of Cole & Van Note satisfies the requirements of
26 Rule 23(e)(2)(A) and should be appointed as Settlement Class Counsel pursuant to Rule
27 23(g)(1).

28 **3. Preliminary Settlement Approval.** Upon preliminary review, the Court

1 finds the Settlement is fair, reasonable and adequate to warrant providing Notice of
2 Settlement to the Settlement Class and accordingly is preliminarily approved. In making
3 this determination, the Court has considered the monetary and nonmonetary benefits
4 provided to the Settlement Class through the Settlement, the specific risks faced by the
5 Settlement Class in prevailing on their claims, the stage of the proceedings at which the
6 Settlement was reached and the discovery that was conducted, the effectiveness of the
7 proposed method for distributing relief to the Settlement Class, the proposed manner of
8 allocating benefits to Settlement Class Members and all of the other factors required by
9 Rule 23.

10 **4. Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28
11 U.S.C. § 1332(d)(2) and personal jurisdiction over the Parties before it. Additionally,
12 venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1).

13 **5. Final Approval Hearing.** A Final Approval Hearing shall be held on
14 **March 12, 2026 at 10:00 a.m.** (30 minutes allowed) at the Sandra Day O'Connor U.S.
15 Courthouse, 401 West Washington Street, SPC 19, Phoenix, Arizona 85003, to
16 determine, among other things, whether (i) this Litigation should be finally certified as a
17 class action for settlement purposes pursuant to Fed. R. Civ. P. Rule 23(a) and (b)(3), (ii)
18 the Settlement should be approved as fair, reasonable and adequate and finally approved
19 pursuant to Fed. R. Civ. P. Rule 23(e), (iii) Settlement Class Members should be bound
20 by the releases set forth in the Settlement Agreement, (iv) the application of Settlement
21 Class Counsel for an award of attorneys' fees, costs and expenses should be approved
22 pursuant to Fed. R. Civ. P. Rule 23(h) and (v) the application of the Settlement Class
23 Representative for a Service Award should be approved.

24 **6. Claims Administrator.** The Court appoints CPT Group, Inc. as the Claims
25 Administrator, with responsibility for class notice and claims administration. The Claims
26 Administrator is directed to perform all tasks the Settlement Agreement requires. The
27 Claims Administrator's fees will be paid pursuant to the terms of the Settlement
28 Agreement.

1 7. **Notice.** The proposed Notice Plan set forth in the Settlement Agreement
 2 and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits 1-3**
 3 are hereby approved. Non-material modifications to these Exhibits may be made with
 4 approval by the Parties but without further order of the Court.

5 8. **Findings Concerning Notice.** The Court finds the proposed form, content
 6 and method of giving Notice to the Settlement Class as described in the Notice Plan and
 7 the Settlement Agreement and its Exhibits: (i) will constitute the best practicable notice
 8 to the Settlement Class; (ii) are reasonably calculated, under the circumstances, to apprise
 9 Settlement Class Members of the pendency of the Litigation, the terms of the proposed
 10 Settlement and their rights under the proposed Settlement, including but not limited to,
 11 their rights to object to or exclude themselves from the proposed Settlement and other
 12 rights under the terms of the Settlement Agreement; (iii) are reasonable and constitute
 13 due, adequate and sufficient notice to all Settlement Class Members and other persons
 14 entitled to receive notice; (iv) meet all applicable requirements of law, including Fed. R.
 15 Civ. P. Rule 23(c); and (v) the Due Process clauses of the United States Constitution. The
 16 Court further finds the Notice is written in plain language, uses simple terminology and is
 17 designed to be readily understandable by Settlement Class Members.

18 The Claims Administrator is directed to carry out the Notice in conformance with
 19 the Settlement Agreement.

20 9. **Class Action Fairness Act Notice.** Within 10 days after the filing of the
 21 motion for preliminary approval, the Claims Administrator, on behalf of Defendants,
 22 shall have served or caused to be served a notice of the proposed Settlement on
 23 appropriate state officials in accordance with the requirements under the Class Action
 24 Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

25 10. **Exclusion from Class.** Any Settlement Class Member who wishes to be
 26 excluded from the Settlement Class must mail a written opt-out Request for Exclusion to
 27 the Claims Administrator at the address and in the manner provided in the Notice. Such
 28 opt-out Requests for Exclusion must meet the Opt-Out Deadline established by this Order

1 and stated in the Notice.

2 For a Request for Exclusion to be properly completed and executed, subject to
3 approval by the Court, it must: (i) state the Settlement Class Member's full name, address
4 and telephone number; (ii) contain the Settlement Class Member's personal and original
5 signature or the original signature of a person authorized by law to act on the Settlement
6 Class Member's behalf with respect to a claim or right such as those asserted in the
7 Litigation, such as a trustee, guardian or person acting under a power of attorney; and (iii)
8 state unequivocally the Settlement Class Member's intent to be excluded from the
9 settlement. All Requests for Exclusion must be submitted individually in connection with
10 a Settlement Class Member (i.e., one request is required for every Settlement Class
11 Member seeking exclusion).

12 Within 7 days after the Opt-Out Deadline, the Claims Administrator shall provide
13 the Settling Parties with a complete and final list of all Opt-Outs who have timely and
14 validly excluded themselves from the Settlement Class and, upon request, copies of all
15 completed Requests for Exclusions.

16 If the Final Approval Order is entered, any Settlement Class Member who has not
17 submitted a timely, valid written Opt-Out Request for Exclusion from the Settlement
18 Class shall be bound by all subsequent proceedings, orders and judgments in this
19 Litigation, including but not limited to the release set forth in the Final Approval Order.
20 Settlement Class Members who submit valid and timely Opt-Out Requests for Exclusion
21 shall not be entitled to receive any benefits from the Settlement.

22 **11. Objections and Appearances.** A Settlement Class Member who does not
23 file a valid and timely Request for Exclusion may file with the Court a notice of intent to
24 object to the Class Settlement Agreement. The Long Form Notice shall instruct
25 Settlement Class Members who wish to object to the Agreement to send their written
26 objections to the Clerk of Court, with copies to Class Counsel, Defendants' Counsel and
27 the Settlement Administrator. The Notice shall make clear the Court can only approve or
28 deny approval of the Settlement Agreement and cannot change the terms. The Notice

1 shall advise Settlement Class Members of the deadline for submission of any objections.
2 Any such notices of an intent to object to the Class Settlement Agreement must be written
3 and must include all of the following: the name of this Litigation (*Rahman v. Erickson*
4 *Companies, LLC*, Case No. 2:25-cv-01866-SMB); the objector's full name, mailing
5 address, telephone number, and email address (if any); (ii) the specific reasons for the
6 objection, accompanied by any legal support for the objection known to the objector or
7 objector's counsel; (iii) the number of times the objector has objected to a class action
8 settlement within the 5 years preceding the date that the objector files the objection, the
9 caption of each case in which the objector has made such objection, and a copy of any
10 orders related to or ruling upon the objector's prior objections that were issued by the trial
11 and appellate courts in each listed case; (iv) the identity of all counsel who represent the
12 objector, including any former or current counsel who may be entitled to compensation
13 for any reason related to the objection to the Settlement and/or Application for Attorneys'
14 Fees, Costs, and Service Awards; (v) the number of times in which the objector's counsel
15 and/or counsel's law firm have objected to a class action settlement within the 5 years
16 preceding the date of the filed objection, the caption of each case in which counsel or the
17 firm has made such objection and a copy of any orders related to or ruling upon counsel's
18 or the counsel's law firm's prior objections that were issued by the trial and appellate
19 courts in each listed case in which the objector's counsel and/or counsel's law firm have
20 objected to a class action settlement within the preceding 5 years; (vi) any and all
21 agreements that relate to the objection or the process of objecting—whether written or
22 oral—between objector or objector's counsel and any other person or entity; (vii) the
23 identity of all counsel (if any) representing the objector and whether they will appear and
24 address the Court at the Final Approval Hearing; (viii) a list of all persons who will be
25 called to testify at the Final Approval Hearing in support of the objection (if any); (ix) a
26 statement confirming whether the objector intends to personally appear and/or testify at
27 the Final Approval Hearing; and the objector's signature (an attorney's signature is not
28 sufficient).

1 To be timely, written notice of an objection in the appropriate form must be filed
2 or postmarked no later than the Objection Deadline. Any Settlement Class Member who
3 files an objection will remain a Settlement Class Member and will be bound by the
4 Agreement if approved and by the Final Approval Order if entered.

5 Any Settlement Class Member who fails to comply with the provisions in this
6 Order will waive and forfeit any and all rights they may have to object, will have their
7 objection stricken from the record and will lose their rights to appeal from approval of the
8 Settlement. Any such Settlement Class Member also shall be bound by all subsequent
9 proceedings, orders and judgments in this Litigation, including but not limited to the
10 release set forth in the Final Approval Order.

11 **12. Claims Process.** Settlement Class Counsel and Defendants have created a
12 process for Settlement Class Members to claim benefits under the Settlement. The Court
13 preliminarily approves this process and directs the Claims Administrator to make the
14 Claim Form or its substantial equivalent available to Settlement Class Members in the
15 manner specified in the Notice. The Claims Administrator will be responsible for
16 effectuating the claims process. The Claims Administrator, together with counsel for the
17 parties are hereby authorized to utilize all reasonable procedures in connection with the
18 administration of the Settlement which are not materially inconsistent with either this
19 Order or the terms of the Settlement Agreement.

20 Settlement Class Members who qualify for and wish to submit a Claim Form shall
21 do so in accordance with the requirements and procedures specified in the Notice and the
22 Claim Form. If the Final Approval Order is entered, all Settlement Class Members who
23 qualify for any benefit under the Settlement but fail to submit a claim in accordance with
24 the requirements and procedures specified in the Notice and the Claim Form shall be
25 forever barred from receiving any such benefit but will in all other respects be subject to
26 and bound by the provisions in the Final Approval Order, including the release.

27 **13. Termination of Settlement.** This Order shall become null and void and
28 shall be without prejudice to the rights of the Parties, all of whom shall be restored to

1 their respective positions existing before the Court entered this Order and before they
2 entered the Settlement Agreement, if: (i) Settlement is not finally approved by the Court
3 or any approval is reversed or vacated on appeal, or the Settlement is terminated in
4 accordance with the Settlement Agreement; (ii) the Effective Date does not occur; or (iii)
5 the number of Opt-Outs is greater than one percent of the estimated Settlement Class and
6 Defendants timely exercise their option to terminate the Agreement under the terms
7 thereof. In such event, the Settlement and Settlement Agreement shall become null and
8 void and be of no further force and effect and neither the Settlement Agreement nor the
9 Court's orders, including this Order, relating to the Settlement shall be used or referred to
10 for any purpose whatsoever.

11 **14. No Admission of Liability.** The Settlement is not a concession or
12 admission and shall not be used against Defendants or any of the Released Parties as an
13 admission or indication with respect to any claim of any fault or omission by the
14 Defendants or any of the Released Parties. Whether or not the Settlement Agreement is
15 finally approved, neither the Settlement Agreement, nor any document, statement,
16 proceeding or conduct related to the Settlement Agreement, nor any reports or accounts
17 thereof, shall in any event be deemed or construed to be an admission or evidence of any
18 violation of any statute or law, of any liability or wrongdoing by the Defendants or any of
19 the Released Parties or of the truth of any of the claims or allegations made; and evidence
20 of the Settlement shall not be discoverable or used directly or indirectly by the Settlement
21 Class or any third party, in any way for any purpose, except that the provisions of the
22 Settlement Agreement may be used by the Parties to enforce its terms, whether in this
23 action or in any other action or proceeding.

24 **15. Use of Order.** This Order shall be of no force or effect if the Final
25 Approval Order is not entered or there is no Effective Date and shall not be construed or
26 used as an admission, concession or declaration by or against Defendants of any fault,
27 wrongdoing, breach or liability. Nor shall this Order be construed or used as an
28 admission, concession or declaration by or against the Representative Plaintiff or any

other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable or as a waiver by any party of any defense or claims they may have in this Litigation or in any other lawsuit.

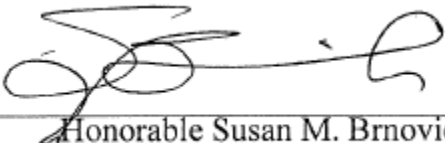
16. Continuance of Hearing. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

17. Stay of Litigation. All proceedings in the Litigation other than those related to approval of the Settlement Agreement are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Class Settlement Agreement.

18. Schedule and Deadlines. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Grant of Preliminary Approval</u>	
Notice Date	30 days after entry of Preliminary Approval Order.
Objection Deadline	60 days after Notice Date
Opt-Out/Exclusion Deadline	60 days after Notice Date
Claims Deadline	60 days after Notice Date
Deadline for filing Motion for Final Approval & Attorneys Fees, Costs & Service Award	45 days after Notice Date
<u>Final Approval Hearing</u>	March 12, 2026

Dated this 12th day of November, 2025.


 Honorable Susan M. Brnovich
 United States District Judge