

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

ANWAR ABDEL RAHMAN,

Plaintiff,

vs.

ERICKSON COMPANIES, LLC,
ERICKSON FRAMING AZ, LLC and DOES
1 through 100, inclusive,

Defendants.

Case No. 2:25-cv-01866-SMB

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of August 29, 2025, is entered into between Plaintiff Anwar Abdel Rahman, on behalf of himself and the Settlement Class, on the one hand, and Defendants Erickson Framing Operations LLC² and Erickson Framing AZ, LLC (collectively “Defendants” or “Erickson”) on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Erickson operates an Arizona-based construction company that manufactures complete framing systems such as wall panels that are then shipped and erected at the job site.
2. In the course of operating its business, Erickson maintains a limited amount of personally identifiable information pertaining to its, employees and dependents/beneficiaries of employees.

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

² This entity is named in the Complaint as “Erickson Companies, LLC.”

3. On or about November 18, 2024, Erickson discovered unusual activity on its network. Following a forensic investigation and manual review, on February 19, 2025, Ericson confirmed that Private Information may have been made accessible to unauthorized parties.

4. The affected information included names, some addresses, some driver's license numbers and Social Security Numbers.

5. On or about March 12, 2025, Erickson sent notice letters to approximately 11,820 affected persons, informing them that their Private Information may have been affected in the Data Security Incident.

6. On April 2, 2025, Plaintiff filed a Class Action Complaint. The Complaint was amended on April 23, 2025.

7. Thereafter, Class Counsel conducted extensive research on how the breach occurred, the type of information involved, the demographics of the Class and other related issues. The Parties also began discussing settlement.

8. On May 29, 2025, Defendants removed the case to the United States District Court for the District of Arizona. On June 20, 2025, Defendants filed a Motion to Dismiss.

9. While the Motion to Dismiss was pending, the Parties engaged in further arms-length negotiations and agreed upon the material terms of a Settlement.

10. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations

made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendants, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

11. “Action” means the lawsuit entitled: *Rahman v. Erickson Companies, LLC*, Case No. 2:25-cv-01866-SMB, currently pending in the United States District Court for the District of Arizona.

12. “Application for Attorneys’ Fees, Costs, and Service Award” means the application made with the Motion for Final Approval seeking a Service Award for Class Representative and Class Counsel’s attorneys’ fees and reimbursement for costs.

13. “CAFA Notice” means the notice required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715 (“CAFA”).

14. “Cash Payment” means compensation paid to Settlement Class Members who

submit a valid Claim.

15. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class Members, who incurred documented losses, may elect under Section V herein.

16. “Cash Payment B” means the Settlement Class Member Benefit consisting of a cash payment that Settlement Class Members may elect under Section V herein.

17. “Claim” means the submission of a Claim Form by a Claimant.

18. “Claim Form” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19. “Claim Form Deadline” shall be 60 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

20. “Claimant” means a Settlement Class Member who submits a Claim Form.

21. “Class Counsel” means: Scott Cole of Cole & Van Note.

22. “Class List” means a list of all individuals in the Settlement Class. Defendants shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class’s names, postal address, and telephone number (if available).

23. “Class Representative” means the Plaintiff.

24. “Complaint” means the First Amended Complaint filed in the Action on April 23, 2025.

25. “Court” means the United States District Court for the District of Arizona, and the Judge(s) assigned to the Action.

26. “Data Security Incident” means the alleged incident that occurred on or around November 18, 2024, in which unauthorized third parties purportedly gained access to Settlement Class Members’ Private Information from Defendants’ systems.

27. “Defendants” means Erickson Framing Operations LLC (improperly named as Erickson Companies, LLC) and Erickson Framing AZ, LLC.

28. “Defendants’ Counsel” means Wylan M. Ackerman, Linn F. Freedman and Wm. Maxwell Daley of Robinson & Cole LLP.

29. “Documented Losses” means without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the Claim Form Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges.

30. “Effective Date” of this Agreement means the last date by which all of the following have occurred: (a) The Parties have executed this Agreement, (b) The Parties have submitted to the Court and the Court has entered the Final Approval Order and (c) The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired. If there are no objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

31. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

33. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and any Service Award.

35. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

36. “Motion for Final Approval” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. “Motion for Preliminary Approval” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

38. “Net Settlement Fund” means the Settlement Fund after payment of all Settlement Administration Costs, Court-awarded attorneys’ fees and costs, and Service Award.

39. “Notice” means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “Notice Date” means thirty (30) days after entry of the Preliminary Approval Order.

41. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

42. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

43. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

44. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

45. “Party” means each of the Plaintiff and the Defendants, and “Parties” means Plaintiff and Defendants collectively.

46. “Plaintiff” means Anwar Abdel Rahman.

47. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

48. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached as an exhibit to the Motion for Preliminary Approval.

49. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

50. “Private Information” means Settlement Class Members’ information that may have been exposed in the Data Security Incident, which may include names, some postal addresses, some driver’s license numbers and Social Security numbers.

51. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

52. “Released Claims” means the claims described in Section XIII of this Agreement.

53. “Released Parties” means Defendants, and their past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, employees at a management level or higher, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendants’ behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

54. “Releasing Parties” means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees,

administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

55. “Service Award” shall mean the payment the Court may award the Plaintiff for serving as a Class Representative.

56. “Settlement Administrator” means CPT Group, or any substitute class action settlement administrator appointed by the Court.

57. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

58. “Settlement Class” means all persons in the United States whose Private Information was potentially compromised as a result of the Data Security Incident and who were sent notice by mail of the Data Security Incident prior to the execution of this Agreement. Excluded from the Settlement Class are (a) all persons who are governing board members of Defendants; (b) governmental entities; (c) the Court, the Court’s immediate family, and Court staff; and (d) any individual who timely and validly opts-out of the Settlement.

59. “Settlement Class Member” means any member of the Settlement Class.

60. “Settlement Class Member Benefit” means Cash Payment A or Cash Payment B, elected by Settlement Class Members.

61. “Settlement Fund” means the non-reversionary cash fund that shall be established by Defendants in the amount of \$225,000.

62. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Complaint,

Defendants' Motion to Dismiss, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

63. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement, (b) accurately, fully, and truthfully completed and executed, with all of the available information requested in the Claim Form, by a Settlement Class Member, (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury, (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim. The determination of the Settlement Administrator regarding whether a Claim is a Valid Claim shall be final, non-appealable and not subject to further review by the Court or otherwise.

III. Settlement Fund

64. Within 30 days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and a W-9 form), Defendants shall deposit or cause to be deposited \$25,000 into the Escrow Account to allow the Settlement Administrator to pay Settlement Administration Costs. Within 14 days after the Effective Date, Defendants shall deposit or cause to be deposited \$200,000 into the Escrow Account.

65. Under no circumstances shall Defendants be obligated to pay or cause to be paid more than \$225,000. No funds shall revert back to Defendants, except in the event this Agreement is voided, cancelled, or terminated, as described in Paragraphs 111-115 in this Agreement. In the event the Effective Date occurs and the Releases take effect, no portion of the Settlement Fund shall be returned to Defendants.

66. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim, (2) any Service Awards awarded to Class Representative, (3) any attorneys' fees and costs awarded to Class Counsel and (4) all Settlement Administration Costs.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid from the Escrow Account, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification) on income earned by the Escrow Account or otherwise imposed on funds while they are held in the Escrow Account. The Escrow Account may not be used to pay taxes that may be owed by Plaintiffs or

Class Counsel on amounts they receive as Service Awards, attorneys' fees or costs awarded by the Court.

68. Other than the payment of the Settlement Fund monies as described in this Agreement and maintaining the security hardening measures described in Paragraph 71, Defendants shall have no responsibility, financial obligation, or liability whatsoever under this Agreement, including but not limited to with respect to the Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

IV. Certification of the Settlement Class

69. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree not to oppose class certification solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement; provided however, that if a Final Approval Order is not issued or if the Settlement is terminated under the provisions of this Agreement, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all defenses including but not limited to all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

70. Each Settlement Class Member may qualify for a Cash Payment, described herein. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentment of Documented Losses related to the Data Security Incident. To receive a Documented Loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or, if his or her Claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected, and the Settlement Class Member's Claim will only receive Cash Payment B (detailed below). To ensure full compensation for Settlement Class Members with document losses before allocation of remaining funds, payments to Cash Payment A Claimants will be given priority over Claimants for a Pro Rata Payment (Cash Payment B, described below) (i.e., the Net Settlement Fund will first be reduced by the aggregate amount of Settlement Class Members making claims to the Documented Loss Fund, with all available remaining funds in the Net Settlement Fund to be, thereafter, allocated among all Settlement Class Members who submit a valid Claim Form and who only request or

based on the determination of the Settlement Administrator are only entitled to receive Cash Payment B). In the event that approved Claims for Cash Payment A exceed all of the available funds within the Net Settlement Fund, any approved Claims for Cash Payment A will be reduced *pro rata* and no payments will be issued for Cash Payment B.

b. Cash Payment B – Flat Cash Payment

All Settlement Class Members, including Settlement Class Members who elected Cash Payment A, shall also receive Cash Payment B. Cash Payment B is a flat cash payment representing a *pro-rata* share of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims. For example, if the Court awards attorneys' fees and expenses of \$60,000 and a Service Award of \$2,500, settlement administration costs total \$25,000, and valid Documented Loss Claims total \$25,000, the remaining amount of the Net Settlement Fund would be \$112,500. If approximately 10% of Settlement Class Members (approximately 1,182 of them) submit a valid claim for Cash Payment B, the *pro rata* payment would be approximately \$95. This amount will vary depending on the amounts awarded or expended for the various categories described above as well as the number of Settlement Class Members making valid Documented Loss Claims and valid claims for Cash Payment B. The Settlement Administrator's determination of the amount of Cash Payment B, if any, shall be final and not subject to review by the Court or otherwise.

71. **Business Practice Changes** – Plaintiff has received assurances that Defendants either have undertaken or will undertake reasonable steps to further secure their systems and environments. These steps include security enhancements, including deployment of multi-factor authentication, endpoint management, VPN, network segmentation, email scanning and filtering, separate security keys for administrative accounts, and employee education and training.

Defendants have provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Security Incident and Defendants' response thereto, and the changes and improvements that have been made or are being made to protect Class Members' Private Information. Defendants will pay the costs of these security enhancements separate and apart from the cash component paid to Class Members. The estimated cost of such measures is \$332,758.

VI. Settlement Approval

72. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, which will be provided to Defendants' Counsel for review prior to filing. The proposed Preliminary Approval Order shall be attached to the Motion for Preliminary Approval and shall be in a form agreed to by Class Counsel and Defendant.

73. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

74. The Parties agree that, subject to Court approval, CPT Group shall be the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including,

but not limited to, the Due Process Clause of the United States Constitution.

75. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

76. The Settlement Administrator's duties include to:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;
- c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;
- e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel;

m. Pay any required taxes out of the Settlement Fund; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

77. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court

for approval. Immaterial and formatting revisions to the Notices may also be made after Court approval and prior to dissemination.

VIII. Notice to the Settlement Class

78. The Settlement Administrator, on behalf of Defendant, will serve the CAFA Notice no later than ten days after this Agreement is filed with the Court and will provide a declaration confirming issuance of the CAFA Notice to be filed with the Court.

79. Defendants will make available to the Settlement Administrator the Class List no later than 7 days after entry of the Preliminary Approval Order.

80. Within 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses for Settlement Class Members. Notice shall also be published on the Settlement Website.

81. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form, the Claim Form Deadline, the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class, the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Award, the Final Approval Hearing date and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement

Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

82. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

83. **Opt-Outs** – The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

84. **Objections** – The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection

Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

85. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of this Litigation (*Rahman v. Erickson Companies, LLC*, Case No. 2:25-cv-01866-SMB);
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

86. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel.

87. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. Within five days after the Settlement Administrator's receipt of any Postcard Notices, the Settlement Administrator shall re-mail the Post Card Notice using any forwarding address provided by the USPS. The Settlement Administrator shall have no obligation to make further attempts to locate or send Summary Notice to Proposed Settlement Class Members whose Summary Notices is returned by the USPS a second time. In order to provide additional time for Settlement Class Members who are re-mailed a Postcard Notice pursuant to this

Paragraph, the Claims Deadline, Claims Period, Opt-Out Period, and Objection Deadline for those Settlement Class Members who are re-mailed a Postcard Notice shall be extended an additional fifteen (15) days from the original deadlines.

IX. Claim Form Process and Disbursement of Cash Payments

88. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

89. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

90. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim, and the decision of the Settlement Administrator regarding whether a Claim is a Valid Claim shall be final and not appealable or reviewable by the Court or otherwise.

91. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

92. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator may require information from Claimants or deny Claims, subject to oversight by the Court.

93. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not

timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

94. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class, unless the opt out request is withdrawn by the Claimant in writing.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

95. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following procedures:

- a. The Settlement Administrator shall have 10 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding, and not reviewable by the Court or otherwise.

96. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

97. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

98. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

99. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

X. Final Approval Order and Final Judgment

100. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days after the Notice

Date. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

101. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendants and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Award, Attorneys' Fees and Costs

102. **Service Award** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in an amount not to exceed \$2,500. If approved, the Service Award shall be paid by the Settlement Administrator out of the Settlement Fund within 21 days of the Effective Date. The Service Award payment to the Class Representative shall be separate and apart from their entitlement to benefits from the Settlement Fund.

103. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 21 days of the Effective Date. In order to receive such payment, no more than 10 business days (not counting Saturdays, Sundays or legal holidays) before the payment is due, Plaintiffs and Class Counsel must provide a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) to the Settlement Administrator. Settlement Class Counsel and the Settlement Class Representative agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

104. This Settlement is not contingent on approval of the Application for Attorneys'

Fees, Costs, and Service Award, and if the Court denies the application or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

105. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to Future of Privacy Forum as a *cy pres* recipient, subject to approval by the Court.

XIII. Releases

106. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Security Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint or the Action.

107. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

108. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiff and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, with respect to any unknown or underestimated claims that result from, arise out of, are based upon, or relate to (a) the Data Security Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint or the Action, Plaintiffs and the Damages Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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

109. Plaintiff or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each

of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

110. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

111. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

112. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

113. Defendants shall have the option to terminate this Agreement if more than 1% of the Settlement Class opt-out of the Settlement. Defendants shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

114. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

115. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendants. The Settlement Administrator shall return all remaining amounts in the Settlement Fund to Defendants within 21 days of termination.

XV. Effect of Termination

116. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendants' and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

117. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

118. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

119. Class Counsel believes the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

120. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

121. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, or of any wrongdoing or liability of the Released Parties or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

122. In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other

proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

123. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

124. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

125. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

126. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

127. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

128. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

129. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Arizona, without regard to the principles thereof regarding choice of law.

130. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Electronic signatures exchanged in PDF format shall be treated as equivalent to original signatures.

131. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties (except that if a lawsuit is filed against the Defendant in another jurisdiction it may, at its option, seek to enforce this Agreement in that jurisdiction). The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

132. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiff or Class Counsel:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite. 2100
Oakland, CA 94607
sec@colevannote.com

If to Defendants or Defendants' Counsel:

Wystan M. Ackerman
Linn F. Freedman
Robinson & Cole LLP
One State Street
Hartford, CT 06103
lfreedman@rc.com
wackerman@rc.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

133. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

134. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

135. Authority. Class Counsel (for Plaintiff and the Settlement Class), and Defendants represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and

to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. Agreement Mutually Prepared. Neither Plaintiff nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

137. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed information that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined information later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

138. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

139. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

140. Representations/Warranties Regarding Other Potential Plaintiff or Legal Claims. Class Counsel represents and warrants that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiff and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiff and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiff and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represents and warrants that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendants or any of the Released Parties. Class Counsel further represents and warrants that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

141. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required

by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

142. Confidentiality. All persons involved in the Settlement will be required to keep confidential any Private Information of any members of the Settlement Class. Any documents or information provided to Class Counsel containing Personal Information must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments.

143. Public Statements. There will be no press release regarding the Settlement, and neither side will initiate contacts with the media nor issue any public statement, comment, or promotional material that references the existence or terms of the Settlement or the litigation, other than to refer media inquiries to the Settlement Website and the Settlement documents filed with the Court.

144. Deadlines. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or Arizona state legal holiday, such date or deadline shall be on the first business day thereafter.

145. Retention of Records. The Settlement Administrator and Class Counsel shall retain copies or images of all returned mailed notices, correspondence related thereto and settlement checks in their possession for a period of two (2) years after the Effective Date. After this time, the Settlement Administrator shall provide its records to Defendant if Defendant so desires, and the Settlement Administrator shall otherwise destroy any such documentary records they have in their possession regarding the administration of the Settlement (including all Class Member information).

Signature Page to Follow


PLAINTIFF

Anwar AbdelRahman

ID wGTnxWY3LxFSC9QaeQhngRSH

ANWAR ABDEL RAHMAN

CLASS COUNSEL



SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANTS

ERICKSON FRAMING OPERATIONS LLC

By: _____
Title: _____

ERICKSON FRAMING AZ, LLC

By: _____
Title: _____

PLAINTIFF

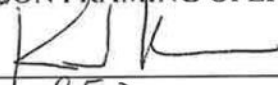
ANWAR ABDEL RAHMAN

CLASS COUNSEL

SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANTS

ERICKSON FRAMING OPERATIONS LLC

By: 
Title: CEO

ERICKSON FRAMING AZ, LLC

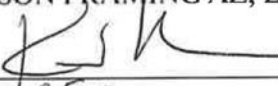
By: 
Title: CEO

Exhibit 1

**Must be postmarked or submitted online
NO LATER THAN [DATE]**

Rahman v. Erickson Companies, LLC
PO Box 19504
Irvine, CA 92623
www.[Web Address].com

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information was potentially compromised in the *Rahman v. Erickson Companies, LLC* Data Security Incident that took place on or about November 18, 2024 and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.

You may be eligible for the following Cash Payments.

Cash Payment A – Documented Losses: All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented losses caused by the Data Security Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member. To receive a documented loss payment, a Settlement Class Member will be required to submit reasonable documentation supporting the losses.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, the Settlement Class Member will only receive Cash Payment B (detailed below). Claims for documented losses (Cash Payment A) will be paid first, with any remaining funds distributed pro-rata as Cash Payment B to all valid claimants.

Cash Payment B – Flat Cash Payment: All Settlement Class Members who timely submit a valid Claim Form, including Settlement Class Members who elected Cash Payment A, will also receive Cash Payment B. Cash Payment B is a flat cash payment representing a pro-rata share of the remaining Net Settlement Fund after all valid Documented Loss claims are paid. To receive a flat cash payment, Settlement Class Members must submit a claim, but no documentation is required.

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [Email]@cptgroup.com.

First Name

[illegible]

Last Name

[illegible]

Mailing Address

[illegible]

City

[illegible]

State

--	--

ZIP Code

--	--	--	--	--

Phone Number

--	--	--

−

--	--	--

−

--	--	--	--

Email Address

[illegible]

Unique ID (as shown on the notice you received)

--	--	--	--	--	--

Cash Payment

You can submit a claim for the following cash payments.

1. Cash Payment A – Documented Losses: You may receive reimbursement for documented losses up to \$5,000 total, if you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Security Incident and have not been reimbursed for that money.

Examples of documented losses include: out of pocket expenses incurred as a result of the Data Security Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products purchased on or after November 18, 2024 through the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Documented Losses, you must provide the details below and attach supporting documentation.

Supporting documentation must be provided: Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

Description of Expense and Supporting Documents	Amount

2. Cash Payment B – Flat Cash Payment: Cash Payment B is a flat cash payment representing a pro-rata share of the remaining Net Settlement Fund after all valid Documented Loss claims are paid.

☐ Check this box to receive a Flat Cash Payment.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](http://www.[Web Address].com).

Signature

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

Signature

Date: ____ - ____ - ____
MM DD YYYY

Exhibit 2

If your Private Information was potentially compromised in a Data Security Incident that took place at Erickson Companies, LLC on or around November 18, 2024, you could get a payment from a class action Settlement.

United States District Court for the District of Arizona
Rahman v. Erickson Companies, LLC
Case No. 2:25-cv-01866-SMB

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

- A Settlement has been proposed in a class action lawsuit against Erickson Companies, LLC (“Defendants” or “Erickson”), relating to the incident discovered on or around November 18, 2024, in which unauthorized third parties potentially gained access to Settlement Class Members’ Private Information (the “Data Security Incident”).
- If your Private Information was potentially accessible as a result of the Data Security Incident, and you were mailed notice from Erickson about the Data Security Incident prior to August 29, 2025, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides a \$225,000 Settlement Fund which will be used to pay for Settlement Class Member Benefits, notice and administration costs, attorneys’ fees and costs awarded by the court, and a service award to the class representative if awarded by the court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit [www.\[Web address\].com](#) or call toll-free [Toll-free number].

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will not receive a payment and will no longer be able to sue Defendants over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a payment. Claims must be submitted by [Date] .	[Date]
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendants, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendants for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	[Date]
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	[Date]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service award and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The United States District Court for the District of Arizona is overseeing this class action. The lawsuit is known as *Rahman v. Erickson Companies, LLC*, Case No. 2:25-cv-01866-SMB. The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the companies sued, Erickson Framing Operations, LLC and Erickson Framing AZ, LLC, are called the “Defendants.”

2. What is this lawsuit about?

This matter is a class action (the “Action”) arising from an incident whereby a third-party is believed to have gained unauthorized access to certain of Defendants’ computer systems and the data stored thereon, resulting in potentially accessing sensitive personal information of Settlement Class Members. The lawsuit asserts common law claims against Defendants for alleged negligent data security practices, alleged breach of contract, and a statutory claim.

Defendants deny any allegation of wrongdoing and deny that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

3. Why is the lawsuit a class action?

In a class action, the Class Representative sues on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiff and Defendants do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiff’ or Defendants’ favor. Instead, Plaintiff and Defendants agreed to settle the Action. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued litigation, and the nature of the defenses raised by Defendants.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if your Private Information was potentially compromised as a result of the Data Security Incident discovered in November 2024 and you were sent notice by mail of the Data Security Incident prior to August 28, 2025. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Toll-free number] or by emailing [Email address]@cptgroup.com.

6. Are there exceptions to being included in the Settlement?

Yes, the following are not included in the Settlement Class: all persons who are governing board members of Defendants, governmental entities, the Court, the Court's immediate family, and Court staff, and any individual who timely and validly opts-out of the Settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.\[Website address\].com](http://www.[Website address].com) or contact the Settlement Administrator toll-free at [Toll-free number] or by email at [Email address]@cptgroup.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, Defendants will establish a settlement fund in the amount of \$225,000. These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and costs. In addition, Defendants have or will make certain data security enhancements.

All Settlement Class Members are eligible to receive Cash Payment A for Documented Losses and Cash Payment B for Flat Cash Payment.

- **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for a Cash Payment for up to \$5,000 per Settlement Class Member upon presentment of Documented Losses related to the Data Security Incident. To receive a Documented Loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, the Settlement Class Member will only receive Cash Payment B (detailed below). Claims for documented losses (Cash Payment A) will be paid first, with any remaining funds distributed pro rata as Cash Payment B to all valid claimants.

- **Cash Payment B – Flat Cash Payment:** All Settlement Class Members who submit a valid Claim Form, including Settlement Class Members who elected Cash Payment A, will also receive Cash Payment B. To receive a flat cash payment, Settlement Class Members must submit a claim, but no documentation is required.

Cash Payment B is a flat cash payment representing a pro-rata share of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims. For example, if the Court awards attorneys' fees and expenses of \$60,000 and a Service Award of \$2,500, settlement administration costs total \$25,000, and valid Documented Loss Claims total \$25,000, the remaining amount of the Net Settlement Fund would be \$112,500. If approximately 10% of Settlement Class Members (approximately 1,182 of them) submit a valid claim for Cash Payment B, the pro rata payment would be approximately \$95. This amount will vary depending on the amounts awarded or expended for the various categories described above as well as the number of Settlement Class Members making valid Documented Loss Claims and valid claims for Cash Payment B.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive a cash payment under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendants about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim for the cash payment?

To receive a cash payment, you must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling [Toll-free number] or by writing to:

Rahman v. Erickson Companies, LLC
PO Box 19504
Irvine, CA 92623
[Email address]@cptgroup.com

11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendants and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), and in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may

notify the Settlement Administrator of any changes by writing to:

Rahman v. Erickson Companies, LLC
PO Box 19504
Irvine, CA 92623
[Email address]@cptgroup.com

14. When will I receive my Settlement Benefits?

If you submit a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.\[Website address\].com](http://www.[Website address].com) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 33% of the Settlement Fund, plus reimbursement of costs. They will also ask the Court to approve a service award not to exceed \$2,500 to the Plaintiff for his service to the Action and for his efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service award will be paid from the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service award will be made available on the settlement website at [www.\[Website address\].com](http://www.[Website address].com) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendants on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail or email a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email. You must mail your exclusion request postmarked no later than [Deadline] to:

Rahman v. Erickson Companies, LLC

PO Box 19504

Irvine, CA 92623

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendants and Released Parties for the claims this Settlement resolves and releases relating to the Data Security Incident. You must opt-out of the Action to start your own lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT**20. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service award. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and service award. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than [Deadline], stating you object to the Settlement.

The objection must include all the following additional information:

- a. the name of this case, *Rahman v. Erickson Companies, LLC*, Case No. C-03-CV-25-001661;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or application for attorneys' fees, costs, and service award;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- g. all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than [Date] to the Court, Class Counsel, Defendants' Counsel and the Settlement Administrator:

Court	Class Counsel	Defendants' Counsel	Settlement Administrator
Clerk of Court United States District Court for the District of Arizona 401 W. Washington St., Suite 130 Phoenix AZ 85003	Scott Edward Cole Cole & Van Note 555 12th Street Suite 2100 Oakland, CA 94607	Wystan M. Ackerman Linn F. Freedman Robinson & Cole LLP One State Street Hartford, CT 06103	Rahman v. Erickson Companies, LLC PO Box 19504 Irvine, CA 92623

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service award, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **[Date/Time]** before Judge [Judge] at the [Court address].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service award to Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.\[Website address\].com](http://www.[Website address].com).

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your

own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendants or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.\[Website address\].com](http://www.[Website address].com) or call [Toll-free number]. You can also contact the Settlement Administrator by mail or email.

Rahman v. Erickson Companies, LLC
PO Box 19504
Irvine, CA 92623
[Email address]@cptgroup.com

Please do not call the Court or the Clerk of the Court or Erickson Companies for additional information.

Exhibit 3

Court Approved Legal Notice

United States District Court for the
District of Arizona
Rahman v. Erickson Companies, LLC
Case No. 2:25-cv-01866-SMB

Rahman v. Erickson Companies, LLC
PO Box 19504
Irvine, CA 92623



ELECTRONIC SERVICE REQUESTED

If your Private Information was potentially compromised in a Data Security Incident that took place at Erickson Companies, LLC on or around November 18, 2024, you could get a payment from a class action settlement.

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

Unique ID: «ID»
Passcode: «Passcode»
«Name»
«Address1» «Address2»
«City», «State» «Zip»

WHO IS IN THE SETTLEMENT? All persons in the United States whose Private Information was potentially compromised as a result of the Data Security Incident and were sent notice by mail prior to August 29, 2025.

WHAT CAN I GET? You must file a claim to receive a Cash Payment.

Cash Payment A – Documented Losses: You may file a claim for reimbursement for documented losses incurred as a result of the Data Security Incident up to \$5,000 with supporting documentation. If you do not submit reasonable documentation, you will only receive Cash Payment B.

Cash Payment B – Flat Cash Payment: You may file a claim for a flat cash payment which is a pro-rata share of what remains in the Net Settlement Fund after payment of all valid Documented Loss claims, attorney's fees and expenses, service award and administrative costs. Settlement Class Members who submit a valid claim for Cash Payment A will also receive flat cash payment.

CLAIM FORM. You must file a claim form to receive a cash payment. The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com) using the Unique ID and Passcode located on the front of this postcard to access your claim form. If you prefer to mail in a claim form, a downloadable version is available on the Settlement Website. Your claim form must be submitted by [Date].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must request to be excluded ("Opt Out") by [Date]. If you want to remain part of the settlement but object to it, you may submit a written objection by [Date]. A more detailed notice is available on the Settlement Website [www.\[Web Address\].com](http://www.[Web Address].com) that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date] to consider whether to approve the Settlement, the requested Service Award of \$2,500 for Plaintiff, attorneys' fees up to 33% of the Settlement Fund plus reimbursement of costs, and any objections. You or your own attorney may attend and ask to appear at the hearing but are not required to do so.

This notice is a summary. For more information, visit [www.\[Web Address\].com](http://www.[Web Address].com). If you have questions, contact the Settlement Administrator at [Toll-free number] or by email at [Email]@eptgroup.com.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$225K Erickson Companies Settlement Offers Cash to Resolve Data Breach Class Action](#)
