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11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE DISTRICT OF ARIZONA**

14 ANWAR ABDEL RAHMAN  
individually and on behalf of all others  
15 similarly situated,

16 Plaintiff,

17 v.

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

20 Defendants.  
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**Case No. 2:25-CV-01866-SMB**

**CLASS ACTION**

**PLAINTIFF'S MEMORANDUM OF  
LAW IN SUPPORT OF PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION AND PROCEDURAL HISTORY**

3 On March 12, 2025, Defendants began sending notice to 11,820 individuals whose  
4 personally identifiable information was potentially accessible to unauthorized parties. The  
5 information potentially accessed included names, some postal addresses, some driver’s  
6 license numbers and Social Security numbers (collectively, “Private Information”).

7 On April 2, 2025, Plaintiff Rahman, individually and on behalf of all others  
8 similarly situated, filed this case and amended his complaint on April 23, 2025, in the  
9 Superior Court of the State of Arizona in and for the County of Maricopa. ECF No. 1-1, at  
10 35. Plaintiff Rahman alleged (i) Negligence, (ii) Breach of Implied Contract, and (iii)  
11 Violation of Arizona Consumer Fraud Act.

12 After removal to this Court, informal exchange of key information and an extensive  
13 Settlement negotiation process over several months, the Parties reached a proposed  
14 Settlement. The Settlement creates a non-reversionary, cash Settlement Fund of \$225,000,  
15 which will be used to make cash payments to Settlement Class Members, Plaintiff’s  
16 attorneys’ fees and expenses as approved by the Court, Class Representatives’ Service  
17 Awards as approved by the Court, and the costs of settlement administration and notice.  
18 The settlement also includes Business Practice Changes to be paid for by Defendants with  
19 an estimated cost of \$332,758. The Settlement provides substantial benefits to the  
20 Settlement Class, eliminates the costs and burdens of continued litigation and fully  
21 accomplishes Plaintiff’s goals in this Action.

22 On October 31, 2025, Representative Plaintiff filed his motion for preliminary  
23 approval of the class action settlement, which this Court granted on November 12, 2025.  
24 At that time, this Court also preliminarily approved the proposed Class Notice and the  
25 Notice dissemination program; Anwar Abdel Rahman as Representative Plaintiff Scott  
26 Edward Cole of Cole & Van Note as Settlement Class Counsel; service award for  
27 Representative Plaintiff; and CPT Group as the claims administrator. A copy of that Order  
28 has been posted on the claims administration website ([www.EricksonSettlement.com](http://www.EricksonSettlement.com)) for

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1 public viewing. The hearing date of March 12, 2026, was set for final approval of the  
2 settlement and as the opportunity for Class Members—should any have an objection to,  
3 seek clarification of, or otherwise be heard in connection with the settlement—to be heard.

4 Although no objections have been raised, should any late-filed objections arise prior  
5 to the hearing, the claims administrator and Class Counsel will facilitate any Class  
6 Member’s participation in this final fairness hearing.

7 Finally, as alluded to above, on December 12, 2025, the Class Notice was  
8 disseminated. *No Class Member filed an objection nor opted out*, demonstrating  
9 tremendous support for this settlement. As a result of the successful notice campaign, the  
10 compendium of information available to the Parties and their counsel, and Class Counsel’s  
11 and Class Members’ support for this settlement as fair and reasonable, it now merits final  
12 approval. **This Motion is unopposed.**

13 **II. SUMMARY OF SETTLEMENT AND NOTICE PROCESS**

14 Under the preliminarily approved Settlement Agreement, Defendant will pay up to  
15 \$5,000 per Class Member for unreimbursed, Documented Losses and a Flat Cash Payment  
16 representing a *pro-rata* share of what remains in the Settlement Fund (\$225,000) after  
17 payment of Documented Losses, and payment of settlement administration costs and  
18 attorney’s fees and Service Award, as awarded by the Court. S.A. ¶ 70(a)-(b).

19 **Class Definition.** The Settlement Class includes “all persons in the United States  
20 whose Private Information was potentially compromised as a result of the Data Security  
21 Incident and who were sent notice by mail of the Data Security Incident prior to the  
22 execution of th[e] [Settlement] Agreement.” S.A. ¶ 58. Excluded from the Settlement Class  
23 are (a) all persons who are governing board members of Defendants; (b) governmental  
24 entities; (c) the Court, the Court’s immediate family, and Court staff; and (d) any individual  
25 who timely and validly opts-out of the Settlement. *Id.*

26 **Attorneys’ Fees and Costs.** The settlement provides for an attorneys’ fee award of  
27 up to 33.33% of the Settlement Fund (\$74,992.50), plus reimbursement of costs. S.A. ¶  
28 103. These fees are a typical percentage in the resolution of common fund class actions.

1 *See, In re AudioEye, Inc.*, No. CV-15-00163-TUC-DCB, 2017 U.S. Dist. LEXIS 70164, at  
 2 \*12 (D.Ariz. May 8, 2017) (finding 33.33% of the fund plus expenses fair and reasonable).  
 3 Lead Counsel’s firm devoted numerous hours to and faced significant risks<sup>1</sup> in the matter’s  
 4 prosecution and, more importantly, made an extraordinary fund available to a large number  
 5 of individuals, totaling 153.51 hours and \$1,318.32 in unreimbursed costs. Notably, this  
 6 amount does not account for additional future expenses in overseeing the settlement  
 7 process, making appearances, filing court documents, ensuring claims administration  
 8 compliance with this Court’s orders, etc.

9 ***Service Awards.*** The Settlement also provides for a Service Award to  
 10 Representative Plaintiff of \$2,500 for his time, risk and effort in bringing his lawsuit,  
 11 representing the large class, and in consideration for the claims released.<sup>2</sup> S.A. ¶102. The  
 12 proposed service payment is also reasonable given the minimal impact this amount will  
 13 have on any settling Class Member’s level of recovery.

14 ***Settlement Administration Costs.*** The settlement administration costs are not to  
 15 exceed \$37,800—a reasonable amount given the size of the Class and the work required to  
 16 send the Notice, process settlement payments, establish and update a settlement website  
 17 and communicate extensively with Class Members and Class Counsel. Cole Decl. ¶ 14;  
 18 S.A. ¶¶ 80, 82, 76(e).

19 ***Results of the Notice Process.*** In accordance with the Court’s grant of preliminary  
 20 approval, the Settlement Administrator sent the Notices by first class mail to all Class  
 21 Members at their last known addresses, updated using the National Change of Address  
 22 (“NCOA”) Database. When Notices were returned as undeliverable, the Settlement  
 23

24 <sup>1</sup> Notably, post-judgment, Class Counsel will be required, *inter alia*, to stay in contact with the  
 25 claims administrator to ensure payment of the settlement proceeds to all Class Members, to  
 26 communicate with the Class Members themselves and other attorneys, and report compliance with  
 27 the terms of the Court’s final approval order. Attorney fee awards in common funds cases are,  
 28 thus, intended to compensate class counsel for work performed both before *and after* the date of  
 judgment.

<sup>2</sup> *See*, Declaration of each of the Representative Plaintiff, submitted herewith.

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1 Administrator performed reasonable address traces then, when possible, re-mailed those  
2 Notices to better mailing addresses. Challenges to the Notice process and to the Settlement  
3 itself were non-existent.

4 ***Distribution to Class.*** The entire Net Settlement Fund will be disbursed to the  
5 Settlement Class. Claims for Cash Payment A – Documented Losses will be reviewed by  
6 the Settlement Administrator and paid if in compliance with the Settlement Agreement.  
7 Individual settlement shares for Cash Payment B will be calculated *pro-rata*, based on the  
8 number of Settlement Class Members who submit timely and valid claim forms. The Net  
9 Settlement Fund’s distribution was outlined in then Notices and Claims Form already  
10 approved by this Court.

11 ***Effective Date.*** The Effective Date of the Settlement means: (a) The Parties have  
12 executed this Agreement, (b) The Parties have submitted to the Court and the Court has  
13 entered the Final Approval Order and (c) The time for seeking rehearing, appellate or other  
14 review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or  
15 review without material change, no other appeal or petition for rehearing or review is  
16 pending, and the time period during which further petition for hearing review, appeal, or  
17 certiorari could be taken has finally expired. S.A. ¶ 30.

18 ***Funding.*** No later than fourteen days after the Effective Date, Defendants shall  
19 provide the balance of the Settlement Fund not already advanced for notice costs to the  
20 Settlement Administrator. S.A. ¶ 64. Within twenty-one days of the Effective Date, the  
21 Settlement Administrator shall mail the Service Awards to the Representative Plaintiff and  
22 distribute Plaintiff’s Counsel’s Fees and Expenses awarded by the Court as directed by  
23 Class Counsel. S.A. ¶ 102. Within thirty days of the Effective Date, the Settlement  
24 Administrator shall distribute the Settlement Class Member Benefits. *Id.* at ¶ 98.  
25 Settlement checks will remain valid for ninety days from the date of issuance. S.A. ¶ 99.

26 ***Cy Pres.*** The total amount of uncashed Settlement Class Member checks will be  
27 distributed to Future of Privacy Forum, upon Court approval. S.A. ¶. 105  
28

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**III. THE SETTLEMENT MERITS FINAL APPROVAL**

**A. NINTH CIRCUIT FACTORS FAVOR FINAL APPROVAL**

Plaintiff brings this Motion pursuant to Federal Rules of Civil Procedure Rule 23(e), under which a class action may not be settled without approval of the Court. In determining whether to finally approve a class action settlement, courts must first determine that the settlement class, as defined by the parties, is certifiable under the standards of Rule 23(a) and (b). This Court considered and granted preliminary approval of class certification. (Dkt. No. 20). For the same reasons described in Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement (Dkt. No. 19), this Court should certify the Class for purposes of final approval of the settlement.

Next, the Court “must determine whether a proposed settlement is fundamentally fair, adequate, and reasonable.” *Copeland v. Hewlett-Packard Co. (In re Hewlett-Packard Co. S’holder Derivative Litig.)*, 716 F. App’x 603, 605 (9th Cir. 2017) (internal citation omitted). The Ninth Circuit has considered, if applicable, the following eight factors in determining whether that standard is satisfied: (1) the strength of the plaintiff’s case, (2) the risk, expense, complexity, and likely duration of further litigation, (3) the risk of maintaining class action status throughout the trial, (4) the amount offered in settlement, (5) the extent of discovery completed and the stage of the proceedings, (6) the experience and view of counsel, (7) the presence of a governmental participant, and (8) the reaction of the class members to the proposed settlement. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011); *see also Hanlon*, 150 F.3d at 1026. “Not all these factors will apply to every class action settlement” and “one factor alone may prove determinative in finding sufficient grounds for approval.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D.Cal. 2004) (quoting *Torrison v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993)). Rule 23(e)(2) further provides for consideration of whether: “(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the

1 effectiveness of any proposed method of distributing relief to the class, including the  
 2 method of processing class-member claims; (iii) the terms of any proposed award of  
 3 attorney's fees, including timing of payment; and (iv) any agreement required to be  
 4 identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative  
 5 to each other.” Fed. R. Civ. P. 23(e)(2).

### 6 **1. The Strength of the Plaintiff’s Case**

7 Plaintiff believes he has a reasonable chance of proving Defendants’ data security  
 8 was inadequate and, if he establishes that key fact, Defendants are likely to be found liable  
 9 under at least one theory of liability in his Complaint. However, his success is not  
 10 guaranteed. Defendants filed a potentially meritorious motion to dismiss, which was  
 11 pending at the time the Settlement was agreed upon. By contrast, the value achieved  
 12 through the Settlement Agreement *is* guaranteed, favoring approval of the Settlement  
 13 Agreement.

### 14 **2. Risk, Expense, Complexity, and Duration of Further Litigation**

15 Generally, “unless the settlement is clearly inadequate, its acceptance and approval  
 16 are preferable to lengthy and expensive litigation with uncertain results.” *In re Apollo Grp.*  
 17 *Sec. Litig.*, No. CV 04-2147-PHX-JAT, 2012 U.S. Dist. LEXIS 55622, at \*8 (D.Ariz. Apr.  
 18 20, 2012) (quoting *Nat’l Rural Telecomms. Coop* 221 F.R.D. at 526). In evaluating the  
 19 fairness of a settlement, “the Court must balance against the continuing risks of litigation  
 20 (including the strengths and weaknesses of the Plaintiff’s case) the benefits afforded to  
 21 members of the Class, and the immediacy and certainty of a substantial recovery.” *Couser*  
 22 *v. Comenity Bank*, 125 F.Supp.3d 1034, 1041 (S.D.Cal. 2015) (citing *In re Mego Fin. Corp.*  
 23 *Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000)). In this respect, “it has been held proper to  
 24 take the bird in hand instead of a prospective flock in the bush.” *Nat’l Rural Telecomms.*  
 25 *Coop.*, 221 F.R.D. at 526. As Ninth Circuit Jurists have long recognized, “public policy  
 26 favor[s] the compromise and settlement of disputes.” *Franklin v. Kayrpo Corp.*, 884 F.2d  
 27 1222, 1229 (9th Cir. 1989).

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1 While Plaintiff believes his case is strong, all cases, including this one, are subject  
2 to substantial risk. As noted above, Defendants filed a motion to dismiss, and judges of this  
3 Court have dismissed some data breach putative class actions on the pleadings. As with  
4 most complex litigation, data breach class actions rarely end just after a certification ruling.  
5 Even a successful judicial resolution at the trial court level can be just the beginning of a  
6 lengthy, expensive process, stalling payments to Class Members for years. This judicial  
7 purgatory is compounded by the risk of an adverse appellate ruling. As such, the risks of  
8 continued litigation support approval of this settlement.

### 9 3. The Risk of Maintaining Class Status Throughout Trial

10 Another significant risk faced by Plaintiff is maintaining class action status through  
11 trial. The Complaint has not yet survived a motion to dismiss, the class is not yet certified,  
12 and if the case proceeds, Defendants will certainly oppose certification. Thus, Plaintiff  
13 “necessarily risk[s] losing class action status.” *Grimm v. Am. Eagle Airlines, Inc.*, No. LA  
14 CV11-00406 JAK (MANx), 2014 U.S. Dist. LEXIS 199608, at \*26 (C.D.Cal. Sep. 24,  
15 2014).

16 Even if the Court certified the Class, the risk of decertification is great because data  
17 breach litigation is constantly “evolving” and, thus, “there is no guarantee of the ultimate  
18 result.” *Yvonne Mart Fox v. Iowa Health Sys.*, No. 3:18-cv-00327-JDP, 2021 U.S. Dist.  
19 LEXIS 40640, at \*14 (W.D.Wis. Mar. 4, 2021); *Gordon v. Chipotle Mexican Grill, Inc.*,  
20 No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS 215430, at \*3 (D.Colo. Dec. 16,  
21 2019). This over-arching risk simply puts a point on what is true in all class actions—class  
22 certification through trial is never a settled issue and is always a risk for the Plaintiff and  
23 Class Members.

### 24 4. The Amount Offered in Settlement

25 In light of the risks and uncertainties presented by data incident litigation, the value  
26 of the Settlement favors approval. The Settlement makes significant relief available to  
27 Settlement Class Members. Each Class Member is eligible to make a claim for up to \$5,000  
28 in reimbursements for Documented Losses related to the Data Incident. S.A. ¶ 70(a).

1 Moreover, every Settlement Class Member who submits a valid claim is eligible to receive  
 2 a Flat Cash Payment. S.A. ¶ 70(b). This provides substantial additional benefits to  
 3 Settlement Class Members. Because the settlement amount here is similar to other  
 4 settlements reached and approved in similar cases, this factor reflects that the Settlement is  
 5 fair. *See, Calderon v. Wolf Firm*, No. SACV 16-1266-JLS (KESx), 2018 U.S. Dist. LEXIS  
 6 42054, at \*21 (C.D. Cal. Mar. 13, 2018) (comparing class settlement with other settlements  
 7 in similar cases). In light of the difficulties and expenses Class Members would face in  
 8 pursuing individual claims, and the likelihood that they might be unaware of their claims,  
 9 this Settlement Amount is appropriate. *Id.* Accordingly, this factor favors approval.

#### 10 **5. The Discovery Completed and the Stage of the Proceedings**

11 Before entering into settlement discussions on behalf of class members, counsel  
 12 should have “sufficient information to make an informed decision.” *Linney v. Cellular*  
 13 *Alaska Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998). Plaintiff vigorously and  
 14 aggressively gathered all available information regarding Defendant and the Data  
 15 Incident—including publicly-available documents concerning announcements of the Data  
 16 Incident and notice of the Data Incident from Defendants to Class Members. In addition,  
 17 the Parties informally exchanged significant non-public information concerning the Data  
 18 Incident and the size of the Class in preparation for successful negotiations. “A settlement  
 19 following sufficient discovery and genuine arm’s-length negotiation is presumed fair.”  
 20 *Nat’l Rural Telecomms. Coop.*, 221 F.R.D at 528 (C.D. Cal. 2004).

21 Class Counsel’s experience in similar privacy and data protection cases provided  
 22 substantive knowledge on the subject to enable Class Counsel to represent Plaintiff’s and  
 23 Class Members’ interests without expending hundreds of hours and further substantial  
 24 financial resources to come up to speed on the subject area. “[T]he efficiency with which  
 25 the Parties were able to reach an agreement need not prevent this Court from granting . . .  
 26 approval.” *Hillman v. Lexicon Consulting, Inc.*, No. EDCV 16-01186-VAP (SPx), 2017  
 27 U.S. Dist. LEXIS 231075, at \*19 (C.D. Cal. Apr. 27, 2017). Accordingly, Plaintiff is well  
 28 informed about the strengths and weaknesses of this case.

## 6. The Experience and View of Counsel

“Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D at 528. “Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation.” *Principe v. Ukropina (In re Pac. Enters. Sec. Litig.)*, 47 F.3d 373, 378 (9th Cir. 1995).

The judgment of Plaintiff’s experienced Counsel supports the finding that the settlement is fair and reasonable. In negotiating the amounts to be paid under the Settlement, Plaintiff’s Counsel relied upon published reports documenting data breach and identity theft costs, actual costs incurred by Class Members (as relayed in conversations with Plaintiff’s Counsel), their own experience in other data incident litigation and reported settlements in other data incident class actions.

The benefits available here compare favorably to what Class Members could recover if successful at trial and provide meaningful benefits to the Class in light of the uncertainties presented by continued litigation. In the experience of Plaintiff’s Counsel, who has litigated numerous data breach cases, litigated hundreds of class actions over 33 years, have spoken to victims of other data breaches and have reviewed claims data from other settlements, the relief provided by this Settlement should be considered an outstanding result and benefit to the Class. Cole Decl. ¶ 14. Additionally, the monetary benefits provided by the Settlement compare favorably with those of other settlements in data incident class actions that have been approved by other courts. *Carter v. Vivendi Ticketing United States LLC*, No. SACV 22-01981-CJC (DFMx), 2023 U.S. Dist. LEXIS 210744, at \*14 (C.D.Cal. Oct. 30, 2023) (Review of settlements that have been approved, some offering as little as \$0.75 per class member.)

Having worked on behalf of the putative class since the Data Incident was first announced, evaluated the legal and factual disputes and having dedicated significant time and monetary resources to this litigation, Class Counsel fully endorses the Settlement. Cole Decl. ¶ 27.



1 of the resolution and the attorneys' fees and the service award were negotiated during  
 2 numerous and periodic arm's-length negotiations. Cole Decl. ¶ 13. Furthermore,  
 3 Settlement Class Counsel are well versed in handling data breach class actions such as this  
 4 one and fully understand the values recovered in similar cases. Thus, the Court can be  
 5 assured that the negotiations were not collusive.

6 **B. THE NOTICE PLAN SATISFIED DUE PROCESS**

7 To satisfy due process, notice to class members must be the best practicable, and  
 8 reasonably calculated under all the circumstances to apprise interested parties of the  
 9 pendency of the action and afford them an opportunity to present their objections. Fed. R.  
 10 Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided  
 11 to the class must be sufficient to allow class members "a full and fair opportunity to  
 12 consider the proposed decree and develop a response." *Mullane v. Central Hanover Bank*  
 13 *& Trust Co.*, 339 U.S. 306, 315 (1950). While individual notice should be provided where  
 14 class members can be located and identified through reasonable effort, notice may also be  
 15 provided by U.S. Mail, electronic mail or other appropriate means. Fed. R. Civ. P. 23  
 16 (c)(2)(B). Under Rule 23(c)(2)(B), the notice must clearly and concisely state in plain,  
 17 easily understood language: (i) the nature of the action, (ii) the definition of the class  
 18 certified, (iii) the class claims, issues or defenses, (iv) that a class member may enter an  
 19 appearance through an attorney if the member so desires, (v) that the court will exclude  
 20 from the class any member who requests exclusion, (vi) the time and manner for requesting  
 21 exclusion, and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

22 Here, the direct mail postcard notice is the gold standard, and is consistent with  
 23 notice programs approved by other courts. *Stott v. Capital Financial Services*, 277 F.R.D.  
 24 316, 342 (N.D.Tex. 2011) (approving notice sent to all class members by first class mail);  
 25 *Billitteri v. Sec. Am., Inc.*, No. 3:09-cv-01568-F, 2011 U.S. Dist. LEXIS 92713, at \*41  
 26 (N.D.Tex. Aug. 4, 2011) (same). The content of the Notice provided adequately informed  
 27 Settlement Class Members of the nature of the action, the definition of the Class, the claims  
 28 at issue, the ability of a Class Member to object or exclude themselves and/or enter an

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1 appearance through an attorney, and the binding effect of final approval and class  
2 judgment. The Notice utilized clear and concise language that is easy to understand and  
3 was organized in a way that allowed Class Members to easily find any section that they  
4 may be looking for. Thus, it was substantively adequate. *Churchill Vill., L.L.C. v. GE*, 361  
5 F.3d 566, 575 (9th Cir. 2004) (A notice “is satisfactory if it generally describes the terms  
6 of the settlement in sufficient detail to alert those with adverse viewpoints to investigate  
7 and to come forward and be heard.”).

8 As outlined in detail in the supporting Declaration of the Settlement Administrator,  
9 the Notice Plan here, and its execution, satisfied all the requirements of Rule 23(c). On  
10 December 12, 2025, CPT disseminated the Postcard Notice by First Class Mail to the  
11 11,504 Class Members on the Class List for whom a mailing address was available.  
12 O’Connor Decl. ¶ 13. The Postcard Notice provided an overview of the settlement terms,  
13 the benefits available, the options available to Class Members and the settlement website  
14 where additional settlement information could be obtained. Cole Decl. ¶ 23. After all  
15 address tracings and remailings, CPT delivered 10,099 Postcard Notices, equating to a  
16 delivery success percentage (or “reach rate”) of 87.78%. O’Connor Decl. ¶¶ 13-16. Such  
17 notice complies with the program approved by this Court in its Preliminary Approval Order  
18 and is consistent with Notice Programs approved in the Ninth Circuit and across the United  
19 States. A reach rate of 87.78% is considered a “high percentage,” and is within the “norm.”  
20 *See* Barbara J. Rothstein & Thomas E. Willging, Fed.Jud. Ctr., “*Managing Class Action*  
21 *Litigation: A Pocket Guide or Judges*”, 27 (3d Ed. 2010).

22 In addition to the direct mail notice, CPT established a dedicated website for the  
23 Settlement with an easy to remember domain name ([www.EricksonSettlement.com](http://www.EricksonSettlement.com)).  
24 O’Connor Decl. ¶ 8. Relevant documents were posted on the website for Settlement Class  
25 Members to review. To date, there have been 2,200 page views and 719 unique visitor  
26 sessions to the Settlement Website. *Id.* at 12. Thus, the notice plan has met and exceeded  
27 the requirements of due process.  
28

**C. THE CLASS SHOULD BE FINALLY CERTIFIED**

The Court has already conditionally certified the Settlement Class for settlement purposes. (ECF 38). For the reasons stated in the preliminary approval motion (ECF 37), and the Preliminary Approval Order (Dkt. No. 20), the Court’s certification of the Settlement Class (for settlement purposes only) should be affirmed.

**D. REIMBURSEMENT CPT’S FEES IS APPROPRIATE**

Representative Plaintiff respectfully requests approval of CPT’s settlement administration costs and fees. By the time of preliminary settlement approval, CPT currently estimated its fees at \$28,750—a very reasonable amount given the size of the Class and the work required to send the Notice, process settlement checks, establish a website and communicate with Class Members and counsel. O’Connor Decl. ¶ 24.

**IV. CONCLUSION**

Based upon the foregoing, Representative Plaintiff respectfully requests the Court grant final approval of the Settlement.

Dated: January 23, 2026

By: /s/ Scott Edward Cole  
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**CERTIFICATE OF SERVICE**

I hereby certify that on January 23, 2026, I electronically transmitted the foregoing document to the Clerk’s Office using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

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