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

Felicia Durgan, et al.,  
Plaintiffs,  
v.  
U-Haul International Incorporated,  
Defendant.

No. CV-22-01565-PHX-MTL  
**ORDER**

This case is before the Court on Plaintiffs Michelle Anderson, Saray Hendricks, Peter Telford, Hulises Rolon, Denise Bowen, Bryan Bowen, Gerardo Rivera, Mark Johnson, and Ariana Allen’s (collectively “Plaintiffs”) Unopposed Motion for Preliminary Approval of the Class Action Settlement (the “Motion”) (Doc. 52).

The Court, having considered the Motion, the supporting brief, the Parties’ Settlement Agreement dated April 30, 2024, (the “Settlement”) (Doc. 52-1 at 2-51); the proposed Short Form Notice, Long Form Notice, and Claim Form (attached as Exhibits A, B, and C, respectively, to the Settlement Agreement) (*id.* at 52-69); the pleadings and other papers filed in this Action; and the statements of counsel and the Parties, and for good cause shown:

**IT IS ORDERED** that the Motion (Doc. 52) is **granted**.

**IT IS FURTHER ORDERED** as follows:

**Preliminary Approval of Settlement Agreement**

Unless otherwise defined herein, all capitalized terms as used in this Order shall

1 have the definitions and meanings accorded to them in the Settlement Agreement.

2 1. The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the Litigation,  
3 Plaintiffs, all Settlement Class Members, Defendant U-Haul International, Inc. (“U-Haul”  
4 or Defendant”), and any party to any agreement that is part of or related to the Settlement  
5 Agreement.

6 2. The Court finds that the proposed Settlement set forth in the Settlement  
7 Agreement is sufficiently fair, reasonable, and adequate such that it is hereby preliminarily  
8 approved and notice of the settlement should be provided to the Settlement Class Members  
9 and that a hearing should be held as set forth below.

10 **Class Certification**

11 3. Solely for purposes of the Settlement, the Court conditionally certifies the  
12 following Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure  
13 (“Settlement Class”):

14 **All individuals who resided in California at any time**  
15 **during, and whose PII was compromised in, the data**  
16 **incident that is the subject of *Notice of Recent Security***  
17 ***Incident* that Defendant sent to Plaintiffs and Settlement**  
18 **Class members on or around September 9, 2022 and the**  
19 **data incident that is the subject of the Notice of Recent**  
20 **Security Incident that Defendant sent to Plaintiff Allen and**  
21 **2023 Data Incident plaintiffs on or around February 22,**  
22 **2024, respectively (the “Settlement Class”). Excluded from**  
23 **the Settlement Class are: (i) U-Haul, Inc.; (ii) all Settlement**  
24 **Class Members who timely and validly request exclusion**  
25 **from the Settlement Class; (iii) any judges assigned to this**  
26 **case and their staff and family; and (iv) any other Person**  
27 **found by a court of competent jurisdiction to be guilty**  
28 **under criminal law of initiating, causing, aiding or abetting**  
**the criminal activity occurrence of the Data Security**  
**Incidents or who pleads nolo contendere to any such**  
**charge.**

24 4. Subject to final approval of the Settlement, the Court finds and concludes for  
25 settlement purposes only that the prerequisites to a class action, set forth in Rule 23(a) and  
26 (b) of the Federal Rules of Civil Procedure are satisfied in that:

27 (a) the Settlement Class is so numerous that joinder of all members is  
28 impracticable;

- 1 (b) there are questions of law or fact common to the Settlement Class;
- 2 (c) Plaintiffs and Class Counsel (as defined below) fairly and adequately
- 3 represent the Settlement Class, and Plaintiffs' interests are aligned with the interests of all
- 4 other members of the Settlement Class;
- 5 (d) the Claims of Plaintiffs are typical of those of Settlement Class Members;
- 6 (e) common issues predominate over any individual issues affecting the
- 7 members of the Settlement Class; and
- 8 (f) settlement of the Litigation on a class-action basis is superior to other means
- 9 of resolving this matter.

10 5. The Court appoints Terence R. Coates as Class Counsel, having determined

11 that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully

12 satisfied by this appointment.

13 6. The Court hereby appoints Plaintiffs Michelle Anderson, Saray Hendricks,

14 Peter Telford, Hulises Rolon, Denise Bowen, Bryan Bowen, Gerardo Rivera, Mark

15 Johnson, and Ariana Allen as the Class Representatives for settlement purposes only on

16 behalf of the Settlement Class.

17 **Notice to Settlement Class Members**

18 7. At the hearing for Plaintiffs' Motion for Preliminary Approval of the Class

19 Action Settlement, the Court approved the Settlement Agreement, as well as the Long

20 Notice and the Short Notices attached as Exhibits A and B, respectively, to the Settlement

21 Agreement, and finds that the dissemination of the Settlement Notices substantially in the

22 manner and form set forth in the Settlement Agreement ("Notice Plan") complies fully with

23 the requirements of Federal Rule of Civil Procedure 23 and the due process of law, and is

24 the best notice practicable under the circumstances.

25 8. The Court further approves the Claim Form, substantially similar to Exhibit

26 C attached to the Settlement Agreement. The Claim Form, Exhibit C to the Settlement

27 Agreement, will be available on the Settlement Website and by request.

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1           9.       The notice procedures described in the Notice Plan are hereby found to be  
2       the best means of providing notice under the circumstances and, when completed, shall  
3       constitute due and sufficient notice of the proposed Settlement and the Final Fairness  
4       Hearing to all persons affected by and/or entitled to participate in the Settlement, in full  
5       compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure  
6       and due process of law.

7           10.       No later than thirty (30) days from the date of this Order preliminarily  
8       approving the Settlement Agreement, the Settlement Administrator shall send the Short  
9       Notices to each Settlement Class Member through mailing the Short Form Notices via  
10       electronic mail and/or U.S. Mail, first-class; and shall publish the Long Notice on the  
11       Settlement Website as stated in the proposed Notice Plan. All mailings and remailings to  
12       any Settlement Class Members shall be completed (45) forty-five days from the date of  
13       this Order preliminarily approving the Settlement Agreement. Contemporaneously with  
14       seeking Final Approval of the Settlement, Class Counsel shall cause to be filed with the  
15       Court an appropriate affidavit or declaration from the Claims Administrator with respect  
16       to complying with the Notice Plan.

17           11.       All costs incurred in disseminating or otherwise in connection with the  
18       Settlement Notice shall be paid from the Settlement Fund pursuant to the Settlement  
19       Agreement.

20           12.       The Settlement Notices and Claim Form satisfy the requirements of due  
21       process and of Rule 23(e) of the Federal Rules of Civil Procedure and are thus approved  
22       for dissemination to the Settlement Class. The Claim Forms shall be made available to the  
23       Settlement Class Members as set forth in the Notice Plan and shall be made available to  
24       any potential Class Member that requests one.

25                               **Attorneys' Fees, Costs, and Service Awards**

26           13.       The Settlement Agreement provides that, as part of the Settlement, Class  
27       Counsel will request an amount of attorneys' fees not to exceed 30% of the \$5,085,000  
28       Settlement Fund (\$1,525,500) and reimbursement of litigation expenses not to exceed

1 \$70,000.00 to be paid to Class Counsel and Plaintiffs’ Counsel. Pursuant to the Settlement,  
2 Plaintiffs shall file their motion requesting attorneys’ fees, costs, and service awards within  
3 46 days after the Notice Date.

4 **Responses by Settlement Class Members and the Scheduling of a Final Approval**  
5 **Hearing**

6 14. Settlement Class Members may opt-out or object up to sixty (60) days from  
7 the Notice Date (the “Opt-Out Deadline”).

8 15. Any member of the Settlement Class who wishes to be excluded (“opt-out”)  
9 from the Settlement Class must send a written request to the designated Post Office box  
10 established by the Claims Administrator postmarked on or before the Opt-Out Deadline.  
11 Members of the Settlement Class may not opt-out of the Settlement by submitting requests  
12 to opt-out as a group or class, but must in each instance individually and personally submit  
13 an opt-out request. All Settlement Class Members who opt-out of the Settlement will not  
14 be eligible to receive any benefits under the Settlement, will not be bound by any further  
15 orders or judgments entered for or against the Settlement Class, and will preserve their  
16 ability to independently pursue any claims they may have against U-Haul.

17 16. Any member of the Settlement Class Members who does not properly and  
18 timely opt-out of the Settlement shall, upon entry of the Final Approval Order and Final  
19 Judgment, be bound by all the terms and provisions of the Settlement Agreement and  
20 Released Claims, whether or not such Settlement Class Member objected to the Settlement  
21 and whether or not such Settlement Class Member received consideration under the  
22 Settlement Agreement.

23 17. The Court adopts the following schedule for the remaining events in this  
24 case:

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**SETTLEMENT TIMELINE**

<u>Event</u>	<u>Deadline</u>
	<i>From Order Granting Preliminary Approval</i>
Notice Date	+30 days
U-Haul will deposit \$1,000,000 into the Qualified Settlement Fund	+21 days
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Date	+90 days
Opt-Out Date	+90 days
Claims Deadline	+120 days
Final Approval Hearing	October 23, 2024
	<i>From Final Approval Hearing</i>
Motion for Final Approval	-14 days
	<i>From Order Granting Final Approval</i>
Effective Date	+31 days, assuming no appeal has been taken. See definition of Final in the Agreement.
U-Haul to deposit the remaining \$4,085,000 into the Settlement Fund	+52 days

18. A hearing on the Settlement (the “Final Approval Hearing”) shall be held before the Court on **October 23, 2024, at 10:00 a.m.**

1           19. At the Final Approval Hearing, the Court will consider (a) the fairness,  
2 reasonableness, and adequacy of the proposed class Settlement and whether the Settlement  
3 should be granted final approval by the Court; (b) dismissal with prejudice of the  
4 Litigation; (c) entry of an order including the release of claims and release of U-Haul; (d)  
5 entry of a final approval order; and (e) entry of final judgment in this Litigation. Proposed  
6 Class Counsel's application for award of attorney's fees and expenses, and requests for the  
7 Court to award a service award to the named Plaintiffs, shall also be heard at the time of  
8 the hearing.

9           20. The date and time of the Final Approval Hearing shall be subject to  
10 adjournment by the Court without further notice to the members of the Settlement Class,  
11 other than that which may be posted by the Court. Should the Court adjourn the date for  
12 the Final Approval Hearing, that shall not alter the deadlines for mailing and publication  
13 of notice, the Opt-Out Deadline, or the deadlines for submissions of settlement objections,  
14 claims, and notices of intention to appear at the Final Fairness Hearing unless those dates  
15 are explicitly changed by subsequent Order.

16           21. Any person or entity who or which does not elect to be excluded from the  
17 Settlement Class may, but need not, enter an appearance through their own attorney.  
18 Settlement Class Members who do not timely object or opt-out and that do not have an  
19 attorney who enters an appearance on their behalf will be represented by Class Counsel.

20           22. Any person or entity who or which does not elect to be excluded from the  
21 Settlement Class may object to the proposed Settlement. Any Settlement Class Member  
22 may object to, among other things, (a) the proposed Settlement, (b) entry of Final Approval  
23 Order and the judgment approving the Settlement, (c) Proposed Class Counsel's  
24 Application for fees and expenses, or (d) the service award request, by (i) serving a written  
25 objection upon Proposed Class Counsel and U-Haul's counsel or (ii) hand-delivering or  
26 mailing the written objection to:

27    Clerk of the Court  
28    Durgan v. U-Haul International Inc.  
No. CV-22-1565-MTL consolidated with Nos. CV-22-1608-MTL, CV-22-1625-MTL,

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CV-22-1631-MTL, CV-22-1658-MTL, CV-22-1693-MTL  
United States District Court District  
for the District of Arizona  
Sandra Day O’Connor U.S. Courthouse,  
401 West Washington Street,  
Phoenix, AZ 85003

23. Any Settlement Class Member making the objection (an “Objector”) must submit the objection in writing and include all the following information: a) the objecting Settlement Class members’ full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Members’ signature; and (iii) set forth a statement of all grounds for the objection, including any legal support for the objection that the Objector believes applicable. To be timely, any objection must be hand-delivered or mailed to the Clerk of Court no later than sixty (60) days after Notice Date.

24. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney’s name, address, phone number, email address, and state bar(s) to which counsel is admitted.

25. If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness’s expected testimony at least thirty (30) days before the Final Approval Hearing.

26. In order to be timely, objections, along with any notices of intent to appear, must be mailed to Proposed Class Counsel and U-Haul’s Counsel with a postmark date of no later than sixty (60) days after the Notice Commencement Date or filed with the Court no later than sixty (60) days after the Notice Commencement Date.

27. Only Settlement Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Fairness Hearing. Any Settlement Class Member who does not timely mail or file and serve an objection in writing



1 in accordance with the procedure set forth in the Class Notice and mandated in this Order  
2 shall be deemed to have waived any objection to (a) the Settlement; (b) the Released Claims  
3 and Released Parties; (c) entry of Final Approval Order or any judgment; (d) Proposed  
4 Class Counsel's application for fees, costs, and expenses, and/or (e) the Service Award  
5 requests for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

6 28. Settlement Class Members need not appear at the hearing or take any other  
7 action to indicate their approval.

8 29. Upon entry of the Order and Final Judgment, all members of the Settlement  
9 Class who have not personally and timely requested to be excluded from the Settlement  
10 Class will be enjoined from proceeding against U-Haul with respect to all of the Released  
11 Claims and the Released Parties.

12 30. The Settlement Administrator shall prepare and send all notices that are  
13 required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28  
14 U.S.C. § 1715. Class Counsel and Counsel for U-Haul shall cooperate promptly and fully  
15 in the preparation of such notices, including providing U-Haul with any and all information  
16 in their possession necessary for the preparation of these notices. U-Haul shall provide  
17 courtesy copies of the notices to Proposed Class Counsel for the purpose of implementing  
18 the settlement. U-Haul shall file a notice of compliance with the CAFA requirements  
19 within ten (10) days of providing notice to Attorneys General under CAFA.

20 **Administration of the Settlement**

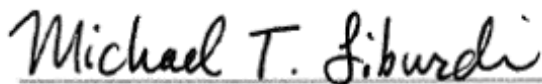
21 31. The Court hereby appoints the settlement administrator proposed by the  
22 parties, Kroll Settlement Administration LLC (the "Settlement Administrator").  
23 Responsibilities of the Settlement Administrator shall include: (a) establishing a post office  
24 box for purposes of communicating with Settlement Class Members; (b) disseminating  
25 notice to the Settlement Class; (c) developing a web site to enable Settlement Class  
26 Members to access documents; (d) accepting and maintaining documents sent from  
27 Settlement Class Members relating to claims administration; (e) administering the  
28 Settlement Fund; and (f) distributing settlement benefits to Settlement Class Members.

1 Pursuant to the Settlement Agreement, the Settlement Administrator and costs of  
2 administration shall be paid from the Settlement Fund.

3 32. In the event the Settlement Agreement and the proposed settlement are  
4 terminated in accordance with the applicable provisions of the Settlement Agreement, the  
5 Settlement Agreement, the proposed Settlement, and all related proceedings shall, except  
6 as expressly provided to the contrary in the Settlement Agreement, become null and void,  
7 shall have no further force and effect, and Settlement Class Members shall retain all of  
8 their current rights to assert any and all claims against U-Haul, and shall retain any and all  
9 of their current defenses and arguments thereto (including but not limited to arguments that  
10 the requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure are not  
11 satisfied for purposes of continued litigation). The Litigation shall thereupon revert  
12 forthwith to its respective procedural and substantive status prior to the date of execution  
13 of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other  
14 related orders and papers had not been executed.

15 33. Neither this Order nor the Settlement Agreement nor any other  
16 settlement-related document nor anything contained herein or therein or contemplated  
17 hereby or thereby nor any proceedings undertaken in accordance with the terms set forth  
18 in the Settlement Agreement or herein or in any other settlement-related document, shall  
19 constitute, be construed as or be deemed to be evidence of or an admission or concession  
20 by U-Haul as to the validity of any claim that has been or could have been asserted against  
21 it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of  
22 class certification for any purposes other than for purposes of the current proposed  
23 settlement.

24 Dated this 14th day of June, 2024.

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28 Michael T. Liburdi  
United States District Judge