

# Exhibit E

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Michelle Anderson, Saray Hendricks, Peter Telford, Hulises Rolon, Denise Bowen, Bryan Bowen, Gerardo Rivera, Mark Johnson, (“2022 Data Incident Plaintiffs”) and Ariana Allen (collectively with 2022 Data Incident Plaintiffs, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Class Counsel (as defined below), and Defendant U-Haul International, Inc., (“U-Haul” or “Defendant”) in order to effect a full and final settlement and dismissal with prejudice of all claims against U-Haul alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein.

### **I. RECITALS**

#### **1. The Litigation.**

In August 2022, U-Haul became aware that from November 5, 2021 until April 5, 2022, an unauthorized actor potentially gained access to certain systems and potentially accessed certain information stored within those systems (the “2022 Data Incident”). U-Haul began notifying 2022 Data Incident Plaintiffs and the Settlement Class about the 2022 Data Incident in September 2022.

Separately, on December 5, 2023 U-Haul became aware that an unauthorized actor gained access to certain systems and accessed certain customer records stored within those systems (the “2023 Data Incident,” collectively with the 2022 Data Incident the “Data Incidents”). U-Haul began notifying Plaintiff Ariana Allen (“Plaintiff Allen”) and the Settlement Class about the 2023 Data Incident on or about February 22, 2024.

In response, Plaintiffs allege they spent hours responding to the Data Incidents, including by monitoring their accounts, reviewing their credit reports, and researching credit monitoring options. Additionally, Plaintiffs allege they have experienced an increase in fraudulent and spam

calls arising from the Data Incidents. As a result of these losses, Plaintiffs filed various actions which have been consolidated into the above captioned matter.

In March 2024, the Parties (as defined below) were able to reach an agreement on all the principal terms of settlement for this matter, subject to final mutual agreement on all necessary documentation.

**2. Claims of Plaintiffs and Benefits of Settling.**

Plaintiffs believe that the claims asserted in the Lawsuit (as defined below), and as set forth in the Complaint (as defined below), have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against U-Haul through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risks of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel and Plaintiffs' Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

**3. Denial of Wrongdoing and Liability.**

U-Haul denies each and all of the claims and contentions alleged against it in the Lawsuit. U-Haul denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, U-Haul has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. U-Haul has taken into account the uncertainty and risks inherent in any litigation. U-Haul has, therefore,

determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

## **II. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and U-Haul that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

### **1. DEFINITIONS.**

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1 “**2022 Data Incident**” means the cyberattack incident allegedly involving Plaintiffs’ and Settlement Class Members’ Private Information that U-Haul sent notice of on or about September 9, 2022.

1.2 “**2022 Data Incident Plaintiffs**” means Michelle Anderson, Saray Hendricks, Peter Telford, Hulises Rolon, Denise Bowen, Bryan Bowen, Gerardo Rivera and Mark Johnson.

1.3 “**2023 Data Incident**” means the cyberattack incident allegedly involving Plaintiff Allen’s and Settlement Class Members’ Private Information that U-Haul sent notice of on or about February 22, 2024.

1.4 “**Business days**” means calendar days not including Saturday, Sunday, or federal holidays.

1.5 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.6 “*Claim Form(s)*” means the forms, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Forms shall require an actual or electronic sworn signature but shall not require a notarization.

1.7 “*Class Counsel*” shall mean Terence R. Coates of Markovits, Stock & DeMarco, LLC.

1.8 “*Complaint*” means the Second Amended Consolidated Class Action Complaint filed by Plaintiffs in the Lawsuit.

1.9 “*Court*” means the United States District Court for the District of Arizona.

1.10 “*Data Incidents*” means the 2022 Data Incident and the 2023 Data Incident taken together.

1.11 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

1.12 “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.13 “**Escrow Account**” means the qualified Settlement Fund, which will be deposited with Western Alliance Bank.

1.14 “**Final**” means that all of the following events have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.15 “**Final Approval Hearing**” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.16 “**Final Order and Judgment**” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing, which is substantially similar to **Exhibit E** to this Settlement Agreement.

1.17 “**Lawsuit**” means the lawsuit, styled *Durgan et al. v. U-Haul International Incorporated*, Case No.: 2:22-cv-01565-MTL pending in the United States District Court for the District of Arizona.

1.18 “*Notice*” means the notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, attached as **Exhibits A and B** to this Settlement Agreement.

1.19 “*Notice and Settlement Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Settlement Administration in connection with the Settlement.

1.20 “*Notice Deadline*” means within thirty (30) Days of the entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose email and/or mailing addresses are known to U-Haul.

1.21 “*Notice Program*” means the notice program described in Section 5.

1.22 “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection, which is sixty (60) Days after the Notice Deadline.

1.23 “*Opt-Out Period*” means the time period ordered by the Court during which a Settlement Class Member may submit an Opt-Out Request to opt-out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court this period be sixty (60) Days from the Notice Deadline.

1.24 “*Opt-Out Request*” means a written request that a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.25 “*Parties*” means Plaintiffs, individually and on behalf of the Settlement Class, and U-Haul.

1.26 “*Person*” means an individual.

1.27 “*U-Haul*” means U-Haul International, Inc., a Nevada corporation.

1.28 “*U-Haul Counsel*” means Shook, Hardy & Bacon, LLP and its attorneys.

1.29 “*Private Information*” or “*PII*” means “Personally Identifiable Information” and includes, but is not limited to, full names, dates of birth and driver’s license or state identification numbers.

1.30 “*Plaintiffs*” or “*Settlement Class Representatives*” means Michelle Anderson, Saray Hendricks, Peter Telford, Hulises Rolon, Denise Bowen, Bryan Bowen, Gerardo Rivera, Mark Johnson, and Ariana Allen.

1.31 “*Plaintiffs’ Counsel*” means the other Plaintiffs’ counsel who worked with Class Counsel to represent Plaintiffs in this matter, including M. Anderson Berry and Gregory Haroutunian, Clayeo C. Arnold, APC d/b/a Arnold Law Firm; Gary M. Klinger and David M. Lietz, Milberg Coleman Bryson Phillips Grossman PLLC; Kiley L. Grombacher, Bradley Grombacher LLP; Cristina Perez Hesano, Perez Law Group LLP; A. Brooke Murphy, Murphy Law Firm; Ryan D. Maxey, Maxey Law Firm PA; William B. Federman, Federman & Sherwood; John Y. Yanchunis, Morgan & Morgan; Marc E. Dann, Dann Law; Courtney Maccarone, Levi & Korsinsky LLP; and, Thomas A. Zimmerman, Jr., Zimmerman Law Offices PC.

1.32 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.33 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, which is substantially similar to **Exhibit D** to this Settlement Agreement.

1.34 “*Pro Rata Monetary Payment*” means the monetary settlement payment as described in more detail in Paragraph 3.1 below that Settlement Class Members will receive from the Settlement Fund if they submit a valid Claim Form.



1.35 “**Residual Funds**” means any funds that remain in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Funds will be sent to the Internal Association of Privacy Professionals Student Scholarship Fund, a 501(c)(6) organization, subject to Court approval.

1.36 “**Released Claims**” means any and all claims, demands, rights, or causes of action of any type or nature whether legal, equitable, statutory, based on the common law, or otherwise, whether individual, class, direct, representative or otherwise, for damages, losses, penalties, attorney’s fees, or any other type of remedy or relief be it monetary or injunctive, existing or potential, accrued or unaccrued, suspected or unsuspected, that were asserted in the Complaint or are reasonably related to the facts and claims alleged in the Lawsuit, including any Unknown Claims. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.37 “**Released Persons**” means U-Haul, including its parents, subsidiaries, divisions, predecessors and successors, and each of their respective past and present officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, attorneys, insurers, agents, and assigns.

1.38 “**Service Award**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this litigation.

1.39 “**Settlement**” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.40 “*Settlement Administration*” means providing notice of the Settlement to Settlement Class Members and governmental entities, including notice required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b), the processing of claims, requests for exclusions and objections and payment of approved claims received from Settlement Class Members by the Settlement Administrator.

1.41 “*Settlement Administrator*” means Kroll Settlement Administration, LLC (“Kroll”) or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court. The Settlement Administrator shall use Digital Disbursements, a wholly owned subsidiary of Western Alliance Bank, to pay Settlement Class Members who select a digital payment option.

1.42 “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

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

charge. Any Settlement Class Member whose Private Information was involved in the 2022 Data Incident and 2023 Data Incident will be eligible to receive two Pro Rata Monetary Payments under this Settlement (one for each Data Incident). There are approximately 2,458 Settlement Class Members whose Private Information was involved in both the 2022 Data Incident and the 2023 Data Incident. There are roughly 248,078 Settlement Class Members whose Private Information was involved in the 2022 Data Incident and roughly 13,889 Settlement Class Members whose Private Information was included in the 2023 Data Incident.

1.44 “*Settlement Fund*” means the non-reversionary sum of five million eighty-five thousand dollars (\$5,085,000) to be paid by Defendant or its insurer as specified in this Agreement, including any interest accrued thereon after payment, this being the full and complete extent of Defendant’s obligations with respect to the Settlement but for any remedial business practice changes agreed to by the Parties. The Settlement Fund will be established by the Settlement Administrator or Class Counsel pursuant to 26 C.F.R. § 1.468B-1 at Western Alliance Bank, in which U-Haul will deposit \$5,085,000 in settlement funds and from which all monetary compensation to the Settlement Class and attorneys’ fees and expenses, Settlement Administration Costs and Expenses, and Service Awards shall be paid, including the cost of any CAFA Notice.

1.45 “*Settlement Class Member[s]*” means all persons who fall within the definition of the Settlement Class.

1.46 “*Settlement Website*” means a dedicated website created and maintained by the Settlement Administrator ([www.uhauldatasettlement.com](http://www.uhauldatasettlement.com)), which will contain relevant documents and information about the Settlement, as agreed upon between the Parties, including this Settlement Agreement, Notice, and Claim Form, among other things, and include the ability to submit Claim Forms online.

1.47 “*United States*” includes all fifty (50) states, the District of Columbia, and all territories.

1.48 “*Unknown Claims*” means any of the Released Claims that any member of the Settlement Class, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Release Effective Date, Plaintiffs intend to and expressly shall have, and each of the other members of the Settlement Class shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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.

Members of the Settlement Class, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other member of the Settlement Class shall be deemed to have, and by operation of the

Judgment shall have, upon the Release Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and members of the Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. CLASS CERTIFICATION**

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, U-Haul agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, U-Haul stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, U-Haul shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

### 3. SETTLEMENT BENEFITS

Subject to the terms of this Settlement Agreement, U-Haul shall fund a non-reversionary settlement fund (“Settlement Fund”) in the amount of \$5,085,000. Within twenty-one (21) business days after entry of an order granting Preliminary Approval of the settlement, U-Haul will deposit one million (\$1,000,000) of the Settlement Fund into the Escrow Account, which shall be available to cover Notice and the Costs of Settlement Administration incurred prior to entry of the Final Approval Order and Judgment. U-Haul shall pay the balance of the Settlement Fund, \$4,085,000, into the Escrow Account twenty-one (21) business days after the Effective Date. From the Settlement Fund, the Settlement Administrator shall pay all Costs of Settlement Administration; all valid Claims; any Service Awards to the Class Representatives; and any attorneys’ fees and costs to Class Counsel and Plaintiffs’ Counsel. The Settlement Fund represents the total extent of the Released Persons’ monetary obligations under this Settlement Agreement. The Settlement Administrator shall be responsible for all tax filings with respect to the Settlement Fund.

3.1 Pro Rata Monetary Payment: All Settlement Class Members may claim a *pro rata* monetary payment that is expected to be approximately \$100 from the Settlement Fund. The *pro rata* monetary payment will be calculated by dividing the amount available from the Settlement Fund after the deduction of any Notice and Settlement Administration Costs, attorneys’ fees, litigation expenses, and Service Awards, by the number of Settlement Class Members who submit valid claims under the Settlement. If any monies remain in the Settlement Fund more than one hundred twenty (120) Days after the distribution of *Pro Rata* Monetary Payments to Settlement Class Members who have submitted valid Claim Forms, such funds will be Residual Funds under this Agreement and will be distributed to the International Association of Privacy Professionals

Student Scholarship Fund, a 501(c)(6) organization that provides education and awareness of data privacy issues, as *cy pres* recipient, subject to Court approval.

3.2 Remedial Measures. Separate from and in addition to the Settlement Fund, Defendant agrees to provide written confirmation to Plaintiffs' Counsel of subsequent remedial measures taken after the 2022 Data Incident and the 2023 Data Incident to protect the continuing interests of Plaintiffs' and Settlement Class Members' data security. Costs associated with these data security measures shall be paid by Defendant separate and apart from the Settlement Fund.

3.3 Claims Period. The Parties agree that the period for submitting claims will be set at a date certain no more than ninety (90) Days from the date that Notice is sent to the Settlement Class Members.

3.4 The Settlement Administrator will provide information to U-Haul regarding approved claims, including all documentation to substantiate the claim upon request. U-Haul shall have up to five (5) business days after being provided this information to dispute any approved claim.

3.5 The Settlement Administrator will make a final and binding determination regarding any disputed claim by a Settlement Class Member.

3.6 The entire settlement is subject to court approval. The Effective Date for the settlement is defined in Paragraph 14.1.

#### **4. SETTLEMENT ADMINISTRATION.**

4.1 All Notice and Settlement Administration Costs will be paid from the Settlement Fund.

4.2 The Parties have agreed to request that the Court appoint Kroll as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by U-Haul Counsel and Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Class Counsel and U-Haul Counsel shall agree on the information and documents to be posted on the Settlement Website before the information/documents are posted to the site.

4.5 The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and U-Haul Counsel, and subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall within ten (10) Days after the filing of the motion seeking Preliminary Approval of the Settlement, acting on behalf of U-Haul, have served or cause to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than



the Claim Deadline. Claim Forms submitted via U.S. mail who elected an e-payment option will be sent an email to the email address provided on their claim form to verify and select the e-payment option of their choice. If the claimant does not select an e-payment option after 14 days of receiving the email, they will automatically be sent a settlement check.

4.7 The Settlement Administrator will review and evaluate each Claim Form for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the claimant: (1) is a Settlement Class Member; and (2) has submitted a valid Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Settlement Administrator may reasonably require in order to evaluate the claim.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until one hundred and eighty (180) Days after the Effective Date. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel and/or U-Haul Counsel to the extent requested or necessary to resolve Settlement Administration issues pursuant to this Settlement Agreement. U-Haul or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall mail or otherwise provide payment for approved claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Claim is approved, whichever is later.

4.11 Payment for approved Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12 Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief under the Settlement shall be extinguished, and U-Haul shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Paragraph 3.1 or to make any other type of monetary relief to the Settlement Class Member. Such a Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The settlement funds and benefits that U-Haul shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of U-Haul until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, Plaintiffs’ Counsel and U-Haul Counsel. The Settlement Administrator is authorized to and shall provide to Class Counsel and U-Haul Counsel upon request information regarding approved claims including all documentation supporting approved claims.

**5. NOTICE TO SETTLEMENT CLASS MEMBERS.**

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) direct notice via mail or email; and (2) notice on the Settlement Website.

5.3 Within ten (10) Days of the entry of the Preliminary Approval Order, U-Haul shall provide the Settlement Administrator with the names and physical or electronic mailing addresses of the Settlement Class Members whose mailing addresses are known to U-Haul. The Settlement Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose email and/or mailing addresses are known to U-Haul.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator

shall have the discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are sent, Class Counsel and U-Haul Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice (substantially similar to that attached hereto as **Exhibit B**), and the Claim Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available to Settlement Class Members via the Settlement Website through the use of log-in credentials. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and/or Plaintiffs' Counsel and U-Haul Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice sent to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until ninety (90) Days after the Effective Date.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and U-Haul Counsel an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program, to be filed with the Court concurrently with the motion for Final Approval of the Settlement.

5.11 The Settlement Fund shall be used to pay the entirety of the Costs of Settlement Administration and the costs of providing notice to the Settlement Class in accordance with the Preliminary Approval Order.

## **6. OPT-OUT PROCEDURE.**

6.1 Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-Day period beginning upon the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal signature (or the signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the

Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Class Counsel and U-Haul Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.4, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out

Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8 Within fourteen (14) Days after the Opt-Out Period, the Settlement Administrator shall furnish to Class Counsel and to U-Haul Counsel a complete list of all timely and valid Opt-Out Requests (the “Opt-Out List”).

## **7. OBJECTIONS TO THE SETTLEMENT.**

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection (“Objection”) by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member’s 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.

7.2 To be timely, an Objection must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Class Counsel and U-Haul Counsel at addresses set forth in the Notice no later than sixty (60) Days after the Notice Deadline (“Objection Deadline”). The deadline for filing Objections shall be included in the Notice.

7.3 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the objection 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.

7.4 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.

7.5 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section.

## **8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD.**

8.1 U-Haul has agreed to a Service Award to be paid to Plaintiffs in an amount not to exceed two thousand dollars (\$2,000.00) to each of the Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class. Plaintiffs will not request Service Awards exceeding two thousand dollars (\$2,000.00) per Plaintiff. If approved by the Court, the Service Award will be paid from the Settlement Fund.

8.2 U-Haul has agreed not to oppose an award of attorneys' fees in an amount not to exceed thirty percent (30%) of the Settlement Fund, or one million five hundred twenty-five thousand five hundred dollars (\$1,525,500.00), to Class Counsel and Plaintiffs' Counsel and up to seventy thousand dollars (\$70,000) in reasonable litigation costs and expenses. Class Counsel and Plaintiffs' Counsel will not request an award of attorneys' fees exceeding thirty percent (30%) of



the Settlement Fund, or one million five hundred twenty-five thousand five hundred dollars (\$1,525,500.00), and seventy thousand dollars (\$70,000) in reasonable litigation costs and expenses. The attorneys' fees and costs will be paid from the Settlement Fund.

8.3 Class Counsel will file the application with the Court for the Service Award and attorneys' fees and expenses no later than fourteen (14) Days before the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

8.4 The Parties agree that U-Haul will not in any event or circumstance be required to pay any amounts to Plaintiffs or Class Counsel for a Service Award or attorneys' fees and expenses in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or expenses, ordered by the Court to be paid to Class Counsel, or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

8.6 If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any attorneys' fees and expenses and any Service Awards for the Class Representatives, as set forth in ¶¶ 8.1 and 8.2, in the amounts awarded by the Court within thirty (30) Days after the Effective Date. Payment will be made to accounts designated by Class Counsel. Class Counsel shall have sole discretion in allocating attorneys' fees and expenses to Plaintiffs' Counsel including

considering each of Plaintiffs' Counsel time and expenses devoted to the prosecution of this case for the benefit of the Class.

**9. NOTICES.**

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

All Notices to Class Counsel or Plaintiffs shall be sent to:

Terence R. Coates  
**MARKOVITS, STOCK & DEMARCO, LLC**  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202

All Notices to U-Haul Counsel or U-Haul shall be sent to:

Alfred J. Saikali  
**SHOOK HARDY & BACON, LLP**  
201 S. Biscayne Blvd., Ste. 3200  
Miami, FL 33131

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, requests for exclusion, or other documents, communications, or filings received as a result of the Notice.

**10. SETTLEMENT APPROVAL PROCESS.**

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to

Section 2;

(c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;

(d) Appoints the Settlement Administrator in accordance with the provisions *supra*;

(e) Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

(f) Approves a customary form of short notice to be sent to Settlement Class Members (the “Short Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit A** and a customary long form of notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties’ respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

(g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Settlement Administrator to conduct Settlement Administration in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

- (j) Appoints Class Counsel;
- (k) Appoints Plaintiffs as the Settlement Class Representatives; and
- (l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

## **11. FINAL APPROVAL HEARING.**

11.1 Class Counsel and U-Haul Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of Final Approval of the Settlement no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their brief in support of attorneys' fees and costs and Service Award no later than fourteen (14) Days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

**12. TERMINATION OF THIS SETTLEMENT AGREEMENT.**

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

(a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or

(c) The Final Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that more than 2 percent of the Settlement Class has opted out, U-Haul may, by notifying Class Counsel, in writing, void this Settlement Agreement within five (5) business days from the date the Settlement Administrator provides U-Haul with written notice of the final number of opt-outs. If U-Haul voids the Settlement Agreement pursuant to this paragraph, U-Haul shall be obligated to pay all Settlement Administration expenses incurred, excluding any attorneys' fees and expenses of Class Counsel and any Service Awards, and U-Haul shall not seek recovery of the same from any other party to the Lawsuit or from Counsel to any other party to the Lawsuit.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination. The party who elects to terminate this Settlement Agreement shall be exclusively responsible for its own attorney's fees and costs incurred related to the negotiation and preparation of this Settlement

Agreement, and payment of the Settlement Administrator's costs/fees incurred up to the point of termination.

12.4 Nothing shall prevent Plaintiffs or U-Haul from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) U-Haul shall be responsible for all Notice and Settlement Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) U-Haul shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

**13. RELEASE.**

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against U-Haul or any Released Persons with respect to the Released Claims.

13.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Class Counsel and Plaintiffs’ Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set

forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiffs.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses U-Haul or other Released Persons may have against Plaintiffs, the Settlement Class Members, Class Counsel, Plaintiffs’ Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion,



settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

#### **14. EFFECTIVE DATE.**

14.1 The “Effective Date” of this Settlement Agreement shall be ten (10) Days after the date when each and all of the following conditions have occurred:

(a) This Settlement Agreement has been fully executed by all Parties and their counsel;

(b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

(c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

(d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment has expired.

#### **15. MISCELLANEOUS PROVISIONS.**

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2 The Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms

and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of U-Haul or the Released Persons or any admission by U-Haul or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by U-Haul or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Class Counsel, U-Haul, U-Haul Counsel, the Settlement Administrator, the Released Persons, or their agents based on

administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.9 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The

Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 This Settlement Agreement shall be construed under and governed by the laws of Arizona without regard to its choice of law provisions.

15.13 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a

part of this Settlement Agreement, as long as the benefits to U-Haul or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.16 All dollar amounts are in United States dollars (USD).

15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.18 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.19 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

Date: April \_\_, 2024

\_\_\_\_\_  
U-Haul International, Inc.

Approved by Counsel:

Dated: April \_\_, 2024

Dated: April \_\_, 2024

/s/  
\_\_\_\_\_  
Alfred J Saikali (admitted *pro hac vice*)  
**SHOOK HARDY & BACON LLP**  
201 South Biscayne Blvd., Suite 3200  
Miami, Florida 33131  
Telephone: (305) 358-5171  
asaikali@shb.com

*Attorneys for U-Haul International, Inc.*

/s/  
\_\_\_\_\_  
Terence R. Coates (admitted *pro hac vice*)  
**MARKOVITS, STOCK & DEMARCO,  
LLC**  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 665-0204  
tcoates@msdlegal.com

*Proposed Class Counsel for Plaintiffs and the  
Settlement Class*

**SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
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
<b><u>Final Approval Hearing</u></b>	
Motion for Final Approval	_____, 2024
<b><u>From Order Granting Final Approval</u></b>	
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



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Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April <sup>23</sup> \_\_, 2024

DocuSigned by:  
*DENISE BOWEN*  
\_\_\_\_\_  
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Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

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Peter Telford

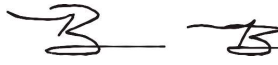
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Date: April \_\_, 2024

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Denise Bowen

04 / 24 / 2024  
Date: April \_\_, 2024

  
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Bryan Bowen

Date: April \_\_, 2024

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Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

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Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

04 / 24 / 2024

Date: April \_\_, 2024

\_\_\_\_\_  
*Saray Hendricks*

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

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Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

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Michelle Anderson

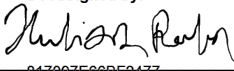
Date: April \_\_, 2024

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Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April <sup>24</sup> \_\_, 2024

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\_\_\_\_\_  
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Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

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Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April <sup>26</sup> \_\_, 2024

DocuSigned by:  
*Gerardo Rivera*  
\_\_\_\_\_  
D415CF2AC0F04B8...  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April 23, 2024

  
\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be

executed,

04 / 26 / 2024  
Date: April \_\_, 2024

*Michelle Anderson*

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen


Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April 26, 2024

  
Mark Johnson (Apr 26, 2024 15:20 PDT)

\_\_\_\_\_  
Mark Johnson

Date: April \_\_, 2024

\_\_\_\_\_  
Ariana Allen



IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

Date: April \_\_, 2024

\_\_\_\_\_  
Michelle Anderson

Date: April \_\_, 2024

\_\_\_\_\_  
Saray Hendricks

Date: April \_\_, 2024

\_\_\_\_\_  
Peter Telford

Date: April \_\_, 2024

\_\_\_\_\_  
Hulises Rolon

Date: April \_\_, 2024

\_\_\_\_\_  
Denise Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Bryan Bowen

Date: April \_\_, 2024

\_\_\_\_\_  
Gerardo Rivera

Date: April \_\_, 2024

\_\_\_\_\_  
Mark Johnson

04 / 25 / 2024  
Date: April \_\_, 2024



\_\_\_\_\_  
Ariana Allen

Date: April 30, 2024

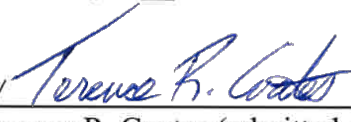
  
U-Haul International, Inc.

Approved by Counsel:

Dated: April 30, 2024

Dated: April 30, 2024

/s/   
Alfred J. Saikali (admitted *pro hac vice*)  
**SHOOK HARDY & BACON LLP**  
201 South Biscayne Blvd., Suite 3200  
Miami, Florida 33131  
Telephone: (305) 358-5171  
asaikali@shb.com

/s/   
Terence R. Coates (admitted *pro hac vice*)  
**MARKOVITS, STOCK & DEMARCO,  
LLC**  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 665-0204  
tcoates@msdlegal.com

*Attorneys for U-Haul International, Inc.*

*Proposed Class Counsel for Plaintiffs and the  
Settlement Class*

**SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
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
<b><u>Final Approval Hearing</u></b>	
Motion for Final Approval	_____, 2024
<b><u>From Order Granting Final Approval</u></b>	
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