

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

MICHAEL AALAND, on his own behalf
and on behalf of other similarly situated
persons,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION,
a Washington Corporation,

Defendant.

Case No.: 25-2-16392-0 SEA

**ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

This matter comes before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court considered the following:

1. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement;
2. The Declaration of Joseph Wright in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Exhibit 1 (the Settlement Agreement and Exhibits) attached thereto.
3. Oral argument if requested by the Court; and
4. The files and records herein.

Having fully considered the matter, the Motion is hereby GRANTED. It is further ORDERED that:

- 1 1. The Parties' Settlement is granted preliminary approval as it meets the criteria for
2 preliminary approval, appears to be the product of arm's length and informed
3 negotiations, and appears to be fair, adequate, and reasonable to the Class. In making
4 this determination, the Court has considered the benefits provided to the Settlement
5 Class through the Settlement, the specific risks faced by the Settlement Class in
6 prevailing on their claims, the good faith, arms' length negotiations between the Parties
7 and absence of any collusion in the Settlement, the effectiveness of the proposed
8 method for distributing relief to the Settlement Class, the proposed manner of allocating
9 benefits to Settlement Class Members, the Settlement treats the Settlement Class
10 Members equitably, and all of the other factors required by Rule 23 and relevant case
11 law. Specifically, the Court finds that:(A) the Class Representative and Class Counsel
12 have adequately represented the Class; (B) the proposal was negotiated at arm's length;
13 (C) the relief provided for the class appears adequate, taking into account:(i) the costs,
14 risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
15 distributing relief to the class, including the method of processing class-member
16 claims; and (iii) the terms of the proposed award of attorney's fees, including timing of
17 payment; and (D) the proposal treats class members equitably relative to each other.
- 18 2. The Court approves, as to form, content, and method of delivery of, the Notice of Class
19 Action Settlement.
- 20 3. The Court appoints Verita as the Settlement Administrator.
- 21 4. The Court finds that Plaintiff Michael Aaland should be appointed as the Class
22 Representative.
- 23 5. The Court appoints HKM Employment Attorneys LLP as Class Counsel.
- 24 6. The Court provisionally certifies the following settlement class:
- 25 "All persons who received a commercial electronic mail message, and who were
26 Washington residents at the time of the receipt of such commercial electronic mail
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1 message, that was transmitted by Costco Wholesale Corporation or someone acting on
2 behalf of Costco Wholesale Corporation at any time from June 2, 2021 through the date
3 that Costco provides the Settlement Administrator the Class Notice Data, to an email
4 address included in Costco's email marketing list during the Class Period."

- 5 7. Pursuant to Washington Superior Court Civil Rule 23(e), the Court finds that giving
6 notice is justified. The Court finds that it will likely be able to approve the proposed
7 Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be
8 able to certify the Settlement Class for purposes of judgment on the Settlement because
9 it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3).
10 Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class
11 is so numerous that joinder of all Settlement Class Members would be impracticable;
12 (b) there are issues of law and fact that are common to the Settlement Class that
13 predominate over questions affecting only individual members; (c) the claims of the
14 Class Representative are typical of and arise from the same operative facts and the
15 Class Representative seeks similar relief as the claims of the Settlement Class
16 Members; (d) the Class Representative and Class Counsel will fairly and adequately
17 protect the interests of the Settlement Class as the Class Representative has no interests
18 antagonistic to or in conflict with the Settlement Class and has retained experienced
19 and competent counsel to prosecute this Litigation on behalf of the Settlement Class;
20 and (e) a class action and class settlement is superior to other methods available for a
21 fair and efficient resolution of this Litigation.
- 22 8. The Court has subject matter jurisdiction and personal jurisdiction over the parties
23 before it. Additionally, venue is proper in this county because a substantial part of the
24 events or omissions giving rise to Plaintiff's claims occurred in this county.
- 25 9. As agreed by the Parties in the Settlement Agreement, upon entry of this Order, each
26 member of the Settlement Class (including anyone claiming by or through them) shall
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1 be barred from initiating, asserting, or prosecuting against Defendant any claim that
2 would be released by operation of the Settlement Agreement if the Final Order and
3 Judgment is entered. Such claims shall be stayed until the Court determines whether or
4 not to enter the Final Order and Judgment. If the Final Order and Judgment is not
5 entered for any reason, there will be no release and the Settlement Class Members will
6 be permitted to bring claims otherwise barred by operation of this provision.

7 10. Class Members will be bound by the terms of the Settlement Agreement unless they
8 submit a timely Request for Exclusion (opt out) within 30 days after the mailing of the
9 Class Notice by the Settlement Administrator. A Settlement Class Member who does
10 not file a timely Request for Exclusion, or otherwise does not follow the procedure
11 described in the Settlement Agreement, shall be bound by all subsequent proceedings,
12 orders, and judgments in this action pertaining to the Settlement Class.

13 11. Any Settlement Class Member who fails to timely serve a written Objection pursuant
14 to the terms of the Settlement Agreement shall not be permitted to object to the approval
15 of the settlement or the Settlement Agreement and shall be foreclosed from seeking any
16 review of the settlement or the terms of the Settlement Agreement by appeal or other
17 means. Any Settlement Class Member who submits an Objection is subject to having
18 their deposition taken prior to the Final Approval Hearing. A Settlement Class Member
19 may withdraw an Objection by communicating such withdrawal in writing to Class
20 Counsel.

21 12. The Court also approves the Parties' Notices, which are attached to the Settlement
22 Agreement. To the extent the Parties or Settlement Administrator determine that
23 ministerial changes to the Notices are necessary before disseminating either to the
24 Settlement Class, they may make such changes without further application to the Court.

25 13. The Court finds this manner of giving notice fully satisfies the requirements of Civil
26 Rule 23 and due process, constitutes the best notice practicable under the
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1 circumstances, including its use of individual notice to all Settlement Class Members
2 who can be identified with the available data and reasonable effort, and shall constitute
3 due and sufficient notice to all persons entitled thereto.

4 14. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be
5 construed or used as an admission or concession by or against Defendant or any of the
6 Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any
7 of the Class Released Claims. This Preliminary Approval Order is not a finding of the
8 validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing
9 by Defendant or any of the Released Parties. The preliminary approval of the
10 Settlement Agreement does not constitute any opinion, position, or determination of
11 this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff,
12 the Settlement Class Members, or Defendant.

13 15. All proceedings in the underlying litigation, other than those related to approval of the
14 Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement
15 Class Members concerning the Released Claims are hereby enjoined and stayed
16 pending Final Approval of the Settlement Agreement.

17 16. This Preliminary Approval Order shall become null and void and shall be without
18 prejudice to the rights of the Parties, all of whom shall be restored to their respective
19 positions existing before the Court entered this Preliminary Approval Order and before
20 they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary
21 Approval Order; or (b) Settlement is not finally approved by the Court or is terminated
22 in accordance with the Settlement Agreement. In such event, (i) the Parties shall be
23 restored to their respective positions in the Litigation and shall jointly request that all
24 scheduled Litigation deadlines be reasonably extended by the Court so as to avoid
25 prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement
26 Agreement shall have no further force and effect with respect to the Parties and shall
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not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated.

17. The Court orders the following schedule of dates for further proceedings:

EVENT	SCHEDULED DATE
Costco to provide Class Member Contact Information to the Settlement Administrator	Within 14 days after the Court's entry of an order granting Preliminary Approval
Class Notice Date to Settlement Class Members	Within 30 days after the Court's entry of an order granting Preliminary Approval
Settlement Class Members' Deadline to Submit Opt-Outs and Objections ("Response Deadline")	30 days after Class Notice Date
Settlement Administrator to provide declaration to the Parties' Counsel that includes a statement of due diligence, and number of opt-outs and objections ("Due Diligence Date")	Within 15 days after the Response Deadline
Costco's deadline to void the Settlement (if more than 250 of the Settlement Class Members opted-out)	Within 10 days after the Due Diligence Date
Class Counsel to provide the Court with the Settlement Administrator's declaration specifying the due diligence it has undertaken with regard to the mailing of the Class Notice	The filing date for the Motion for Final Approval of Class Action Settlement
Class Counsel to file the Motion for Final Approval and supporting documents	No later than 12 days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 60 days after Notice and no later than 90 days after Notice (HEARING DATE TO BE SET BY THE COURT)
Settlement Effective Date	31 days after the date on which the Court grants Final Approval of the Settlement if there are no appeals or if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.
Costco to Fund Settlement	Within 14 days after the Settlement Effective Date
Settlement Administrator to Remit Individual	Within 30 days after the Settlement Effective

Settlement Payments to Participating Class Members, pay the appropriate taxes to the appropriate taxing authorities, pay approved attorneys' fees and costs to Class Counsel, pay approved Class Representative Service Award to Plaintiff, and pay approved administration fees to Settlement Administrator	Date
Deadline for Participating Class Members to cash or deposit Individual Settlement Payment checks	120 days from the mailing of Individual Settlement Payments to Participating Class Members

THE COURT HEREBY SETS THE FINAL APPROVAL HEARING DATE AT THE FOLLOWING DATE AND TIME: **Friday, September 18, 2026 at 8:30 AM**

Courtroom W728 at the King County Courthouse (516 Third Ave, Seattle, WA)

<https://kingcounty.zoom.us/j/82191528556>
Meeting ID: 821 9152 8556

Dated this 23rd day of June, 2026.



THE HONORABLE JANET HELSON
 KING COUNTY SUPERIOR COURT JUDGE

1 Presented by:

2 **HKM EMPLOYMENT ATTORNEYS LLP**

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