

SETTLEMENT AGREEMENT

Subject to the approval of the Superior Court for the State of Washington, in and for the County of King at Seattle, Plaintiff Michael Aaland (“Plaintiff”), individually and as a representative of the proposed Settlement Class, as defined herein, and Defendant Costco Wholesale Corporation (“Costco” or “Defendant”) agree to the terms of this joint settlement agreement and release (the “Settlement”) as of the last date of any signature below (“Execution Date”).

I. RECITALS

1. On June 2, 2025, Joseph Zydel filed suit against Defendant in King County Superior Court, Case No. 25-2-16392-0 (Wash. Super. Ct. King Cnty.) (the “Action”). Mr. Zydel claimed, among other things, that Costco violated Washington state law by sending commercial electronic mail messages containing false or misleading subject lines to individuals residing in Washington.

2. On August 1, 2025, Costco moved to dismiss Mr. Zydel’s Complaint.

3. On October 10, 2025, the Court denied Defendant’s Motion to Dismiss in part, and granted Mr. Zydel leave to file an Amended Complaint.

4. On October 14, 2025, Mr. Zydel filed an Amended Complaint.

5. On January 16, 2026, the parties jointly requested to stay the case to engage in an arms-length mediation before Judge Diane Welsh (Ret.).

6. The Parties, through their attorneys, engaged in discovery sufficient to calculate the potential amount in controversy and assess the risks of further litigation. Specifically, Costco identified the total number of email addresses on its email list associated with a Washington Costco warehouse as of January 9, 2026, the approximate number of emails sent from June 2, 2021 to January 9, 2026 to its email marketing list, and provided sample emails from which Plaintiff could analyze subject lines.

7. On March 3, 2026, the Parties conducted a full-day mediation with respected mediator Judge Diane Welsh (Ret.). The parties were able to come to resolution on the terms of a settlement during the mediation. Those terms were memorialized in a CR2A Essential Terms Sheet executed at the conclusion of mediation. The parties have worked in the intervening weeks to draft this Settlement.

8. After the parties entered into a CR2A Essential Terms Sheet, Plaintiff’s counsel informed counsel for Costco that Mr. Zydel had an existing Chapter 13 Bankruptcy Debt Repayment Plan. Given the unnecessary administrative delays that could result, Mr. Zydel agreed to be substituted as class representative in the best interests of the putative class in order to avoid these delays.

9. On April 6, 2026, the parties submitted a stipulated motion to amend the complaint in order to replace Mr. Zydel as class representative with putative class member Michael Aaland.

10. On April 6, 2026, the Court granted the parties' stipulated motion.

11. On April 15, 2026, Plaintiff filed a Second Amended Complaint substituting Michael Aaland for Mr. Zydel as the class representative.

12. Defendant denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action, or that could have been alleged in this Action. Nevertheless, without admitting or conceding liability, and while continuing to deny that the claims asserted in the Action would be appropriate for class treatment if prosecuted at trial, Defendant now desires to settle the Action on the terms and conditions set forth in this Settlement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

13. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Settlement Class Members' claims against Defendant, including engaging in pre-mediation discovery, reviewing data and documents, calculating the alleged damages in the case, researching the applicable law and potential defenses, and engaging in motions practice related to the same. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of protracted litigation and the inherent uncertainty of a potential damages trial and appellate issues.

14. Defendant agrees that the Settlement is fair, reasonable, and adequate under the circumstances, taking into account litigation risks and costs of defense.

15. This Settlement represents a compromise of materially disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit.

16. The entry of Final Judgment in this action shall dismiss with prejudice all claims set forth in the Action, and it will also state that the Court retains jurisdiction to enforce the terms of the Settlement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Settlement, the Parties, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

For the purposes of the Settlement, any word or phrase that is presented in initial capital letters (*e.g.*, Class Member), is a word or phrase defined herein.

17. “Action” shall mean the civil action currently pending in King County Superior Court entitled *Michael Aaland v. Costco Wholesale Corporation*, Case No. 25-2-16392-0 SEA (Wash. Super. Ct. King Cnty.).

18. “Check Cashing Period” shall mean the 90-day period commencing the date on which the Individual Settlement Payments are mailed to the Settlement Class Members. After the 90-day Check Cashing Period, any uncashed proceeds shall be dispersed to the Legal Foundation of Washington.

19. “Class Counsel” shall mean Joseph Wright, Donald Heyrich, Jason Rittereiser, and Rachel Emens of HKM Employment Attorneys LLP.

20. “Class Representative,” “Plaintiff” and “Named Plaintiff” shall mean Michael Aaland.

21. “Claims Period” shall mean the time period within which Settlement Class Members may submit Claim Forms as described in Paragraph 70 below.

22. “Class Notice” shall mean the notice provided to the Settlement Class of the class action status and proposed settlement of the Action, including the Settlement Website, the Email Notice (Exhibit A), the Reminder Email Notice (Exhibit B), and the Publication Notice (Exhibit C). The Class Notice will include a hearing date set by the Court to consider objections, if any, to the Settlement and to enter the Settlement Order and Final Judgment (the “Final Approval Hearing”). The Class Notice will be in substantially the form as Exhibits A–C.

23. “Class Notice Data” shall mean the list Costco provides to the Settlement Administrator of email addresses currently on its email marketing list that are associated with Washington warehouses.

24. “Class Notice Date” shall mean a date thirty (30) calendar days from the date of Preliminary Approval.

25. “Court” shall mean the Superior Court for the State of Washington, in and for the County of King at Seattle.

26. “Day” shall mean calendar days unless provided otherwise. Any deadline that falls on a weekend or holiday is extended to the next business day.

27. “Distribution Date” shall mean a date thirty (30) calendar days from the date of Final Approval.

28. “Defendant” shall mean Defendant, Costco Wholesale Corporation.
29. “Eligible Claimant” shall mean a Settlement Class Member who complies fully with the claims submission requirements set forth in Paragraphs 70-72 below, including the requirements of timely and complete submission of a Claim Form (Exhibit D).
30. “Final Approval” shall mean that (a) the Court has entered the Final Judgment; and (b) thirty-one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, 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.
31. “Individual Settlement Payment” shall mean the amount of money allocated to each Eligible Claimant as described in Paragraph 76 below.
32. “Initial Notice Deposit” means an initial payment of \$60,000.00 from the Costco will pay to the Settlement Administrator within twenty (20) business days after Preliminary Approval to cover expected initial notice and administration expenses through the date of the Final Approval Hearing. If Final Approval does not occur, Costco shall be entitled to receive a refund of any amounts remaining of the Initial Notice Deposit.
33. “Gross Settlement Amount” shall mean the all-inclusive settlement amount of \$14,000,000.00 (Fourteen Million Dollars and No Cents) that Defendant will be obligated to pay in connection with the Settlement. The Gross Settlement Amount also includes the Service Award payment, and Class Counsel’s attorneys’ fees and costs. The Gross Settlement Amount does not include the cost of administering the settlement, which will be paid separately by Defendant. Defendant is not required to place all or any portion of the Gross Settlement Fund into a separate bank account and will not relinquish control of any funds until payments are due. Defendant shall not be responsible for any payments or obligations other than those specified in the Settlement.
34. “Net Settlement Fund” (or “NSF”) shall mean the balance of the Gross Settlement Amount available for allocation to Eligible Claimants after deduction of all Court-approved costs associated with the Settlement, including all payments to Class Counsel for attorneys’ fees and costs and any Service Award payment. The NSF shall be allocated to Eligible Claimants as Individual Settlement Payments on a claims made basis as described in Paragraph 76.
35. “Parties” shall mean Settlement Class Members, the Class Representative, and Defendant, and “Party” shall mean any one of the Parties.
36. “Preliminary Approval” means the Court has entered an order substantially in the form of Exhibit F (“Preliminary Approval Order”) to this Settlement, preliminarily approving the terms and conditions of the Settlement, including the manner of providing Class Notice to the Settlement Class.

37. “Released Claims” shall mean any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to the sending of email messages, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action, including but not limited to those alleging any violation of the Washington’s Commercial Electronic Mail Act, Washington’s Consumer Protection Act (collectively, “Claims”), between and including June 2, 2021 through the latest date Costco pulls data to provide to the Settlement Administrator as discussed in Paragraph 53. In addition, with respect to Plaintiff only, “Released Claims” includes all claims arising out of any conduct or omissions occurring up to and including the Execution Date that are attributable, or alleged to be attributable, to Costco.

38. “Released Parties” means Costco Wholesale Corporation and its predecessors, successors, assigns, present and former affiliates, parents, divisions, direct and indirect subsidiaries, current and former agents, current and former third-party marketing services (including, without limitation, Harland Clarke and Vericast), insurers, and any company or companies under common control with any of them (including, without limitation, CWC Travel Inc.), and each of their respective predecessors, successors, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

39. “Response Deadline” shall mean the date by which objections or opt-outs must be postmarked and/or submitted online to the Settlement Administrator if any Settlement Class Member wishes to file an objection or opt-out of the Settlement and the date by which Settlement Class Members must submit online and/or postmark a completed Claim Form to be eligible for any distribution of any Claimant Award. The Response Deadline shall be set forth in the Preliminary Approval Order and shall not be less than thirty (30) calendar days or more than sixty (60) calendar days after the Class Notice Date.

40. “Service Award” shall mean the payment to Plaintiff for his time and effort in connection with this action; such award will not exceed \$2,500.

41. “Settlement” shall mean this settlement agreement between the Parties, which, with Court approval, is intended to provide the terms relevant to the resolution of the Action with regard to all Settlement Class Members.

42. “Settlement Administration” means the process under the Court’s supervision, that includes, but is not limited to, the manner in which the Class Notice is provided, providing notice to Settlement Class Members, claim processing, and the making of the calculations, payments, and distributions required under this Settlement, are effectuated.

43. “Settlement Administrator” shall mean the Settlement Administrator that Defendant will select, subject to Plaintiff’s approval, which approval shall not be unreasonably withheld, subject to the Court’s approval.

44. “Settlement Class” shall mean: All persons who received a commercial electronic mail message, and who were Washington residents at the time of the receipt of such commercial electronic mail message, that was transmitted by Costco Wholesale Corporation or someone acting on behalf of Costco Wholesale Corporation at any time from June 2, 2021 through the date that Costco provides the Settlement Administrator the Class Notice Data, to an email address included in Costco’s email marketing list during the Class Period.

45. “Settlement Class Member” means an individual or entity who is within the Settlement Class.

46. “Settlement Order and Final Judgment” shall mean the order granting final approval of the class action Settlement entered by the Court in substantially the form of Exhibit G, approving the Settlement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Individual Settlement Payment be paid to Eligible Claimants (as set forth below below), ordering that attorneys’ fees, costs, expenses, and Service Award be paid in the amount approved by the Court, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

47. “Settlement Website” means a website, referenced in Paragraphs 22, 57 and 59, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the following documents and information: this Settlement, the Second Amended Complaint, the Motion for Preliminary Approval, the Court’s Order Granting Preliminary Approval, and a Long Form Notice, in substantially the form attached hereto as Exhibit E. The Settlement Website shall be deactivated ninety (90) days after the close of the Check Cashing Period.

III. TERMS OF SETTLEMENT

48. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is \$14,000,000.00 as defined above.

49. Payments to Eligible Claimants: As set forth more fully below, Costco will make available, through the Settlement Administrator, to each Eligible Claimant the Individual Settlement Payment applicable to that Eligible Claimant on or before the Distribution Date.

50. Class Counsel’s Attorneys’ Fees and Costs: Defendant will not oppose Class Counsel’s request to the Court for approval of a total for attorneys’ fees and costs in an amount that does not exceed 33% of Gross Settlement Amount (*i.e.* \$4,620,000.00), plus Class Counsel’s actual litigation costs, to be paid out of the Gross Settlement Amount. Class Counsel’s attorneys’ fees and costs include all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the

administration of the Settlement, and obtaining a dismissal of the Action. If Final Approval occurs, Costco shall make available, as provided below, through the Settlement Administrator, from the Gross Settlement Fund to Class Counsel the total amount approved by the Court, attorneys' fees, costs and expenses, and the Service Award, in full and complete compensation for attorneys' fees, costs, and expenses, and the Service Award, in the manner and at the time set forth in Paragraph 69 below. The Settlement Administrator will issue Class Counsel a Form 1099 with respect to their awarded fees and costs.

51. Class Representative Payments: Defendant will not oppose Plaintiff's application to the Court for Class Representative Payment not to exceed \$2,500.00 to Class Representative Michael Aaland, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue the Class Representatives a Form 1099 with respect to his Class Representative Payment.

52. Settlement Administration: Settlement Administration shall occur under the Court's supervision. The costs of Settlement Administration (including, but not limited to, the costs of Class Notice, claims processing, and making the calculations, payments and distributions required under this Settlement) shall be paid by Costco. The Settlement Administrator shall administer the settlement. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Costco no later than 21 days before the Initial Notice Deposit is due.

53. Class Notice Data: Within fourteen (14) calendar days of Preliminary Approval, Defendant shall provide to the Settlement Administrator the Class Notice Data. Every Monday during the Claims Period, the Settlement Administrator shall provide Costco a list of all email addresses not in the Class Notice Data that have been submitted on a Claim Form in the previous week. After querying its records, and as soon as reasonably possible after receiving that information, Costco shall identify to the Settlement Administrator which of those email addresses appeared in Costco's email marketing list during the Class Period. The Settlement Administrator shall treat the data produced by Costco as confidential and under no circumstances will any email addresses be provided to Plaintiff's counsel during this verification process.

IV. SETTLEMENT APPROVAL

54. Preliminary Approval: Within thirty (30) calendar days of the Execution Date of this Settlement, Plaintiff will move for an order in the form of Exhibit F, which, *inter alia*, provisionally certifies the Settlement Class for settlement purposes only; appoints Plaintiff as the "Class Representative;" appoints Class Counsel as counsel for the Settlement Class; grants the Court's Preliminary Approval of the Settlement; approves Class Notice to the Settlement Class of the class action status and proposed settlement of the Action; approves the forms of Class Notice, which will be substantially in the form of Exhibits A-C; and sets a Final Approval Hearing date to consider objections, if any, to the Settlement and to enter the Settlement Order and Final Judgment. Plaintiff will prepare and file the motions for preliminary approval and final approval and will provide a draft to Costco's counsel at least ten (10) business days prior to the filing of each motion, unless otherwise agreed to by the Parties. The motions shall be written in a neutral manner that plainly states Plaintiff's allegations and claims, while making clear that Costco denies

every allegation of wrongdoing and admits no liability. Costco may provide comments concerning the motions, and Plaintiff's counsel will meet and confer with Costco's counsel in good faith regarding their comments.

55. Limited Effect of Settlement Class: The certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Settlement, for any reason, is not finally approved or is otherwise terminated or nullified, the Preliminary Approval Order in Exhibit F shall be vacated by its terms, and the Action shall revert to the status that existed before execution of the Settlement. In that instance, (i) Costco reserves the right to assert any and all objections and defenses to certification of a class; (ii) neither the Settlement nor any order or other action relating to the Settlement shall be offered by any person, party, or entity as evidence in any action; (iii) the settlement terms proposed in the Settlement shall become null and void and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers; and (iv) the parties will return to their respective positions existing immediately before the execution of the Settlement. Nothing in the Settlement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

V. NOTICE TO THE SETTLEMENT CLASS MEMBERS

56. The Parties will request that the Preliminary Approval Order direct that, by the Class Notice Date, the Settlement Administrator shall provide notice of the provisional class certification and proposed settlement to all Settlement Class Members as set forth in below.

57. Email Notice: The Class Notice will consist of a short form email to be distributed to Settlement Class Members, in substantially the form hereto as Exhibit A, or as otherwise approved by the Court, by the Class Notice Date. The notice shall direct class members to the Settlement Website which will contain a long form notice, in substantially the form attached hereto as Exhibit A. The Email Notice will explain the process by which Settlement Class Members can submit claims to receive payment under the Settlement, and that each Settlement Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement. The Settlement Administrator shall not be obliged to re-send any email notice returned as undeliverable or to provide notice by mail. All email notices, including reminder notices, shall include a unique claims code associated with the notice recipient.

58. Reminder Email Notice: The Settlement Administrator will send a reminder email notice, substantially in the form of Exhibit B, to any Settlement Class Members that have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. The Settlement Administrator will send a subsequent Reminder Email Notice to Settlement Class Members who have not filed a claim seven (7) calendar days before the deadline for Settlement Class Members to file a claim.

59. Online Publication Notice: Throughout the Claims Period, the Settlement Administrator will conduct an online publication notice campaign targeted to individuals located in Washington or who were formerly located in Washington. The online publication notice will be designed by the Settlement Administrator in accordance with standard industry practices,

subject to Costco's approval (which shall not be unreasonably withheld). The advertisements will be similar to those reflected in Exhibit C and will direct recipients to the Settlement Website.

60. Submission of Exclusion Requests or Objections: Settlement Class Members shall be allowed until the Response Deadline to request exclusion from the Settlement Class or to submit objections to the proposed settlement. The Class Notice shall direct that exclusion requests or objections, if any, be sent in writing to the Settlement Administrator by email or mail postmarked no later than the Response Deadline. The Settlement Administrator will provide objections or exclusion requests to Class Counsel and Defendant's Counsel within five (5) business days after receipt. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

61. Exclusion Requests: Any exclusion requests must include (i) the requesting person's name, address, and telephone number; (ii) a statement confirming that they want to exclude themselves from the Settlement Class; (iii) the case name and number; and (iv) the person's signature and the date. Each written request for exclusion must be signed and submitted by the individual seeking exclusion, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be permitted.

62. Objections: Any objections must include the following: (i) the objector's full name, address, and current telephone number; (ii) an explanation of the basis for the objector's contention that they are a Settlement Class Member including the email address(es) at which they received a Costco commercial electronic message; (iii) if the objector is represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request; (iv) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; (vi) the identity of any witnesses the objector may call to testify at the Final Approval Hearing; (vii) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (viii) the objector's signature (an attorney signature is not sufficient). An objector may withdraw an objection by communicating such withdrawal in writing to Class Counsel.

63. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's counsel the number of claims received, the number of claims approved, the number of claims rejected, the number of opt-out requests, and any objections by Settlement Class Members.

64. Within fifteen (15) days after the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a declaration including a statement of due diligence and proof of emailing of the Class Notice to the Settlement Class Members, and a statement of the number of opt-outs or objections received along with the name of the objector(s) or opt-out(s), if any. Class Counsel shall provide this information to the Court

with its Motion for Final Approval of Settlement. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement.

65. Entry of Settlement Order and Final Judgment: No later than thirty (30) calendar days after the Response Deadline, Plaintiff will request that the Court enter the Settlement Order and Final Judgment.

66. Reporting: Within ninety (90) calendar days of completing the distribution of payments as set forth below, Plaintiff will provide the Court a report verifying fulfillment of the terms of this Settlement to the date of the report.

VI. CLAIMS PROCESS AND DISTRIBUTION OF CLAIMS

67. Responsibility for Distributions: The Settlement Administrator will be responsible for making all distributions required under this Settlement. The Settlement Administrator will have authority to make the computations necessary to determine the Individual Settlement Payment for each Eligible Claimant, as well as the authority to make all decisions reasonably necessary for the orderly implementation and administration of the Settlement and the distribution of all payments prescribed in the Settlement. The Settlement Administrator shall have no liability for any computation or Settlement Administration decision made in good faith and not inconsistent with the express terms of this Settlement.

68. Payment of Settlement Fund: No later than fourteen (14) calendar days after the date of Final Approval, Costco shall make available to the Settlement Administrator the Gross Settlement Fund.

69. Distribution of Attorneys' Fees, Costs, Expenses, and Service Award: No later than thirty (30) calendar days after the date of Final Approval, the Settlement Administrator shall pay attorneys' fees, costs, expenses, and the Service Award in an amount approved by the Court by a check or wire transfer to Class Counsel. Neither the Settlement Administrator nor Costco shall have any responsibility or liability for any failure of Class Counsel to deliver any share of fees, costs, expenses, or the Service Award to any counsel not included in the definition of Class Counsel, but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action, or any payment to Plaintiff. Costco's obligations with respect to any fees, costs, expenses, or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action) or Plaintiff shall be fully and forever discharged upon its payment to the Settlement Administrator pursuant to this Paragraph. Other than Costco's obligation to make available the Settlement Fund, from which the Settlement Administrator shall pay the Class Counsel attorneys' fees, reasonable out-of-pocket costs and expenses, and the Service Award in amounts approved by the Court, Costco shall have no further obligations to Class Counsel, or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, or Plaintiff.

70. Submission of Claims and Eligibility for Distribution: To be eligible for distribution of any Individual Settlement Payment pursuant to the Settlement, Settlement Class

Members must submit a completed Claim Form on the Settlement Website or by mail to the address set forth on the Class Notice. The Claim Form on the Settlement Website shall be substantially in the form attached as Exhibit D. To be timely, Claim Forms must be submitted online or postmarked by the Response Deadline.

71. Attestation: The Claim Form will require claimants to provide their email address and attest that the claimant: (a) received one or more commercial electronic mail messages transmitted from or on behalf of Costco from June 2, 2021 to the date that Costco provides the Settlement Administrator the Class Notice Data; (b) was a Washington resident at the time of receipt; and (c) owned said email address as of the date of the alleged email(s).

72. Administrative Information: The Claim Form shall require the claimant to provide their name, mailing address, and an email address at which the Settlement Administrator can communicate with them about their claim. The online Claim Form will also allow claimants to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

73. Fraud Prevention: The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny claims where there is evidence of abuse or fraud.

74. Notification to Claimants Deemed Not Eligible: As Claim Forms are submitted, the Settlement Administrator shall review claims and, within fourteen (14) calendar days of claim submission, notify claimants deemed not eligible that their claim has been disallowed, together with a brief statement of the reason(s) why the Settlement Administrator disallowed their claim. The claimant will be provided fourteen (14) calendar days to cure. Claimants will also be notified that the final determination of disallowance by the Settlement Administrator is final and not subject to challenge. All such notices may be provided by email to the email address included on the Claim Form. Any claim form that remains invalid or is untimely will be rejected.

75. Determination of Claims: The Settlement Administrator shall review each Claim Form that is submitted. The Settlement Administrator shall use all reasonable efforts to complete its review of all Claim Forms and attempts by Claimants to cure deficient Claim Forms no later than fourteen (14) calendar days after the Response Deadline. If the Claim Form is timely, sets forth the requisite information, is signed (by written or electronic signature), is not duplicative of a previously approved claim, contains an email address that is verified by the Settlement Administrator as being contained in Costco's records, either through reference to the Class Notice Data or the process in Paragraph 53, and there is no indicia of fraud, then the Settlement Administrator will approve the claim. Costco will have the right (but not the obligation) to verify the truthfulness of the representations on any claim and the right (but not the obligation) to reject any claim on which a material misrepresentation appears. Any disputes over the validity of a Claim Form will be promptly presented to and resolved by the Court. The Settlement Administrator will provide updates on a weekly basis to, and as requested by, the Parties' counsel on the number of claims that are denied, approved, or pending. In the exercise of its duties outlined in this Settlement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

76. Distribution to Eligible Claimants: The Settlement Administrator shall distribute the Individual Settlement Payments on or before the Distribution Date via the distribution method selected by each Eligible Claimant as follows:

(a) After deductions of Court approved Class Counsel's attorneys' fees and costs and the Service Award, the remainder of the Gross Settlement Amount (*i.e.*, the Net Settlement Fund or NSF) shall be available to be distributed to the Eligible Claimants.

(b) Every Eligible Claimant shall be entitled to an equal pro rata share of the NSF.

(c) The determination of the payment amount is final and not subject to challenge. The Settlement Administrator shall not have any obligation to re-mail any check returned or other payment form rejected after a payment in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall remain valid for one hundred twenty (120) calendar days after issuance, and shall recite that limitation on the face of the check. If there are any Claimant Awards remaining uncashed one hundred twenty (120) calendar days after issuance of the payments, those amounts will be contributed to the Legal Foundation of Washington.

(d) At the time of payment, Eligible Claimants will be notified that the payment represents their Individual Settlement Payment under the Settlement, receive a brief explanation of the manner in which payments were calculated, and be notified that the determination of the payment amount is final and not subject to challenge.

(e) Any tax determinations and obligations arising from any payment made by Costco pursuant to the Settlement shall be the exclusive responsibility of the recipient of such payment. Under no circumstances will Costco or any of the Released Parties have any liability for taxes or tax expenses for any Settlement Class Members, their counsel, or any third party under this Settlement.

VII. RELEASE OF CLAIMS

77. Sole and Exclusive Remedy: The Settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Upon entry of the Preliminary Approval Order, each member of the Settlement Class (including anyone claiming by or through them) shall be barred from initiating, asserting, or prosecuting against Costco any claim that would be released by operation of the Settlement if the Settlement Order and Final Judgment is entered. Released Claims shall be tolled until the Court determines whether or not to enter the Settlement Order and Final Judgment. If the Settlement Order and Final Judgment is not entered for any reason, there will be no release and the Settlement Class Members will be permitted to bring claims otherwise barred by operation of this provision. If the Settlement Order and Final Judgment is entered, in the event any Settlement Class Member attempts to prosecute an action in contravention of the Settlement Order and Final Judgment and this Settlement, counsel for any of the Parties may forward the Settlement and the Settlement Order and Final

Judgment to such Settlement Class Member and advise them of the releases provided pursuant to the Settlement. If so requested by either Costco or its counsel, Plaintiff's counsel shall provide this notice.

78. Class Release to Defendant and the Released Parties: Effective upon Final Approval, Plaintiff, for himself and on behalf of each Settlement Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Plaintiff or the Settlement Class Members in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

79. Individual Release by Plaintiff: Effective upon Final Approval, the Plaintiff, for himself and on behalf of his respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through Plaintiff in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties.

80. Effect of Releases: With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Plaintiff, for himself and on behalf of his respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through him in any manner, shall expressly waive, and each Settlement Class Member and each Settlement Class Members' respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of the Settlement. California Civil Code § 1542 provides as follows:

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.

VIII. CONFIDENTIALITY

81. No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representative, Defendant or Defendant's Counsel other than through the agreed content to be posted on the Settlement Website. Nothing in the Settlement shall be interpreted to prevent Class Counsel from informing or advising Class Members about the terms of, their rights under, the Settlement.

82. The Class Notice Data, any Claim Forms, and any other documentation containing the names, addresses, or email addresses in possession of the Settlement Administrator, may be used only for purposes of implementing the Settlement. All such information shall be destroyed within thirty (30) calendar days of the date that all monies from

the Settlement Fund have been distributed, except that Costco need not destroy its own data provided to the Settlement Administrator.

IX. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

83. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Settlement Class Members to object to the Settlement.

84. Fair, Reasonable and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable, and adequate, and will so represent to the Court.

X. PARTIES' AUTHORITY

85. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

86. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendant and their counsel, take all steps necessary to secure the Court's Final Judgment.

XII. NO PRIOR ASSIGNMENTS

87. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

XIII. SETTLEMENT PURPOSE OF AGREEMENT

88. This Settlement is governed by the terms of Evidence Rule 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Settlement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an

admission by any of Defendant, Plaintiff, Settlement Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. Nevertheless, Costco may file this Settlement and/or the Settlement Order and Final Judgment in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim. If the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit G, or impose any condition to approval of the Settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, then (a) the Settlement shall be considered null and void, (b) neither the Settlement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any portion of the Settlement shall invalidate the Settlement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the provisional certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Settlement terminates or is nullified, the Preliminary Approval Order in Exhibit F shall be vacated by its terms, and the Action shall revert to the status that existed before execution of the Settlement. Upon nullification of the Settlement, Plaintiff shall be free to pursue any claims available to him, and Defendant shall be free to assert any defenses available to it, including, but not limited to, denying the suitability of this case for class treatment. Nothing in this Settlement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit G, or impose any condition to approval of the Settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with Judge Diane Welsh.

XIV. ENFORCEMENT ACTIONS

89. In the event that one or more of the Parties institutes any legal action against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

XV. NOTICES

90. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth (5th) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Settlement Class:

Joseph Wright, Esq.
Donald Heyrich, Esq.
Jason Rittereiser, Esq.
Rachel Emens, Esq.
HKM Employment Attorneys LLP
600 Stewart Street, Suite 901
Seattle, WA 98101

To Defendant:

Lauren Rainwater, Esq.
Rachel Herd, Esq.
Davis Wright Tremaine LLP
920 5th Avenue #3300
Seattle, WA 98104

XVI. VOIDING THE SETTLEMENT

91. If this Settlement is not approved, or if the Court's Final Judgment is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, nor shall there be any certification of the Class, as it is being requested here solely for the purposes of this Settlement. If there is any reduction in the attorneys' fees and cost award and/or the Class Representative Payments, as requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

92. If more than 250 Settlement Class Members exclude themselves from the settlement, Costco shall have the right to elect to terminate this Settlement, on the ground that exclusion at this level threatens to frustrate the essential purpose of the Settlement.

XVII. CONSTRUCTION

93. The Parties agree that the terms and conditions of this Settlement are the result of intensive arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their or its counsel participated in the drafting of this Settlement.

XVIII. GOVERNING LAW

94. This Settlement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

XIX. CAPTIONS AND INTERPRETATIONS

95. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

XX. MODIFICATION

96. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

XXI. INTEGRATION CLAUSE

97. The terms and conditions set forth in this Settlement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Settlement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement, provided, however, that all agreements made or orders entered during the course of the Action relating to the confidentiality of document or information shall survive this Settlement. No rights under this Settlement may be waived except in writing. The waiver by one Party of any provision or breach of the Settlement shall not be deemed a waiver of any other provision or breach of the Settlement.

XXII. BINDING ON ASSIGNS

98. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

XXIII. CLASS COUNSEL SIGNATORIES

99. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will advise all Settlement Class Members of the binding nature of the release. The Notice shall have the same force and effect as if this Settlement were executed by Plaintiff and each Settlement Class Member with regard to the Release of Claims recited in Paragraph 78.

XXIV. COUNTERPARTS

100. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic DocuSign signature, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

XXV. RIGHT OF APPEAL

101. The Parties agree to waive all appeals from the Court's Final Judgment of this Settlement, unless the Court materially modifies the Settlement; provided, however, that Plaintiff may appeal any reduction in the requested amount of attorneys' fees and/or costs, or Service Award.

XXVI. NO RETALIATION

102. Defendant agrees that it will not engage in discrimination or retaliation of any kind against the Class Representative as a result of filing this action, or for giving testimony, assistance, or participating in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Settlement Class Member for choosing to participate or not participate in this Settlement.

COUNSEL AND THE PARTIES

DATED: June 16, 2026

By: 

JOSEPH WRIGHT, ESQ.
DONALD HEYRICH, ESQ.
JASON A. RITTEREISER, ESQ.
RACHEL EMENS, ESQ.
CYNTHIA HEIDELBERG, ESQ.
ATTORNEYS FOR PLAINTIFFS

DATED: June _____, 2026

By: _____
LAUREN RAINWATER, ESQ.
RACHEL HERD, ESQ.
ATTORNEYS FOR DEFENDANT

DATED: June 16, 2026

By: 

MICHEAL AALAND
PLAINTIFF

DATED: June _____, 2026

By: _____
COSTCO WHOLESALE CORPORATION
DEFENDANT

XXV. RIGHT OF APPEAL

101. The Parties agree to waive all appeals from the Court's Final Judgment of this Settlement, unless the Court materially modifies the Settlement; provided, however, that Plaintiff may appeal any reduction in the requested amount of attorneys' fees and/or costs, or Service Award.

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102. Defendant agrees that it will not engage in discrimination or retaliation of any kind against the Class Representative as a result of filing this action, or for giving testimony, assistance, or participating in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Settlement Class Member for choosing to participate or not participate in this Settlement.

COUNSEL AND THE PARTIES

DATED: June____, 2026

By: _____
JOSEPH WRIGHT, ESQ.
DONALD HEYRICH, ESQ.
JASON A. RITTEREISER, ESQ.
RACHEL EMENS, ESQ.
CYNTHIA HEIDELBERG, ESQ.
ATTORNEYS FOR PLAINTIFFS

Signed by:

DATED: June¹⁶, 2026

By: Lauren Rainwater

LAUREN RAINWATER, ESQ.
RACHEL HERD, ESQ.
ATTORNEYS FOR DEFENDANT

DATED: June____, 2026

By: _____
MICHEAL AALAND
PLAINTIFF

Signed by:

DATED: June¹⁶, 2026

By: Reina Almon-Griffin

COSTCO WHOLESALE CORPORATION
DEFENDANT

EXHIBIT A

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – *Aaland v. Costco Wholesale Corporation*

Claims Code: [XXXX-XXXX]

If you received a commercial electronic mail message from Costco Wholesale Corporation while residing in Washington, you may be entitled to payment in a class action settlement.

This Legal Notice Was Authorized by the Court

Your rights and options are explained in this notice. Please read this notice carefully. Full information regarding the settlement is available at INSERT WEBSITE.

You are receiving this notice because you have been identified as a potential Settlement Class member in a class action lawsuit entitled *Michael Aaland v. Costco Wholesale Corporation*, Case No. 25-2-16392-0 SEA (Wash. Super. Ct. King Cnty.) (the “Lawsuit”). The parties have reached a proposed \$14 million settlement in the Lawsuit. The settlement has not been approved by the Court yet. This notice explains your options. **To receive a payment if you are a Settlement Class Member, you must submit a valid Claim Form by [DATE].** You may submit a Claim Form online at [www.XXXX.com].

The Lawsuit claims that Costco Wholesale Corporation (“Costco” or “Defendant”) violated Washington state laws, including Washington’s Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by sending allegedly misleading commercial email messages to Washington residents. Specifically, Michael Aaland (the “Class Representative”) alleges that the subject lines of certain Costco commercial email messages advertised temporary or time-limited promotions to consumers, when in fact Costco knew it was going to extend those promotions past the stated time frame. Under the CEMA, a recipient is entitled to receive \$500 for each email message sent in violation of the law or actual damages, which Plaintiff contends is subject to trebling under the CPA. The court also may award injunctive relief and reasonable attorneys’ fees and costs.

Costco denies any wrongdoing and the Court has not decided whether Costco did anything wrong. Costco has asserted defenses that it believes would be successful at trial. In agreeing to settle, Costco maintains that it complied with the law and does not admit any wrongdoing. The Lawsuit is proceeding in the Superior Court for the State of Washington, in and for the County of King at Seattle, before the Honorable Judge Janet Helson.

For additional details regarding the Lawsuit and your rights, visit [www.XXXX.com].

Am I a Class Member? Defendant’s records show that you may have received a commercial electronic mail message from Costco. You are a member of the Settlement Class if you (1) received a commercial electronic mail message transmitted from or on behalf of Costco from June 2, 2021, to [DATE], (2) were a Washington resident at the time of receipt, and (3) received the commercial electronic mail message at an email address appearing in Costco’s data.

Examples of a commercial electronic mail message are: “Today is the last day to access Member-Only Saving” and “Hot Buys available for 5 Days Only.”

Your Legal Rights and Options. You must decide whether to stay in the Settlement Class or exclude yourself.

File A Claim Form by [DATE]. If you are a member of the Settlement Class, you have a right to complete a Claim Form and receive money from the amount paid by Costco to settle the Lawsuit. It is estimated that Settlement payments will range between \$XX and \$XX per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received. A Claim Form can be obtained from the Settlement website at [www.\[INSERT\].com](http://www.[INSERT].com). A Claim Form can be (a) completed and submitted electronically on the website, or (b) printed, completed, and submitted by mail. If your Claim Form is approved and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.

Do Nothing. If you do nothing and the Settlement becomes final, you will not be issued a Settlement payment. If you are a member of the Settlement Class and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.

Exclude Yourself by [DATE]. If you exclude yourself from the Settlement (also called “opting out”), you give up your right to receive a Settlement payment, but you retain any rights you may have to bring your own lawsuit about the issues in this Lawsuit. To exclude yourself from the Settlement Class, you must email or mail a written “Request for Exclusion” to the Settlement Administrator that is postmarked by [DATE]. Your written request must include: (i) your name, address, and telephone number; (ii) a statement confirming that you want to exclude yourself from the Settlement Class; (iii) the case name and number; and (iv) your signature and the date.

Object or Comment by [DATE]. If you do not exclude yourself from the Settlement, you may object to or comment about the Settlement and/or Class Counsel’s request for attorneys’ fees, expenses, and Service Award to the Class Representative who brought this Lawsuit.

Who Represents Me? The Court has appointed a team of lawyers from HKM Employment Attorneys LLP to serve as Class Counsel. They will ask the Court to pay them attorneys’ fees not to exceed 33% (\$4,620,000.00) of the \$14 million settlement fund, out of pocket costs currently estimated to be \$[INSERT], and a Service Award to the Class Representative not to exceed \$2,500 to Plaintiff Michael Aaland.

When Will the Court Consider the Settlement? The Court will hold a Final Approval Hearing at [TIME] on [DATE]. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys’ fees and costs, Service Award to the Class Representative, and determine whether the Settlement should be approved.

Where can I get more information? A more detailed notice and important case documents are at www.XXXX.com. If you have any questions, please contact the Settlement Administrator at [admin phone] or Class Counsel at (XXX) XXX-XXXX. Do not contact the Court with questions.

EXHIBIT B

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – *Aaland v. Costco Wholesale Corporation*

Claims Code: [XXXX-XXXX]

If you received a commercial electronic mail message from Costco Wholesale Corporation while residing in Washington, you may be entitled to payment in a class action settlement.

This Legal Notice Was Authorized by the Court

You previously received notice of a Settlement in a class action lawsuit against Costco Wholesale Corporation (“Costco”) in the case of *Michael Aaland v. Costco Wholesale Corporation*,” Case No. 25-2-16392-0 SEA (Wash. Super. Ct. King Cnty.). You have been identified as a potential Settlement Class member and **you must submit a valid Claim Form by [DATE] to receive a Settlement payment.** It is estimated that Settlement payments will range between \$XX and \$XX per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

You are a member of the Settlement Class if you (1) received a commercial electronic mail message transmitted from or on behalf of Costco from June 2, 2021, to [DATE], (2) were a Washington resident at the time of receipt, and (3) received the commercial electronic mail message at an email address appearing in Costco’s data.

Examples of a commercial electronic mail message are: “Today is the last day to access Member-Only Saving” and “Hot Buys available for 5 Days Only.”

If you are a member of the Settlement Class, you must complete a valid Claim Form by [DATE] to obtain a Settlement payment if the Settlement is approved. A Claim Form can be obtained from [www.\[INSERT\].com](http://www.[INSERT].com).

For more information visit www.XXXX.com or call [admin phone number].

EXHIBIT C

Banner Ad Text:

Received a Promotional Email from Costco?

Your rights may be affected by a class action settlement

Learn More

www.XXXX.com

Class Action Info Promoted Facebook Post

If you received a commercial email message from Costco while a resident of Washington State, you may be entitled to payment as a result of a settlement in a class action lawsuit. Find out more at www.XXXX.com.

Facebook Sponsored (Right Side) Ads

The advertisements on the right-hand side of the screen sit directly beneath the “Trending” topics section. Ad includes a title, short description, image, and URL to direct users straight to the notice website.

Specifications (includes space):

Headline: 25 characters

Body: 125 characters

Image – 1200x628

Version 1:

Headline: Got email from Costco? (23/25)

Body: If you got a Costco commercial email while a WA resident, a class action settlement may affect you (97/125)

Facebook News Feed Ads

These ads show up in a user’s feed along with the content that they see from their friends and the people that they follow. When a user clicks anywhere on the ad, they are taken to the notice website.

Specifications (includes space):

Headline: 25 characters

Body: 125 characters

News Feed Link Description: 30 characters (over 30 is allowed but truncated)

Image – 1080x1080

Version 1:

Headline: Got email from Costco? (23/25)

Body: If you got a Costco commercial email while a WA resident, a class action settlement may affect you (97/125)

Link Description: Learn More. (12/30)

Version 2:

Headline: Got email about Costco? (23/25)

Body: If you got a Costco commerical email while a WA resident, a class action settlement may affect you (97/125)

Link Description: Learn More. (12/30)

Standard Response(s) to Commenters

- Please visit the website, www.XXX.com, or call [admin phone] for more information.
- You can get more information at www.XXX.com or by calling [admin phone].
- If you want more information, please visit www.XXX.com or call [admin phone].

EXHIBIT D

**Michael Aaland v. Costco Wholesale Corporation,
Case No. 25-2-16392-0 SEA (Wash. Super. Ct. King Cnty.)
CLAIM FORM**

Complete and return this Claim Form by **DATE** to claim your payment. You may submit your Claim Form using this online portal or mail to: **[Address information]**.

I. Claim Verification

Did you receive a claims code by mail or email? The claims code is located on the top of the email notice.

- ☐ Yes, Claims Code: _____
- ☐ No

Email address(es) at which you received commercial electronic mail messages transmitted from or on behalf of Costco while a Washington resident:

II. Class Member Identifying Information.

Please provide your name and contact information below. The Settlement Administrator will use the email address you provide below to communicate with you. You must notify the Settlement Administrator if your contact information changes after you submit this Form.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	

III. Attestation

I attest that the following statements are true (check each box to indicate your agreement):

- ☐ I received one or more commercial electronic mail messages transmitted from or on behalf of Costco from June 2, 2021, to **[insert date]** at the email address(es) I provided above;
- ☐ I was a Washington resident at the time of receipt; and

- ☐ I owned the email address(es) I provided above as of the date of the alleged email(s).

IV. Payment Selection

Please select from **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile # associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile # or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section II above.

V. Certification & Signature.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signature

Date (MM/DD/YYYY)

EXHIBIT E

Superior Court for the State of Washington, in and for the County of King
Notice of Proposed Class Action Settlement

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

BACKGROUND & INTRODUCTION

- A settlement has been proposed to end a class action lawsuit against Costco Wholesale Corporation (“Costco” or “Defendant”), known as **Michael Aaland v. Costco Wholesale Corporation, Case No. 25-2-16392-0 (Wash. Super. Ct. King Cnty.)** (the “Lawsuit”). The Lawsuit alleges that Costco violated Washington law by sending commercial electronic mail messages containing false or misleading subject lines to individuals residing in Washington.
- Defendant denies any wrongdoing. Defendant claims it has abided by all state and federal laws, and that the Lawsuit is not well grounded in law or fact. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The parties in the Lawsuit have agreed to resolve the Lawsuit on a class action basis. As described further below, if the Settlement is approved by the Court, Costco will pay \$14 million to fully and finally resolve the claims of the “Settlement Class,” defined as “All persons who received a commercial electronic mail message, and who were Washington residents at the time of the receipt of such commercial electronic mail message, that was transmitted by Costco Wholesale Corporation or someone acting on behalf of Costco Wholesale Corporation at any time from June 2, 2021, through the date that Costco provides the Settlement Administrator the Class Notice Data..”
- The Court has scheduled a final approval hearing for [DATE]. If the Settlement is approved and becomes final, you will be issued a payment if (i) you are a member of the Settlement Class; and (ii) you file a valid claim form before [DATE]. Even if you do not file a Claim Form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the Settlement. Read below, visit [www.\[INSERT\].com](http://www.[INSERT].com), or call [INSERT] for more information.

YOUR LEGAL RIGHTS AND OPTIONS	
File a Claim by [DATE] to receive payment	If you are a member of the Settlement Class, you have a right to complete a Claim Form to share in the settlement proceeds paid by Costco to settle the Lawsuit, estimated to be between \$XX and \$XX per Settlement Class Member that files a timely and valid Claim Form. A Claim Form can be obtained from the settlement website at www.[INSERT].com. A Claim Form can be submitted (a) electronically on the website, or (b) by mail. If your Claim Form is approved and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.
Do Nothing	If you do nothing and the Settlement becomes final, you will not be issued a Settlement payment. If you are a member of the Settlement Class and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.
Exclude Yourself by [DATE]	If you exclude yourself from the Settlement (also called “opting out”), you give up your right to receive a Settlement payment, but you retain any rights you may have to bring your own lawsuit about the issues in this Lawsuit.
Object or Comment by [DATE]	If you are a member of the Settlement Class and do not exclude yourself from the Settlement, you may object to or comment about the terms of the Settlement.

THESE RIGHTS AND OPTIONS ARE EXPLAINED IN THIS NOTICE

What this Notice Contains

[INSERT TOC]

BASIC INFORMATION ABOUT THE LAWSUIT

1. What is this Notice?

This Notice explains that the parties in the Lawsuit known as *Michael Aaland v. Costco Wholesale Corporation*, Case No. 25-2-16392-0 SEA (Wash. Super. Ct. King Cnty.) (the “Lawsuit”) have agreed to resolve the Lawsuit on a class action basis and that the Court has preliminarily approved the Settlement. If you are a member of the Settlement Class, you have legal rights and options that you may exercise, as explained in this Notice.

2. What is the lawsuit about?

This lawsuit is about whether Costco violated Washington state laws, including Washington’s Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by sending allegedly misleading commercial email messages to Washington residents. Specifically, Michael Aaland (the “Class Representative”) alleges that the subject lines of certain Costco commercial email messages advertised temporary or time-limited promotions to consumers, when in fact Costco knew it was going to extend those promotions past the stated time frame. Under CEMA, a recipient is entitled to receive \$500 for each text message sent in violation of the law or actual damages, which Plaintiff contends is subject to trebling under the CPA. The court also may award injunctive relief and reasonable attorneys’ fees and costs.

Defendant denies any wrongdoing and believes it has fully complied with the law. Defendant has asserted defenses it believes would be successful at trial. In agreeing to settle, Defendant maintains that it complied with the law and does not admit any wrongdoing. The settlement is not an admission of wrongdoing.

The Lawsuit is proceeding in the Superior Court for the State of Washington, in and for the County of King, before the Honorable Judge Janet Helson.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Michael Aaland), sued on behalf of himself and other people who have similar claims. These people together are called a “Class” or “Class Members.” The Class Representative and all the Class Members are called Plaintiffs. The company that the Plaintiffs sued, Costco, is called the Defendant. One court resolves the issues for all Class Members—except for those who choose to exclude themselves.

4. What has happened in the lawsuit?

On June 2, 2025, Joseph Zydel commenced an action on behalf of a proposed class by filing a [Complaint](#) in Washington State Court (Superior Court for King County) against Costco alleging that it violated CEMA and the CPA (Case No. 25-2-16392-0 SEA). On August 1, 2025, Costco moved to dismiss the Lawsuit, claiming that the Complaint failed, as a matter of law, to state a viable claim for relief. On October 10, 2025, the Court denied Costco’s motion. On October 14, 2025, Mr. Zydel filed an Amended Complaint. On January 16, 2026, the parties jointly requested to stay the case to engage in an arms-length mediation before Judge Welsh (Ret). The parties have since engaged in limited discovery regarding the Class Representative’s claims and Costco’s defenses. On April 15, 2026, Plaintiff filed a Second Amended Complaint substituting Michael Aaland as the Class Representative.

The Court has not decided whether Costco did anything wrong. The Court also has not made any determination that this Lawsuit should proceed as a class action, as opposed to individual claims brought by the Class Representative. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the Lawsuit.

5. What is the current status of the lawsuit?

The Class Representative and Costco have now agreed to a Settlement to resolve the Lawsuit, as described below. Deadlines unrelated to the Settlement of the Lawsuit are currently stayed while the parties notify the Settlement Class of the proposed Settlement and seek final approval of the Settlement from the Court.

DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS

6. How do I know if I am a Settlement Class Member?

You are a member of the Settlement Class if you (1) received a commercial electronic mail message transmitted from or on behalf of Costco from June 2, 2021, to [DATE], (2) were a Washington resident at the time of receipt, and (3) received the commercial electronic mail message at an email address appearing in Costco's data.

Examples of a commercial electronic mail message are: "Today is the last day to access Member-Only Saving" and "Hot Buys available for 5 Days Only."

If you received a notice of this Settlement via email or mail, records indicate that you may have received a commercial electronic mail message transmitted from or on behalf of Costco from June 2, 2021, to [DATE]. People who did not receive email or mail Notice may still be part of the Settlement Class if they meet the requirements described above.

7. Are there exceptions to being included in the Settlement Class?

The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who validly request exclusion from it.

8. Are you still not sure if you're included?

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.XXXX.com, or by calling or writing to the lawyers appointed by the Court to represent the Settlement Class in this case ("Class Counsel") at the phone numbers or addresses listed in response to question XX.

THE PROPOSED SETTLEMENT

9. What are the terms of the proposed Settlement?

The complete terms of the proposed Settlement are set forth in the [Settlement Agreement](#), which is available at [www.\[INSERT\].com](http://www.[INSERT].com). This Notice provides only a summary of the terms of the Settlement.

10. What are the benefits of the proposed Settlement?

If the Settlement is approved and becomes final, Costco will pay fourteen million dollars (\$14,000,000.00) into a settlement fund. This money will be used to: (1) make settlement payments to eligible Settlement Class Members estimated to be between \$XX and \$XX, and (2) pay court-awarded attorneys' fees and litigation expenses of Class Counsel and any Service Award granted to the Class Representative. You must decide whether to stay in the Class or opt out of it.

If you are a Settlement Class Member, you need to complete and submit a Claim Form by [DATE] to receive a settlement payment. [Claim Forms](#) are available on the settlement website, [www.\[INSERT\].com](http://www.[INSERT].com).

11. What claims will be released by the proposed Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement, and the Settlement is approved and becomes final, the Settlement will be legally binding on you. In exchange for the opportunity to obtain settlement benefits, you will release any and all claims and rights, whether known or unknown, that arise out of or relate in any way to commercial electronic mail messages sent to any email address, that have been, or could have been, brought in the Lawsuit, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Lawsuit.

12. How much will the Settlement payment be and how will the payments be sent?

If the Settlement is approved and becomes final, Settlement Class Members who complete and submit a timely and valid Claim Form and do not exclude themselves from the Settlement Class will be issued a Settlement payment. It is estimated that Settlement payments will be between \$XX and \$XX per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

The settlement payments will be equally distributed to all Settlement Class Members who submit timely and valid Claim Forms, after the deduction of settlement costs, attorneys' fees and expenses awarded by the Court, and any Service Award granted to the Class Representative.

If you are a Settlement Class Member, *you need to complete and submit a Claim Form by [DATE] to receive a settlement payment.* [Claim Forms](#) are available on the settlement website, [www.\[INSERT\].com](#). The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

For any Settlement payments that are uncashed or deemed undeliverable by the Settlement Administrator, the funds will be distributed by one or both of the following means: (1) a pro rata second distribution to those Settlement Class Members who cashed/received their initial Settlement payments (if there are sufficient residual funds to justify the administrative costs of such distribution); and/or (2) distribution to the Legal Foundation of Washington.

YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

13. What are my options now as a Settlement Class Member?

You must decide whether to stay in the Class or exclude yourself from the Settlement.

14. What happens if I choose to stay in the Settlement Class?

If you choose to stay in the Settlement Class, you have the option to (1) do nothing; or (2) complete and submit a [Claim Form](#) by [Date], in order to share in the payment of the settlement proceeds. Under either option, by choosing to stay in the Settlement Class, if the Settlement becomes final, you give up any rights to sue the Defendant separately about the same issues in this Lawsuit. See Question 11.

By staying in the Settlement Class, you may object to or comment on the settlement and/or to Class Counsel's request for attorneys' fees, litigation expenses, and any Service Award. You do not need to object or comment in order to receive a settlement payment.

15. How do I obtain and submit a Claim Form?

In order to share in the payment of the Settlement proceeds, you must (1) be a Settlement Class Member; and (2) complete and submit a valid [Claim Form](#) by [DATE]. You can obtain a Claim Form on the settlement website, [www.\[INSERT\].com](#).

The Claim Form requires Settlement Class Members to provide their claims code, if they have one, and to identify email address at which they received the commercial electronic mail message. Settlement Class Members must also provide their contact information and attest that they: (1) received one or more commercial electronic mail messages transmitted from or on behalf Costco from June 2, 2021, to [DATE], (2) were a Washington resident at the time of receipt, and (3) owned the email address(es) provided as of the date of the alleged email(s). The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

If the email address(es) provided cannot be verified, the Settlement Administrator may contact you and ask you to provide a different email address. The Settlement Administrator will communicate with you via the email address you provide on the Claim Form.

Once completed, the Claim Form can be submitted electronically on the settlement website or printed and mailed to the following address:

[Notice Administrator]
[Street
Address]
[City, State, Zip Code]

Mailed Claim Forms must be postmarked by [DATE]. Each Settlement Class Member is entitled to submit only one Claim Form, regardless of the number of commercial electronic mail messages they received. If you submit a Claim Form through the settlement website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate claim forms will be rejected.

16. Where do I find my claims code?

If you received an email notice of the settlement, then your **eight (8) digit** claims code is located at the top of the email. If you received a postcard notice of the settlement in the mail, then your **eight (8) digit** claims code is located on the front of the postcard above your name and address.

17. How do I object or comment?

If you are a Settlement Class Member, and have not excluded yourself from the Settlement, you can comment on or object to the terms of the Settlement. To object or comment, you must send a written objection/comment including the following:

- (i) your full name, address, and current telephone number;
- (ii) an explanation of the basis for your contention that you are a Settlement Class Member, including the email address(es) at which you received a commercial electronic mail message from Costco;
- (iii) if you are represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request;
- (iv) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (v) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel;

- (vi) the identity of any witnesses you may call to testify at the Final Approval Hearing;
- (vii) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and
- (viii) your signature (your attorney's signature is not sufficient).

Your comment or objection must be sent to the Settlement Administrator by email or mail, postmarked no later than [Date]. The Settlement Administrator can be contacted at [email address] or :

[Notice Administrator]
[Street
Address]
[City, State, Zip Code]

18. What happens if I exclude myself from the Settlement Class?

You may exclude yourself from the Settlement Class by following the steps described in response to Question 19. If you exclude yourself from the Settlement, or "opt out", you give up the right to receive any benefits from the Settlement and you cannot comment or object to the Settlement. However, you will keep any rights you may have to sue Costco regarding the issues in this Lawsuit.

19. How do I exclude myself from the Settlement Class?

If you do not want to remain a member of the Class, you must mail or email a written "Request for Exclusion" to the Settlement Administrator that is postmarked no later than [Date]. Your written request must include:

- Your name, address, and telephone number;
- A statement confirming that you want to exclude yourself from the Settlement Class;
- The case name and number (*Michael Aaland v. Costco Wholesale Corporation*, Case No. 25-2-16392-0 (Wash. Super. Ct. King Cnty.)); and
- Your signature and the date.

Your Request to Opt Out must be emailed to [email address] or mailed to the following address:

[Notice Administrator]
[Street
Address]
[City, State, Zip Code]

20. What happens if I do nothing?

If you are in the Settlement Class and you do nothing, you will stay in the Settlement Class. If the Settlement is approved and becomes final, you will not be issued a Settlement payment and you will not be able to sue Costco about the issues in this Lawsuit. You will also be legally bound by all orders that the Court issues and judgments the Court makes as to the Settlement Class.

THE LAWYERS REPRESENTING YOU

21. As a Class Member, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called "Class Counsel":

HKM EMPLOYMENT ATTORNEYS LLP Joseph Wright Jason Rittreiser Donald Heyrich Rachel Emens 600 Stewart Street, Suite 901 Seattle, Washington 98101 Telephone: (206) 838-2504	
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22. How will the lawyers be compensated, and will the Class Representative receive compensation?

Class Counsel will file a motion asking the Court to award them attorneys’ fees up to one-third of the \$14 million settlement fund (\$4,620,000) and for reimbursement of reasonable litigation expenses and costs currently estimated to be \$[REDACTED]. The attorneys’ fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis during the year this case was litigated. Class Counsel will also ask the Court for a Service Award to the Class Representative of no more than \$2,500 for Plaintiff Michael Aaland in recognition of his service to the Class. The Court will determine the amount of attorneys’ fees, expenses, and Service Award to the Class Representative.

23. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. However, you may still hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance with the Court.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [TIME] on [DATE], in the Superior Court of Washington for King County, Courtroom XX, 401 4th Avenue N., Seattle, WA 98032. The hearing may be moved to a different date or time, or the Court may order that the hearing be held telephonically or by videoconference, without additional notice. Please check [www.\[INSERT\].com](http://www.[INSERT].com) for updates or changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s application for attorneys’ fees, expenses, and a Service Award. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No, you do not have to attend or participate in the Final Approval Hearing to receive a Settlement payment. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

27. May I speak at the hearing?

If you are a Settlement Class Member and have not opted out of the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

28. Where can I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at _____. Information is also available at [www.XXXX.com], or by contacting the Settlement Administrator at [INSERT], or Class Counsel at [INSERT].

Please do not contact the Court or Judge Helson. They cannot answer any questions or discuss the Action.

DATED: [DATE]

BY ORDER OF THE SUPERIOR COURT FOR THE
STATE OF WASHINGTON, IN AND FOR THE
COUNTY OF KING

EXHIBIT F

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

**[PROPOSED] 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 A (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:

_____.

Dated this _____ day of _____, 2026.

THE HONORABLE JANET HELSON
KING COUNTY SUPERIOR COURT JUDGE

Presented by:

HKM EMPLOYMENT ATTORNEYS LLP

Donald W. Heyrich, WSBA No. 23091
Jason Rittereiser, WSBA No. 43628
Rachel M. Emens, WSBA No. 49047
Joseph W. Wright, WSBA No. 55956
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jrittereiser@hkm.com

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

HKM EMPLOYMENT ATTORNEYS LLP
600 Stewart Street, Suite 901
Seattle, Washington 98101
(206) 838-2504

remens@hkm.com
jwright@hkm.com

Attorneys for Plaintiff

EXHIBIT G

HONORABLE JANET HELSON

Hearing Date:

Hearing Time:

SUPERIOR COURT FOR THE STATE OF WASHINGTON
FOR KING COUNTY

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

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION, a
Washington corporation,

Defendant.

No. 25-2-16392-0 SEA

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

THIS MATTER came before the court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. The Court considered the following:

1. Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement;
2. The Declaration of Joseph Wright in Support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Exhibit A (the Settlement Agreement and Proposed Class Notice) attached thereto;
3. The Declaration of _____;
4. The Declaration of _____, and exhibits thereto;
5. Oral argument if requested by the Court; and
6. The files and records herein.

The Settlement Agreement between the Parties provides that the Parties agree to settle on class wide relief for the settlement as follows:

1 All persons who received a commercial electronic mail
2 message, and who were Washington residents at the time of the
3 receipt of such commercial electronic mail message, that was
4 transmitted by Costco Wholesale Corporation or someone acting on
5 behalf of Costco Wholesale Corporation at any time from June 2,
6 2021 through the Class Notice Date, to an email address included in
7 Costco's email marketing list during the Class Period.

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

10 1. The Court has jurisdiction over the subject matter of this Action and over all
11 parties to the Settlement Agreement, including all members of the Class;

12 2. The Court grants final approval of the settlement of this action, based upon the
13 terms set forth in the Settlement Agreement on file herein, including payment to the Class,
14 payment for the Class Representative service award, payment for attorneys' fees and litigation
15 costs, and payment of settlement administration costs.

16 3. The Notice delivered pursuant to the Court's preliminary order of approval
17 entered [REDACTED], 2026 (Order Granting Plaintiffs' Unopposed Motion for Preliminary
18 Approval of Class Action Settlement)] constituted the best notice practicable under the
19 circumstances to all members of the Class and met the requirements of CR 23. A full opportunity
20 has been offered to the Class members to object to the proposed Settlement Agreement and to
21 participate in the hearing thereon.

22 4. As contained in the parties' Settlement Agreement, all members of the Class: (1)
23 are bound by this Final Judgment; and (2) are forever barred from instituting, maintaining, or
24 prosecuting any claim released by the Settlement Agreement.

25 5. The terms of the Settlement Agreement are incorporated fully into this Order by
26 reference.

27 6. The Court finds that the terms of Settlement Agreement are fair, reasonable, and
adequate in light of the complexity, expense, and duration of litigation, and the risks involved in
establishing liability and damages, and maintaining the class action through trial and appeal.

1 7. The Court finds that the relief provided under the settlement constitutes fair value
2 given in exchange for the release of claims.

3 8. The settlement set forth in the Settlement Agreement is hereby finally approved as
4 fair, reasonable, and adequate to all parties and members of the Class, and the parties are directed
5 to consummate its terms.

6 9. The Court overrules any objections to the settlement. After carefully considering
7 each objection, the Court concludes that none of the objections create questions as to whether the
8 settlement is fair, reasonable, and adequate.

9 10. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the
10 Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary
11 Approval Order and are thus excluded from the terms of this Order. Further, because the
12 settlement is being reached as a compromise to resolve this litigation, including before a final
13 determination of the merits of any issue in this case, none of the individuals reflected on **Exhibit**
14 **1** may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to
15 those doctrines in connection with any further litigation against Defendant in connection with the
16 claims settled by the Settlement Class.

17 11. Neither this Final Judgment nor the Agreement is an admission or concession by
18 Defendant of the validity of any claims or of any liability or wrongdoing or of any violation of
19 law. This Final Judgment and the Agreement do not constitute a concession and shall not be used
20 as an admission or indication of any wrongdoing, fault, or omission by Defendant or any other
21 person in connection with any transaction, event or occurrence, and neither this Final Judgment
22 nor the Agreement nor any related documents in this proceeding, nor any reports or accounts
23 thereof, shall be offered or received in evidence in any civil, criminal, or administrative action or
24 proceeding, other than such proceedings as may be necessary to consummate or enforce this
25 Final Judgment, the Agreement, and all releases given thereunder, or to establish the affirmative
26 defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the
27 Agreement.

1 12. The Court hereby approves a Gross Settlement Amount of \$14,000,000.00.

2 13. The Court hereby approves the award of reasonable Class Counsel fees of
3 \$4,620,000.00 and actual litigation costs of \$_____.

4 14. The court hereby approves class representative service award of \$2,500.00 to
5 Michael Aaland.

6 15. The payments approved in Paragraphs 48 through 52 of the Settlement Agreement
7 are to be paid out of the common fund settlement amount of \$14,000,000.00, as set forth in
8 Paragraphs 67 through 76 of the Settlement Agreement.

9 16. The parties are hereby directed to proceed with the settlement payments to
10 members of the Class set forth in Paragraph 76 of the Settlement Agreement.

11 17. Named Plaintiff Michael Aaland and all members of the Class who did not timely
12 or compliantly exclude themselves from the Class are hereby barred from prosecuting any claim
13 released in the Settlement Agreement.

14 18. The Court hereby directs that any residual funds remaining be disbursed to the
15 Legal Foundation of Washington.

16 19. The entry of this Final Judgment shall dismiss with prejudice all claims set forth
17 in the Action, provided, however, that this Court retains jurisdiction to enforce the terms of the
18 Settlement. The Parties and each Settlement Class Member have irrevocably submitted to the
19 jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement
20 Agreement.

21 20. The parties are hereby authorized, without further approval from the Court, to
22 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement
23 Agreement as (i) are consistent in all material respects with this Final Judgment, (ii) are effected
24 consistent with the terms of the Settlement Agreement, and (iii) do not limit the rights of
25 members of the Class.

26 21. This action is hereby dismissed on the merits, in its entirety, with prejudice and
27 without costs.

1
2
3 DATED this ____ day of _____, 2026.
4

5
6 THE HONORABLE JANET HELSON
KING COUNTY SUPERIOR COURT JUDGE

7 Presented by:

8 Donald W. Heyrich, WSBA No. 23091
9 Jason A. Rittereiser, WSBA No. 43628
Rachel M. Emens, WSBA No. 49047
10 Joseph W. Wright, WSBA No. 55956
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16 *Attorneys for Plaintiff*
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Title	Aaland v Costco Settlement Agreement w. exhibits.pdf
File name	Aaland%20v%20Cost...w.%20exhibits.pdf
Document ID	85d9acd0e7b3d1243397838275078ac50c8b2251
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