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6 CASE #: 26-2-04282-9 SEA

7 **IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**
8 **IN AND FOR KING COUNTY**

9 MARIELA MURRILLO, TARA HAMLIN,
10 and CARLY DUNN, individually and on
11 behalf of all others similarly situated,

Case No. 26-2-04282-9 SEA

12 Plaintiffs,

13 v.

14 OBI SEAFOODS, LLC,

Defendant.

15 **ORDER PRELIMINARILY APPROVING SETTLEMENT,**
16 **CERTIFYING SETTLEMENT CLASS, AND**
17 **DIRECTING NOTICE TO SETTLEMENT CLASS**

18 This matter came before the Court for hearing on Plaintiffs' Unopposed Motion for
19 Preliminary Approval of Class Action Settlement ("Motion"). Upon careful consideration of the
20 Motion, arguments of counsel, and being otherwise advised, the Court finds and determines as
21 follows:

22 Plaintiffs Mariela Murrillo, Tara Hamlin, and Carly Dunn brought this class action in this
23 County against Defendant OBI Seafoods, LLC ("OBI" or "Defendant") for damages allegedly
24 suffered by Plaintiffs and the Class in connection with an unauthorized intrusion where certain
25 files and data stored within Defendant's network were potentially accessed (the "Data Incident").
26 Defendant became aware of the Data Breach Incident on or about August 16, 2024.

27 The parties, through their counsel, have entered into a Settlement Agreement and Release
28 following good faith, arm's-length mediation between counsel experienced in class actions and

1 data privacy matters. The parties have agreed to settle this action, pursuant to the terms of the
2 Settlement Agreement, and subject to the approval and determination of the Court as to the
3 fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal
4 of this action with prejudice.

5 Having reviewed the Settlement Agreement and Release, including the exhibits attached
6 thereto (together, the “Settlement Agreement” or “Settlement”), and all prior proceedings herein,
7 and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is
8 granted as set forth herein.¹

9 **I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

10 For settlement purposes only and pursuant to Washington Superior Court Civil Rule 23,
11 the Court provisionally certifies the classes in this matter defined as follows:

12 All individuals residing in the United States who were sent notice of
13 the Data Incident involving their Private Information.

14 Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of
15 Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and
16 (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

17 The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class
18 is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are
19 issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class
20 Representatives are typical of and arise from the same operative facts and seek similar relief as the
21 claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement
22 Class Counsel will fairly and adequately protect the interests of the Settlement Class as the
23 Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement
24 Class and have retained experienced and competent counsel to prosecute this matter on behalf of
25 the Settlement Class; (e) questions of law or fact common to Settlement Class Members

26 _____
27 ¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in
28 the Settlement Agreement and Release, which was filed with Plaintiffs’ Motion for Preliminary
Approval of Class Action Settlement.

1 predominate over any questions affecting only individual members; and (f) a class action and class
2 settlement is superior to other methods available for a fair and efficient resolution of this case.

3 **II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS**
4 **COUNSEL**

5 Plaintiffs Mariela Murrillo, Tara Hamlin, and Carly Dunn are hereby provisionally
6 designated and appointed as the Settlement Class Representatives. The Court provisionally finds
7 that the Settlement Class Representatives are similarly situated to absent Settlement Class
8 Members, and therefore typical of the Class, and that they will be adequate Settlement Class
9 Representatives.

10 The Court finds that Kaleigh N. Boyd of McNaul Ebel, PLLC; Mariya Weekes of Milberg,
11 PLLC; and Danielle Perry of Mason & Perry LLP are experienced and adequate counsel and are
12 provisionally designated as Settlement Class Counsel.

13 **III. PRELIMINARY SETTLEMENT APPROVAL**

14 Upon preliminary review, the Court finds that the Proposed Settlement is fair, reasonable,
15 and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly
16 is preliminarily approved.

17 **IV. JURISDICTION**

18 The Court finds that it has subject matter jurisdiction and personal jurisdiction over the
19 Parties. Additionally, venue is proper in this Court.

20 **V. FINAL APPROVAL HEARING**

21 A Final Approval Hearing shall be held on **September 4, 2026, at 9:00 a.m. in Courtroom**
22 **3C of the King County Superior Court, 401 4th Avenue North, Kent, WA 98032**, to determine,
23 among other things, whether: (i) this matter should be finally certified as a class action for
24 settlement purposes pursuant to Washington Superior Court Civil Rule 23; (ii) the Settlement
25 should be finally approved as fair, reasonable, and adequate pursuant to Washington Superior
26 Court Civil Rule 23; (iii) the action should be dismissed with prejudice pursuant to the terms of
27 the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set
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1 forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for an award
2 of attorneys' fees, costs and expenses (the "Fee Request") should be approved; and (vi) the
3 application of the Settlement Class Representatives for a Service Award (the "Service Award
4 Request") should be approved.

5 Plaintiffs' motion for final approval of the Settlement, including their Application for
6 Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court by **July 21, 2026**. By no
7 later than **August 28, 2026**, the parties shall file responses, if any, to any objections, and any replies
8 in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

9 **VI. ADMINISTRATION**

10 The Court appoints Simpluris as the Settlement Administrator, with responsibility for class
11 notice and claims administration. Defendant shall pay all costs and expenses associated with
12 providing notice to Settlement Class Members, including but not limited to, the Settlement
13 Administrator's fees and costs. These payments shall be made separate and apart from the
14 Settlement amounts.

15 **VII. NOTICE TO THE CLASS**

16 The Proposed Notice Program set forth in the Settlement Agreement, including the
17 Postcard Notice and Long Form Notice, attached to the Settlement Agreement as its Exhibits 2
18 and 3, satisfy the requirements of Washington Superior Court Civil Rule 23, provide the best notice
19 practicable under the circumstances, and are hereby approved. Non-material modifications to these
20 Exhibits may be made without further order of the Court. The Notice Specialist and Claims
21 Administrator is directed to carry out the Notice program in conformance with the Settlement
22 Agreement.

23 By **20 days after entry of this Order**, the Notice Specialist and Claims Administrator
24 shall commence the Notice Program, which shall be completed in the manner set forth in the
25 Settlement Agreement.

26 **VIII. FINDINGS CONCERNING NOTICE**

27 The Court finds that the form, content, and method of giving notice to the Settlement Class
28

1 as described in Section VII of this Order and the Settlement Agreement (including the exhibits
2 thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably
3 calculated to apprise Settlement Class Members of the pendency of the action, the terms of the
4 proposed settlement, including but not limited to their rights to object to or exclude themselves
5 from the proposed settlement and other rights under the terms of the Settlement Agreement; (c)
6 are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other
7 persons entitled to receive notice; and (d) meet all applicable requirements of law, including
8 Washington Superior Court Civil Rule 23, and the Due Process Clause of the Constitution of the
9 State of Washington.

10 The Court further finds that the Notice is written in plain language, uses simple
11 terminology, and is designed to be readily understandable by Class Members.

12 **IX. EXCLUSION FROM CLASS**

13 Any Settlement Class Member who wishes to be excluded from the Settlement Class must
14 mail a written notification of the intent to exclude himself or herself from the Settlement Class to
15 the Claims Administrator at the address provided in the Notice, postmarked no later than **August 5,**
16 **2026**. The written notification must be personally signed by the Settlement Class member and
17 contain the requestor's name, address, telephone number, and email address (if any), and include
18 a statement indicating a request to opt-out of the Settlement Class.

19 The Claims Administrator shall provide the Parties with copies of all completed opt-out
20 notifications, and a final list of all who have timely and validly excluded themselves from the
21 Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no
22 later than **August 14, 2026**. Any Settlement Class Member who does not timely and validly
23 exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If
24 Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid
25 written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders,
26 and judgments in this matter, including but not limited to the Release and the dismissal with
27 prejudice set forth in the Final Judgment, including Settlement Class Members who have
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1 previously initiated or who subsequently initiate any litigation against any or all of the Released
2 Parties relating to the claims and transactions released in the Settlement Agreement. All Class
3 Members who submit valid and timely notices of exclusion from the Settlement Class shall not be
4 entitled to receive any benefits of the Settlement.

5 **X. OBJECTIONS AND APPEARANCES**

6 A Settlement Class Member who complies with the requirements of this paragraph may
7 object to the Settlement, the Service Award Request, or the Fee Request, and must do so no later
8 than **August 5, 2026**.

9 No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other
10 documents submitted by any Settlement Class Member shall be received and considered by the
11 Court, unless the objection is (a) filed with the Court by the Objection Deadline; and (b) mailed
12 first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, Defendants' Counsel, and the
13 Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than
14 **August 5, 2026**, as specified in the Notice. For an objection to be considered by the court, the
15 objection must also set forth:

- 16 a. The objector's full name, address, telephone number, and e-mail address (if any);
- 17 b. all grounds for the objection, accompanied by any legal support for the objection
18 known to the objector or objector's counsel;
- 19 c. the number of times the objector has objected to a class action settlement within the
20 five years preceding the date that the objector files the objection, the caption of each
21 case in which the objector has made such objection, and a copy of any orders related
22 to or ruling upon the objector's prior objections that were issued by the trial and
23 appellate courts in each listed case;
- 24 d. the identity of all counsel who represent the objector, including any former or current
25 counsel who may be entitled to compensation for any reason related to the objection
26 to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards,
27 and whether each counsel will appear at the Final Approval Hearing;

- 1 e. the number of times in which the objector's counsel and/or counsel's law firm have
2 objected to a class action settlement within the five years preceding the date of the
3 filed objection, the caption of each case in which counsel or the firm has made such
4 objection and a copy of any orders related to or ruling upon counsel's or the counsel's
5 law firm's prior objections that were issued by the trial and appellate courts in each
6 listed case in which the objector's counsel and/or counsel's law firm have objected
7 to a class action settlement within the preceding five years;
- 8 f. the identity of all counsel (if any) representing the objector, and whether they will
9 appear at the Final Approval Hearing;
- 10 g. a list of all persons who will be called to testify at the Final Approval Hearing in
11 support of the objection (if any);
- 12 h. a statement confirming whether the objector intends to personally appear and/or
13 testify at the Final Approval Hearing; and
- 14 i. the objector's signature (an attorney's signature is not sufficient).

15 Any Settlement Class Member who fails to substantially comply with the provisions of this
16 Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be
17 bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders,
18 and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement
19 if Final Judgment is entered. The Court retains the right to allow objections in the interest of justice.

20 Any Settlement Class Member, including a Settlement Class Member who has not opted-
21 out and files and serves a written objection, as described above, may appear at the Final Approval
22 Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to
23 object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service
24 Award Request, or the Fee Request.

25 If Final Judgment is entered, any Settlement Class Member who fails to object in the
26 manner prescribed herein shall be deemed to have waived his or her objections and shall be forever
27 barred from making any such objections in this action or in any other proceeding or from
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1 challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement
2 Agreement, including any final judgment and orders entered thereon, the Service Award Request,
3 or the Fee Request.

4 **XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN**

5 The Settlement Class Representatives and Defendant have created a process for assessing
6 and determining the validity and value of claims and a payment methodology to Settlement Class
7 Members who submit a timely, valid claim form. The Court preliminarily approves the settlement
8 benefits to the class and plan for remuneration described in Section V of the Settlement Agreement
9 and directs that the Claims Administrator effectuate the distribution of settlement consideration
10 according to the terms of the Settlement Agreement, should Settlement be finally approved.

11 Settlement Class Members who qualify for and wish to submit a claim form shall do so in
12 accordance with the requirements and procedures specified in the Notice and the Claim Form. If
13 Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the
14 Settlement but fail to submit a claim in accordance with the requirements and procedures specified
15 in the Notice and the claim form will be forever barred from receiving any such benefit, but will
16 in all other respects be subject to and bound by the provisions in the Settlement Agreement, the
17 Release included in the Settlement Agreement, and the Final Judgment.

18 **XII. TERMINATION OF THE SETTLEMENT**

19 This Order shall become null and void and shall be without prejudice to the rights of the
20 Parties, all of whom shall be restored to their respective positions existing immediately before this
21 Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in
22 accordance with the Settlement Agreement. In such event, the Settlement and Settlement
23 Agreement shall become null and void and be of no further force and effect, and neither the
24 Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall
25 be used or referred to for any purpose whatsoever.

26 **XIII. USE OF ORDER**

27 This Order shall be of no continuing force or effect if Final Judgment is not entered or there
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1 is no Effective Date (as defined in the Settlement Agreement). In no event, shall this Order be
2 construed, regarded, or used as an admission, concession, or declaration by or against Defendant
3 of any fault, wrongdoing, breach, or liability in connection with the Data Incident, indication that
4 there was any misuse of information resulting from the Data Incident, or the certifiability of any
5 class. Nor shall this Order be construed or used as an admission, concession, or declaration by or
6 against the Settlement Class Representatives or any other Settlement Class member that his or her
7 claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver
8 by any Party of any defense or claims he, she, or it may have in this litigation or in any other
9 lawsuit.

10 **XIV. STAY OF PROCEEDINGS**

11 Except as necessary to effectuate this Order, all proceedings and deadlines in this matter
12 are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment,
13 or until further order of this Court.

14 **XV. CONTINUANCE OF HEARING**

15 The Court reserves the right to adjourn or continue the Final Approval Hearing and related
16 deadlines without further written notice to the Class. If the Court alters any of those dates or times,
17 the revised dates and times shall be posted on the website maintained by the Claims Administrator.


18 **XVI. SUMMARY OF DEADLINES**

19 The preliminarily approved Settlement shall be administered according to its terms pending
20 the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order
21 include but are not limited to:

- 22 1. **Notice Deadline:** 20 days after entry of this Order
- 23 2. **Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs,**
24 **and Service Awards:** July 21, 2026
- 25 3. **Opt-Out and Objection Deadlines:** August 5, 2026
- 26 4. **Claim Submission Deadline:** August 20, 2026

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 26-2-04282-9 SEA
Case Title: MURRILLO ET AL VS OBI SEAFOODS LLC
Document Title: Order
Date Signed: 05/29/2026



Judge: Jennifer Petersen

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