

## SETTLEMENT AGREEMENT

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, Mariela Murrillo, Tara Hamlin, and Carly Dunn, individually and on behalf of the Settlement Class, and Defendant OBI Seafoods, LLC, as of the date of the last signature below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

### **I. Recitals**

1. Defendant is an Alaska shoreside seafood processor that produces canned salmon and fresh and frozen seafood at its processing plants in Alaska. It also maintains an administrative office in in Seattle, Washington.

2. Plaintiffs and Class Members are current and former employees of Defendant, its current or former vendors, and the dependents and beneficiaries of current or former employees or vendors.

3. On August 16, 2024, Defendant became aware of a security incident that it later determined impacted information related to 19,014 current and former employees and vendors of Defendant and/or its related entities. For current or former vendors of Defendant, their Taxpayer ID and/or Social Security number may have been compromised. For current and former employees, the Affected Information may have included their name, address, demographic information, Social Security number, date of birth, medical information, health insurance and claims information, government identifiers (e.g., driver's license), and bank account information. Additionally, information regarding current or former employees' beneficiaries may have been impacted if such information was provided to Defendant.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

4. On April 2, 2025, Plaintiff Murrillo filed the first class action lawsuit in the Western District of Washington, for the unlawful exposure of her and all similarly situated individuals' Affected Information, seeking money damages and injunctive relief. Case No. 2:25-cv-00588-LK [ECF No. 1]. Thereafter, on April 3, 2025, Plaintiff Dunn filed a class action with similar claims in King County Superior Court for the State of Washington, Case No. 25-2-10433-8 SEA, seeking to represent a putative class.

5. Thereafter, on April 7, 2025, Plaintiff Hamlin filed a class action with similar claims in the Western District of Washington, seeking to represent putative classes were filed. Case No. 2:25-cv-00618-LK [ECF No. 1].

6. On May 13, 2025, Plaintiffs filed a Motion to Consolidate Actions. Case No. 2:25-cv-00588 [ECF No. 10]. On May 14, 2025, United States Magistrate S. Kate Vaughan granted the motion to consolidate. [ECF No. 11]. Plaintiff Dunn voluntarily dismissed the King County action without prejudice.

7. On June 13, 2025, Plaintiffs filed their Consolidated Complaint seeking a nationwide class of those impacted in the Data Incident alleging claims for negligence, breach of implied contract, unjust enrichment, and statutory claims for violations of the Washington State Consumer Protection Act. [ECF No. 24].

8. On August 4, 2025, Defendant moved to dismiss the Complaint, asserting that Plaintiffs lack Article III standing and failed to state a claim on each of their causes of action. [ECF No. 32].

9. At that point, the Parties decided to conserve resources and explore resolution of the entire action. The Parties set a mediation with experienced class action mediator Steven Jaffe from Upchurch Watson White & Max. On September 17, 2025, the Parties filed a Joint Stipulated

Motion to Stay Proceedings. [ECF No. 33]. On September 18, 2025, District Judge Lauren King entered an order granting the stay. [ECF No. 34].

10. In advance of mediation, Plaintiffs requested and Defendant responded to informal discovery requests. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

11. Mediation occurred on November 12, 2025. After a full day of negotiations, the Parties agreed to the material terms of the Settlement to resolve all claims on a classwide basis. During the mediation, the Parties determined that jurisdiction was proper in state court.

12. Consequently, on November 19, 2025, Plaintiffs voluntarily dismissed the *Murillo et al* case without prejudice. Plaintiffs then filed the Action in this Court.

13. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to resolve all controversies and disputes arising out of or relating to the

allegations made in the Complaint and the Data Incident as it relates to it, to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

**II. Definitions**

14. “**Action**” means the above-captioned action, *Murrillo v. OBI Seafoods, LLC*, Case No. 26-2-04282-9 SEA (King Cnty. Super. Ct.).

15. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement between Plaintiffs and Defendant.

16. “**Application for Attorneys’ Fees and Costs**” means the application made with the Motion for Final Approval seeking attorneys’ fees and reimbursement for costs.

17. “**Cash Payment**” means the compensation paid to Settlement Class Members who submit a Claim for Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash.

18. “**Cash Payment A – Documented Losses**” means the compensation that Settlement Class Members with documented losses may elect under the Settlement.

19. “**Cash Payment B – Alternative Cash**” means the compensation that Settlement Class Members may select under the Settlement.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified as necessary, subject to the Parties’ approval

21. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

22. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

23. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

24. “**Class Counsel**” means Kaleigh N. Boyd of Tousley Brain Stephens PPL, Mariya Weekes of Milberg PLLC, and Danielle Perry of Mason LLP.

25. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members’ names and physical mailing addresses (if available).

26. “**Class Representatives**” means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

27. “**Complaint**” means the Consolidated Complaint filed on January 30, 2026.

28. “**Court**” means the King County Superior Court in the State of Washington, and the Judge(s) assigned to the Action.

29. “**Data Incident**” means the alleged incident that is the subject of the Complaint in which unauthorized third parties purportedly gained access to Defendant’s computer network.

30. “**Defendant**” or “**OBI**” means OBI Seafoods, LLC.

31. “**Defendant’s Counsel**” means Shook, Hardy & Bacon L.L.P.

32. “**Effective Date**” means the day after the entry of the Final Approval Order,

provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees and Costs.

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

37. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

38. “**Medical Data Monitoring**” means the CyEx Medical Shield Complete that Settlement Class Members will receive as a Settlement Class Member Benefit under the Settlement which will be paid by Defendant separate and apart from the Settlement Fund.

39. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and

Class Counsel shall file with the Court seeking Final Approval of the Settlement.

40. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

41. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs, any attorneys’ fees and costs, and Service Awards.

42. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for Preliminary Approval.

43. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

44. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

45. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

46. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

47. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

48. “**Plaintiffs**” means Mariela Murrillo, Tara Hamlin, and Carly Dunn.

49. “**Private Information**” means the information that may have been involved in the Data Incident and which may consist of some combination of the following: names, clinical and treatment information and medical provider name, Taxpayer ID and/or Social Security number address, demographic information, date of birth, medical information, health insurance and claims

information, government identifiers (e.g., driver's license), and bank account information.

50. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class members by mail.

51. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

52. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

53. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

54. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

55. “**Released Parties**” means Defendant and Defendant's past, present, and future direct and indirect parents, including without limitation Icicle Seafoods, Inc. and Ocean Beauty Seafoods, LLC, subsidiaries, divisions, departments, affiliates, predecessors, successors and

assigns, and any and all of their past, present, and future directors, officers, executives, employees, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement and may enforce the Agreement as if they were parties to the Agreement.

56. **"Releasing Parties"** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

57. **"Service Awards"** means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in the litigation, as set forth in XI.

58. **"Settlement Administrator"** means Simpluris.

59. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and the administration of the Settlement.

60. **"Settlement Class"** means all individuals residing in the United States who were sent notice of the Data Incident involving their Affected Information. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

61. **"Settlement Class Member"** means any member of the Settlement Class who has

not opted-out of the Settlement.

62. “**Settlement Class Member Benefit**” means the Cash Payment and/or Medical Data Monitoring, elected by Settlement Class Members.

63. “**Settlement Fund**” means the non-reversionary \$380,280.00 cash fund that Defendant has agreed to fund or cause to be funded under the terms of the Settlement pursuant to Section III. Excluded from the Settlement Fund is the cost of Medical Data Monitoring.

64. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees and Costs, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

65. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of

Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

66. Within 30 days of Preliminary Approval, Defendant shall fund or cause to be funded the Settlement Administration Costs. Within 30 days of Final Approval, Defendant shall fund or cause to be funded the remaining Settlement Fund. In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

67. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims except Medical Data Monitoring, which will be paid by Defendant separate and apart from the Settlement Fund; (2) all Settlement Administration Costs; and (3) any attorneys' fees and costs awarded by the Court.

68. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account

shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

**IV. Certification of the Settlement Class**

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Class Member Benefits**

70. To submit a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash. All Claimants who submit a Valid Claim will receive Medical Data Monitoring regardless of whether they elect Cash Payment A or Cash Payment B. The Settlement is designed to exhaust the Settlement Fund. The amount of the Net Settlement Fund remaining after all Cash Payment A Valid Claims are satisfied shall then be utilized to satisfy all Cash Payment B Valid Claims. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exceeds the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Cash Payment A, and then to all those who

elect Cash Payment B. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documented losses fairly traceable to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses related to fraud or identity theft. In addition, Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss fairly traceable to the Data Incident, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the

Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

**b. Cash Payment B – Alternative Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a pro rata Cash Payment in an amount to be calculated pursuant to Paragraph 70.

**c. Medical Data Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members who submit a Valid Claim will receive Medical Data Monitoring, which consists of one year of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**VI. Settlement Approval**

71. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Simpluris as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Kaleigh Boyd, Mariya Weekes and Danielle Perry as Class Counsel for

Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

## **VII. Settlement Administrator**

72. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

73. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

74. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests from Settlement Class Members, objections from Settlement Class Members, and Claim Forms;

- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all opt-out requests from the Settlement Class;
- h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- k. Ensure the issuance of the Medical Data Monitoring activation codes to all Settlement Class Members who submit a Valid Claim;
- l. Pay Court-approved attorneys' fees and costs out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Data Monitoring activation codes have been properly distributed.

**VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

75. Defendant will provide the Settlement Administrator with the Class List no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

76. Within 14 days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

77. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-Out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the

date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

78. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

79. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

80. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator For an objection to be

considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

81. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

82. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

83. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

#### **IX. Claim Process and Disbursement of Cash Payments**

84. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

85. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim

Form.

86. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

87. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

88. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

89. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

90. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The person submitting the Claim Form is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

91. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

92. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and

Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

93. The Settlement Administrator will provide information to Class Counsel and Defendant's Counsel regarding all approved claims, including all documentation to substantiate the claim upon request. Either Party may challenge the approval or denial of any claim. To resolve any challenges, the Parties shall meet and confer together with the Settlement Administrator. If the challenges are not withdrawn or resolved, the Settlement Administrator's decision will be upheld.

94. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

95. No later than 75 days after the Effective Date the Settlement Administrator shall distribute the Settlement Class Member Benefits.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

97. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

98. The Settlement Administrator will send an email to Settlement Class Members who submit a Valid Claim with information on how to enroll in the Medical Data Monitoring, including the activation code.

**X. Final Approval Order and Final Judgment**

99. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees and Costs, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees and Costs. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees and Costs, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

100. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees and Costs. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Attorneys' Fees, Costs and Service Awards**

101. *Service Awards* – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$2,500.00 each. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

102. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

103. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon Defendant and Class

Counsel have agreed to the following.

104. This Settlement is not contingent on approval of the request for attorneys' fees, costs and service awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

**XII. Disposition of Residual Funds**

105. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the Legal Foundation of Washington.

**XIII. Releases**

106. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

107. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is

executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

108. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

110. The power to enforce any term of this Settlement is not affected by the releases in this section.

#### **XIV. Termination of Settlement**

111. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final

Approval; and

d. The Effective Date has occurred.

112. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

113. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

114. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

**XV. Effect of Termination**

115. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be

retained and preserved.

116. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

117. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

118. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

119. This Agreement constitutes a compromise and settlement of disputed claims. No

action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

120. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

121. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

#### **XVII. Miscellaneous Provisions**

122. *Confidentiality.* To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any

objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

123. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

124. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

125. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

126. ***Obligation to Meet and Confer.*** Before filing any motion with the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

127. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

128. ***No Conflict Intended.*** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

129. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Washington, without regard to the principles thereof regarding choice of law.

130. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

131. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

132. **Notices.** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

**If to Plaintiffs or Class Counsel:**

Kaleigh N. Boyd  
**TOUSLEY BRAIN STEPHENS PLLC**

1200 Fifth Avenue, Suite 1700  
Seattle, Washington 98101

Mariya Weekes  
**Milberg, PLLC**  
333 SE 2nd Avenue  
Suite 2000  
Miami, FL, 33131

Danielle Perry  
**Mason LLP**  
5335 Wisconsin Avenue, NW  
Suite 640  
Washington, DC 20015

**If to Defendant or Defendant's Counsel:**

Jad Sheikali  
SHOOK, HARDY & BACON L.L.P.  
111 South Wacker Drive, Suite 4700  
Chicago, IL 60606

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

133. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

134. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

135. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose

behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. *Agreement Mutually Prepared.* Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

137. *Independent Investigation and Decision to Settle.* The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

138. *Receipt of Advice of Counsel.* Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

**PLAINTIFFS**

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MARIELA MURRILLO

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TARA HAMLIN

CARLY DUNN

**CLASS COUNSEL (On Behalf of the Plaintiffs and the Settlement Class)**

---

KALEIGH N. BOYD  
TOUSLEY BRAIN STEPHENS PLLC

---

MARIYA WEEKES  
MILBERG, PLLC

---

DANIELLE PERRY  
MASON LLP

**OBI SEAFOODS, LLC**

*Cora Campbell*  
Cora Campbell (Mar 21, 2020 11:33:26 PDT)

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By: Cora Campbell  
President & CEO for its Manager,  
Silver Bay Seafoods, LLC

**ORI SEAFOODS, LLC'S COUNSEL**

*Jad Sheikali*

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JAD SHEIKALI

**SHOOK HARDY & BACON LLP**







# OBI Settlement Agreement (Final)

Final Audit Report

2026-03-21

Created:	2026-03-21
By:	Katie Peterson (katie.peterson@silverbayseafoods.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAiNGP31uRUAsO5hw7V/bRPgEAOrcb9oH6

## "OBI Settlement Agreement (Final)" History

-  Document created by Katie Peterson (katie.peterson@silverbayseafoods.com)  
2026-03-21 - 2:43:09 AM GMT
-  Document emailed to cora.campbell@silverbayseafoods.com for signature  
2026-03-21 - 2:44:03 AM GMT
-  Email viewed by cora.campbell@silverbayseafoods.com  
2026-03-21 - 6:12:48 PM GMT
-  Signer cora.campbell@silverbayseafoods.com entered name at signing as Cora Campbell  
2026-03-21 - 6:13:24 PM GMT
-  Document e-signed by Cora Campbell (cora.campbell@silverbayseafoods.com)  
Signature Date: 2026-03-21 - 6:13:26 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-21 - 6:13:26 PM GMT

# Exhibit 1

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Murrillo v. OBI Seafoods, LLC**  
Case No. 26-2-04282-9 SEA  
Superior Court of King County, Washington  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

### GENERAL INSTRUCTIONS

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States who were sent notice of the Data Incident involving their Affected Information.”

**Excluded from the Settlement Class** are: (1) OBI and its officers, directors, and related companies; (2) governmental entities; and (3) the Judge in this case, and the Judge’s family and staff.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

### AVAILABLE BENEFITS

OBI will establish a Settlement Fund of \$380,280.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefits described below. The cost of Medical Data Monitoring will be paid separately by the Defendant.

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

### CASH BENEFIT OPTIONS

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 16, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Murrillo v. OBI Seafoods, LLC**  
Case No. 26-2-04282-9 SEA  
Superior Court of King County, Washington

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, including your bank or credit card issuer.

**Cash Payment B – Alternative Cash.** Instead of the benefits in *Cash Payment A*, you may claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims Cash Payment B.

You do not have to provide any proof or explanation to claim this payment

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OBI Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**



Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Murrillo v. OBI Seafoods, LLC**  
Case No. 26-2-04282-9 SEA  
Superior Court of King County, Washington  
**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

**IV. CASH PAYMENT B – ALTERNATIVE CASH**

- Check this box if you want to claim a one-time *pro rata* cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING CASH PAYMENT A – DOCUMENTED LOSSES.**

**V. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_
- Zelle**  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_
- Physical Check**  
Payment will be mailed to the address provided in Section 1.

**VI. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

# Exhibit 2

OSI Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9950

*Murrillo v. OSI Seafoods, LLC*  
Case No. 26-2-04282-9 SEA

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE AUGUST 2024  
OSI SEAFOODS, LLC, DATA INCIDENT, A  
PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS AND ENTITLE  
YOU TO BENEFITS AND A CASH PAYMENT.**

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

**THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.SETTLEMENTWEBSITE.COM](http://WWW.SETTLEMENTWEBSITE.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.**



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

«Barcode»

Postal Service: Please do not mark barcode

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**Why am I receiving this notice?**

A Settlement has been reached with OSI Seafoods, LLC ("OSI") in a class action lawsuit ("Settlement"). The case is about the August 2024 cyberattack on OSI's computers (the "Data Incident"). Files containing private information were accessed. OSI denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?**

The Court has defined the class as "All individuals residing in the United States who were sent notice of the Data Incident involving their Affected Information."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

**What are the Settlement benefits?**

You can claim one year of **Medical Data Monitoring** and one of two **Cash Payment** options.

**Cash Payment A:** If you have documented losses that have not been reimbursed by your bank, credit card issuer, or any other third party, you can get back up to **\$5,000**.

**Cash Payment B:** Instead of Cash Payment A, you can get a one-time *pro rata* cash payment.

Full details and instructions are available online.

**How do I receive a benefit?**

File all of your claims online. For a full paper Claim Form call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by **[Claims Deadline]**.

**What if I don't want to participate in the Settlement?**

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue OSI for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

**When will the Court approve the Settlement?**

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]** to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund, reimbursement of litigation expenses, and \$2,500 for each of the plaintiffs. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

# Exhibit 3

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Murrillo v. OBI Seafoods, LLC*  
Case No. 26-2-04282-9 SEA  
Superior Court of King County, Washington

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 OBI SEAFOODS, LLC, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with OBI Seafoods, LLC (“OBI” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on OBI’s computer systems that occurred in August 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; Taxpayer ID and/or Social Security number; address; demographic information; date of birth; medical information; health insurance and claims information; government identifiers (e.g., driver’s license); and bank account information.
- The lawsuit is called *Murrillo v. OBI Seafoods, LLC*, Case No. 26-2-04282-9 SEA. It is pending in the Superior Court of King County, Washington (the “Litigation”).
- OBI denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- OBI’s records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from OBI.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	_____, 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	_____, 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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WHO IS IN THE SETTLEMENT .....	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....	5
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## Basic Information

### 1. Why was this Notice issued?

The Superior Court of King County, Washington, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Murrillo v. OBI Seafoods, LLC*, Case No. 26-2-04282-9 SEA. It is pending in the Superior Court of King County, Washington. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, OBI Seafoods, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the August 2024 targeted cyberattack on OBI’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Taxpayer ID and/or Social Security number; address; demographic information; date of birth; medical information; health insurance and claims information; government identifiers (e.g., driver’s license); and bank account information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are Mariela Murrillo; Tara Hamlin; and Carly Dunn. Everyone included in this Action are the Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## Who is in the Settlement?

### **5. Who is included in the Settlement?**

The court has defined the Class this way: “All individuals residing in the United States who were sent notice of the Data Incident involving their Affected Information.”

### **6. Are there exceptions to being included?**

Yes. Excluded from the Class are: (1) OBI and its officers, directors, and related companies; (2) governmental entities; and (3) the Judge in this case, and the Judge’s family and staff.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OBI Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### **7. What does the Settlement provide?**

OBI will establish a Settlement Fund of \$380,280.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefits described below. The cost of Medical Data Monitoring will be paid separately by the Defendant.

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

### **CASH BENEFIT OPTIONS**

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 16, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, such as your bank, credit card issuer, or any other third party.

**Cash Payment B – Alternative Cash.** Instead of the benefits in *Cash Payment A*, you may claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claim Cash Payment B.

You do not have to provide any proof or explanation to claim this payment

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OBI Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against OBI about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

## 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

OBI Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

### **10. Are there any important Settlement payment deadlines?**

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

### **11. When will the Settlement benefits be issued?**

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## **The Lawyers Representing You**

### **12. Do I have a lawyer in the case?**

Yes, the Court has appointed attorneys Kaleigh N. Boyd of McNaull Ebel PLLC, Mariya Weekes of Milberg PLLC, and Danielle Perry of Mason & Perry LLP, to represent you and other Class Members (“Class Counsel”).

### **13. Should I get my own lawyer?**

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

### **14. How will Class Counsel be paid?**

Class Counsel will ask the court to approve up to one-third of the Settlement Fund as reasonable attorneys’ fees, plus reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

## **Excluding Yourself from the Settlement**

### **15. How do I opt out of the Settlement?**

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue OBI on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is [Opt-Out Deadline].

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Murrillo v. OBI Seafoods, LLC*, Case No. 26-2-04282-9 SEA, pending in the Superior Court of King County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

OBI Data Incident Settlement  
ATTN: Exclusion Request  
[PO Box Number]  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

## **Commenting on or Objecting to the Settlement**

### **16. How do I tell the Court if I do not like the Settlement?**

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Murrillo v. OBI Seafoods, LLC*, Case No. 26-2-04282-9 SEA, pending in the Superior Court of King County, Washington;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

<b>Clerk of the Court</b>	<b>Settlement Administrator</b>
Clerk of the Court [Court Address]	OBI Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
<b>Class Counsel</b>	<b>Counsel for Defendants</b>
Kaleigh N. Boyd <b>MCNAUL EBEL PLLC</b> 600 University Street, Suite 2700 Seattle, WA 98101  Mariya Weekes <b>Milberg, PLLC</b> 333 SE 2nd Avenue, Suite 2000 Miami, FL 33131  Danielle Perry <b>Mason LLP</b> 5335 Wisconsin Avenue, NW, Suite 640 Washington, DC 20015	Jad Sheikali <b>SHOOK, HARDY &amp; BACON L.L.P.</b> 111 South Wacker Drive, Suite 4700 Chicago, IL 60606

### 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on [**FA Hearing Date**] at [**Hearing Time**] **Pacific Time**, in Room [Court Room] of the Superior Court of King County, Washington, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

### **19. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## **If I Do Nothing**

### **20. What happens if I do nothing at all?**

If you do nothing, you will not receive a benefit from this Settlement, but you will still be bound by it.

You will also give up the rights described in **Question 8**.

## **Getting More Information**

### **21. How do I get more information?**

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OBI Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# Exhibit 4

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

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

Plaintiffs,

v.

OBI SEAFOODS, LLC,

Defendant.

Case No. Case No. 26-2-04282-9 SEA

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,  
CERTIFYING SETTLEMENT CLASS, AND  
DIRECTING NOTICE TO SETTLEMENT CLASS**

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

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

The parties, through their counsel, have entered into a Settlement Agreement and Release 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.<sup>1</sup>

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

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26  
27 <sup>1</sup> 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 the Settlement Class; (e) questions of law or fact common to Settlement Class Members  
2 predominate over any questions affecting only individual members; and (f) a class action and class  
3 settlement is superior to other methods available for a fair and efficient resolution of this case.

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

6 Plaintiffs Mariela Murrillo, Tara Hamlin, and Carly Dunn are hereby provisionally designated  
7 and appointed as the Settlement Class Representatives. The Court provisionally finds that the  
8 Settlement Class Representatives are similarly situated to absent Settlement Class Members, and  
9 therefore typical of the Class, and that they will be adequate Settlement Class 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 [**DATE: at least 90 days after entry of this**  
22 **Order**] in Courtroom \_\_\_ of the King County Superior Court, 516 Third Avenue, Seattle, WA  
23 98104, to determine, among other things, whether: (i) this matter should be finally certified as a  
24 class action for settlement purposes pursuant to Washington Superior Court Civil Rule 23; (ii) the  
25 Settlement should be finally approved as fair, reasonable, and adequate pursuant to Washington  
26 Superior Court Civil Rule 23; (iii) the action should be dismissed with prejudice pursuant to the  
27 Superior Court Civil Rule 23; (iii) the action should be dismissed with prejudice pursuant to the  
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1 terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the  
2 releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for  
3 an award of attorneys' fees, costs and expenses (the "Fee Request") should be approved; and (vi)  
4 the application of the Settlement Class Representatives for a Service Award (the "Service Award  
5 Request") should be approved.

6 Plaintiffs' motion for final approval of the Settlement, including their Application for  
7 Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court by **[DATE: 45 days  
8 prior to Final Approval Hearing]**. By no later than **[DATE: 7 days prior to Final Approval  
9 Hearing]**, the parties shall file responses, if any, to any objections, and any replies in support of  
10 final approval of the Settlement and/or the Service Award Request and Fee Request.

#### 11 **VI. ADMINISTRATION**

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

#### 17 **VII. NOTICE TO THE CLASS**

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

25 By **[DATE: 20 days after entry of this Order]**, the Notice Specialist and Claims  
26 Administrator shall commence the Notice Program, which shall be completed in the manner set  
27 forth in the Settlement Agreement.  
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**VIII. FINDINGS CONCERNING NOTICE**

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

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

**IX. EXCLUSION FROM CLASS**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **[DATE: 30 days prior to final approval hearing]**. The written notification must be personally signed by the Settlement Class member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than **[DATE: 21 days prior to final approval hearing]**. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the

1 terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not  
2 submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by  
3 all proceedings, orders, and judgments in this matter, including but not limited to the Release and  
4 the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members  
5 who have previously initiated or who subsequently initiate any litigation against any or all of the  
6 Released Parties relating to the claims and transactions released in the Settlement Agreement. All  
7 Class Members who submit valid and timely notices of exclusion from the Settlement Class shall  
8 not be entitled to receive any benefits of the Settlement.

9 **X. OBJECTIONS AND APPEARANCES**

10 A Settlement Class Member who complies with the requirements of this paragraph may  
11 object to the Settlement, the Service Award Request, or the Fee Request, and must do so no later  
12 than **[DATE: 30 days prior to final approval hearing]**.

13 No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other  
14 documents submitted by any Settlement Class Member shall be received and considered by the  
15 Court, unless the objection is (a) filed with the Court by the Objection Deadline; and (b) mailed  
16 first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, Defendants' Counsel, and the  
17 Settlement Administrator at the addresses listed in the Notice, and postmarked by no later than  
18 **[DATE: 30 days prior to final approval hearing]**, as specified in the Notice. For an objection to  
19 be considered by the court, the objection must also set forth:

- 20 a. The objector's full name, address, telephone number, and e-mail address (if any);  
21 b. all grounds for the objection, accompanied by any legal support for the objection  
22 known to the objector or objector's counsel;  
23 c. the number of times the objector has objected to a class action settlement within the  
24 five years preceding the date that the objector files the objection, the caption of each  
25 case in which the objector has made such objection, and a copy of any orders related  
26 to or ruling upon the objector's prior objections that were issued by the trial and  
27 appellate courts in each listed case;

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

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

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

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

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

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

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

22 **XII. TERMINATION OF THE SETTLEMENT**

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

3 **XIII. USE OF ORDER**

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

14 **XIV. STAY OF PROCEEDINGS**

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

18 **XV. CONTINUANCE OF HEARING**

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

22 **XVI. SUMMARY OF DEADLINES**

23 The preliminarily approved Settlement shall be administered according to its terms pending  
24 the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order  
25 include but are not limited to:  
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- 27 1. **Notice Deadline: DATE [20 days after entry of this Order]**

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2. **Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards: DATE [45 days prior to Final Approval Hearing]**
3. **Opt-Out and Objection Deadlines: DATE [30 days prior to Final Approval Hearing]**
4. **Claim Submission Deadline: DATE [15 days prior to Final Approval Hearing]**
5. **Responses (if any) to any Objections, and Replies (if any) in Support of Final Approval, Service Awards, and Fee Requests: DATE [7 days prior to Final Approval Hearing]**
6. **Final Approval Hearing: DATE [at least 90 days after entry of this Order]** before the undersigned in Courtroom \_\_\_ of the King County Superior Court, 516 Third Avenue, Seattle, WA 98104.

The dates set in this Order should be included as appropriate in the Notices to the Class.

IT IS SO ORDERED this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
HON.  
JUDGE, CIRCUIT COURT