FILED
2026 JUL 17 11:35 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-11500-3 SEA

The Honorable Patrick Oishi
Hearing Date: July 17, 2026
Hearing Time: 11:00am
With Oral Argument

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

EMERY | REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
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SAMUEL ZEWDY EMANO, MONTE SUNDREA HOLT, and SARAH RAINBOW CARDENAS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

PORT OF SEATTLE,

Defendant.

No. 25-2-11500-3 SEA

ORDER GRANTING PLAINTIFFS' FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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JOANN TRUSSELL, on behalf of herself and all others similarly situated, Plaintiff, v. THE PORT OF SEATTLE, a municipal corporation, Defendant.	No. 25-2-14413-5 SEA
TARA HAMLIN, on behalf of herself and all others similarly situated, Plaintiff, v. THE PORT OF SEATTLE, a municipal corporation, Defendant.	No. 25-2-14415-1 SEA

WHEREAS, the above-captioned class action is pending in this Court (the "Action");

WHEREAS, Plaintiffs Samuel Zewdy Ermeno, Monte Sundrea Holt, Sarah Rainbow Cardenas, Joann Trussell, Tara Hamlin, and David Beltran (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, and The Port of Seattle ("Port" or "Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the

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claims asserted against Defendant in the above-captioned action (the "Action") on the terms and conditions set forth in the Settlement Agreement, that was approved by this Court;

WHEREAS, the Court granted Plaintiffs' application for an order preliminarily approving the Settlement on February 23, 2026;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Washington Rules of Civil Procedure, for a Final Order approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, and appointing Angeion as the Settlement Administrator as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' Motion for Final Approval of Class Action Settlement, and the papers filed and arguments made in connection therewith; (b) Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, and the papers filed and arguments made in connection therewith; and (c) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, on July 17, 2026, the Court held a Final Fairness Hearing to determine whether the proposed settlement is fair, reasonable and adequate and whether judgment should be entered dismissing this Action with prejudice. Based on this review and the findings below, the Court finds good cause to grant the Motions.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including the Settlement Class.

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2. The Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Action, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

3. The Court grants final approval of the Settlement Agreement in full, including but not limited to the releases therein and the procedures for effecting the Settlement. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

4. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions in the Settlement Agreement.

OBJECTIONS AND REQUESTS FOR EXCLUSION

5. No objections to the settlement were submitted. All persons who did not object to the settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

6. Five class members have submitted a valid opt-out request and are therefore excluded from the settlement class.

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CERTIFICATION OF THE SETTLEMENT CLASS

7. Solely for purposes of the Settlement Agreement and this Final Approval and Order and Judgment, the Court hereby certifies the following Settlement Class:

> All Persons whose Private Information was compromised in the Data Security Incident publicly disclosed by the Port of Seattle in or around April 2025, including all those who were sent Notice. Class Members specifically exclude all persons who are directors or officers of Defendant, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

8. The Court incorporates its preliminary conclusions in the Preliminary Approval Order regarding the satisfaction of Rule 23 of the Washington Rules of Civil Procedure. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

9. The Court grants final approval to the appointment of Plaintiffs Samuel Zewdy Emano, Monte Sundrea Holt, Sarah Rainbow Cardenas, Joann Trussell, Tara Hamlin, and David Beltran as Class Representatives of the Settlement Class and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

10. The Court grants final approval to the appointment of M. Anderson Berry of Emery Reddy, PC, Kaleigh N. Boyd of McNaul Ebel PLLC, Gary M. Klinger of Milberg PLLC, and Jeff Ostrow of Kopelowitz Ostrow P.A. as Settlement Class Counsel. Class Counsel have fairly and adequately represented the Settlement Classes and shall continue to do so.

NOTICE TO THE CLASS

11. The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action,

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certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of due process in the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

ATTORNEYS' FEES AND COSTS, SERVICE AWARD

12. The Court awards Class Counsel $652,500.00 for attorneys' fees and $7,981.88, for reimbursement of costs and expenses. The Court finds this amount to be fair and reasonable. Payment shall be made pursuant to the procedures in ¶ 9.2 of the Settlement Agreement.

13. The Court awards Service Awards of $5,000 to each Class Representative. The Court finds that this amount is justified by their service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to ¶ 9.1 of the Settlement Agreement.

RELEASE

14. Each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. The full terms of the release described in this paragraph are set forth in ¶ 8.1 of the Settlement Agreement and are specifically approved and incorporated herein by this reference (the "Release"). Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding Opt-Outs, but including Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum in which any of the Released Claims is asserted.

OTHER PROVISIONS

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15. The Court directs the Parties and their counsel to implement and consummate the Settlement Agreement, and make available to Settlement Class Members the relief provided for therein, in accordance with the Settlement Agreement's terms and provisions.

16. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the Action.

17. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that any Released Person may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim pursuant to ¶ 8.1 of the Settlement Agreement.

18. If the Effective Date does not occur, the Settlement Agreement and this Order shall become void and have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement agreement that survive termination.

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19. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over this Action and the Parties with respect to interpretation, implementation, and enforcement of the Settlement Agreement for all purposes.

20. The Court hereby dismisses the Action in its entirety with prejudice, and without fees or costs except as otherwise provided for herein.

NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the Washington Rules of Civil Procedure.

IT IS SO ORDERED this 17th day of July, 2026.

Electronic signature attached
The Honorable Patrick Oishi
King County Superior Court Judge

Presented By:

By: /s/ M. Anderson Berry
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*Pro Hac Vice forthcoming

Counsel for Plaintiffs and the Settlement Class

CERTIFICATE OF SERVICE

I declare and say that I am a citizen of the United States and resident of the State of California, over the age of 18 years, not a party to the above-entitled action, and am competent to be a witness herein. My business address and telephone number are 600 Stewart Street, Suite 1100, Seattle, Washington 98101, telephone (916) 823-6955.

On June 18, 2026, I caused to be served the foregoing document on the individual named below via King County Portal E-Service:

Kaleigh N. Boyd, WSBA No. 52684 **MCNAUL EBEL PLLC** 1200 Fifth Avenue, Suite 1700 Seattle, Washington 98101 Telephone: (206) 682-5600 Email: kboyd@tousley.com Jeff Ostrow* **KOPELOWITZ OSTROW P.A.** 1 W. Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Telephone: (954) 525-4100 Email: ostrow@kolawyers.com Gary M. Klinger* John J. Nelson* **MILBERG PLLC** 402 W Broadway, Suite 1760 San Diego, CA 92101 Telephone: (858) 209-6941 jnelson@milberg.com *Counsel for Plaintiffs and the Settlement Class*	Aravind Swaminathan (WSBA No. 33883) **ORRICK, HERRINGTON & SUTCLIFFE LLP** aswaminathan@orrick.com 401 Union Street, Suite 3300 Seattle, WA 98101-2668 *Counsel for Defendant*

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

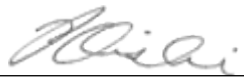
Executed this 18th day of July, 2026, at Sacramento, California.

/s/ Lori Martin
Lori Martin, Paralegal

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King County Superior Court
Judicial Electronic Signature Page

Case Number:	25-2-11500-3 SEA
Case Title:	EMANO ET AL VS PORT OF SEATTLE
Document Title:	Order
Date Signed:	07/17/2026



Judge: Patrick Oishi

Key/ID Number:	*393565927*
Page Count:	This document contains 11 page(s) plus this signature page.