

The Honorable Benjamin A. Santos III

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

SAMUEL ZEWDY EMANO, MONTE
SUNDREA HOLT, SARAH RAINBOW
CARDENAS, JOANN TRUSSELL, TARA
HAMLIN and DAVID BELTRAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

PORT OF SEATTLE,

Defendant.

Lead Case No. 25-2-11500-3 SEA

Consolidated Case Numbers:
25-2-14413-5 SEA
25-2-14415-1 SEA

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

This Settlement Agreement, dated December 22, 2025, is made and entered into by and among Plaintiffs Samuel Zewdy Emano, Monte Sundrea Holt, Sarah Rainbow Cardenas, Joann Trussell, Tara Hamlin, and David Beltran (“Plaintiffs”) and Port of Seattle (“Defendant” and together with Plaintiffs, “Settling Parties”), by and through their respective counsel. This Settlement Agreement (“Agreement”) is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.¹

RECITALS

WHEREAS, this consolidated action arises from the ransomware attack experienced by Defendant Port of Seattle (“the Port of Seattle”) from on or about August 23, 2024 through August 24, 2024, in which cybercriminals accessed and exfiltrated confidential Private Information belonging to approximately 147,785 Class Members including Plaintiffs;

WHEREAS, three lawsuits alleged that Plaintiffs’ and Class Members’ Private Information was accessed and stolen from the Port of Seattle’s computer network as a result of the Port of Seattle’s failure to implement and maintain necessary data security safeguards. Plaintiffs allege that the Port of Seattle’s unlawful conduct caused damages to Plaintiffs and Class Members, stemming from the invasion of their privacy and the theft of their Private Information.

WHEREAS, on June 2, 2025, the Court entered an Order consolidating *Emano, et al. v. Port of Seattle*, No. 25-2-11500-3 SEA, *Trussell v. The Port of Seattle*, No. 25-2-14413-5 SEA, and *Hamlin v. The Port of Seattle*, No. 25-2-14415-1 SEA, and on June 11, 2025, Plaintiffs filed their operative Consolidated Complaint;

WHEREAS, the operative Consolidated Complaint asserts claims against Defendant for Negligence, Breach of Implied Contract, Unjust Enrichment, Invasion of Privacy, and violations of the Washington Data Breach Notification Law (Wash. 42.56.590, *et seq.*), arising from the Data Security Incident (as such term is defined below);

¹ All capitalized terms in this paragraph and the recitals shall have the same meanings as those defined in Section 1 below.

1 WHEREAS, Defendant has denied and continues to deny: (a) each and every allegation and
2 all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been
3 asserted in this Litigation; (b) that the Plaintiffs in the Litigation, and the class they purport to
4 represent, have suffered any damage or harm; and (c) that the Litigation satisfies the requirements
5 to be tried as a class action under Washington law;

6 WHEREAS, without acknowledging or admitting any fault or liability on the part of the
7 Defendant, the Settling Parties have agreed to enter into this Agreement as a reasonable and
8 appropriate compromise of Plaintiffs' and Class Members' claims to put to rest all controversy and
9 to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that
10 would be involved in pursuing and defending this Action. This Agreement is for settlement
11 purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in
12 evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action
13 or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law,
14 or liability of any kind on the part of Defendant or admission by any of the Settling Parties of the
15 validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other
16 action, including Related Actions;

17 WHEREAS, the Settling Parties participated in good faith, arms-length settlement
18 discussions, which included a mediation held on June 13, 2025, with experienced and respected
19 mediator, Hon. Ronald B. Leighton (Ret.) of Washington Arbitration & Mediation Service, which
20 resulted in a mediator's proposal containing the basic terms of a settlement which the Settling
21 Parties each agreed to;

22 WHEREAS, Class Counsel conducted a thorough examination and evaluation of the
23 relevant law and facts to assess the merits of the claims to be resolved in this settlement and how
24 best to serve the interests of the putative class in the Litigation. Based on this investigation and the
25 negotiations described above, Class Counsel have concluded, taking into account the sharply
26 contested issues involved, the risks, uncertainty and cost of further pursuit of this Litigation, and
27 the benefits to be provided to the Settlement Class pursuant to this Agreement, that a settlement
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1 with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and in the best
2 interests of the putative class;

3 WHEREAS, this Settlement Agreement is intended to fully, finally, and forever resolve all
4 claims and causes of action asserted, or that could have been asserted based upon the facts alleged
5 in the Consolidated Complaint, against Defendant and the Released Persons, by and on behalf of
6 the Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any
7 other putative classes of individuals against Defendant originating, or that may originate, in
8 jurisdictions in the United States, reasonably related to the facts alleged in the Consolidated
9 Complaint.

10 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that,
11 subject to the approval of the Court as provided for in this Agreement, the Litigation and Released
12 Claims shall be fully and finally settled, compromised, and released, on the following terms and
13 conditions:

14 **I. DEFINITIONS**

15 As used in this Settlement Agreement, the following terms have the meanings specified
16 below:

17 1.1 “Action” or “Litigation” means the consolidated cases proceeding under the case
18 caption *Emano, et al. v. Port of Seattle*, No. 25-2-11500-3 SEA, pending before the Court as of the
19 date of this Agreement.

20 1.2 “Agreement” or “Settlement Agreement” means this agreement.

21 1.3 “Claims Administration” means the issuing of notice of this settlement to Class
22 Members and the processing and payment of claims received from Settlement Class Members by
23 the Claims Administrator.

24 1.4 “Claims Administrator” means Angeion Group, LLC, who is experienced in
25 administering class action claims generally and specifically those of the type provided for and made
26 in data breach litigation.

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1 1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid
2 claims submitted pursuant to ¶ 2 below. The Claims Deadline is ninety (90) days after the Notice
3 Commencement date.

4 1.6 “Claim Form” means the claim form to be used by Settlement Class Members to
5 submit a Settlement Claim, either through the mail or online through the Settlement Website,
6 substantially in the form as shown in **Exhibit A**.

7 1.7 “Claimant” means a Settlement Class Member who submits a Claim Form for a
8 Settlement Payment.

9 1.8 “Class Members” or “Settlement Class” means all persons whose Private
10 Information was compromised in the Data Security Incident publicly disclosed by Defendant in or
11 around April 2025, including all those who were sent Notice. Class Members specifically excludes
12 all persons who are directors or officers of Defendant, the Judge assigned to the Action, and that
13 Judge’s immediate family and Court staff. Class Members consist of approximately 147,785
14 individuals. These individuals constitute the “Settlement Class” solely for purposes of certifying a
15 settlement class in this Litigation.

16 1.9 “Consolidated Complaint” means the Consolidated Class Action Complaint filed in
17 the Litigation on or about June 11, 2025.

18 1.10 “Costs of Claims Administration” means all actual costs associated with or arising
19 from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all
20 Costs of Claims Administration subject to approval by Class Counsel.

21 1.11 “Court” means the Superior Court of the State of Washington, County of King.

22 1.12 “Data Security Incident” means the data security incident involving unauthorized
23 access to Defendant’s information systems between approximately August 23, 2024 and August
24 24, 2024, of which Defendant first began notifying Class Members of on or about April 2, 2025.

25 1.13 “Dispute Resolution” means the process for resolving disputed Settlement Claims
26 as set forth in this Agreement.

27 1.14 “Final” or “Effective Date” mean the occurrence of all of the following events:
28 (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court

1 has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek
2 permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed
3 in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which
4 such appeal may be taken, and such dismissal or affirmance has become no longer subject to further
5 appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees
6 award or service award made in this case shall not affect whether the Judgment is "Final" as defined
7 herein or any other aspect of the Judgment.

8 1.15 "Final Approval of the Settlement" means an order and judgment that the Court
9 enters and which finally approves the Settlement Agreement without material change to the Parties'
10 agreed-upon proposed final approval order and judgment.

11 1.16 "Judgment" means a judgment rendered by the Court.

12 1.17 "Long Notice" means the long form notice of settlement to be posted on the
13 Settlement Website, substantially in the form as shown in **Exhibit B**.

14 1.18 "Notice Commencement Date" means thirty (30) days after entry of the Preliminary
15 Approval Order.

16 1.19 "Notice Completion Date" means forty-five (45) days after entry of the Preliminary
17 Approval Order.

18 1.20 "Notice Program" means steps taken by the Claims Administrator to notify Class
19 Members of the settlement as set forth below.

20 1.21 "Objection Date" means the date by which Settlement Class Members must file with
21 the Court, with service to Proposed Lead Class Counsel for the Settling Parties, their objection to
22 the Settlement Agreement for that objection to be effective. The Objection Date is sixty (60) days
23 after the Notice Commencement Date.

24 1.22 "Opt-Out Date" means the date by which Class Members must mail their requests
25 to be excluded from the Settlement Class for that request to be effective. The postmark date shall
26 constitute evidence of the date of mailing for these purposes. The Opt-Out Date is sixty (60) days
27 after the Notice Commencement Date.
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1 1.23 “Person” means an individual, corporation, partnership, limited partnership, limited
2 liability company or partnership, association, joint stock company, estate, legal representative,
3 trust, unincorporated association, government or any political subdivision or agency thereof, and
4 any business or legal entity, and their respective spouses, heirs, predecessors, successors,
5 representatives, or assignees.

6 1.24 “Preliminary Approval Order” means the order preliminarily approving the
7 Settlement Agreement and ordering that notice be provided to Class Members substantially in the
8 form attached hereto as **Exhibit D**.

9 1.25 “Private Information” means information of members of the Settlement class that
10 may have been exposed in the Data Security Incident, which may include personally identifiable
11 information (“PII”) and protected health information (“PHI”).

12 1.26 “Proposed Settlement Class Counsel” and “Class Counsel” means M. Anderson
13 Berry of Emery Reddy, PC, Kaleigh N. Boyd of Tousley Brain Stephens PLLC, Gary M. Klinger
14 of Milberg Coleman Bryson Phillips Grossman, PLLC, and Jeff Ostrow of Kopelowitz Ostrow P.A.

15 1.27 “Related Entities” means Defendant, and its respective past or present officers,
16 directors, employees, servants, members, partners, principals, shareholders, owners, parents,
17 subsidiaries, divisions, departments, partnerships, and related or affiliated entities, and each of their
18 respective past or present predecessors, successors, directors, officers, employees, principals,
19 agents, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns,
20 transferees, trustees, insurers, and reinsurers, and includes, without limitation, any Person or
21 government (including but not limited to the State of Washington) related to any such entity who
22 is, was, or could have been named as a defendant in any of the actions comprising the Litigation. It
23 is expressly understood that to the extent a Released Party is not a party to the Agreement, all such
24 Released Parties are intended third-party beneficiaries of the Agreement.

25 1.28 “Related Actions” means any lawsuit, action, claim, demand, arbitration or other
26 legal proceeding brought by one or more Settlement Class Member against Defendant related to or
27 arising from the Data Security Incident.
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1 1.29 “Released Claims” shall collectively mean any and all past, present, and future
2 claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands,
3 charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or
4 liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated,
5 accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or
6 equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could
7 have been asserted, by any Settlement Class Member against any of the Released Persons
8 reasonably related to the operative facts alleged in or otherwise described by the Consolidated
9 Complaint. Released Claims shall not include the right of any Settlement Class Member or any of
10 the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement
11 and shall not include the claims of Class Members who have timely excluded themselves from this
12 Settlement using the protocol described herein.

13 1.30 “Released Persons” means Defendant and its Related Entities.

14 1.31 “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each
15 of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates,
16 successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the
17 entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating
18 Settlement Class Member has or had a controlling interest or that has or had a controlling interest
19 in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by
20 or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or
21 any other Settlement Class Member, and all those who claim through them or on their behalf, and
22 (v) the respective past and present directors, governors, executive-committee members, officers,
23 officials, employees, members, partners, principals, agents, attorneys, advisors, trustees,
24 administrators, fiduciaries, consultants, service providers, representatives, successors in interest,
25 assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all
26 of the above persons or entities identified in (i)-(iv).

27 1.32 “Settlement Benefits” means the following: (1) the non-reversionary cash fund that
28 shall be established by Defendant in the amount of One Million Three Hundred Fifty Thousand

1 Dollars (\$1,350,000.00); and (2) Defendant’s security hardening measures resulting from the
2 cybersecurity incidents at issue in this Action referenced in ¶ 2.5 which Plaintiffs estimate to be
3 valued at approximately Three Million Dollars (\$3,000,000.00), after the deduction of Settlement
4 Administrator expenses, fee award and service awards, and litigation costs. The “Total Economic
5 Benefits” provided for in this Settlement is therefore up to approximately \$4,350,000.00.

6 1.33 “Settlement Claim” means a claim for settlement benefits made under the terms of
7 this Settlement Agreement.

8 1.34 “Settlement Class Member(s)” means Class Members who do not timely and validly
9 opt-out of the Agreement by excluding themselves from this settlement proceeding using the
10 protocol described herein.

11 1.35 “Settlement Class Representatives” or “Representative Plaintiffs” means Samuel
12 Zewdy Emano, Monte Sundrea Holt, Sarah Rainbow Cardenas, Joann Trussell, Tara Hamlin, and
13 David Beltran.

14 1.36 “Settlement Fund” shall mean the \$1,350,000 non-reversionary common fund
15 established by Defendant pursuant to ¶ 2.1 of this Agreement.

16 1.37 “Settling Parties” means, collectively, Defendant and Plaintiffs, individually and on
17 behalf of the Settlement Class Members.

18 1.38 “Settlement Website” means a website, the URL for which to be mutually selected
19 by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement,
20 their rights, dates and deadlines and related information, as well as provide the Class Members with
21 the ability to submit a Settlement Claim online.

22 1.39 “Short Notice” means the short form notice of the proposed class action settlement,
23 substantially in the form as shown in **Exhibit C**. The Short Notice will direct recipients to the
24 Settlement Website and inform Class Members of, among other things, the Claims Deadline, the
25 Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing.

26 1.40 “Targeted Media Notice” means Notice of the Settlement to be provided to Class
27 Members through a combination of traditional media publications and digital social media to ensure
28 those for whom Defendant does not have email or mailing addresses are adequately notified.

1 1.41 “United States” as used in this Settlement Agreement includes all 50 states, the
2 District of Columbia, and all territories.

3 1.42 “Valid Claims” means Settlement Claims in an amount approved by the Claims
4 Administrator or found to be timely and valid through the claims processing and/or Dispute
5 Resolution process, or through the process for review and challenge set forth in the section entitled,
6 “Administration of Claims.”

7 **II. SETTLEMENT CLASS BENEFITS**

8 2.1 Settlement Fund. Defendant and/or its insurers shall create a non-reversionary
9 common fund of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) as consideration
10 for the releases obtained in this Settlement. Within fifteen (15) days of an order granting
11 preliminary approval of the Settlement or the Defendant’s receipt of all necessary payment
12 information and the Claim Administrator’s voice verification of the payment information,
13 whichever is later, Defendant will pay the amount designated by the Claims Administrator that is
14 necessary to fund notice to the Settlement Class and claims administration into a non-reversionary
15 cash settlement fund for the benefit of Settlement Class Members. The remainder of the \$1,350,000
16 (i.e. the amounts remaining to be paid after the initial payment) will be paid into the non-
17 reversionary cash settlement fund within fourteen (14) days after judgment granting Final Approval
18 of the Settlement, The Settlement Fund will be used to pay for: (i) Compensation for Out-of-Pocket
19 Losses (§ 2.3.1); (ii) Pro Rata Cash Payments (§ 2.3.3); (iii) Costs of Claims Administration (§
20 1.10); (iv) service awards (§ 9.1); and (v) attorney’s fees and litigation expenses (§ 9.2). If at any
21 time the Final Approval of the Settlement is reversed or set aside or vacated, all available funds
22 will be transferred back to the Port within 14 days.

23 2.2 The Claims Administrator shall provide an accounting of any and all funds in the
24 Settlement Fund, including any interest accrued thereon and payments made pursuant to this
25 Agreement, upon request of any of the Parties.

26 2.3 Cash Benefits. Defendant agrees to make available from the Settlement Fund the
27 below compensation to Settlement Class Members who submit valid and timely Claim Forms.
28 Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims

1 deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless
2 an inability to cure is apparent from the face of the claim, e.g., the Claimant is not a Class Member.

3 2.3.1 Compensation for Out-of-Pocket Losses. All Settlement Class Members
4 may submit a claim for documented out-of-pocket losses incurred as a direct result of the Data
5 Security Incident. Examples of the kind of documented out-of-pocket losses that may be claimed
6 include unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit
7 monitoring incurred between the time of the Data Security Incident and the time the claim is
8 submitted, postage, copying, scanning, faxing, mileage and other travel-related charges, parking,
9 notary charges, research charges, cell phone charges (only if charged by the minute), long distance
10 phone charges, data charges (only if charged based on the amount of data used), text message
11 charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of
12 which must be fairly traceable to the Data Security Incident and must not have been previously
13 reimbursed by a third party. Expenses must be attested to and supported by documentation
14 substantiating the full extent of the amount claimed; and

15 2.3.2 Settlement Class Members seeking reimbursement under ¶ 2.3.1 must
16 complete and submit to the Claims Administrator a Claim Form in a form substantially similar to
17 the one attached as **Exhibit A**, postmarked or submitted online on or before the Claims Deadline.
18 The notice to the Class Members will specify this deadline and other relevant dates described
19 herein. The Claim Form must be verified by the Settlement Class Member with a statement that his
20 or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall
21 not be required. Claims for Out-of-Pocket Losses must be attested to and supported by third party
22 documentation substantiating the full extent of the amount claimed. Failure to provide such
23 supporting documentation, as requested on the Claim Form, shall result in denial of a claim.
24 Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions
25 stated in ¶ 10.1.

26 2.3.3 Pro Rata Cash Fund Payments. All Settlement Class Members are eligible
27 to make a claim for a cash fund payment, regardless of whether they make a claim for Out-of-
28 Pocket Losses. The *pro rata* cash fund payments will evenly distribute the net amount of the

1 Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Notice and
2 Administration Expenses, and any Fee and Expenses Award, and Service Awards, to each
3 Settlement Class Member who submits a valid claim.

4 2.4 Residual Funds. In the event that there is any portion of the Settlement Fund that
5 remains after all of the above have been paid, the Parties shall meet and confer regarding the
6 appropriate use of such residual funds, including the possibility of using residual funds for
7 additional Settlement Class Member benefits, if practicable, or whether any such funds should be
8 distributed to the Legal Foundation of Washington consistent with CR 23(f). Given that the
9 intention is that the net amount of the Settlement Fund will be fully paid out to Settlement Class
10 Members claiming the Pro Rata Cash Fund Payments, it is anticipated that the only Residual Funds
11 will be from uncashed settlement checks or unnegotiated electronic payments.

12 2.5 Business Practice Enhancements, Including Monetary Investment into Data
13 Security. Defendant has implemented and maintained certain data security enhancements since the
14 Data Security Incident. Defendant agrees that such enhancements, intended to safeguard Private
15 Information in the Port of Seattle's possession from future cyberattacks, are a material benefit to
16 the Settlement Class and are included in the total Settlement Benefits. Defendant has undertaken
17 the cost and expense of implementing and maintaining such enhancements, which Plaintiffs
18 estimate to be valued at approximately \$3,000,000, separate and apart from the Settlement Fund.

19 2.6 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably
20 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant
21 has provided all information needed to complete the Claim Form, including any documentation
22 and/or attestation that may be necessary to reasonably support the Out-of-Pocket Losses described
23 in ¶ 2.3.1; and (3) the information submitted could lead a reasonable person to conclude that more
24 likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident.
25 The Claims Administrator may, at any time, request from the Claimant, in writing, additional
26 information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g.,
27 documentation requested on the Claim Form, information regarding the claimed losses, available
28 insurance and the status of any claims made for insurance benefits, and claims previously made for

1 identity theft and the resolution thereof). For any such Settlement Claims that the Claims
2 Administrator determines to be implausible, the Claims will be deemed invalid and submitted to
3 counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a
4 Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the
5 disposition of the claim.

6 2.6.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form
7 that is not accompanied by sufficient documentation to determine whether the claim is facially
8 valid, the Claims Administrator shall request additional information and give the Claimant thirty
9 (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will
10 be deemed invalid and there shall be no obligation to pay the claim.

11 2.6.2 Following receipt of additional information requested by the Claims
12 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser
13 amount, or reject each claim. If, after reviewing the claim and all documentation submitted by the
14 Claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be
15 paid, subject to the review and challenge process set forth in ¶ 10.1. If the claim is determined to
16 be invalid, then the Claims Administrator will submit it to counsel for the Settling Parties. If counsel
17 for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall
18 follow counsel's joint direction regarding the disposition of the claim.

19 2.6.3 Settlement Class Members shall have thirty (30) days from receipt of the
20 offer to accept or reject any offer of partial payment received from the Claims Administrator. If a
21 Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator
22 shall have fifteen (15) days to reconsider its initial adjustment amount and make a final
23 determination. If the Claimant approves the final determination, then the approved amount shall be
24 the amount to be paid. If the Claimant does not approve the final determination within thirty (30)
25 days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten
26 (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction
27 regarding the disposition of the claim.
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III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person or any Settling Party’s position on the issue of class certification or any other issue. The Settling Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

IV. NOTICE AND CLAIMS ADMINISTRATION

4.1 The Settling Parties selected Angeion Group, LLC (“Angeion”) to be the Claims Administrator, who will be charged with delivering sufficient notice (including direct notice) and administering the claims process. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the cost of notice, subject to approval by Class Counsel.

4.2 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made Valid Claims, subject to the individual caps on Settlement Class Member payments set forth in ¶ 2.3 above.

V. PRELIMINARY APPROVAL AND IMPLEMENTATION OF NOTICE PROGRAM

5.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendant shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in a form substantially similar to the one attached as **Exhibit D**, requesting, among other things:

- a) provisional certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;

- 1 b) preliminary approval of the Settlement Agreement as set forth herein;
- 2 c) appointment of Proposed Settlement Class Counsel as Settlement Class
- 3 Counsel;
- 4 d) appointment of Plaintiffs as Settlement Class Representatives;
- 5 e) approval of the Notice Program and Notices;
- 6 f) approval of the Claim Form and Claims process;
- 7 g) appointment of Angeion as the Settlement Administrator;
- 8 h) stay the Action pending Final Approval of the Settlement; and
- 9 i) schedule a Final Approval Hearing for a time and date mutually convenient
- 10 for the Court, Class Counsel, and Defendant’s Counsel.

11 The Short Notice, Long Notice, and Claim Form will be reviewed and approved by the Claims
12 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the
13 Court for approval.

14 5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing
15 notice to Class Members in accordance with the Preliminary Approval Order. Service Awards to
16 Class Representatives and attorneys’ fees, costs, and expenses of Settlement Class Counsel, as
17 approved by the Court, shall be paid by the Claims Administrator, from the Settlement Fund, as set
18 forth in ¶ 9.3 below.

19 5.3 The direct Notice and Targeted Media Notice shall be provided to Class Members
20 by the Claims Administrator as follows:

21 5.3.1 Class Member Information: No later than fourteen (14) days after entry of
22 the Preliminary Approval Order, Defendant shall provide the Claims Administrator with the name,
23 last known physical address, and/or email address of each Class Member to the extent known
24 (collectively, “Class Member Information”). The Class Member Information and its contents shall
25 be used by the Claims Administrator solely for the purpose of performing its obligations pursuant
26 to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims
27 Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise,
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1 the Class Member Information, except to administer the settlement as provided in this Settlement
2 Agreement, or provide all data and information in its possession to the Settling Parties upon request.

3 5.3.2 Settlement Website: Prior to the Notice Commencement Date, the Claims
4 Administrator shall establish the Settlement Website that will inform Class Members of the terms
5 of this Settlement Agreement, their rights, dates and deadlines and related information. The
6 Settlement Website shall include, in .pdf format and available for download, the following: (i) the
7 Long Notice; (ii) the Short Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v)
8 this Settlement Agreement; (vi) the Consolidated Complaint; and (vii) any other materials agreed
9 upon by the Parties and/or required by the Court. The notice and claim materials will also be
10 available in Spanish on the Settlement Website. The Settlement Website shall provide Class
11 Members with the ability to complete and submit the Claim Form electronically.

12 5.3.3 Short Notice: Within thirty (30) days after the entry of the Preliminary
13 Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval
14 Order, the Claims Administrator will directly provide notice to Class Members for whom it has
15 Class Member Information as follows:

16 a) Via U.S. mail and/or email to all Class Members for whom Defendant has
17 an email address or mailing address. Before any mailing under this
18 paragraph occurs, the Claims Administrator shall run the postal addresses of
19 Class Members through the United States Postal Service (“USPS”) National
20 Change of Address database to update any change of address on file with the
21 USPS;

22 i. In the event that a mailed Short Notice is returned to the Claims
23 Administrator by the USPS because the address of the recipient
24 is no longer valid and the envelope contains a forwarding
25 address, the Claims Administrator shall re-send the Short Notice
26 to the forwarding address within seven (7) days of receiving the
27 returned Short Notice;
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ii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period.

c) Mailing the Short Notice shall be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order (the “Notice Completion Date”).

5.3.4 A toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request.

5.3.5 In addition to the direct notice efforts via mail and/or email, the Claims Administrator shall also issue the Targeted Media Notice no later than the Notice Completion Date, or such other time as may be ordered by the Court. The Targeted Media Notice will be disseminated in accordance with the notice plan as described in the Declaration of the Claims Administrator

1 detailing the Notice Plan which will be filed with the Court in support of Preliminary Approval of
2 this Settlement Agreement.

3 5.4 Contemporaneously with seeking Final Approval of the Settlement, Proposed
4 Settlement Class Counsel and Defendant shall cause to be filed with the Court an appropriate
5 affidavit or declaration with respect to complying with this provision of notice.

6 5.5 The Short Notice, Long Notice, and other applicable communications to the
7 Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and
8 agreement with the Settling Parties, as may be reasonable and consistent with the Court's
9 Preliminary Approval Order. The Notice Program shall commence within thirty (30) days after
10 entry of the Preliminary Approval Order (the "Notice Commencement Date") and shall be
11 substantially completed within forty-five (45) days after entry of the Preliminary Approval Order
12 (the "Notice Completion Date").

13 5.6 Proposed Settlement Class Counsel and Defendant's counsel shall request that after
14 the Notice Program is completed, and the time to file claims has expired, the Court hold a hearing
15 (which may be held remotely) (the "Final Fairness Hearing") and grant final approval of the
16 settlement set forth herein.

17 **VI. OPT-OUT PROCEDURES**

18 6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and
19 timely submit written notice of such intent to the designated Post Office Box established by the
20 Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the
21 Settlement Class and contain the name, address, telephone number, and email address (if any). To
22 be effective, written notice must be postmarked by the Opt-Out Date.

23 6.2 Persons who submit valid and timely notices of their intent to opt-out of the
24 Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-Outs," shall not receive any
25 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within
26 the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set
27 forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and
28 Judgment entered thereon.

1 6.3 Within ten (10) days after the Opt-Out Date as approved by the Court, if there have
2 been more than 250 valid Opt-Outs, Defendant may, by notifying Settlement Class Counsel and
3 the Court in writing, within five (5) business days from the date the Claims Administrator provides
4 written notice to Defendant of the number of Opt-Outs, void this Settlement Agreement. If
5 Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement
6 expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed
7 Settlement Class Counsel and Service Awards and shall not, at any time, seek recovery of same
8 from any other party to the Litigation or from counsel to any other party to the Litigation.

9 **VII. OBJECTION PROCEDURES**

10 7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
11 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:
12 (i) the objector's full name and address; (ii) the case name and docket number – *Emano, et al. v.*
13 *Port of Seattle*, No. 25-2-11500-3 SEA (Washington State Superior Court for King County);
14 (iii) information identifying the objector as a Settlement Class Member, including proof that the
15 objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of
16 original notice of the Data Security Incident, or a statement explaining why the objector believes
17 he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection,
18 accompanied by any legal support for the objection the objector believes applicable; (v) the identity
19 of any and all counsel representing the objector in connection with the objection; (vi) a statement
20 whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
21 the objector's signature. To be timely, written notice of an objection that substantially complies
22 with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than the Objection Date, to the
23 address designated by the Claims Administrator. For all objections mailed to the Claims
24 Administrator, Proposed Settlement Class Counsel will file them with the Court with the Motion
25 for Final Approval of Settlement.

26 7.2 Although the Court's stated policy is to hear from any class member who attends
27 the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the
28 Parties reserve the right to challenge the objection of any Settlement Class Member who fails to

1 comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all
2 rights he or she may have to appear separately and/or to object to the Settlement Agreement, and
3 assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement
4 and by all proceedings, orders and judgments in the Litigation. The exclusive means for any
5 challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting
6 the foregoing, any challenge to the Settlement Agreement, the Final Approval of the Settlement, or
7 the Judgment to be entered upon final approval shall be pursuant to appeal under the Washington
8 State Court Rules of Appellate Procedure and not through a collateral attack.

9 **VIII. RELEASES**

10 8.1 Upon the Effective Date, the Releasing Parties shall be deemed to have, and by
11 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
12 discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent
13 permitted by law, each Settlement Class Member, excluding Opt-Outs, but including Plaintiffs,
14 shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined
15 from commencing, prosecuting, or participating in any recovery in any action in this or any other
16 forum (other than participation in this Settlement Agreement as provided herein) in which any of
17 the Released Claims is asserted.

18 8.2 With respect to the Released Claims, Plaintiffs and Settlement Class Members
19 expressly understand and acknowledge it is possible that unknown economic losses or claims exist
20 or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement
21 Class Members explicitly took that into account in entering into this Agreement, and a portion of
22 the consideration contained herein, having been bargained for between Plaintiffs and Defendant
23 with the knowledge of the possibility of such unknown claims for economic loss, were given in
24 exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs
25 and the Settlement Class Members shall be deemed to have, and by operation of the Settlement
26 shall have, expressly waived and relinquished, to the fullest extent by law, the provisions, rights
27 and benefits of Section 1542 of the California Civil Code (or any other similar provision under
28 federal, state or local law to the extent any such provision is applicable), which reads:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
4 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
5 SETTLEMENT WITH THE DEBTOR.

6 The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by
7 operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of
8 the Agreement.

9 8.3 Upon sixty (60) days after the Effective Date, Defendant shall be deemed to have,
10 and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
11 discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed
12 Settlement Class Counsel, of all claims based upon the institution, prosecution, assertion,
13 settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the
14 Settlement Agreement. Any other claims or defenses Defendant may have against the Settlement
15 Class Representatives, the Settlement Class Members, and the Proposed Settlement Class Counsel
16 including, without limitation, any claims based upon any retail, banking, debtor-creditor,
17 contractual, or other business relationship with such Persons not based on the institution,
18 prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are
19 specifically preserved and shall not be affected by the preceding sentence.

20 8.4 Notwithstanding any term herein, neither Defendant nor the Related Entities shall
21 have or shall be deemed to have released, relinquished or discharged any claim or defense against
22 any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and
23 Proposed Settlement Class Counsel.

24 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

25 9.1 After an agreement had been reached as to the essential terms of a settlement (i.e.,
26 Settlement Class benefits), the Parties negotiated the amount of a service award to the
27 Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs shall seek, and
28 Defendant agrees to pay out of the Settlement Fund, a \$5,000 service award to each Representative
Plaintiff. The Claims Administrator shall, from the Settlement Fund, pay the service awards
approved by the Court up to the agreed maximum.

1 9.2 Plaintiffs shall seek an award of attorneys' fees not to exceed fifteen percent of the
2 Settlement Benefits or \$652,500. Plaintiffs shall also seek reimbursement for reasonable out-of-
3 pocket costs and expenses, in an amount not to exceed \$50,000. The Claims Administrator shall,
4 from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court up to
5 the agreed maximum.

6 9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards
7 and attorneys' fees and expenses awarded by the Court to Settlement Class Counsel within fourteen
8 (14) days after the Effective Date. The attorneys' fees and expenses award will be allocated among
9 Plaintiffs' Counsel. Proposed Settlement Class Counsel shall have the sole discretion to make the
10 fee allocations. Defendant bears no responsibility or liability relating to the allocation of the
11 attorneys' fees and expenses among Plaintiffs' Counsel.

12 9.4 The finality or effectiveness of the Settlement Agreement shall not depend upon the
13 Court awarding any particular attorneys' fees and expenses award or service award. No order of
14 the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s)
15 of any attorneys' fees and expenses, and/or service awards ordered by the Court to Proposed
16 Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or
17 constitute grounds for cancellation or termination of this Settlement Agreement.

18 **X. ADMINISTRATION OF CLAIMS**

19 10.1 The Claims Administrator shall administer and calculate the claims submitted by
20 Settlement Class Members under ¶¶ 2.3.1 and 2.3.3. Proposed Settlement Class Counsel and
21 counsel for Defendant shall be given reports as to both claims and distribution, and have the right
22 to challenge the claims and distribution set forth in the reports, including by requesting and
23 receiving, for any approved claim, the name of the Settlement Class Member, a description of the
24 approved claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting
25 documentation submitted. If counsel for the Settling Parties agree that any such claim is improper,
26 the Claims Administrator shall follow counsel's joint direction regarding the disposition of the
27 claim. If the Settling Parties cannot agree on the disposition of a claim, the Settling Parties, upon
28 the election of either Settling Party, will submit the claim for disposition to a jointly agreed upon

1 impartial third-party claim referee for determination. The Claims Administrator’s determination of
2 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review
3 and challenge and the Dispute Resolution process set forth in ¶ 2.6. All claims agreed to be paid in
4 full by Defendant shall be deemed Valid Claims.

5 10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments
6 shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days
7 of the date that the claim is approved, whichever is later.

8 10.3 All Settlement Class Members who fail to timely submit a claim for any benefits
9 hereunder within the time frames set forth herein, or such other period as may be ordered by the
10 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits
11 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,
12 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

13 10.4 No Person shall have any claim against the Claims Administrator, Defendant,
14 Proposed Settlement Class Counsel, Proposed Class Representatives, and/or Defendant’s counsel
15 based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

16 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
17 **CANCELLATION, OR TERMINATION**

18 11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all
19 of the following events:

- 20 a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;
- 21 b) The Court has entered the Judgment granting final approval to the settlement
22 as set forth herein; and
- 23 c) Judgment has become Final, as defined in ¶ 1.14.

24 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date
25 does not occur, the Settlement Agreement shall be terminated unless Proposed Settlement Class
26 Counsel and Defendant’s counsel mutually agree in writing to proceed with the Settlement
27 Agreement.

1 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall
2 furnish to Proposed Settlement Class Counsel and to Defendant’s counsel a complete list of all
3 timely and valid requests for exclusion (the “Opt-Out List”).

4 11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not
5 approved by the Court or the settlement set forth in this Settlement Agreement is terminated in
6 accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in
7 the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended
8 by the Court so as to avoid prejudice to any Settling Party or Settling Party’s counsel, and (b) the
9 terms and provisions of the Settlement Agreement shall have no further force and effect and shall
10 not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order
11 entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as
12 vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the
13 contrary, no order of the Court or modification or reversal on appeal of any order reducing the
14 amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for
15 cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement
16 in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already
17 billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute
18 Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other
19 party to the Litigation or from counsel to any other party to the Litigation. In the event any of the
20 releases or definitions set forth in ¶¶ 1.26, 1.27, 1.28, 1.29, 8.1, or 8.2 are not approved by the Court
21 as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this
22 paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class
23 Counsel and Defendant’s counsel mutually agree in writing to proceed with the Settlement
24 Agreement.

25 11.5 Prior to the Effective Date, Class Counsel may amend the Consolidated Complaint
26 to include additional Representative Plaintiffs.

1 **XII. MISCELLANEOUS PROVISIONS**

2 12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
3 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
4 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts
5 to accomplish the terms and conditions of this Settlement Agreement.

6 12.2 The Settling Parties intend this settlement to be a final and complete resolution of
7 all disputes between them with respect to the Litigation. The settlement comprises claims that are
8 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim
9 or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the
10 Settling Parties, and reflects a settlement that was reached voluntarily after consultation with
11 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party
12 determines to be appropriate, any contention made in any public forum that the Litigation was
13 brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have
14 any liability to any other Party as it relates to the Litigation, except as set forth herein.

15 12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
16 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
17 settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
18 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the
19 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
20 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative
21 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may
22 file the Settlement Agreement and/or the Judgment in any action that may be brought against them
23 or any of them in order to support a defense or counterclaim based on principles of *res judicata*,
24 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of
25 claim preclusion or issue preclusion or similar defense or counterclaim.

26 12.4 The Settlement Agreement may be amended or modified only by a written
27 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
28

1 12.5 This Settlement Agreement contains the entire understanding between Defendant
2 and Plaintiffs individually and on behalf of the Settlement Class Members regarding the Litigation
3 settlement and this Agreement, and this Agreement supersedes all previous negotiations,
4 agreements, commitments, understandings, and writings between Defendant and Plaintiffs,
5 including between counsel for Defendant and Proposed Settlement Class Counsel, in connection
6 with the Litigation settlement and this Agreement. Except as otherwise provided herein, each party
7 shall bear its own costs.

8 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
9 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the
10 Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also is expressly
11 authorized to enter into any modifications or amendments to the Settlement Agreement on behalf
12 of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement
13 Agreement and to ensure fairness to the Settlement Class.

14 12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any
15 party hereto hereby warrants that such Person has the full authority to do so.

16 12.8 The Settlement Agreement may be executed in one or more counterparts. All
17 executed counterparts and each of them shall be deemed to be one and the same instrument.

18 12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
19 successors and assigns of the parties hereto.

20 12.10 The Court shall retain jurisdiction with respect to implementation and enforcement
21 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the
22 Court for purposes of implementing and enforcing the settlement embodied in the Settlement
23 Agreement.

24 12.11 All dollar amounts are in United States dollars (USD).

25 12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any
26 Settlement Class Member's right to receive monetary settlement benefits. All settlement checks
27 shall be void ninety (90) days after issuance and shall bear the language: "This check must be
28 cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement


1 Class Member shall have until six months after the Effective Date to request re-issuance. If no
2 request for re-issuance is made within this period, the Settlement Class Member will have failed to
3 meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class
4 Member's right to receive monetary relief shall be extinguished, and Defendant shall have no
5 obligation to make payments to the Settlement Class Member under ¶¶ 2.3.1 and/or 2.3.3 or any
6 other type of monetary relief. The same provisions shall apply to any re-issued check. For any
7 checks that are issued or re-issued for any reason more than one hundred eighty (180) days from
8 the Effective Date, requests for further re-issuance will not be honored after such checks become
9 void.

10 12.13 All agreements made and orders entered during the course of the Litigation relating
11 to the confidentiality of information shall survive this Settlement Agreement.

12 12.14 It is hereby agreed and understood that Settling Parties shall not, directly or
13 indirectly, by word or by deed, disparage the name, reputation, character, services or products of
14 the other Parties or make or solicit any comments, statements or the like to the media or other third
15 parties that would reasonably be considered to be derogatory or detrimental to the good name or
16 business reputation of any other Party.


17 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be
18 executed.

19
20 **EMERY REDDY, PLLC**

21 /s/ 
22 M. Anderson Berry WSBA No. 63160
23 Timothy W. Emery, WSBA No. 34078
24 600 Stewart Street, Suite 1100
25 Seattle, WA 98101
26 Telephone: 916-823-6955
27 anderson@emeryreddy.com
28 emeryt@emeryreddy.com

26 /s/ _____
27 Cecily C. Jordan, WSBA No. 50061
28 **TOUSLEY BRAIN STEPHENS PLLC**
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101

**ORRICK, HERRINGTON & SUTCLIFFE
LLP**

/s/ 
Aravind Swaminathan (WSBA No. 33883)
aswaminathan@orrick.com
401 Union Street, Suite 3300 Seattle, WA 98101-2668
Telephone: +1 206 839 4300
Facsimile: +1 206 839 4301

Attorneys for Defendant

[Add Plaintiffs and Defendant.]

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2 request for re-issuance is made within this period, the Settlement Class Member will have failed to
3 meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class
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5 obligation to make payments to the Settlement Class Member under ¶¶ 2.3.1 and/or 2.3.3 or any
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24 600 Stewart Street, Suite 1100
25 Seattle, WA 98101
26 Telephone: 916-823-6955
27 anderson@emeryreddy.com
28 emeryt@emeryreddy.com

/s/ Cecily C. Jordan
Cecily C. Jordan, WSBA No. 50061
TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101

**ORRICK, HERRINGTON & SUTCLIFFE
LLP**

/s/ Aravind Swaminathan
Aravind Swaminathan (WSBA No. 33883)
aswaminathan@orrick.com
401 Union Street, Suite 3300 Seattle, WA 98
101-2668 Telephone: +1 206 839 4300
Facsimile: +1 206 839 4301
Attorney for Defendant

S. P. Metruck
Stephen P. Metruck, Executive Director
Port of Seattle
Defendant

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 s/ Gary M. Klinger

4 Gary M. Klinger
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 227 W. Monroe Street, Suite 2100
8 Chicago, Illinois 60606
9 Telephone: (866) 252-0878
10 gklinger@milberg.com

11 s/
12 Jeff Ostrow

13 **KOPELOWITZ OSTROW P.A.**
14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano

21 *Plaintiff*

22 s/
23 Monte Sundrea Holt

24 *Plaintiff*

25 s/
26 Sarah Rainbow Cardenas

27 *Plaintiff*

28 s/
29 Joann Trussell

30 *Plaintiff*

31 s/  (Dec 30, 2025 09:10:09 PST)
32 Tara Hamlin

33 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 /s/
4 Gary M. Klinger
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 227 W. Monroe Street, Suite 2100
8 Chicago, Illinois 60606
9 Telephone: (866) 252-0878
10 gklinger@milberg.com

11 s/ Jeff Ostrow
12 Jeff Ostrow
13 **KOPELOWITZ OSTROW P.A.**
14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano

21 *Plaintiff*

22 s/
23 Monte Sundrea Holt

24 *Plaintiff*

25 s/
26 Sarah Rainbow Cardenas

27 *Plaintiff*

28 s/
29 Joann Trussell

30 *Plaintiff*

31 s/
32 Tara Hamlin


33 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 /s/
4 Gary M. Klinger
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 227 W. Monroe Street, Suite 2100
8 Chicago, Illinois 60606
9 Telephone: (866) 252-0878
10 gklinger@milberg.com

11 s/
12 Jeff Ostrow
13 **KOPELOWITZ OSTROW P.A.**
14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/ 
20 Samuel Zewdy Emano (Dec 23, 2025 11:42:18 PST)
21 Samuel Zewdy Emano

22 *Plaintiff*

23 s/
24 Monte Sundrea Holt

25 *Plaintiff*

26 s/
27 Sarah Rainbow Cardenas

28 *Plaintiff*

29 s/
30 Joann Trussell

31 *Plaintiff*

32 s/
33 Tara Hamlin

34 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com


3 /s/
4 Gary M. Klinger
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 227 W. Monroe Street, Suite 2100
8 Chicago, Illinois 60606
9 Telephone: (866) 252-0878
10 gklinger@milberg.com

11 s/
12 Jeff Ostrow
13 **KOPELOWITZ OSTROW P.A.**
14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano

21 *Plaintiff*

22 
23 Monte Holt (Dec 24, 2025 20:08:46 PST)
24 Monte Sundrea Holt

25 *Plaintiff*

26 s/
27 Sarah Rainbow Cardenas

28 *Plaintiff*

29 s/
30 Joann Trussell

31 *Plaintiff*

32 s/
33 Tara Hamlin

34 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 /s/
4 Gary M. Klinger
5 **MILBERG COLEMAN BRYSON**
6 **PHILLIPS GROSSMAN, PLLC**
7 227 W. Monroe Street, Suite 2100
8 Chicago, Illinois 60606
9 Telephone: (866) 252-0878
10 gklinger@milberg.com

11 s/
12 Jeff Ostrow
13 **KOPELOWITZ OSTROW P.A.**
14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano

21 *Plaintiff*

22 s/
23 Monte Sundrea Holt

24 *Plaintiff*

25 s/ *Sarah Cardenas*
26 Sarah Cardenas (Dec 30, 2025 15:17:44 CST)
27 Sarah Rainbow Cardenas

28 *Plaintiff*

29 s/
30 Joann Trussell

31 *Plaintiff*

32 s/
33 Tara Hamlin

34 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 /s/
4 Gary M. Klinger
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14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
16 Telephone: (954) 525-4100
17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano


21 *Plaintiff*

22 s/
23 Monte Sundrea Holt

24 *Plaintiff*

25 s/
26 Sarah Rainbow Cardenas

27 *Plaintiff*

28  s/ Joann Trussell (Dec 23, 2025 11:11:16 PST)
29 Joann Trussell

30 *Plaintiff*

31 s/
32 Tara Hamlin

33 *Plaintiff*

1 Telephone: (206) 682-5600
2 Email: cjordan@tousley.com

3 /s/
4 Gary M. Klinger
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6 **PHILLIPS GROSSMAN, PLLC**
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14 1 W. Las Olas Blvd., Suite 500
15 Fort Lauderdale, Florida 33301
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17 Email: ostrow@kolawyers.com

18 *Attorneys for Plaintiffs and the Settlement Class*

19 s/
20 Samuel Zewdy Emano

21 *Plaintiff*

22 s/
23 Monte Sundrea Holt

24 *Plaintiff*

25 s/
26 Sarah Rainbow Cardenas

27 *Plaintiff*

28 s/
29 Joann Trussell

30 *Plaintiff*

31 s/ 
32 Tara Hamlin

33 *Plaintiff*

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s/ 

David Beltran

Plaintiff

EXHIBIT A

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and section 2.3 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefits.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

To make a claim for out-of-pocket losses that you incurred as a result of the Data Security Incident, please check the box indicating that you would like to make a claim. Please be sure to fill in the total amount that you are claiming and to attach documentation of the charges as described in bold type. If you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish.

If, after the settlement is approved and after paying all other expenses and benefits, there remain any funds in the Settlement Fund, those funds will be distributed on a *pro rata* basis to all those who timely submitted this claim form and indicated that they would like to receive a *pro rata* cash payment. You may make a claim for either or both documented out-of-pocket losses and the *pro rata* cash payment.

A. COMPENSATION FOR OUT-OF-POCKET LOSSES

I wish to make a claim for out-of-pocket losses incurred as a result of the Data Security Incident. I understand I must provide a description of the charges to be reimbursed and that I can make a claim for either or both reimbursement for documented out-of-pocket losses and/or the *pro rata* cash payment.

You must provide supporting documentation. Examples - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between August 4, 2024, and **[ENTER DATE FOR CLAIMS DEADLINE]**.

Total amount for this category: \$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it is related to the Data Security Incident)
	\$ Date:	_____
	\$ Date:	_____
	\$ Date:	_____
	\$ Date:	_____
	\$ Date:	_____

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	Date:	_____

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending the documentation.

B. PRO RATA CASH FUND PAYMENTS

I wish to make a claim for the *pro rata* cash payment. I understand that I can make a claim for either or both reimbursement for documented out-of-pocket losses and/or the *pro rata* cash payment.

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge and recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature

Print

Date

4. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

EXHIBIT B

Emano, et al v. Port of Seattle, Case No. 25-2-11500-3 SEA
 SUPERIOR COURT OF WASHINGTON
 COUNTY OF KING

If your Private Information was compromised in the Data Security Incident publicly disclosed by the Port of Seattle in or around April 2025, you may be eligible for benefits from a class action settlement.

Para una notificación en Español, visitar [WEB ADDRESS]

A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.

This is not junk mail, an advertisement, or a lawyer solicitation.

- A settlement has been proposed in a class action against the Port of Seattle (the “Port”) arising out of a data security incident that occurred between August 23, 2024, and August 24, 2024, during which unauthorized third parties gained access to certain files containing the personal information of the plaintiffs and class members (the “Data Security Incident”). The computer files accessed in the Data Security Incident contained the following information, which varied by individual: first and last names, dates of birth, Social Security numbers, driver’s license or other government-issued identification numbers, and medical information (“Private Information”).
- On June 11, 2025, Plaintiffs filed a consolidated class action complaint on behalf of themselves and those similarly situated, asserting claims against the Port for: (i) negligence; (ii) unjust enrichment; (iii) breach of implied contract; (iv) invasion of privacy; and (v) violation of the Washington Data Breach Notification Law RCW 42.56.590, *et seq.*
- If your Private Information was compromised in the Data Security Incident publicly disclosed by the Port on or about April 2025, you are part of the Settlement Class and may be eligible for benefits. You may have received a notice concerning the Data Security Incident from the Port or its authorized representative.
- The settlement provides: (i) reimbursement for documented out-of-pocket losses; and (ii) if, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, Settlement Class Members who submit a valid claim will be paid a *pro rata* share of the residual funds.
- Additionally, the Port has implemented and is maintaining certain data security enhancements to safeguard the Private Information in its possession, undertaking the cost and expense of the enhancements, which are valued at approximately \$3,000,000, and are paid by the Port separate and apart from the Settlement Fund.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: [Insert]	This is the only way to receive a benefit from the settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [Insert]	Get no benefits. This is the only option that may allow you to individually sue the Port over the claims being resolved by this settlement.
OBJECT TO THE SETTLEMENT Deadline: [Insert]	Write to the Court with reasons why you do not agree with the settlement.
GO TO THE FINAL	You may ask the Court for permission for you or your attorney to speak about

APPROVAL HEARING	your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

WHAT THIS NOTICE CONTAINS

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1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

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5. How do I know if I am included in the settlement?
6. What if I am not sure whether I am included in the settlement?

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7. What does the settlement provide?
8. What payments are available?

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9. How do I get benefits?
10. How will claims be decided?

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11. Do I need to do anything to remain in the settlement?
12. What am I giving up as part of the settlement?

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13. If I exclude myself, can I get a payment from this settlement?
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16. Do I have a lawyer in this case?
17. How will Settlement Class Counsel be paid?

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20. When and where will the Court decide whether to approve the settlement?

21. Do I have to attend the Final Approval Hearing?

22. May I speak at the Final Approval Hearing?

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23. What happens if I do nothing?

GETTING MORE INFORMATION Page 8

24. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

The Court has authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Benjamin Santos of the Superior Court of King County, Washington is overseeing this case. The case is known as *Emano, et al. v. Port of Seattle*, No. 25-2-11500-3 SEA (the “Lawsuit”). The individuals who sued are called the Plaintiffs. The Port of Seattle is called the Defendant.

2. What is this lawsuit about?

Plaintiffs claim that the Port was responsible for the increased risk of identity theft stemming from the Data Security Incident and assert claims including for negligence. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

The Port denies all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Plaintiffs Samuel Emano, Monte Holt, Sarah Cardenas, Joann Trussell, Tara Hamlin, and David Beltran) who sue on behalf of all people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolve the issues for all Class Members, except for those who exclude themselves from the Class Members who participate in the settlement (the “Settlement Class” or “Settlement Class Members”).

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Port. Instead, Plaintiffs and the Port (together the “Settling Parties”) negotiated a settlement that allows both Plaintiffs and the Port to avoid the risks and costs of lengthy and uncertain litigation, as well as the uncertainty of trial and appeals. It also allows Settlement Class Members to obtain benefits without further delay. The Representative Plaintiffs and their attorneys believe the settlement is best for all Settlement Class Members. The settlement does not mean that the Port did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

You are part of this settlement as a Class Member if you are an individual whose Private Information was compromised in the Data Security Incident publicly disclosed by the Port of Seattle in or around April 2025.

Class Members consist of approximately 147,785 individuals. Class Members specifically exclude all persons who are directors or officers of the Port, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:
(ADDRESS)

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

The settlement provides for two types of cash payments: (i) reimbursement for documented out-of-pocket losses; and (ii) if, after all other payments and expenses are paid for out of the Settlement Fund, there remain any funds in the Settlement Fund, Settlement Class Members who submit a valid claim will be paid a *pro rata* share of the residual funds. You may submit a claim for either or both of the above-listed remedies. To claim reimbursement for out-of-pocket losses, you must provide information and/or documentation with the Claim Form.

Additionally, the Port has implemented and is maintaining certain data security enhancements to safeguard the Private Information in its possession, undertaking the cost and expense of the enhancements, which are valued at approximately \$3,000,000.

8. What payments are available?

Out-Of-Pocket Losses Payment: Class Members are eligible to submit a claim for documented out-of-pocket losses and may seek reimbursement for the following:

Unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time the claim is submitted, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party.

Residual Funds / Pro Rata Reduction: If compensation for Out-of-Pocket Losses, Claims Administration Costs, Service Awards to Class Representatives, and the Attorneys' Fees and Litigation Expenses Award do not exceed the Settlement Fund, all remaining funds will be distributed on a *pro rata* basis to all Settlement Class Members who submitted a Valid Claim for a pro rata cash payment.

Questions? Call (NUMBER) or visit [www.\[website\].com](http://www.[website].com)

HOW TO GET BENEFITS

9. How do I get benefits?

To make a claim for payment from the settlement, you must complete a Claim Form. You may complete and submit a Claim Form online at [www.\[website\].com](http://www.[website].com), or by mail to (ADDRESS). You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim Form online or mail it postmarked no later than (CLAIM DEADLINE) to:

(ADDRESS)

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any Claimant. If the Claimant does not timely respond within thirty (30) days or fails to provide the required information, the Claim Form will be considered invalid and will not be paid. If the Claim Form is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the counsel for the Settling Parties for a joint determination. The Claims Administrator will follow their joint direction regarding the final disposition of the claim.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you wish to receive a payment, you must submit a Claim Form postmarked or submitted online by (CLAIM DEADLINE).

12. What am I giving up as part of the settlement?

By remaining in the settlement, you are agreeing that all of the Court's orders will apply to you, and that you give the Port a "Release." A Release means you cannot sue or be part of any other lawsuit against the Port about the claims or issues in this lawsuit (relating to the Data Security Incident), and that you will be bound by the settlement. The specific claims you are giving up against the Port and related persons or entities are called "Released Claims." The Released Claims are defined in the Settlement Agreement, which is available on the settlement website at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue the Port about issues in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from—or "opting out" of—the Settlement Class.

13. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue the Port for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Port for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form as you will not be entitled to any settlement benefits.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a written request stating that you want to be excluded from the settlement in *Emano, et al. v. Port of Seattle*, No. 25-2-11500-3 SEA (King County, Washington) (“Exclusion Request”). Your Exclusion Request must include your name, address, and signature, and must clearly state your intent to be excluded from the Settlement Class. You must mail your Exclusion Request postmarked by [EXCLUSION DEADLINE] to:

Emano, et al. v. Port of Seattle
c/o Angeion Group, LLC
P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed M. Anderson Berry of Emery Reddy, PLLC, Cecily C. Jordan of Tousley Brain Stephens PLLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Jeff Ostrow of Kopelowitz Ostrow P.A. to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Settlement Class Counsel be paid?

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award combined attorneys’ fees and costs in the amount of \$652,500. Settlement Class Counsel will also request approval of service awards of up to \$5,000 to each of the Representative Plaintiffs.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a final decision. The Court can only approve or deny the settlement—it cannot order a different settlement.

To object, you may submit to the Settlement Administrator at [SETTLEMENT ADMINISTRATOR ADDRESS], a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number – *Emano, et al. v. Port of Seattle*, No. 25-2-11500-3 SEA (Washington State Superior Court for King County); (iii) information identifying yourself as a Settlement Class Member, including proof that you are a Settlement

Class Member (e.g., copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than **[DATE]**, to all of the following:

Class Counsel	Counsel for the Port of Seattle
<p>M. Anderson Berry EMERY REDDY, PLLC 600 Stewart St, Suite 1100 Seattle, WA 98101</p> <p>Cecily C. Jordan TOUSLEY BRAIN STEPHENS PLLC 1200 Fifth Ave, Suite 1700 Seattle, WA 98101</p> <p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe St, Suite 2100 Chicago, IL 60606</p> <p>Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 W. Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301</p>	<p>Aravind Swaminathan ORRICK, HERRINGTON & SUTCLIFFE LLP 401 Union St, Suite 3300 Seattle, WA 98101</p>

The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing. However, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]** in the **[TBD]**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration

any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service awards to Representative Plaintiffs.

21. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Port about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue the Port for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice is a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement, attached as **Exhibit** to the “*Declaration of M. Anderson Berry in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement*” filed on [REDACTED], is available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

Emano, et al. v. Port of Seattle
c/o Angeion Group, LLC
P.O. Box XXXX
XXXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)
3. Call the toll-free number (NUMBER)

The address to [INSERT], the courthouse to which this case is assigned, is [INSERT].

PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

If you reside in the United States and your Private Information was compromised in the Data Security Incident publicly disclosed by the Port of Seattle in or around April 2025, you may be eligible for benefits from a class action settlement.

A Washington court has determined that there is sufficient evidence to suggest that this Settlement might be fair, adequate, and reasonable and thereby ordered this notice. Any final determination as to these matters will be made at the Final Fairness Hearing.

This is not a solicitation from a lawyer.

Si desea recibir esta notificación en español, llámenos al 1-800-XXX-XXXX.

A settlement has been proposed in a class action against the Port of Seattle (the “Port”) in an action arising out of a data security incident that occurred between August 23, 2024, and August 24, 2024, during which hackers gained access to personally identifiable information and medical information (“Private Information”) stored by the Port (the “Data Security Incident”). The Port announced the Data Security Incident in April of 2025. The lawsuit was filed asserting claims against Port relating to the Data Security Incident. The Port denies the claims.

WHAT CAN I GET? The settlement provides three types of payments to people who submit a valid claim form:

- (1) Reimbursement for documented out-of-pocket losses; and/or
- (2) A residual *pro rata* cash payment, if funds remain in the Settlement Fund after payment of all valid claims and settlement expenses.

The Port has also implemented, and will continue to maintain, certain data security enhancements to protect the Private Information in the Port’s possession from future data security incidents. The value of these enhancements is approximately \$3,000,000 and are paid by the Port separate and apart from the Settlement Fund.

WHO IS INCLUDED? You received this notice because the Port’s records show you are a member of the Class. The Settlement Class consists of all individuals whose Private Information was compromised in the Data Security Incident publicly disclosed by the Port of Seattle in or around April of 2025.

CLAIM FORM. You must file a Claim Form to receive payment or other benefit as part of the Settlement. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement and claim a monetary benefit, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Fairness Hearing to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$652,500, and service awards of up to \$5,000 for each Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)

EXHIBIT D

The Honorable Benjamin A. Santos III

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

SAMUEL ZEWDY EMANO, MONTE
SUNDREA HOLT, SARAH RAINBOW
CARDENAS, JOANN TRUSSELL, TARA
HAMLIN and DAVID BELTRAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

PORT OF SEATTLE,

Defendant.

Lead Case No. 25-2-11500-3 SEA

Consolidated Case Numbers:
25-2-14413-5 SEA
25-2-14415-1 SEA

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

1 This matter is before the Court on Plaintiffs’ Unopposed Motion for
2 Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs,
3 individually and on behalf of the proposed Settlement Class, and Defendant Port of
4 Seattle (“Defendant”) have entered into a Settlement Agreement dated December 22,
5 2025 that, if approved, would settle the above-captioned litigation. Having
6 considered the Motion, the Settlement Agreement together with all exhibits and
7 attachments thereto, the record in this matter, and the briefs and arguments of
8 counsel, IT IS HEREBY ORDERED as follows:

9 1. Unless otherwise defined herein, all terms that are capitalized herein
10 shall have the same meanings ascribed to those terms in the Settlement Agreement.

11 2. The Court has jurisdiction over this litigation, Representative Plaintiffs,
12 Defendant, Settlement Class Members, and any party to any agreement that is part of
13 or related to the Settlement Agreement.

14 **PRELIMINARY APPROVAL**

15 3. The Court has reviewed the terms of the proposed Settlement
16 Agreement, the exhibits and attachments thereto, Plaintiffs’ Motion, briefs and
17 papers, and the declarations of Class Counsel and the Claims Administrator. Based
18 on its review of these papers, the Court finds that the Settlement Agreement appears
19 to be the result of serious, informed, non-collusive negotiations. The terms of the
20 Settlement Agreement fall within the range of possible approval as fair, reasonable,
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement
23 Agreement and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. Pursuant to Washington CR 23, the Court preliminarily certifies, for
26 settlement purposes only, the Settlement Class defined in the Settlement Agreement
27 as follows:

28 All persons whose Private Information was compromised in the Data
Security Incident publicly disclosed by the Defendant in or around April
2025. Class Members specifically excludes all persons who are directors

1 or officers of Defendant, the Judge assigned to the Action, and that
2 Judge’s immediate family and Court staff.

3 The Settlement Class consists of approximately 147,785 individuals. These
4 individuals constitute the Settlement Class solely for purposes of certifying a
5 settlement class in this Litigation.

6 6. The Court preliminarily finds that the Settlement Class satisfies the
7 requirements of Washington CR 23, for settlement purposes, as (1) the Settlement
8 Class is so numerous that joinder of all members is impracticable; (2) there are
9 questions of law or fact common to the Settlement Class; (3) the Representative
10 Plaintiffs’ claims are typical of those of Settlement Class Members; and (4) the
11 Representative Plaintiffs will fairly and adequately protect the interests of the
12 Settlement Class.

13 7. The Court preliminarily finds that the Settlement Class satisfies the
14 requirements of Washington CR 23 for settlement purposes: (1) the questions of law
15 or fact common to the Settlement Class predominate over individual questions; and
16 (2) class action litigation is superior to other available methods for the fair and
17 efficient adjudication of this controversy.

18 8. The Court hereby appoints Samuel Emano, Monte Holt, Sarah
19 Cardenas, Joann Trussell, Tara Hamlin, and David Beltran as the Representative
20 Plaintiffs.

21 9. The Court hereby appoints M. Anderson Berry of Emery Reddy, PLLC
22 Cecily C. Jordan of Tousley Brain Stephens PLLC, Gary M. Klinger of Milberg
23 Coleman Bryson Phillips Grossman, PLLC, and Jeff Ostrow of Kopelowitz Ostrow
24 P.A. as Settlement Class Counsel (collectively, “Class Counsel” or “Settlement Class
25 Counsel”).

26 **NOTICE AND ADMINISTRATION**

27 10. Pursuant to the Settlement Agreement, the Settling Parties have
28 designated the Angeion Group, LLC as the Claims Administrator. The Claims

1 Administrator shall perform all the duties of the Claims Administrator set forth in the
2 Settlement Agreement.

3 11. The Court finds that the Short and Long Notice and Notice Program set
4 forth in the Settlement Agreement satisfy the requirements of due process and
5 Washington CR 23 and provide the best notice practicable under the circumstances.
6 The Short and Long Notice and Notice Program are reasonably calculated to apprise
7 Settlement Class Members of the nature of this Litigation, the scope of the Settlement
8 Class, the terms of the Settlement Agreement, the right of Settlement Class Members
9 to object to the Settlement Agreement or exclude themselves from the Settlement
10 Class and the process for doing so, and of the Final Fairness Hearing. The Court
11 therefore approves the Short and Long Notice and Notice Program and directs the
12 Settling Parties and the Claims Administrator to proceed with providing notice to
13 Settlement Class Members pursuant to the terms of the Settlement Agreement and
14 this Order.

15 12. The Claims Administrator shall commence the Notice Program within
16 the time required by the Settlement Agreement.

17 **EXCLUSIONS AND OBJECTIONS**

18 13. Settlement Class Members who wish to opt-out and exclude themselves
19 from the Settlement Class may do so by notifying the Claims Administrator in
20 writing, postmarked no later than , 2026 (60 days after the Notice
21 Commencement Date). To be valid, each request for exclusion must be individually
22 signed and timely submitted to the designated Post Office box established by the
23 Claims Administrator. The written notice must clearly manifest a Settlement Class
24 Member's intent to opt-out of the Settlement Class and contain the name, address,
25 telephone number, and email address (if any). All requests for exclusion must be
26 submitted individually in connection with a Settlement Class Member, *i.e.*, one
27 request is required for every Settlement Class Member seeking exclusion.
28

1 14. All Settlement Class Members who do not opt out and exclude
2 themselves shall be bound by the terms of the Settlement Agreement upon entry of
3 the Final Approval of the Settlement.

4 15. Settlement Class Members who wish to object to the Settlement may do
5 so by filing a written objection with the Court or to the Settlement Administrator in
6 accordance with the procedures outlined in the Long Notice, filed or postmarked no
7 later than , 2026 (60 days after the Notice Commencement Date). Any
8 Settlement Class Member wishing to object to the Settlement Agreement shall submit
9 a timely written notice of his or her objection by the Objection Date. Such notice
10 shall state: (i) the objector's full name and address; (ii) the case name and docket
11 number – *Emano, et al. v. Port of Seattle*, Case No. 25-2-11500-3 SEA (Washington
12 State Superior Court for King County); (iii) information identifying the objector as a
13 Settlement Class Member, including proof that the objector is a Settlement Class
14 Member (e.g., copy of the objector's settlement notice, copy of original notice of the
15 Data Security Incident, or a statement explaining why the objector believes he or she
16 is a Settlement Class Member); (iv) a written statement of all grounds for the
17 objection, accompanied by any legal support for the objection the objector believes
18 applicable; (v) the identity of any and all counsel representing the objector in
19 connection with the objection; (vi) a statement whether the objector and/or his or her
20 counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature
21 or the signature of the objector's duly authorized attorney or other duly authorized
22 representative (if any) representing him or her in connection with the objection. To
23 be timely, written notice of an objection that substantially complies with section 7.1
24 of the Settlement Agreement must be mailed, with a postmark date no later than the
25 Objection Date, to the Court with mailed copies to Class Counsel and Defendant's
26 Counsel, or to the Settlement Administrator. For all objections received by Class
27 Counsel and counsel for Defendant, Settlement Class Counsel will file them with the
28 Court with the Motion for Final Approval of Settlement.

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Final Approval Hearing	At the Court's convenience at least 125 days after entry of this Order
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20. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

21. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

22. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall 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; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

IT IS SO ORDERED.

Dated: _____

HON. BENJAMIN A. SANTOS III