

Hon. William L. Dixon  
Hearing Date: May 2, 2025  
Hearing Time: 11:00 a.m.  
With Oral Argument

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

HEATHER LOSCHEN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

SHORELINE COMMUNITY COLLEGE, an  
agency of the State of Washington,

Defendant.

NO. 24-2-00597-8 SEA

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL AND  
ATTORNEYS' FEES, COSTS AND  
SERVICE AWARD**

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

**WHEREAS**, Plaintiff Heather Loschen ("Plaintiff"), individually and on behalf of all others similarly situated, and Shoreline Community College ("SCC" or "Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the "Action") on the terms and conditions set forth in the Settlement Agreement, that was approved by this Court;

**WHEREAS**, Plaintiff has made an application, pursuant to Rule 23 of the Washington Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiff as Class Representative, appointing Class Counsel as counsel for the

1 Settlement Class, appointing CPT Group, and allowing notice to Settlement Class Members as  
2 more fully described herein;

3       **WHEREAS**, the Court granted Plaintiffs' application for an order preliminarily  
4 approving the Settlement on December 5, 2024.

5       **WHEREAS**, Plaintiff has made an application, pursuant to Rule 23 of the Washington  
6 Rules of Civil Procedure, for a Final Order approving the Settlement in accordance with the  
7 Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,  
8 appointing Plaintiff as Class Representatives, appointing Class Counsel as counsel for the  
9 Settlement Class, appointing CPT Group, and allowing notice to Settlement Class Members as  
10 more fully described herein;

11       **WHEREAS**, the Court has read and considered: (a) Plaintiff's Unopposed Motion for  
12 Final Approval of Class Action Settlement, and the papers filed and arguments made in  
13 connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and  
14

15       **WHEREAS**, on May 2, 2025, the Court held a Final Fairness Hearing to determine  
16 whether the proposed settlement is fair, reasonable and adequate and whether judgment should  
17 be entered dismissing this Action with prejudice. The Court has reviewed Plaintiff's  
18 Unopposed Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for an  
19 Award of Attorneys' Fees, Costs and Service Award (together, the "Motions") and all  
20 supporting materials, including but not limited to the Settlement Agreement and the exhibits  
21 thereto. The Court received and heard no objections. The Court also considered the oral  
22 argument of counsel. Based on this review and the findings below, the Court finds good cause  
23 to grant the Motions.  
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26       **NOW, THEREFORE, IT IS HEREBY ORDERED:**  
27

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

3           2.       The Settlement Agreement is fair, reasonable, adequate and in the best interests  
4 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in  
5 good faith and without collusion, by capable and experienced counsel, with full knowledge of  
6 the facts, the law, and the risks inherent in litigating the Action, and with the active  
7 involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on  
8 the Settlement Class Members, is not contrary to the public interest, and will provide the  
9 Parties with repose from litigation. The Parties faced significant risks, expense, and/or  
10 uncertainty from continued litigation of this matter, which further supports the Court's  
11 conclusion that the settlement is fair, reasonable, adequate and in the best interests of the  
12 Settlement Class Members.  
13

14           3.       The Court grants final approval of the Settlement Agreement in full, including  
15 but not limited to the releases therein and the procedures for effecting the Settlement. All  
16 Settlement Class Members who have not excluded themselves from the Settlement Class are  
17 bound by this Final Approval Order and Judgment.  
18

19           4.       The Parties shall carry out their respective obligations under the Settlement  
20 Agreement in accordance with its terms. The relief provided for in the Settlement Agreement  
21 shall be made available to the various Settlement Class Members submitting valid Claim  
22 Forms, pursuant to the terms and conditions in the Settlement Agreement.  
23  
24  
25  
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27

1                                    **OBJECTIONS AND REQUESTS FOR EXCLUSION**

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

5           6.       Only nine class members have submitted valid opt-out requests.

6                                    **CERTIFICATION OF THE SETTLEMENT CLASS**

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

10                   **Settlement Class:**

11           All U.S. residents whose Personal Information was compromised in the data  
12 breach disclosed by Shoreline Community College (“Shoreline” or  
13 “Defendant”), on or about April 5, 2023. All members of the Settlement Class  
14 that do not opt-out of the settlement shall be referred to as Settlement Class  
Members.

15           The Settlement Class is estimated to include approximately 400,000 people.

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

20           9.       The Court grants final approval to the appointment of Representative Plaintiff  
21 Heather Loschen as Class Representative of the Settlement Class and concludes that she has  
22 fairly and adequately represented the Settlement Class and shall continue to do so.

23  
24           10.      The Court grants final approval to the appointment of Kaleigh N. Boyd and Joan  
25 M. Pradhan of Tousley Brain Stephens PLLC as Class Counsel. Class Counsel has fairly and  
26 adequately represented the Settlement Classes and shall continue to do so.

1 **NOTICE TO THE CLASS**

2 11. The Court finds that the Notice Program provided for in the Settlement  
3 Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice  
4 practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide  
5 due and sufficient notice to the Settlement Class regarding the existence and nature of the  
6 Action, certification of the Settlement Class for settlement purposes only, the existence and  
7 terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude  
8 themselves from the settlement, to object and appear at the Final Fairness Hearing and to  
9 receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the  
10 Washington Rules of Civil Procedure, the United States Constitution, and all other applicable  
11 law.  
12

13 **ATTORNEYS' FEES AND COSTS, SERVICE AWARD**

14 12. The Court awards Class Counsel \$668,018.49 for attorneys' fees and \$21,981.51  
15 for reimbursement of costs and expenses, for a total award of \$690,000.00. The Court finds this  
16 amount to be fair and reasonable. Payment shall be made pursuant to the procedures in ¶¶ 83–  
17 84 of the Settlement Agreement.  
18

19 13. The Court awards a Service Award of \$5,000 to Plaintiff Heather Loschen. The  
20 Court finds this amounts is justified by her service to the Settlement Class. Payment shall be  
21 made from the Settlement Fund pursuant to ¶¶ 81–82 of the Settlement Agreement.  
22

23 **RELEASE**

24 14. Each Settlement Class Member, including the Class Representative, are deemed  
25 to have, and by operation of the Judgment shall have, fully, finally, and forever released,  
26 relinquished, and discharged all Released Claims as defined in the Settlement Agreement and  
27

1 including Unknown Claims. The full terms of the release described in this paragraph are set  
2 forth in ¶¶ 78–80 of the Settlement Agreement and are specifically approved and incorporated  
3 herein by this reference (the “Release”). Further, upon the Effective Date, and to the fullest  
4 extent permitted by law, each Settlement Class Member, including Plaintiff, shall directly,  
5 indirectly, or in any representative capacity, be permanently barred and enjoined from  
6 commencing, prosecuting, or participating in any recovery in any action in this or any other  
7 forum (other than participation in this Settlement Agreement as provided herein) in which any  
8 of the Released Claims is asserted.

10 15. The Settlement Agreement and this Final Judgment and Order apply to all  
11 claims or causes of action settled under the Settlement Agreement, and binds Class  
12 Representative and all Settlement Class Members who did not properly request exclusion. The  
13 Settlement Agreement and this Final Approval Order and Judgment shall have maximum res  
14 judicata, collateral estoppel, and all other preclusive effect in any and all causes of action,  
15 claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out  
16 of or relate to the subject matter of the Cases.

18 **OTHER PROVISIONS**

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

23 17. The Settlement Agreement and this Final Approval Order and Judgment, and all  
24 documents, supporting materials, representations, statements and proceedings relating to the  
25 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any  
26 admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of  
27

1 the validity or certifiability for litigation purposes of the Settlement Class or any claims that  
2 were or could have been asserted in the Action.

3 18. The Settlement Agreement and this Final Approval Order and Judgment, and all  
4 documents, supporting materials, representations, statements and proceedings relating to the  
5 settlement shall not be offered or received into evidence, and are not admissible into evidence,  
6 in any action or proceeding, except that the Settlement Agreement and this Final Approval  
7 Order and Judgment may be filed in any action by any Defendant or the Settlement Class  
8 Members seeking to enforce the Settlement Agreement or the Final Approval Order and  
9 Judgment.

10  
11 19. If the Effective Date does not occur for any reason, the Action will revert to the  
12 status that existed before the Settlement Agreement's execution date, and the Parties shall be  
13 restored to their respective positions in the Action as if the Settlement Agreement had never  
14 been entered into. No term or draft of the Settlement Agreement, or any part of the Parties'  
15 settlement discussions, negotiations, or documentation, will have any effect or be admissible in  
16 evidence for any purpose in the Litigation.

17  
18 20. Without affecting the finality of this Final Approval Order and Judgment, the  
19 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,  
20 implementation and enforcement of the Settlement Agreement for all purposes.

21  
22 21. The Court hereby dismisses the Action in its entirety with prejudice, and without  
23 fees or costs except as otherwise provided for herein.

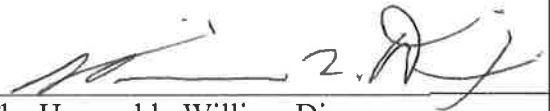
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1 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the  
2 Washington Rules of Civil Procedure.

3  
4 **IT IS SO ORDERED** this 2<sup>nd</sup> day of, May 2025.

5  
6   
7 The Honorable William Dixon  
8 Superior County for State of Washington  
9 In and For King County

10 Presented By:

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