

**Loschen v. Shoreline Community College, Case No. 24-2-00597-8 SEA**  
**KING COUNTY SUPERIOR COURT**

**If your Personal Information was compromised in the data breach disclosed by Shoreline Community College (“Shoreline” or “Defendant”), on or about April 5, 2023, you may be eligible for benefits from a class action settlement.**

*A Washington state court has authorized this Notice. This is not a solicitation from a lawyer.*

- A Settlement has been proposed in a class action lawsuit against Shoreline Community College (“Shoreline” or “Defendant”), relating to a cybersecurity incident that Defendant learned it had experienced on March 20, 2023 (“Data Breach”). As a result, cybercriminals were able to access Personal Information of some current and former students, staff, and faculty, including their names, Social Security numbers, passport numbers, driver’s license numbers, dates of birth, financial account numbers and/or attestations related to Covid-19. If your Personal Information was compromised as a result of the Data Breach, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Shoreline has agreed to establish a \$2.3 million non-reversionary Settlement Fund to: (1) pay for two years of free identity theft protection and credit monitoring services; (2) provide cash payments of up to \$7,500 per Settlement Class Member for reimbursement of certain documented Out-of-Pocket Losses; and (3) provide cash payments of up to \$140 per Settlement Class Member for reimbursement for Lost Time (“Attested Time”). The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved Service Award for the named Plaintiff, and the Fee Award and Costs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM FORM DEADLINE: APRIL 14, 2025</b>	Submitting a Claim Form is the only way that you can receive any of the Settlement benefits provided by this Settlement, including reimbursement for Out-of-Pocket Losses, Attested Time and Identity Theft Protection and Credit Monitoring Services.  If you submit a Claim Form, you will give up the right to sue Shoreline and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: MARCH 14, 2025</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Shoreline, or certain related parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any Settlement benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: MARCH 14, 2025</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.  If you object, you may also file a Claim Form to receive Settlement benefits, but you will give up the right to sue Shoreline in a separate lawsuit about the legal claims this Settlement resolves.
<b>GO TO THE “FINAL APPROVAL” HEARING DATE: MAY 2, 2025</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the monetary Settlement benefits and you will give up your rights to sue Shoreline and certain related parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why did I get this Notice?

A Washington state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable William L. Dixon of the King County Superior Court is overseeing this class action. The case is known as *Loschen v. Shoreline Community College*, Case No. 24-2-00597-8 SEA (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the entity they sued, Shoreline Community College (“Shoreline”), is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### 2. What is this lawsuit about?

On January 9, 2024, Plaintiff Loschen filed a putative class action lawsuit against Defendant related to a cyber security incident that Defendant learned it had experienced on March 20, 2023 (“Data Breach”). Plaintiff alleged that Defendant failed to adequately secure its network, and that as a result cybercriminals were able to access Defendant’s network and access the Personal Information of current and former students, staff, and faculty, including their names, Social Security numbers, dates of birth, and driver’s license numbers.

Shoreline denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Shoreline denies these and all other claims made in the Action. By entering into the Settlement, Shoreline is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the Settlement Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class. The Settlement Class Representative in this case is Heather Loschen.

### 4. Why is there a Settlement?

The Settlement Class Representatives and Shoreline do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Settlement Class Representatives or Shoreline. Instead, the Settlement Class Representatives and Shoreline have agreed to settle the Action. The Settlement Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Shoreline.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a member of the Settlement Class:

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

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member and you are affected by this Settlement.

You may contact the Settlement Administrator if you have any questions as to whether you are a Settlement Class Member.

### 6. Are there exceptions to individuals who are included as Settlement Class Members in the Settlement?

Yes, the Settlement does not include: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.ShorelineSettlement.com](http://www.ShorelineSettlement.com), or call the Settlement Administrator's toll-free number at 1-888-921-0460.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

As a Settlement Class Member, you are eligible to make a claim for **one or more of the following**:

- **Reimbursement for Out-of-Pocket Losses:** all Settlement Class Members may submit a claim for up to \$7,500 for reimbursement of Out-of-Pocket Losses, which must be supported by (i) third-party documentation supporting the loss; and (ii) a brief description of the nature of the loss.
- **Reimbursement for Lost Time (“Attested Time”):** all Settlement Class Members may submit a claim for reimbursement of Attested Time up to four (4) hours at \$35 per hour, which must be supported by a brief description of the actions taken in response to the Data Breach and the time associated with each action.
- **Identity Theft Protection and Credit Monitoring Services:** all Settlement Class Members may submit a claim for up to two (2) years of Identity Theft Protection and Credit Monitoring Services, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Attested Time.

### 9. Reimbursement for Out-of-Pocket Losses.

You may elect to submit a Claim Form for reimbursement of Out-of-Pocket Losses. If you spent money remedying or addressing identity theft protection and fraud that was fairly traceable to the Data Breach incident, you may make a claim for Out-of-Pocket Losses for reimbursement of up to \$7,500.

Out-of-Pocket Losses consist of unreimbursed losses or expenditures incurred on or after March 20, 2023 (or the earliest verifiable date the Data Breach occurred), that were related to identity theft protection and fraud and are fairly traceable to the Data Breach incident, as well as any expenses related to the Data Breach incident. For example, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Claims for Out-of-Pocket Losses must be supported by third-party documentation. This can include receipts, credit card statements, bank statements, invoices, telephone records or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Individual cash payments may be reduced or increased pro rata (equal share) depending on the number of Settlement Class Members that participate in the Settlement.

To receive reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive reimbursement for Out-of-Pocket Losses. If you file a Claim Form for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Out-of-Pocket Losses.

### 10. Reimbursement for Lost Time (“Attested Time”).

In addition to Out-of-Pocket Losses, you may elect to submit a Claim Form for reimbursement of Attested Time. Settlement Class Members may submit a claim to be compensated for lost time they reasonably spent responding to the Data Breach. You may claim up to four (4) hours of time compensated at the rate of \$35 per hour, for a maximum of \$140. All such lost time must be fairly traceable to the Data Breach, reasonably described by type of lost time incurred, and supported by an attestation that the time spent was reasonably incurred dealing with the Data Breach.

To receive reimbursement for Attested Time, you must submit a completed Claim Form electing to receive reimbursement for Attested Time. If you file a Claim Form for Attested Time and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Attested Time.

## **11. Identity Theft Protection and Credit Monitoring Services.**

You may file a Claim Form to receive Identity Theft Protection and Credit Monitoring Services. Settlement Class Members may submit a Claim to accept two years of free Identity Theft Protection and Credit Monitoring Services. The services shall provide three-bureau monitoring for all valid claims. Settlement Class Members will need to enroll to receive this benefit.

The Settlement Administrator will send an activation code to you within 30 days of the Effective Date which can be used to activate Identity Theft Protection and Credit Monitoring Services via an enrollment website maintained by CyEx. Such enrollment codes shall be sent via email, unless the claimant did not provide an email address, in which case such codes shall be sent via U.S. mail. Claimants may activate Identity Theft Protection and Credit Monitoring Services for a period of at least 90 from the date the Settlement Administrator sends the activation code.

To receive Identity Theft Protection and Credit Monitoring Services, you must submit a completed Claim Form selecting to receive Identity Theft Protection and Credit Monitoring Services.

## **12. How will Settlement benefits be paid?**

Shoreline has agreed to pay \$2,300,000 (the "Settlement Fund") to settle this Action. The Settlement Fund will be used to pay benefits to the Settlement Class Members who file valid and timely claims for documented Out-Of-Pocket Losses, Attested Time and Identity Theft Protection and Credit Monitoring Services, the costs of notice and claims administration, attorneys' fees and costs up to thirty (30%) of the Settlement Fund and the service award to the Plaintiff which shall not exceed \$5,000.

In the unlikely event that compensation for Out-of-Pocket Losses, Attested Time, Identity Theft Protection and Credit Monitoring Services, Claims Administration Costs, Service Award to the Settlement Class Representative, and Attorney's Fees and Litigation Expenses exceed the Settlement Fund, all Settlement Class Member payments will be reduced on a pro rata basis such that Defendant's maximum amount to be paid does not exceed the non-reversionary Settlement Fund. All pro rata determinations required shall be performed by the Settlement Administrator.

## **13. What am I giving up to get a Settlement Benefit or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Shoreline and related parties about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

## **14. What are the Released Claims?**

Released Claims means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action. "Released Claim" also shall have the meaning ascribed to it as set forth in additional details in Section XI of the Settlement Agreement and Release ("Settlement Agreement").

The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims. Upon the Effective Date, the Settlement Class Representative and Participating Settlement Class

Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims. The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representative, Participating Settlement Class Members and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

More information is provided in the Settlement Agreement and Release which is available at [www.ShorelineSettlement.com](http://www.ShorelineSettlement.com).

## **HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

### **15. How do I make a claim for Settlement benefits?**

To qualify for a Settlement benefit, you must complete and submit a Claim Form by April 14, 2025.

You may submit a claim for reimbursement for Out-of-Pocket Losses, Attested Time and Identity Theft Protection and Credit Monitoring Services by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form, and mailing it to the Settlement Administrator. Instructions for filling out a claim including the required third-party documentation is available on the Settlement website.

Claim Forms may be submitted online at [www.ShorelineSettlement.com](http://www.ShorelineSettlement.com) or by mail to the Settlement Administrator at *Loschen v. Shoreline Community College, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*.

If you received a Notice by mail, use your CPT ID and Passcode referenced on the Notice to file your Claim Form. If you lost or do not know your CPT ID and Passcode, please call 1-888-921-0460 or email [ShorelineClaims@cptgroup.com](mailto:ShorelineClaims@cptgroup.com) to obtain it.

### **16. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-921-0460, emailing or by writing to:

Loschen v. Shoreline Community College  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
[ShorelineClaims@cptgroup.com](mailto:ShorelineClaims@cptgroup.com)

### **17. When and how will I receive the Settlement benefits I claim from the Settlement?**

Payment for valid claims for Out-of-Pocket Loss Reimbursement, or Attested Time Reimbursement will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims via digital payment instead of a check, by submitting an online Claim Form. Anyone who does not elect to receive payment via digital payment, will receive a physical check.

If you make a valid claim for Identity Theft Protection and Credit Monitoring Services, the Settlement Administrator will send you information on how to activate the services after the Settlement becomes final.



**18. What happens if money remains after all the Settlement Claims are paid?**

None of the money in the \$2.3 million Settlement Fund will be paid back to Shoreline. Any money left in the Settlement Fund after 210 days after the distribution of payments to Settlement Class Members will be distributed to Legal Foundation of Washington.

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in this case?**

Yes, the Court has appointed Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC., as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

**20. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award them attorneys' fees, costs and expenses of up to 30% of the Settlement Fund. They will also ask the Court to approve a \$5,000 Service Award to the Settlement Class Representative for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Shoreline on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

**21. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Loschen v. Shoreline Community College*, Case No. 24-2-00597-8 SEA and include the full name, current address and personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. The Request for Exclusion must be submitted postmarked or received by the Settlement Administrator at the address below no later than **March 14, 2025**:

Loschen v. Shoreline Community College  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**22. If I exclude myself, can I still get a Settlement Payment or Identity Theft Protection and Credit Monitoring Services?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get cash payment and Identity Theft Protection and Credit Monitoring Services. if you stay in the Settlement and submit a valid Claim Form.

**23. If I do not exclude myself, can I sue Shoreline for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Shoreline and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Shoreline or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO THE SETTLEMENT**

**24. How do I tell the Court that I do not like the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

The written objection must include (i) the name of the proceedings, *Loschen v. Shoreline Community College*, Case No. 24-2-00597-8 SEA; (ii) the Settlement Class Member's full name, current address, telephone number, and email address; (iii)

a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The written objection must be submitted and postmarked to the Settlement Administrator at the address below no later than **March 14, 2025**:

Loschen v. Shoreline Community College  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**25. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE FINAL APPROVAL HEARING**

**26. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on May 2, 2025, at 11:00 a.m., before the Honorable William L. Dixon, King County Superior Court, 516 Third Avenue, Seattle, WA 98104.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Settlement Class Members should monitor the Settlement Website to confirm whether the date for the Final Approval Hearing is changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the Service Award to the Settlement Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**IF YOU DO NOTHING**

**27. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Shoreline or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**28. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.ShorelineSettlement.com](http://www.ShorelineSettlement.com).

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

Kaleigh N. Boyd  
Joan M. Pradhan  
**Tousley Brain Stephens PLLC**  
1200 Fifth Avenue, Ste 1700  
Seattle, WA 98101-3147  
(206) 682-5600

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**