

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Heather Loschen, individually and on behalf of all others similarly situated (together, “Plaintiffs”), and Shoreline Community College (“Defendant”) (collectively the “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Loschen v. Shoreline Community College*, Case No. 24-2-00597-8 SEA (King Cty. Super. Ct.) (the “Action”). The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

FACTUAL BACKGROUND AND RECITALS

1. On January 09, 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, passport numbers, driver’s license numbers, dates of birth, financial account numbers, and/or attestations regarding Covid-19 test results.

2. Defendant denies: (i) the allegations and all liability with respect to facts and claims alleged in the Action; (ii) that the class representative in the Action and the class she purports to represent have suffered any damage; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under CR 23. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used as an admission of, any wrongdoing or liability.

3. The parties participated in formal mediation, followed by weeks of arms-length settlement negotiations moderated by Jill Sperber. During the settlement negotiations, Parties discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The settlement negotiations culminated in the Parties agreeing on the form of a CR 2A Agreement on or about July 31, 2024.

4. The Settlement Agreement resolves the claims of Plaintiff and all putative Class Members related to the Data Breach.

5. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

DEFINITIONS

7. “Action” means *Loschen v. Shoreline Community College*, King County Superior Court Case No. 24-2-00597-8 SEA currently pending in King County Superior Court.

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Defendant’s Counsel” means Marcus McCutcheon at BakerHostetler.

10. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of amounts paid under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached Exhibit A, which will be available on the Settlement Website (as defined below).

11. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur 90 days from the date that Notice is sent.

12. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

13. “Class Counsel” means Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC.

14. “Settlement Class Representative” means the named class representative Heather Loschen.

15. “Court” means the Honorable William L. Dixon in the Superior Court of the State of Washington, County of King, or such other judge to whom the Action may hereafter be assigned.

16. “Data Breach” means the ransomware incident Shoreline Community College learned it had experienced on or about March 20, 2023 in which unauthorized third parties accessed data, including the personal and confidential information of some 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.

17. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

18. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.

19. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

20. “Final” shall mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

21. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Final Approval Order and Judgment, which both parties must approve before filing.

22. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Superior Court Civil Rules and whether to issue the Final Approval Order and Judgment.

23. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action, as approved by the Court.

24. “Long-form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

25. “Notice” means notices and Reminder Notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (Exhibit B), and/or the Short-Form Notice (Exhibit C), and/or the Reminder Notice, substantially in the respective forms as shown in Exhibits B and C attached hereto.

26. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and

legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.

28. “Out of Pocket Losses” means unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the Data Breach. Out-of- Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member’s personal information; (2) costs incurred on or after March 20, 2023 (or the earliest verifiable date the Data Breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigating costs that were incurred on or after March 20, 2023 (or the earliest verifiable date the Data Breach occurred) through the date of the Class member’s claim submission. Out-of-pocket losses will be paid from the cash settlement fund.

29. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

30. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Superior Court Civil Rules, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Preliminary Approval Order, which the parties must approve before submission to the Court.

33. “Personal Information” means names, Social Security numbers, passport numbers, driver’s license numbers, dates of birth, financial account numbers, and/or attestations regarding Covid-19 test results that Shoreline collected and maintained.

34. “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 below.

35. “Reminder Notice” means a copy of the Short-Form Notice (Exhibit C) that will be emailed to all Class Members with a known email address and mailed to the remaining Class Members for whom no known or valid email addresses exist via postcard. The Reminder Notice shall be issued no later than 14 days before the Claims Deadline.

36. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out of” the Settlement Class in the form and manner provided for in the Notice.

37. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of her role in the Action, which shall not exceed \$5,000, as approved by the Court.

38. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

39. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice.

40. “Settlement Administrator” means CPT Group, which will serve as the settlement administrator and notice provider for the settlement.

41. “Settlement Class” means 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.

42. “Settlement Class List” means the list generated by Defendant containing the full names and physical and email addresses, to the extent known, for settlement Class members for all persons who fall under the definition of the Settlement Class, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

43. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

44. “Settlement Fund” means a non-reversionary common fund created by the Settlement Administrator and funded by Defendant in the amount of Two Million Three Hundred Thousand Dollars (\$2,300,000.00).

45. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section I below for a Valid Claim.

46. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the

mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

47. "Short-Form Notice" means the content of the mailed notice to the proposed Settlement Class Members substantially in the form as shown in Exhibit C attached hereto. The Short-Form Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing as defined below.

48. "Valid Claim" means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

I. SETTLEMENT BENEFITS

49. **Settlement Benefits:** Within twenty-one (21) days of an order granting preliminary approval of the Settlement, Defendant will fund a non-reversionary cash settlement fund in the amount of \$2,300,000. All Settlement Class Members may submit a claim for documented out-of-pocket losses including, for example, lost time, unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Breach and the time the claim is submitted, and unreimbursed bank fees, postage, or gasoline for travel ("Out of Pocket Losses") and time spent remedying issues related to the Data Breach ("Attested Time"). In the unlikely event that the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no additional monetary benefits shall be paid to any claimants.

50. **Documented Out-of-Pocket Losses.** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$7,500 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for out-of-pocket monetary losses incurred as a result of the Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; 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. Settlement Class Members with

Monetary Losses must submit documentation supporting their claims. This can include receipts 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.

51. **Reimbursement for Lost Time (“Attested Time”).** Settlement Class Members may submit claims to be compensated for lost time they reasonably spent responding to the Data Breach. Settlement Class Members may claim up to four (4) hours of time compensated at the rate of \$35 per hour. 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.

52. **Identity Theft Protection and Credit Monitoring.** Settlement Class Members may submit a Claim to accept two years of free identity theft 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.

53. **Residual Funds/Pro Rata Reduction.** In the event that Compensation for Out of Pocket Losses, Attested Time, Identity Theft Protection and Credit Monitoring Services, Claims Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses exceed the Settlement Fund, all 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. If Compensation for Out of Pocket Losses, Attested Time, Identity Theft Protection and Credit Monitoring Services, Claims Administration Costs, Service Awards to Class Representatives, and Attorney’s Fees and Litigation Expenses do not exceed the Settlement Fund, all remaining funds will be distributed on a per class member basis, up to an additional \$300 for each claimant, to all Settlement Class Members who submitted a Valid Claim. As to any portion of the settlement fund that remains after all of the above have been paid, it shall be distributed *cy pres* to the Legal Foundation of Washington.

54. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims or Attested Time Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.
- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

II. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

55. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Out-of-Pocket Losses and Attested Time as set forth in Paragraph 50 and 51 shall be issued in the form of a check mailed and/or an electronic payment to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the date the claim is approved.

56. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within 120 days of their date of issue.

57. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within 30 days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

58. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within 120 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 120-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

II. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

60. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

III. SETTLEMENT CLASS NOTICE

61. **Notice.** Within 10 days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

62. **Manner of Giving Notice.** Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Provider will provide a declaration establishing notice conforming to due process requirements that Plaintiff may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

- a. **Short Form Notice.** As soon as practicable but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via USPS First Class Mail to all Settlement Class Members for which it has mailing addresses. Before mailing the Short Form

Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.

- b. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant's Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."
- c. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.
- d. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.
- e. **Reminder Notices.** Reminder Notice shall be issued no later than 14 days before the Claims Deadline. Reminder notice will be sent via email to Settlement Class Members for whom an email address is available, and USPS mail to those Settlement Class Members for whom no address is available.

IV. OPT-OUTS AND OBJECTIONS

63. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves ("opt-out") of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short Form Notice shall state "if you do not want to be legally bound by the Settlement, you must exclude

yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

64. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting timely, written objections to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing 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 Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

65. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 64 shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 64. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

66. Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than 150 valid opt outs, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date of the Claims Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Action or from counsel to any other party to the Action.

V. DUTIES OF SETTLEMENT ADMINISTRATOR

67. **Settlement Administration Process.** After the settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Administrator, Defendant, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall

distribute payments out of the Settlement Fund as set forth in this Agreement. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Administrator.

68. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement Fund provided by Defendant to pay Approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- f. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- g. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- i. After approval of Valid Claims, processing and transmitting Settlement Payments to Settlement Class Members;
- j. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- k. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- l. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner requested by the Parties; and

- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

69. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

70. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

71. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs, including the costs of direct mail notice and reminder notice(s), will be paid directly by Defendant and will not come from the cash settlement fund.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

72. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

73. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement by October 11, 2024.

74. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

75. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court

shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

76. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

77. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

VIII. RELEASES

78. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class Members, and each of their spouses and children with claims on behalf of the Settlement Class member, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf shall be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Defendant and its present and former departments or divisions, and any and all of their respective past, present, and future officers, directors, employees, partners, servants, agents, successors, attorneys, advisors, consultants, contractors, vendors, service providers, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (the "Releasees"). The relief stated above will be provided to Class Members as consideration for a general release for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the factual allegations described in the operative Complaint.

79. **Unknown Claims.** 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.

80. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

VIII. SERVICE AWARD PAYMENTS

81. **Service Award Payment.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for a Service Award Payment for the Settlement Class Representative in recognition for her contribution to this Action to be paid by Defendant separately from the Settlement Fund. Defendant agrees not to oppose a service award of \$5,000 to the Settlement Class Representative, subject to Court approval. This service award shall be separate and apart from any other benefits available to the Settlement Class Representative as Participating Settlement Class Members under the terms of this Agreement. Such Service Award Payment shall be paid by Defendant, in the amount approved by the Court,

no later than 7 days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

82. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

IX. ATTORNEYS' FEES, COSTS, EXPENSES

83. **Attorneys' Fees, Costs, and Expenses.** At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs, and Expenses to be paid by Defendant of up to thirty (30%) of the Settlement Fund. Defendant will not oppose Plaintiff's request for attorneys' fees up to this amount and Plaintiff's reasonable costs. The parties negotiated this term after the Parties reached an agreement on the total settlement amount. Court approval of the settlement is not dependent on the Court awarding attorneys' fees and costs as provided in this Section. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defense Counsel a properly completed and duly executed IRS Form W-9. Any Fee Award and Costs and expenses shall be paid by Defendant in the amount approved by the Court, no later than 10 days after the Effective Date.

84. The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court of modification or reversal or appeal of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to Class Counsel or Settlement Class Representative shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of the Settlement Agreement.

X. NO ADMISSION OF LIABILITY

85. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

86. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court,

administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XI. MISCELLANEOUS

88. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

89. **Cooperation.** The Settling Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

90. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

91. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

92. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

93. **Pronouns.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them."

94. **Currency.** All dollar amounts are in United States dollars (USD).

95. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.


96. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own

choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

97. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

98. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

AGREED TO AND ACCEPTED:

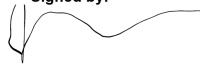
DocuSigned by:

10/3/2024 | 8:24 PM PDT
C84CCA64E16A45D...

Marcus McCutcheon
Baker & Hostetler LLP
Counsel for Shoreline Community College



10/10/2024

Kaleigh N. Boyd
Tousley Brain Stephens PLLC
Counsel for Plaintiff and the Putative Class

Signed by:

10/3/2024 | 8:24 PM PDT
EC37BE29EB8E444

By: Dr. Jack Kahn
President, for Shoreline Community College



Heather Loschen

SIGNATURE CERTIFICATE



REFERENCE NUMBER

49271F34-C7FE-4163-A285-9ED2ABB0C469

TRANSACTION DETAILS

Reference Number

49271F34-C7FE-4163-A285-9ED2ABB0C469

Transaction Type

Signature Request

Sent At

10/07/2024 12:47 EDT

Executed At

10/10/2024 17:37 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

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Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Shoreline Community College - Settlement Agreement Final docx

Filename

Shoreline_Community_College_-_Settlement_Agreement_Final_docx.pdf

Pages

18 pages

Content Type

application/pdf


File Size

402 KB

Original Checksum

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Heather Loschen</p> <p>Email heatherfreedloschen@gmail.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9a8d2d39333f96713973c8108ec7a40029bfdd24026066802ff1363c228544af</p> <p>IP Address 67.183.192.28</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 44C9985B</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 10/10/2024 17:35 EDT</p> <p>Identity Authenticated At 10/10/2024 17:37 EDT</p> <p>Signed At 10/10/2024 17:37 EDT</p>

AUDITS

TIMESTAMP	AUDIT
10/07/2024 12:47 EDT	Amy Stanton (astanton@tousley.com) created document 'Shoreline_Community_College_-_Settlement_Agreement_Final_docx.pdf' on Chrome via Windows from 52.45.54.47.
10/07/2024 12:47 EDT	Heather Loschen (heatherfreedloschen@gmail.com) was emailed a link to sign.
10/10/2024 17:35 EDT	Heather Loschen (heatherfreedloschen@gmail.com) viewed the document on Chrome via Windows from 67.183.192.28.
10/10/2024 17:37 EDT	Heather Loschen (heatherfreedloschen@gmail.com) authenticated via email on Chrome via Windows from 67.183.192.28.
10/10/2024 17:37 EDT	Heather Loschen (heatherfreedloschen@gmail.com) signed the document on Chrome via Windows from 67.183.192.28.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

BDD8364F-F313-465B-9086-54DB96FF526C

TRANSACTION DETAILS

Reference Number

BDD8364F-F313-465B-9086-54DB96FF526C

Transaction Type

Signature Request

Sent At

10/10/2024 17:48 EDT

Executed At

10/10/2024 17:49 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

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Signer Sequencing

Disabled

Document Passcode

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DOCUMENT DETAILS

Document Name

2024 10 10 SIGNED Settlement Agreement - Heather Loschen

Filename

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Pages

19 pages

Content Type

application/pdf


File Size

281 KB

Original Checksum

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Kaleigh N. Boyd</p> <p>Email kboyd@tousley.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 343ad2ab0db02f5e4850061b770f725eab27e94d3963a271db501b03ad1c137d</p> <p>IP Address 65.152.161.130</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 4B4FFFB5</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 10/10/2024 17:49 EDT</p> <p>Identity Authenticated At 10/10/2024 17:49 EDT</p> <p>Signed At 10/10/2024 17:49 EDT</p>

AUDITS

TIMESTAMP	AUDIT
10/10/2024 17:48 EDT	Amy Stanton (astanton@tousley.com) created document '2024_10_10_SIGNED_Settlement_Agreement_-_Heather_Loschen.pdf' on Chrome via Windows from 54.144.112.110.
10/10/2024 17:48 EDT	Kaleigh N. Boyd (kboyd@tousley.com) was emailed a link to sign.
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10/10/2024 17:49 EDT	Kaleigh N. Boyd (kboyd@tousley.com) signed the document on Chrome via Windows from 65.152.161.130.