

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Introduction. This Settlement Agreement (“Agreement” or “Settlement”) is hereby entered by and between Defendant Premera Blue Cross (“Defendant”) and Plaintiffs Jacob Dick and Kayla Hand (“Plaintiffs”), who are acting both individually and in their capacities as class representatives in the case entitled *Jacob Dick and Kayla Hand v. Premera Blue Cross.*, Case No. 21-2-02913-9 SEA, filed in King County Superior Court on March 3, 2021 (the “Lawsuit”).

### II. Recitals.

A. Certification of Settlement Class. Plaintiffs and Defendant (hereafter, the “Parties”) stipulate that this Lawsuit should be certified as a class action for settlement purposes. The two Settlement Classes are defined as: (1) the Unpaid Work and Meal Break Class; and (2) the Sick Leave Class. The Unpaid Work and Meal Break Class is defined as: all current and former non-exempt employees of Premera who have worked in Washington state as Customer Service Representatives, Correspondence Representatives, Claims Associates, Enrollment Analysts, or in customer service positions with similar titles between March 3, 2018 and February 10, 2022. The Sick Leave Class is defined as: all current and former non-exempt employees of Premera who have worked for Premera in Washington state, and who (1) worked more than 80 hours in a single pay period between March 3, 2018 and February 10, 2022; and/or (2) worked in the final pay period of 2020 without accruing PTO.

B. Investigations and Due Diligence. The Parties have engaged in formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Lawsuit. As part of this review and investigation, the Parties and their counsel have: (1) interviewed Class Members; (2) collected, reviewed, and analyzed extensive documents, timekeeping records, payroll data, and other information concerning the composition of the Settlement Classes, the merits of Plaintiffs’ claims and Defendant’s defenses, and the potential damages; and (3) amply considered and analyzed their respective claims or defenses. The Parties have engaged in litigation in King County Superior Court. The Parties reach this settlement after extensive investigation, discovery, litigation, and negotiation.

III. Settlement Negotiations. The Parties engaged in mediation before experienced mediator Teresa Wakeen (the “Mediator”) on January 19, 2022. In connection with the settlement negotiations at mediation and subsequent negotiations in the following three weeks, the Parties ultimately executed a CR 2A agreement outlining the terms of the Settlement, dated February 10, 2022 (“Term Sheet”). All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ mediation conference, the Parties have reached a class action settlement of this Lawsuit that they believe to be fair, adequate and reasonable, and that Plaintiffs believe is in the best interests of the proposed Settlement Classes. This Agreement memorializes the terms of the final Settlement agreed to by the Parties. Once this Agreement is executed by all Parties, this Agreement shall supersede the Term Sheet.

### IV. Agreements.

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that all claims asserted in this Lawsuit are hereby compromised

and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is approved by the Superior Court, then Plaintiffs' claims shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions.

A. No Admission of Fault. Defendant expressly denies any wrongdoing or violation of state law. The Settlement is not a concession or admission and shall not be used against Defendant as an admission with respect to any claim of any fault, concession, or omission by Defendant.

B. Res Judicata. The judgment following the Final Approval Order is intended to have res judicata effect on all past, current, and future claims that were or could have been asserted, arising from the Lawsuit or any amended complaint and contained in the Release set forth below.

C. Definitions.

1. "Settlement" means the settlement reached by the Parties through the negotiation process described in Section III, above, as set forth in this Agreement.

2. "Settlement Classes" and "Settlement Class Members" means all members of the Unpaid Work and Meal Break Class and the Sick Leave Class.

3. "Unpaid Work and Meal Break Class" and "Unpaid Work and Meal Break Class Members" means all current and former non-exempt employees of Premera who have worked in Washington state as Customer Service Representatives, Correspondence Representatives, Claims Associates, Enrollment Analysts, or in customer service positions with similar titles between March 3, 2018, and February 10, 2022.

4. "Sick Leave Class" and "Sick Leave Class Members" mean all current and former non-exempt employees of Premera who have worked for Premera in Washington state, and who (1) worked more than 80 hours in a single pay period between March 3, 2018, and February 10, 2022; and/or (2) worked in the final pay period of 2020 without accruing PTO.

5. "Qualified Class Members" refers to those Settlement Class Members who do not opt out of the Settlement.

6. "Settlement Class Period" means the period from March 3, 2018 through February 10, 2022.

7. "Class Counsel" means Marc Cote and Anne Silver of Frank Freed Subit & Thomas LLP and Gregory Skidmore and Vera Fomina of Skidmore & Fomina, PLLC.

8. "Notice" or "Notice of Settlement" means the notice of this Settlement attached hereto as Exhibit I and which the Parties intend to be mailed and emailed to Settlement Class Members following the Superior Court's entry of an order granting preliminary approval of the Settlement.

9. "Settlement Administrator" means CPT Group, Inc., whose appointment is subject to the Superior Court's approval.

10. The "Initial Mailing Date" is the date that the Settlement Administrator first mails and emails the Notice of Settlement approved by the Superior Court to all Settlement Class Members.

11. The “Objection/Opt-Out Deadline” is thirty (30) days after the Initial Mailing Date.

12. “Valid Exclusion Request” means a request by a Settlement Class Member to opt out of the Settlement that meets the following criteria: (i) is in writing; (ii) states that individual’s current address; (iii) contains the following statement: “I request that I be excluded from the Settlement Class in the case of *Dick v. Premera Blue Cross*”; (iv) is signed; and (v) is mailed to the Settlement Administrator at the address provided in the Notice and postmarked within thirty (30) calendar days after the Initial Mailing Date.

13. “Objection” means a written objection to the Settlement by a Qualified Class Member that is both filed with the Superior Court and mailed to and received by counsel for all Parties, along with any supporting documentation that the person wishes the Court to consider, no later than thirty (30) days after the Initial Mailing Date.

14. “Effective Date” means the date of the Superior Court’s entry of the Final Approval Order, if there are no Objections. If there are Objections and a timely appeal is made to the Final Approval Order, the Effective Date shall be the later of either (1) 31 days following the Superior Court’s entry of the Final Approval Order, or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals, resulting in final judicial approval of the Settlement.

15. “Final Approval Order” refers to an order by the Court that grants final approval of this Settlement.

16. “Qualified Settlement Fund” refers to the common fund that will be established and maintained by the Settlement Administrator and from which payments to Qualified Class Members, Class Counsel, Plaintiffs, and the Settlement Administrator will be made. The “Qualified Settlement Fund” is intended to be a qualified settlement fund within the meaning of the Internal Revenue Code, 26 U.S.C. § 468B, and Treasury Regulation 26 CFR § 1.468B-1.

D. Release. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement and release of all “Qualified Class Member Released Claims” against Premera Blue Cross, all entities affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint ventures, joint employers, clients, predecessors, managers, servants, successors-in-interest, assigns, current and former employees, including but not limited to agents, insurers, attorneys, and all persons or entities acting in concert or affiliate with any of them. “Qualified Class Member Released Claims” means all claims that were raised in Plaintiffs’ Amended Class Action Complaint for Damages filed on January 6, 2022 (“Amended Complaint”) or based on the facts alleged in the Amended Complaint and that arose during the Settlement Class Period. The Parties acknowledge that the only claims released by Unpaid Work and Meal Break Class Members will be the unpaid pre-shift time and meal break claims asserted on their behalf in the Amended Complaint (or based on the facts alleged in paragraphs 5.1.1-5.2.2 of the Amended Complaint). The only claims released by the Sick Leave Class will be the sick leave accrual claims asserted on their behalf (and any claims based on the facts alleged in paragraphs 5.3.1-5.3.3 of the Amended Complaint). Qualified Class Members recognize that the Release encompasses all claims referenced above whether known or unknown. Thus, even if a Qualified Class Member discovers facts in addition to or different from those that they may now know or believe to be true with respect to the claims that are the subject of this Release, those claims will remain released and forever barred. Named Plaintiffs represent and

warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to this Lawsuit, including without limitation, any claim for benefits, proceeds, or value under the Lawsuit, and that Named Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Lawsuit or in any benefits, proceeds, or value under the Lawsuit. The Parties also acknowledge that neither Plaintiffs nor Qualified Class Members release any other employment-related claims or claims for workers' compensation benefits or any claim that may not be released by law.

E. Conditions Precedent. This Agreement and Settlement are contingent upon, and will become final and effective upon the occurrence of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters a Final Approval Order; and
3. The Effective Date occurs, and any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

F. Settlement Consideration. Defendant agrees to pay a total Settlement Sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Common Fund Payment") for a common fund settlement of the Lawsuit. The Common Fund Payment shall be used to satisfy all of the following: (1) the settlement awards to be paid to Qualified Class Members (hereafter, the "Settlement Awards"), (2) the service awards to be paid to the Plaintiffs (hereafter, the "Service Awards"), (4) the award of attorneys' fees and costs to Class Counsel (hereafter, the "Attorneys' Fees Award" and "Costs Payment"), and (5) the settlement administration expenses (hereafter, the "Settlement Administration Expenses Award") to be paid to the Settlement Administrator, all as approved by the Superior Court. The Common Fund Payment shall be delivered by Defendant to the Settlement Administrator within fifteen (15) days of the Effective Date. The Common Fund Payment does not include the employer's share of any payroll taxes on the portion of the Common Fund Payment that is characterized as wages. The employer's share of payroll taxes required for the wage portion of individual settlement payments issued shall be calculated by the Settlement Administrator, and such amount shall additionally be paid by Defendant to the Settlement Administrator promptly upon request.

G. Distribution of the Settlement Amount. As part of Plaintiffs' motion for final approval, Class Counsel will submit an application for an Attorneys' Fees Award not to exceed 30 percent of the Common Fund Payment, an application for a Costs Payment not to exceed \$18,000, an application for a Settlement Administration Expenses Award not to exceed \$18,500, and an application for Service Awards of \$12,000 for Plaintiff Dick and \$6,000 for Plaintiff Hand. The amounts approved by the Court will be deducted from the \$3,500,000.00 Settlement Amount, and the remainder after these deductions (the "Net Settlement Fund") shall be available to fund Settlement Awards to Qualified Class Members. If the Court approves the payments in each category described above, the Net Settlement Fund is expected to be no less than \$2,390,500, calculated as follows:

<b>\$3,500,000</b>	<b>Common Fund Payment</b>
\$1,050,000	Attorneys' Fees Award (30 percent of Common Fund Payment)
\$18,000	Costs Payment
\$18,500	Settlement Administration Expenses Award
\$18,000	Service Awards
- \$5,000	Expert Award Calculation Costs
<b>\$2,390,500</b>	<b>Estimated Net Settlement Fund</b>

H. Calculation of Settlement Awards.

1. Subject to approval by the Superior Court, the calculations of gross (pre-tax) estimated Settlement Awards will be made by Certified Public Accountant and Microsoft Certified Database Administrator James B. Pizl ("Award Calculation Expert") based on data to be submitted by Defendant, which is presumed to be accurate.

2. Within fourteen (14) days of signing this Agreement, Defendant will provide Class Counsel with an Excel spreadsheet containing an accurate list of each Settlement Class Member's name, employee ID number, phone number, mailing address, email address, whether the Settlement Class Member is a member of the Unpaid Work and Meal Break Class, and whether the Settlement Class Member is a member of the Sick Leave Class. Additionally, within fourteen (14) days of signing this Agreement, Defendant will provide Class Counsel with (1) timekeeping data for all Settlement Class Members for the entire Settlement Class Period in the form provided in PREMERA\_DICK0000475 for the period through the end of 2018 and in the form provided in PREMERA\_DICK0000480 for the period from January 1, 2019 through February 10, 2022 and (2) pay rate data in the form provided in the "Compensation History" tab of PREMERA\_DICK0000669 for the period from March 3, 2018 to February 10, 2022. Defendant will also provide the social security number of each Settlement Class Member to the Settlement Administrator for tax reporting purposes. Upon request from the Award Calculation Expert, Settlement Administrator, or Class Counsel, Defendant will provide other data as reasonably necessary to complete award calculation or settlement administration duties under this Agreement.

3. Final Settlement Awards will be calculated after the Objection/Opt-Out Deadline to determine the appropriate award for each Settlement Class Member who does not opt out of the Settlement ("Qualified Class Member"). The Award Calculation Expert shall provide counsel for the Parties with an electronic report setting forth the results of these calculations. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions to the Superior Court, who shall make the final decision regarding any disputed calculations of any Settlement Awards.

4. Calculation Formula. The Net Settlement Fund will be allocated between the Unpaid Work and Meal Break Class and Sick Leave Class as follows: 91% will be allocated to the claims brought by the Unpaid Work and Meal Break Class and 9% will be allocated to the claims brought by the Sick Leave Class ("Sick Leave Portion"). From the funds allocated to the Unpaid Work and Meal Break class, 51% will be allocated to the unpaid work claims ("Unpaid Work Portion") and 49% will be allocated to the meal break claims ("Meal Break Portion"). For the Settlement Classes, the Settlement Awards will be calculated as follows:

- a. For the Sick Leave Class, each Qualified Class Member will be allocated a proportional amount of the Net Settlement Fund based on their number of hours worked over 80 hours in a pay period and hours worked in the final pay period of 2020. The method for calculating the Sick Leave Portion of the Settlement Awards for the Sick Leave Class shall be as follows: The total number of hours worked over 80 hours in a pay period during the Settlement Class Period and hours worked in the final pay period of 2020 for all Qualified Class Members in the Sick Leave Class will be the denominator, and each Qualified Class Member's individual total hours worked over 80 hours in a pay period during the Settlement Class Period and hours worked in the final pay period of 2020 will be the numerator. The resulting percentage will be multiplied by the Sick Leave Portion of the Net Settlement Fund to arrive at each Qualified Class Member's Sick Leave Portion of his or her Settlement Award.
- b. For the Unpaid Work and Meal Break Class, each Qualified Class Member will be allocated a proportional amount based on the calculations below:
  - (1) For the Unpaid Work Portion, each Qualified Class Member will be allocated a proportional amount of the Net Settlement Fund based on their shifts worked during the Settlement Class Period. The method for calculating the Settlement Awards for the Unpaid Work Portion shall be as follows: The total number of all shifts worked by Unpaid Work and Meal Break Class Members during the Settlement Class Period will be the denominator, and each Unpaid Work and Meal Break Class Member's individual number of shifts worked during the Settlement Class Period will be the numerator. The resulting percentage will be multiplied by the Unpaid Work Portion of the Net Settlement Fund to arrive at each Unpaid Work and Meal Break Class Member's individual amount from the Unpaid Time Portion.
  - (2) For the Meal Break Portion, each Qualified Class Member will be allocated a proportional amount of the Net Settlement Fund based on the Award Calculation Expert's identification of missed meal breaks, meal breaks of less than thirty minutes, and meal breaks taken after more than five hours worked. The method for calculating the Settlement Awards for the Meal Break Portion of the Unpaid Work and Meal Break Class shall be as follows: The total amount of unpaid wages from alleged meal break violations during the Settlement Class Period as identified by the Award Calculation Expert will be the denominator, and each Unpaid Work and Meal Break Class Member individual amount of unpaid wages from alleged meal break violations during the Settlement Class Period as identified by the Award Calculation Expert will be the numerator. The resulting percentage will be multiplied by the Meal Break Portion of the

Net Settlement Fund to arrive at each Unpaid Work and Meal Break Class Member's individual amount from the Meal Break Portion.

- c. Each Qualified Class Member's Settlement Award will be the sum of that individual's Sick Leave Portion, Unpaid Work Portion, and Meal Break Portion, as described above.

5. Allocation of Settlement Awards Between Wages and Non-Wages. Fifty Percent (50%) of each Qualified Class Member's proportional share of the Net Settlement Fund will be allocated and characterized as W-2 wages (which shall be subject to applicable payroll taxes and withholdings), and the remaining fifty percent (50%) of each Qualified Class Member's proportional share of the Net Settlement Fund will be allocated and characterized as 1099 non-wages (prejudgment interest and exemplary damages). None of the payments made to Qualified Class Members are to be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made or as a result of this Settlement, unless required by the plan documents or otherwise required by law.

- a. Qualified Class Members' employee portion of appropriate payroll taxes shall be deducted and withheld from the Qualified Class Member Settlement Awards by the Settlement Administrator. Defendant shall be responsible for separately paying the employer's portion of such payroll taxes in the amount calculated by the Settlement Administrator.

- b. Within thirty (30) calendar days of the Effective Date, Defendant shall pay the sum of \$3,500,000 to the Settlement Administrator. The Settlement Administrator shall create and maintain a Qualified Settlement Fund for these funds. In coordination with the Settlement Administrator, Defendant shall pay its employer's share of payroll taxes.

- I. Attorneys' Fees Award and Costs Payment. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an award of attorneys' fees of no more than 30 percent of the Common Fund Payment (\$1,050,000) and a Costs Payment of no more than \$18,000.

- J. Service Awards. Class Counsel will request that Plaintiffs Jacob Dick and Kayla Hand be given Service Awards, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities. The amount requested for Plaintiff Dick shall be \$12,000 and the amount requested for Plaintiff Hand shall be \$6,000.

- K. Settlement Administration.

1. The Settlement Administrator shall be responsible for notice mailings and emails to the Settlement Classes, tracing undeliverable mailings, recording and tracking responses to the mailings to the Settlement Class Members, tracking and responding to any inquiries made by Settlement Class Members, handling Settlement Award payments, and any other related tasks mutually agreed to by the Parties.

2. Within seven (7) days after the Objection/Opt-Out Deadline, the Settlement Administrator shall provide the Parties with an electronic report setting forth the names and

identities of any Settlement Class Members who submitted a Valid Exclusion Request in conformity with this Agreement and copies of any Exclusion Requests returned.

3. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award to be paid to the Settlement Administrator. The costs, fees, and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court, and will not exceed \$18,500.

L. Notice/Approval of Settlement Agreement. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Classes, notifying the Settlement Class Members, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Qualified Class Members:

1. Plaintiffs shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement. Included in this motion will be a request to stay all proceedings in this Lawsuit except those related to the effectuation of the Settlement.

2. For purposes of this Settlement, the Parties will ask the Superior Court to enter an order certifying the Settlement Classes, finding Plaintiffs to be adequate and typical class representatives for the Settlement Classes for purposes of settlement, finding that there are common issues that predominate over individualized issues for purposes of settlement, certifying Plaintiffs' attorneys as adequate Class Counsel for the Settlement Classes, preliminarily approving the Settlement and this Agreement, approving the form of the Notice and its mailing to the Settlement Classes, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order").

3. Defendant will cooperate with the Settlement Administrator and Class Counsel to provide current or last known contact information for all Settlement Class Members for notice purposes, including assisting the Settlement Administrator and Class Counsel in finding addresses for those Settlement Class Members whose last known addresses are incorrect or no longer valid.

4. Subject to the Superior Court's approval, the Notice shall be provided using the following procedures:

- a. Within fourteen (14) days of the date the Superior Court issues the Preliminary Approval Order, the Settlement Administrator shall mail and email the Notice to all Settlement Class Members ("Initial Mailing Date") in the form attached as Exhibit 1 hereto, and shall provide counsel for the Parties with a copy of the mail-merge spreadsheet used for the Notice mailings, which will include the estimated settlement award for each Settlement Class Member.
- b. The Notice shall provide that Settlement Class Members who do not opt out and who wish to object to the Settlement must file with the Court and submit to counsel for the Parties a written statement objecting to the Settlement on or before the Objection/Opt-Out Deadline ("Objection").



If a person wishes to have the Court consider the written statement objecting to the Settlement, the person (i) must not exclude himself or herself from the Settlement Class and (ii) must file with the Court and mail to counsel for the Parties the written objection, along with any supporting documentation that the person wishes the Court to consider, no later than thirty (30) days after the Initial Mailing Date. If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of the Settlement, including the release of all Qualified Class Member Released Claims, so long as the Settlement is granted final approval by the Court. The Parties shall submit any responses to objections no later than fourteen (14) days after the Objection/Opt-Out Deadline. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement or Class Counsel's request for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All Qualified Class Members shall be bound by the Settlement and by all proceedings, orders and judgments in this Action.

- c. The Notice shall also provide that Settlement Class Members who wish to exclude themselves (*i.e.*, opt out) from the Settlement Classes must mail a letter to the Settlement Administrator requesting exclusion from the Settlement Class on or before the Objection/Opt-Out Deadline. An exclusion request must: (i) be in writing; (ii) state that individual's current address; (iii) contain the following statement or the substantial equivalent: "I request that I be excluded from the Settlement Class in the case of *Dick v. Premera Blue Cross*"; (iv) be signed; and (v) be mailed to the Settlement Administrator at the address provided in the Notice and postmarked within thirty (30) calendar days after the Initial Mailing Date. Each individual who properly files a timely written request for exclusion shall be excluded from the Settlement Classes and shall have no rights under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement. An exclusion request shall be deemed timely if it is postmarked no later than thirty (30) calendar days after the Initial Mailing Date.
- d. Any supplemental correspondence or other written communications to Settlement Class Members concerning the Notice, the exclusion process, and/or other aspects of settlement administration shall be coordinated in advance and agreed to by counsel for the Parties. Notwithstanding the foregoing, Class Counsel or Settlement Administrator may answer inquiries about the case or Settlement from individual Settlement Class Members without advance coordination

with counsel for Defendant. All responses the Settlement Administrator or Class Counsel provide will be consistent with the terms of this Agreement and the Notice.

5. If more than ten percent (10%) of the Settlement Class Members collectively timely request exclusion, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Agreement, to withdraw from the Agreement in its entirety, whereupon the Agreement shall be null and void for any and all purpose. If Defendant elects to exercise its rights under this provision, it will so notify Class Counsel and the Court in writing no later than ten (10) business days after receiving written notice from the Settlement Administrator regarding the number of opt-outs.

6. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement.

7. Should any Notice be returned as undeliverable, the Settlement Administrator shall attempt one trace to locate a good address and, if located, shall make a second attempt at mailing the Notice. If such Notice is again returned as undeliverable, no further attempts at delivery of the Notice are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail a Notice to a Settlement Class Member at an address obtained by other means if the Settlement Class Member's Notice is returned as undeliverable or upon the Settlement Class Member's request for the same (e.g., if Plaintiffs, Class Counsel, Defendant, or another Settlement Class Member provides the Settlement Administrator an address for a Settlement Class Member not previously provided by Defendant or obtained through a trace). Defendant shall cooperate with Settlement Administrator to provide the social security number of any Settlement Class Member where a trace must be conducted due to the notice being returned as undeliverable.

8. No later than fourteen (14) calendar days before the Objection/Opt-Out Deadline (or sixteen (16) days after the Initial Mailing Date), Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement, including payment of attorneys' fees and costs. No later than fourteen (14) calendar days after the Objection/Opt-Out Deadline (or forty-four (44) days after the Initial Mailing Date), Class Counsel will file a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Settlement Class Members who have opted out of the Settlement and to respond to any Objections to the Settlement.

9. Subject to the Superior Court's availability and direction and no earlier than twenty-one (21) days after the Objection/Opt-Out Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to enter a Final Approval Order that grants final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Awards to the Named Plaintiffs, and to enter final judgment dismissing Plaintiffs' claims with prejudice and without costs (except as specifically provided in this Agreement).

10. After entry of the Final Approval Order, the Superior Court shall have continuing jurisdiction vis-à-vis Plaintiffs' claims for the purposes of enforcement of the

Settlement, including addressing settlement administration matters and other related matters as may be appropriate under Court rules.

11. Within seven (7) calendar days following receipt of Defendant's Common Fund Payment, the Settlement Administrator shall pay the Attorneys' Fees and Costs Award and Service Awards approved by the Court. These payments will not be subject to any withholdings, and each of the payments will be reported on separate IRS Forms 1099-MISC (marked "Other Income"). Within fourteen (14) calendar days following receipt of Defendant's Common Fund Payment, or as soon thereafter as practicable, the Settlement Administrator shall mail Settlement Award checks to Qualified Class Members.

12. Any Qualified Class Member whose Settlement Award check is returned as undeliverable shall receive his/her Settlement Award from the Settlement Administrator if he/she contacts the Class Counsel or the Settlement Administrator and provides a correct mailing address within ninety (90) days after the mailing of the Settlement Award checks.

13. Defendant will receive no reversion from the Settlement Amount. If, after ninety (90) days following issuance of checks to Qualified Class Members, a Settlement Award check remains uncashed without the Qualified Class Member having provided an updated mailing address within the ninety (90) day period, the Settlement Administrator will stop payment on the check. The Qualified Class Member who has not cashed the check will have no interest in the Settlement Award and funds from the uncashed check will be considered residual funds. In addition, the Settlement Administrator will amend the payments reported to the IRS and applicable state tax authority if any Settlement Award checks are not cashed and will provide any applicable payroll tax refunds to Defendant.

14. Of the residual funds, the Settlement Administrator will maintain a reserve fund to pay any claims for which the Defendant did not provide accurate Settlement Class Member data or for any Settlement Class Members who were inadvertently left off the initial list produced by Defendant (or for any other purposes agreed by the Parties to ensure all Qualified Class Members receive appropriate payments). The Settlement Administrator will attempt to make payments from the reserve fund at the direction of Class Counsel and Defendant's counsel no later than one-hundred and twenty (120) days following the initial issuance of checks to Qualified Class Members.

15. If, after one-hundred and twenty (120) days following the initial issuance of checks, any funds remain, the Settlement Administrator will pay any remaining amount from uncashed checks ("residual funds") equally to the Legal Foundation of Washington.

16. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court's Final Approval Order, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

M. Confidentiality. The Parties and their respective counsel agree to keep the terms of this Settlement confidential until approval of the Settlement is sought from the Court, except as reasonably necessary in initial court filings regarding the Settlement (such as a notice of settlement or stipulation to stay case deadlines). The Parties also agree not to issue a press release about the Settlement. Plaintiffs and Plaintiffs' counsel shall not affirmatively communicate with the media. The Parties and their counsel may provide truthful answers to questions regarding the Settlement if contacted by a member of the media. Plaintiffs and Class Counsel shall not post any terms of the Settlement on the internet, including any website, except for limited reference to the Settlement on an online resume regarding Class Counsel's experience. Nothing in this paragraph shall prevent Plaintiffs and Class Counsel from communicating with immediate family members, tax advisors, the class members, or the Court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients in the Action. Nothing herein will restrict Class Counsel from referencing the Action or Settlement (to the extent this information is publicly available) in future judicial submissions to demonstrate Plaintiffs' Counsel's experience and qualifications or in any resume or website profile regarding Class Counsel's experience

N. Payroll and Timekeeping Practices. Defendant represents that it has revised its payroll and timekeeping practices to address pre-shift work and timely meal periods. Specifically, Defendant has done the following:

1. Instructed non-exempt employees to record all their time worked, including time for booting up computers and logging in to Premera's systems; and
2. Corrected the error associated with the central scheduling of meal periods for employees who regularly work four 10-hour shifts per week.

O. Wage and Hour Training. Defendant agrees to provide wage and hour rights training for all supervisors and managers in Washington.

P. Sick Leave Accrual. Plaintiffs represent that they have, or will, provide proposed changes to Defendant's Paid Time Off accrual practices that Defendant will consider in good faith.

Q. Miscellaneous Provisions.

1. This Agreement may be amended or modified only by a written instrument signed by counsel for the Parties.
2. This Agreement constitutes the entire Agreement among the Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement, the Notice (Exhibit 1).
3. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement.


4. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.


5. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.


6. Plaintiffs and Defendant believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, and taking into account all relevant factors, present and potential.

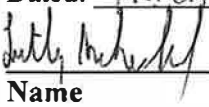
7. Except for the attorney fees and costs set forth in this Agreement, the Parties are to bear their own subsequent attorney fees and costs related to the Action.


8. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impracticable to have each Settlement Class Member execute this Agreement. The Notice will provide all Class Members with a summary of the Settlement and will advise all Class members of the binding nature of the Release. Excepting only those Class members who timely submit an opt-out letter, the Class Settlement Notice shall have the same force and effect as if this Agreement were executed by each Settlement Class member. Class Counsel warrants and represents that they are authorized by the Named Plaintiffs to take all appropriate action required to effectuate the terms of this Agreement.

Dated: March 10 2022  
  
Jacob Dick (Mar 10, 2022 10:42 PST)  
**Jacob Dick, Individually and  
on Behalf of Settlement Classes**

Dated: 3/11/2022  
  
Kayla Hand (Mar 11, 2022 02:56 PST)  
**Kayla Hand, Individually and  
on Behalf of Settlement Classes**

Dated: 3/11/2022  
  
**Marc Cote  
Counsel for Named Plaintiffs and  
Class Counsel**

Dated: March 15, 2022  
  
**Judith Muehle, as Assistant General Counsel**  
Name Title  
**Premera Blue Cross**

Dated: March 16, 2022  
  
**Steven Moore  
Counsel for Defendant**

# **EXHIBIT 1**

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

*Jacob Dick and Kayla Hand v. Premera Blue Cross*

Case No. 21-2-02913-9

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation from a lawyer.*

**TO:** All current and former non-exempt employees of Premera who have worked in Washington state as Customer Service Representatives, Correspondence Representatives, Claims Associates, Enrollment Analysts, or in customer service positions with similar titles between March 3, 2018 and February 10, 2022, and to all current and former non-exempt employees of Premera who have worked for Premera in Washington state, and who (1) worked more than 80 hours in a single pay period between March 3, 2018 and February 10, 2022; and/or (2) worked in the final pay period of 2020 without accruing PTO.

**PLEASE READ THIS NOTICE.** A settlement in a class action may affect your rights. You may be entitled to a payment from the settlement. You do not need to do anything to receive a payment so long as your contact information is current.

- Employees of Premera Blue Cross (hereinafter “Premera”) brought claims against the company for allegedly engaging in unlawful sick leave accrual and meal break practices and failing to pay for pre-shift time spent logging in to Premera’s computer systems. The parties to the case have reached settlement of all claims.
- Premera denies all liability, denies all allegations, and has raised various defenses to the claims. Premera asserts that it fully complied with all applicable wage and hour laws. Premera also denies that this action is suitable for class certification. Premera has entered into this Settlement solely for the purpose of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.
- The court has certified this class for settlement purposes only.
- The settlement will include a total settlement payment by Premera of \$3,500,000.
- To receive a share of the settlement payment, you must not exclude yourself from the Settlement.
- Listed below is the estimated gross amount of your share of the Settlement before taxes if you do not exclude yourself. This is based on a detailed analysis of Premera’s timekeeping and payroll data, your specific hours and shifts worked, and your meal break punch-out and punch-in data. (The final amount may be different. This is only an estimate.)

<b>Your Estimated Gross Settlement Recovery Before Taxes</b>
\$,***.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will be eligible to get a payment for your share of the Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive your payment.)
<b>OPT OUT</b>	You will not receive any payment from this Settlement. You will be free to pursue, or not pursue, any claims for unaccrued sick leave, unpaid work time, or meal break violations against Premera that are not barred by the statute of limitations.

<b>OBJECT</b>	Write to the Court if you do not like the Settlement and explain why.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

- 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. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

### BASIC INFORMATION

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

Premera’s records show that you worked as a Customer Service Representative, Correspondence Representative, Claims Associate, Enrollment Analyst, or in a customer service position with a similar title between March 3, 2018, and February 10, 2022, or that you worked as a non-exempt employee and (1) worked more than 80 hours in a single pay period between March 3, 2018 and February 10, 2022; and/or (2) worked in the final pay period of 2020 without accruing PTO. The Court has allowed this Notice to be sent to you to inform you about a settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who have not opted out of the Settlement.

This Notice explains the Case, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

#### **2. What is the Case about?**

The lawsuit claims that Premera violated Washington State wage and hour laws from March 3, 2018 to February 10, 2022. For employees in customer service positions, the lawsuit claims that Premera did not always pay for all hours worked in violation of Washington law because the company did not pay for time spent logging in to the computer system. The lawsuit also alleges that Premera did not provide employees in customer service positions with full thirty-minute meal breaks at the times mandated by Washington law. The lawsuit also claims that Premera did not always provide PTO accrual to employees working more than 80 hours in a pay period and did not provide PTO accrual for the final pay period of 2020. Premera denies these claims. Nonetheless, the parties have reached a settlement.

King County Superior Court is overseeing this Class Action. The Case is known as *Dick v. Premera Blue Cross*, Case No. 21-2-02913-9 SEA (the “Case”).

#### **3. What is a class action and who is involved?**

In a class action lawsuit, “Class Representatives” (in this case Jacob Dick and Kayla Hand) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The employees who sued, and who represent the Class, are called the Plaintiffs. The attorneys who represent the Plaintiffs and the Class are called “Class Counsel.” The entity the Plaintiffs sues is called the Defendant. In this case, the Defendant is Premera Blue Cross, otherwise known as “Premera.” One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

#### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to



compensation. The Class Representatives and Class Counsel think the Settlement is best for everyone affected in the Settlement Class.

## WHO IS IN THE SETTLEMENT

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

As part of the Settlement of the Case, the judge has decided that everyone who fits the following description is a Settlement Class Member:

Unpaid Work and Meal Break Class: *All current and former non-exempt employees of Premera who have worked in Washington state as Customer Service Representatives, Correspondence Representatives, Claims Associates, Enrollment Analysts, or in customer service positions with similar titles between March 3, 2018 and February 10, 2022.*

Sick Leave Class Members: *All current and former non-exempt employees of Premera who have worked for Premera in Washington state, and who (1) worked more than 80 hours in a single pay period between March 3, 2018 and February 10, 2022; and/or (2) worked in the final pay period of 2020 without accruing PTO.*

If approved, the Settlement will cover all Settlement Class Members who have not excluded themselves from the Case (“Qualified Class Members”). If you are a Settlement Class Member, you do not exclude yourself from the Settlement by [date], and the Settlement Administrator has your correct address, you will receive money pursuant to the Settlement.

## THE TERMS OF THE SETTLEMENT

### 6. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

Settlement Fund: Premera will pay \$3,500,000 (“Settlement Amount”) to resolve the sick leave, meal break, and unpaid time claims alleged in this lawsuit. Following the Court-approved deductions set forth below, the remaining amount, the “Net Settlement Fund,” will fund all settlement payments to Qualified Class Members. From the Settlement Amount, if approved by the judge, (a) \$18,000 will be used to compensate the named Plaintiffs who brought the Case for their service and assistance in prosecuting the claims (“Service Awards”); (b) no more than 30 percent of the Settlement Amount will be used to compensate Class Counsel for the attorneys’ fees they have incurred in representing the Settlement Class; (c) no more than \$18,000 will be used to compensate Class Counsel for the litigation costs they have incurred in representing the Settlement Class; (d) no more than \$18,500 will be used to pay for the expenses of providing notice of the Settlement to Settlement Class Members and handling the settlement administration process (“Settlement Administration Expenses”); and (e) no more than \$5,000 will be used to compensate the expert who analyzes Premera’s timekeeping and payroll data to calculate the Settlement Awards.

Monetary Relief: The Net Settlement Fund is estimated to be no less than \$2,390,500. The Net Settlement Fund will compensate Qualified Class Members for wages allegedly lost and damages purportedly owed as a result of the practices alleged in the Case. Based on the relative amount of damages for each claim, 91% of the Net Settlement Fund will be allocated to the claims alleging unpaid work time and meal break violations and will be distributed to the Qualified Class Members in the Unpaid Work and Meal Break Class. From these funds, 51% will be allocated to the unpaid work claims (“Unpaid Work Portion”) and

49% will be allocated to the meal break claims (“Meal Break Portion”) and distributed to the Qualified Class Members in the Unpaid Work and Meal Break Class.

The remaining 9% of the Net Settlement Fund will be allocated to the claims alleging sick leave accrual violations and will be distributed to the Qualified Class Members in the Sick Leave Class (“Sick Leave Portion”).

Distribution of Net Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will become a Qualified Class Member and will be eligible to receive a settlement payment.

For members of the Sick Leave Class, settlement payments will consist of a proportional amount of the Sick Leave Portion of the Net Settlement Fund based on the total hours worked over 80 hours in a pay period during the Settlement Class Period and any hours worked in the final pay period of 2020.

For members of the Unpaid Work and Meal Break Class, payment will be based on (1) the number of shifts you worked for Premera between March 3, 2018 and February 10, 2022 and (2) your potential damages for missed, late, and curtailed meal breaks as calculated by an expert based on Premera’s timekeeping and payroll records between March 3, 2018 and February 10, 2022.

Checks will be mailed to the last known address of all Settlement Class Members who do not submit a valid and timely request for exclusion. If you have friends or relatives who qualify but may not have a current address on file with Premera, please feel free to have them contact the Settlement Administrator with their current mailing address by calling **\*\*\*\_\*\*\*\_\*\*\*\***.

Premera will receive no reversion from the settlement funds. This means that if you opt out of the Settlement, the money that would have been paid to you will not be returned to Premera. Instead, it will be paid to the other Qualified Class Members. Also, if you do not cash your settlement check, that check amount will not be returned to Premera. You will have 90 days to cash your settlement check after the date the check was issued. After that date, if you have not cashed your settlement check, you will have no interest in the settlement funds. After 120 days following the initial issuance of checks to Qualified Class Members, the Settlement Administrator will pay any remaining amount from uncashed checks to the Legal Foundation of Washington.

Tax Treatment of Settlement Awards: 50% of your settlement award is for wages and will be reported on an IRS Form W-2. The Settlement Administrator will calculate and deduct payroll taxes from this wage allocation. The remaining 50% of your settlement award will be treated as non-wages (prejudgment interest and exemplary damages) on which there will be no tax withholding and for which an IRS Form 1099 (marked “Other Income”) will be issued.

Release of Claims: As part of the Settlement, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will release all claims or causes of action against the Defendant which were raised in Plaintiffs’ Amended Class Action Complaint or are based on the facts alleged in the Amended Complaint and which arose between March 3, 2018 and February 10, 2022. This includes a release of any claims for sick leave accrual, meal break violations, and pre-shift unpaid hours worked. This release encompasses all claims in the Complaint whether known or unknown.

## HOW YOU CAN GET PAYMENT

Page 4 of 6

For more information, call **(\*\*\*) \*\*\*\_\*\*\*\***.

#### 7. How can I get a payment?

To get a payment, you must **not** submit a request for exclusion. If your address on this notice is correct and you do not request exclusion, you will receive a payment. If you need to update your address, please call **\*\*\*-\*\*\*-\*\*\*\***.

#### 8. When would I get my payment?

The King County Superior Court will hold a hearing on **[DATE]** to decide whether to approve the Settlement. If there is an appeal, it may take up to a year or more to resolve. If there is no appeal, we expect payments will go out in **June 2022**. Please be patient.

### THE LAWYERS REPRESENTING YOU

#### 9. Do I have a lawyer in this case?

The Court has decided that Marc Cote and Anne Silver from the law firm of Frank Freed Subit & Thomas LLP and Gregory Skidmore and Vera Fomina from the law firm of Skidmore & Fomina PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 10. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys' fees in the amount of no more than 30 percent of the total settlement amount, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel will also seek reimbursement of litigation costs incurred up to \$18,000.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 11. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you **must** request exclusion in writing by **[DATE]**. You may be excluded as a member of the class by submitting a written request stating, "I request that I be excluded from the Settlement Class in the case of *Dick v. Premera*." The request must include your name, your address, and your signature. You must mail a copy of the letter postmarked no later than **[DATE]** to the Settlement Administrator at **[ADDRESS]**.

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Section 6, above. This means you will retain the right, at your own expense, to pursue any claims you may have against Premera.

### OBJECTING TO THE SETTLEMENT

#### 12. If I don't like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have **not** excluded yourself from the Settlement, and do not like the Settlement or any aspect of it, you can object. You **must** do so in writing, and you **must** state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, telephone number, the name of the Case (*Dick v. Premera Blue Cross*, Case No. 21-2-02913-9 SEA), the reasons you object to the Settlement (along with any supporting documentation that you wish the Court to consider), and a signature. You **must** file your objection with the King County Superior Court **and** mail a copy of the objection to the following addresses **postmarked no later than [DATE]**:

Marc Cote  
Frank Freed Subit & Thomas LLP  
Counsel for Plaintiffs and Settlement Class  
705 Second Avenue, Suite 1200  
Seattle, Washington 98104

Skylar Sherwood  
Fox Rothschild LLP  
Counsel for Defendant  
1001 Fourth Avenue, Suite 4500  
Seattle, WA 98154-1065

### THE COURT'S FAIRNESS HEARING

#### 13. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [TIME AND DATE], at the King County Superior Court, 516 3rd Ave, Seattle, WA 98104. If there are objections, the judge will consider them. The judge will listen to people who have asked to speak at the hearing. At the hearing, the Court will decide whether to approve the Settlement, including Class Counsel's request for attorneys' fees, costs, settlement administration expenses, and service awards for the named Plaintiffs. We do not know how long that decision would take.

#### 14. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

### IF YOU DO NOTHING

#### 15. What happens if I do nothing at all?

If you do nothing – that is, if you do not mail or deliver a timely request for exclusion – you will be entitled to a share of the Settlement if it is approved by the Court. Please contact the Settlement Administrator, XXX, at (\*\*\*) \*\*\*-\*\*\*\* if you need to update your address.

### GETTING MORE INFORMATION

#### 16. Are there more details about the Settlement?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Anne Silver, Frank Freed Subit & Thomas LLP, 705 Second Avenue, Suite 1200, Seattle, Washington 98104. Plaintiffs' motion for final approval of the settlement agreement, including Class Counsel's request for attorneys' fees, costs, settlement administration expenses, and service awards for the named Plaintiffs will also be available for you to review on [DATE] if you contact Class Counsel and request a copy. All other documents filed in the case are available in the King County Superior Court file for *Dick v. Premera Blue Cross*, Case No. 21-2-02913-9 SEA.











# 2022 03 09 Final Settlement Agreement with Exhibit

Final Audit Report

2022-03-11

Created:	2022-03-10
By:	Megan Grosse (mgrosse@frankreed.com)
Status:	Signed
Transaction ID:	CBUCHBCAABAAMfAgmHJRmtskluq21OMmqDBgSlyMem1N

## "2022 03 09 Final Settlement Agreement with Exhibit" History

-  Document created by Megan Grosse (mgrosse@frankreed.com)  
2022-03-10 - 5:09:05 PM GMT - IP address: 50.208.205.105
-  Document emailed to Jacob Dick (jacob.a.dick@gmail.com) for signature  
2022-03-10 - 5:09:55 PM GMT
-  Email viewed by Jacob Dick (jacob.a.dick@gmail.com)  
2022-03-10 - 5:10:00 PM GMT - IP address: 66.249.84.193
-  Document e-signed by Jacob Dick (jacob.a.dick@gmail.com)  
Signature Date: 2022-03-10 - 6:42:27 PM GMT - Time Source: server - IP address: 76.22.115.244
-  Document emailed to Kayla Hand (kaylahand0216@gmail.com) for signature  
2022-03-10 - 6:42:29 PM GMT
-  Email viewed by Kayla Hand (kaylahand0216@gmail.com)  
2022-03-11 - 10:52:54 AM GMT - IP address: 66.249.84.193
-  Document e-signed by Kayla Hand (kaylahand0216@gmail.com)  
Signature Date: 2022-03-11 - 10:56:56 AM GMT - Time Source: server - IP address: 76.28.218.42
-  Agreement completed.  
2022-03-11 - 10:56:56 AM GMT



Adobe Sign