

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### I. Recitals.

A. Introduction. This class action settlement agreement (the “Settlement Agreement”) details and finalizes the terms for settlement of class claims set forth between the parties on May 10, 2017. This Settlement Agreement is entered by and among Plaintiff Jerry Brooks (“Plaintiff”), individually and on behalf of the members of the proposed settlement class defined herein in Section II.A (the “Settlement Class”), and Defendants Eitane Emerald Corp, George Demonakos and Jim Demonakos (“Defendants”), (collectively, the “Parties”), in the matter of BROOKS vs. EITANE EMERALD CORP ET AL., King County Superior Court Case No. 16-2-11493-8 SEA (the “Lawsuit”).

B. Purpose. Pursuant to the terms set forth below, Plaintiff and Defendants enter into this Settlement Agreement to bring about a full, complete and final resolution of all claims asserted in the Action against Defendants by Plaintiff and the Settlement Class. The Parties agree to settle the Action as it relates to Defendants pursuant to the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiff and counsel for Plaintiff and the proposed Settlement Class (“Class Counsel”) judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class.

C. Investigation and Due Diligence. The Parties have conducted informal and formal discovery and investigation of the facts and the law during their respective prosecution and defense of this case. As part of this review and investigation, the Parties and their counsel have: (1) interviewed witnesses; (2) collected and analyzed documents concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and Defendants’ defenses; and (3) amply considered and analyzed their respective claims or defenses. Class Counsel has also conducted a deposition of the corporate representative.

D. Defendants’ Denials of Wrongdoing and Non-Admission of Allegations. Defendants do not admit liability for the claims and contentions alleged by Plaintiff on his own behalf, and on behalf of any members of the Settlement Class. Defendants expressly deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this case. Nothing in this Agreement, any document referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing or liability whatsoever. Defendants expressly deny any such fault, wrongdoing or liability. If the Parties had not reached the Settlement, Defendants would have continued to vigorously defend against Plaintiff’s claims.

### II. Settlement Terms.

A. The Settlement Class.

This Settlement Agreement is entered into and on behalf of the individuals who fall within the following definition: All people classified as volunteers who worked for Eitane Emerald Corp, (d/b/a Emerald City Comicon Corp) in 2014 and/or 2015 at the Emerald City Comicon Conventions in Seattle, Washington (the "Proposed Class Members"). Excluded from this Proposed Class are Defendants, any entity in which Defendants have a controlling interest or which has controlling interest in Defendants, and Defendants' legal representatives, assignees and successors. Also excluded are the Judges to whom this case has been assigned and any member of the Judges' immediate family.

If any one of these individuals submits a timely exclusion request form as set forth in Section II.J of this Agreement, that individual shall lose his or her Proposed Class Member status and shall not benefit from nor be bound by the Settlement Agreement. The Settlement Class shall be composed of those Proposed Class Members who do not submit a timely exclusion request form as set forth in Section II.J of this Settlement Agreement ("Settlement Class Members"). "Eligible Class Members" refers to those Settlement Class Members, other than Plaintiff, who timely submit valid Claim Forms to participate in the Settlement Award. Plaintiff shall be an Eligible Class Member without needing to submit a Claim Form in order to obtain his Settlement Award(s).

B. Settlement Proceeds.

Subject to the Settlement taking effect and the Effective Date occurring, Defendants shall pay a total of \$493,227.84 (the "Settlement Fund") with reversion to Defendants as set out below. The Settlement Fund shall be "all inclusive," meaning that it shall be used to satisfy all of the following: (1) the settlement awards to be paid to Eligible Class Members, (2) all employer and employee payroll taxes and withholdings associated with the Settlement Awards, (3) the incentive award to be paid to the Plaintiff, (4) the award of attorneys' fees to Class Counsel, (5) the expenses and costs of litigation to be paid to Class Counsel, and (6) an award of settlement administration expenses to be paid to the Settlement Administrator, all as approved by the Superior Court. Notwithstanding any other provision of this Agreement, in no event shall Defendants be obligated to pay more than \$493,227.84 in settlement of this case, other than for their attorneys' fees.

The Settlement Fund shall be allocated as follows:

1. An incentive award to Plaintiff of \$5,000, subject to Court approval, for his service as the Settlement Class Representative. If the Court awards anything less than \$5,000 in relation to the incentive award request, then the

difference between \$5,000 and the amount received by Plaintiff shall be treated as part of the Class Fund as defined below.

2. **Attorneys' Fees and Litigation Costs:** Class Counsel shall, in conjunction with the Court's hearing on final approval of this Agreement, apply to the Court for an award of attorneys' fees to be paid from the Settlement Fund, in accordance with statutory fee-shifting and cost-shifting principles as well as the fee agreement executed by Plaintiff, and in the approximate amount of \$123,300. Class Counsel shall also, in conjunction with the Court's hearing on final approval of this Agreement, apply to the Court for reimbursement of Class Counsel's litigation costs to be paid from the Settlement Fund, in accordance with statutory fee-shifting and cost-shifting principles as well as the fee agreement executed by Plaintiff, and in the approximate amount of \$1,000.
3. Settlement Administrator costs shall be paid from the Settlement Fund.
4. The remaining funds after the foregoing (the "Class Fund") shall be paid to Eligible Class Members, subject to Court approval. The payments will be distributed to Eligible Class Members in accordance with Section II.E.

C. Settlement Administrator.

Class Counsel shall retain Settlement Services, Inc. to act as and effectuate the duties of the Settlement Administrator in accordance with this Settlement Agreement. The payment to Settlement Administrator shall be deducted from the Class Fund.

D. Effective Date and Settlement Payments.

This Settlement Agreement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties and their counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) notice has been given to the Proposed Class Members, providing them with an opportunity to opt out of the Settlement and to timely submit valid Claim Forms; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, dismissing this case with prejudice, and approving this Settlement Agreement, including awarding a reasonable amount of attorney's fees and litigation costs to Class Counsel; and (v) the effective date has occurred. The effective

date of the Settlement ("Effective Date") shall be the later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (31 calendar days from Entry of Judgment) 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. No money will be distributed unless and until the Effective Date occurs.

Within 15 calendar days of the Effective Date, Defendants shall pay the Settlement Fund to the Settlement Administrator.

Within 20 calendar days of the Effective Date, Settlement Administrator shall pay Class Counsel their attorneys' fees and the litigation costs as awarded by the Court.

E. Distribution of the Settlement Class Proceeds.

Class members, other than Plaintiff, will be required to submit claims to the Settlement Administrator, with the Settlement Administrator subsequently issuing payments to those Eligible Class members who timely submit claims.

Each Eligible Class Member shall be entitled to an individual award from the Class Fund. Class Counsel shall calculate this individual award. This individual award shall be the sum of the Settlement Class Member's proportional share based on his or her estimated hours worked.

Each individual award shall be allocated as 50% percent being for payment of wages and 50% percent being for payment as non-wages. This allocation shall not apply to the service award to the named Plaintiff because no part of such award is for the payment of wages.

The Settlement Administrator shall be responsible for reporting all settlement award payments and for forwarding all payroll taxes, withholdings, and other deducted amounts associated with the wage portions of settlement award payments to the necessary government entities. The Settlement Administrator shall report the wage portions of settlement award payments on IRS Forms W-2 and shall report the non-wage portions of settlement award payments on IRS Forms 1099 (marked "Other Income").

Within thirty calendar days of the Effective Date, the Settlement Administrator shall prepare and mail two checks (the "Settlement Checks") to each Eligible Class Member: one for the wage portion of the award (after all proper tax withholdings) and one for the non-wage portion of the award (with no tax withholdings). At the same time, the Settlement Administrator shall submit the applicable IRS forms identified above to the Settlement Administrator. At the same time, the Settlement Administrator shall distribute all Incentive Awards, as approved by the Court.

The Settlement Administrator will mail the Settlement Checks and applicable tax forms to Eligible Class Members based on the addresses they identified in the Claim Forms they submitted to the Settlement Administrator (unless they subsequently verify a different mailing address to send the Settlement Checks).

Eligible Class Members shall have 130 calendar days from Effective Date to cash their Settlement Checks. If a Settlement Check remains uncashed 130 days after the Effective Date, the funds associated with that check shall be deemed unclaimed and abandoned, and Settlement Administrator shall promptly request the placement of a stop payment on the check. The Parties may, upon prior written agreement, alter these timelines as necessary under circumstances that promote the purpose of payment to each Eligible Class Member.

The Parties agree that any Class Funds that remain unclaimed 130 days after the Effective Date, including the funds from each unclaimed and abandoned Settlement Check as well as any associated payroll taxes, withholdings, or other deducted amounts shall be disbursed as follows:

- Forty percent (40%) of the residual funds shall be disbursed to the Legal Foundation of Washington;
- Remaining residual funds shall be retained by Defendants.

Within 150 days of the Effective Date, the Settlement Administrator shall provide Class Counsel with a final accounting of all disbursements from the Settlement Class Proceeds.

F. Class Notice.

1. The Parties agree to request approval of the form of notice attached hereto as Exhibit A. The fact that the Court may require changes in the form of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Notice to the Class Members shall be provided as ordered by the Court. The Parties anticipate that the Class Members will receive such notice directly through electronic mail using the most recent contact information available. Notice will also be distributed through social media services used to recruit past workers, including Facebook forums<sup>1</sup>

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<sup>1</sup> Specifically, with respect to Facebook, to the “group” page at the following link: <https://www.facebook.com/groups/207657859683695>.

3. In preparation for the issuance of notice to the Class Members, Defendants shall produce to the Settlement Administrator in electronic form the Settlement Class Members' last known contact information.
4. No later than fourteen days after the entry of an order granting preliminary approval of this Settlement Agreement, the Settlement Administrator shall issue notice to the Settlement Class Members in the form and manner approved by the Court. The date on which this notice is sent shall be deemed "the Initial Notice Mailing Date."
5. The Notice shall provide that, in order to receive a Settlement Award, each Settlement Class Member must timely submit a valid Claim Form that confirms his/her contact information. The valid Claim Form must be received by the Settlement Administrator no later than forty-five calendar days after the Initial Notice Mailing Date. Plaintiff will not be required to submit a Claim Form.
6. No later than fifty calendar days after the Initial Notice Mailing Date, Settlement Administrator shall notify Defendants of all individuals who have submitted a timely and valid Claim Form.
7. The Settlement Administrator shall also maintain a website that allows claimants to submit electronic exclusion and Claims Forms.

G. Exclusion from Class.

1. Each Class Member who properly submits a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under this Settlement Agreement. An exclusion request shall be deemed timely if it is received by the Settlement Administrator no later than thirty calendar days after the Initial Notice Date.
2. An exclusion request must: (i) be in writing; (ii) state the individual's current address; (iii) contain the following statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the case of BROOKS vs. EITANE EMERALD CORP ET AL., (iv) be signed; and (v) be received by the Settlement Administrator at the address provided in the Class Notice and within thirty calendar days from the Initial Notice Date. The objection may be provided to the Settlement Administrator electronically.

3. No later than forty-five calendar days after the Initial Notice Date, Settlement Administrator shall notify Defendants of all individuals who have submitted a timely and valid request for exclusion.
4. Neither the Parties nor their counsel shall encourage any Class Member to opt-out of the Settlement.

H. Objections to the Settlement Agreement.

1. The notice form sent to Class Members shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person (1) must not exclude himself or herself from the Settlement Class and (2) must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider. The objection must be received by the Settlement Administrator at the address provided in the Class Notice within thirty calendar days from the Initial Notice Date. The objection may be provided electronically. The Settlement Administrator will submit copies of any such objection to counsel for Defendants within five calendar days of receiving the objection. The Parties shall apprise the Court of any such objections at a formal fairness hearing. 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 this Settlement Agreement so long as it is granted final approval by the Court.
2. The Parties shall submit any responses to objections no later than forty-five calendar days after the Initial Notice Mailing Date.
3. Neither the Parties nor their counsel shall encourage any member of the Settlement Class to file an objection to this Settlement Agreement.
4. 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 this Settlement Agreement or Class Counsel's petition for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

5. Should any Party be contacted by a Settlement Class Member between the date of the Court's preliminary approval and 130 calendar days from the Effective Date, with questions regarding the subject matter of this Agreement, the Party shall provide an answer consistent with the terms of this Agreement and the Notice.

### III. Release.

#### A. Releases.

As of the Effective Date of this Settlement Agreement, Plaintiff and each and every member of the Settlement Class, individually and as a Settlement Class, for themselves, their spouses, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, the sufficiency of which is acknowledged, will, to the extent permitted by law, fully and finally release (a) Defendants, and all present and former officers, managers and employees, and their respective spouses, successors and assigns, and (b) Reed Elsevier, Inc., Reed Exhibitions, and all present and former officers, managers and employees, and their respective spouses, successors and assigns, from any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that were or could have been asserted by Plaintiff or by or on behalf of Settlement Class Members against any Defendant based on the facts alleged in the Complaint, including, but not limited to, any claims related to any work performed related to 2014 and/or 2015 Emerald City Comicon Conventions.

Plaintiff further releases any and all claims that he could have asserted against Defendants individually, whether known or unknown, irrespective of whether such claims were or could have been asserted by Plaintiff based on the facts alleged in the Complaint.

#### B. Conditions Precedent to Settlement Taking Effect.

The Parties enter into this Agreement and the Settlement on a conditional basis. This Agreement and Settlement is contingent upon, and will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement, consistent with the terms described in this Agreement (or as otherwise agreed upon in writing by the Parties);
2. The Court enters the 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.

In the event the Agreement is not given preliminary or final approval in all material respects and consistent with the terms of this Agreement, or if the Court's final approval order is reversed on appeal, the Agreement shall become null and void.

C. Consequences of Settlement Not Becoming Effective.

This Agreement is contingent upon each of the conditions precedent in Paragraph III.B occurring and is entered into voluntarily by the Parties for settlement purposes only. If the Court does not grant preliminary or final approval of this Settlement or, if appealed, the Settlement is not affirmed, or if for any other reason the Effective Date does not occur:

1. The Parties will take all steps necessary to return the Case to the "status quo" as it existed prior to the Parties seeking approval of the Settlement from the Court;
2. Defendants do not waive, and, instead, expressly reserve their rights to challenge all claims and allegations in the Case upon all procedural, factual and legal grounds, including, without limitation, the ability to challenge class treatment on any grounds, as well as asserting any and all other potential defenses or privileges;
3. Plaintiff and Class Counsel waive any argument that, based on this Agreement or any negotiations or understandings related to this Agreement, Defendants cannot contest class certification on any grounds or assert any and all other potential defenses and privileges if this Action were to proceed.
4. All matters covered by this Agreement and the releases contained herein shall be null and void.
5. Nothing in this Agreement or any draft thereof, or of the discussion, negotiation, documentation, or other aspect of the Parties' settlement discussions, or any document submitted to the Court related to this Agreement, shall have any effect or be admissible in evidence for any purpose in the Action or in any other proceeding or forum, nor shall any such matter be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact, and the Parties do not waive, and instead expressly reserve, their respective

rights with respect to the prosecution and defense of the Action as if this Agreement never existed.

**IV. Preliminary and Final Approval Procedures.**

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the Settlement Class Members, obtaining final Superior Court approval of the Settlement, and implementing payment of settlement amounts to Settlement Class Members:

A. No later than fourteen calendar days after the execution of this Settlement Agreement, Counsel for Plaintiff shall file a motion with the Court for a preliminary order approving the Settlement Agreement.

B. For purposes of this Settlement, Plaintiff will ask the Superior Court to enter an order conditionally certifying the Settlement Class, conditionally certifying Plaintiff's attorneys as Class Counsel for the Settlement Class, preliminarily approving the Settlement and this Agreement, approving the form of the Notice and its mailing to the Settlement Class, 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"). Defendants reserve the right to oppose or otherwise respond to Plaintiff's motion, including but not limited to on the basis that it contains any misrepresentations, material omissions, or distortions, or that is in whole or part inconsistent with the terms and/or intent of the Parties' Settlement and/or this Agreement.

C. The final approval hearing will be held on such date as the Court, in its discretion, may order.

D. No later than seventy-five calendar days after the Initial Notice Date, Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement and enter final judgment as to Defendants in the Action.

E. In the event the Settlement Agreement is not given final approval in all material respects and as set forth in this Settlement Agreement, or the Court's final approval order is reversed on appeal, the Settlement Agreement shall become null and void.

**V. Final Approval Order.**

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Find that the Court has personal jurisdiction over the Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement;

B. Approve the Settlement Agreement as fair, adequate and reasonable, and consistent and in compliance with the applicable provisions of the law and direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions;

C. Find that notice substantially in the form of Exhibit A and the notice procedure implemented pursuant to this Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Class Members of their right to object to the proposed Settlement Agreement and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of the Washington Court Rules.

D. Dismiss the Action on the merits and with prejudice with respect to Defendants, award attorneys' fees and litigation costs to Class Counsel pursuant to this Agreement;

E. Incorporate the Release set forth in Section III;

F. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for such post-judgment matters as may be appropriate under Court rules; and

## **VI. Miscellaneous Provisions.**

A. Dismissal. In connection with the issuance of an order granting final approval of this Settlement Agreement, the Parties shall present the Court with a final order of dismissal with prejudice as to Defendants and request immediate entry of that order.

B. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date.

C. This Agreement constitutes the entire Agreement among these 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 and the Notice (Exhibit A).

D. Bankruptcy. Defendants agree they do not intend to and shall not file for bankruptcy prior to the disbursements of all funds as required by this Agreement.

E. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek assistance from the Superior Court (following entry of the Preliminary Approval Order) to resolve such disagreement.

F. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record. Amendment and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

G. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants 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.

H. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

I. Tax Consequences: No opinions concerning the tax consequences of the proposed settlement to individual Class Members are given by Defendants, Plaintiff, or Class Counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. Each Eligible Class Member's tax obligations, if any, and the determination thereof, is the sole responsibility of the Class Member, and the tax

consequences, if any, depend on the particular circumstances of each individual Eligible Class Member.

J. Governing Law: This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

K. Parties Bound: This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the Settlement Class, and Defendants, and the respective heirs, successors and assigns of each of the foregoing.

M. Waiver: The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

N. The Parties, and each of them, represent that they will not make any disclosure of the Settlement prior to Class Counsel filing the motion for preliminary approval with the exception of disclosures made to another party to this case or to those persons who are within each Party's attorney-client privilege and/or members of the Settlement Class. Such communications must be consistent with the Parties' obligations under this Agreement.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:


DATED: May 10, 2017

Defendant Jim Demonakos

By:  \_\_\_\_\_

DATED: May 10, 2017

Defendant George Demonakos

By:  \_\_\_\_\_

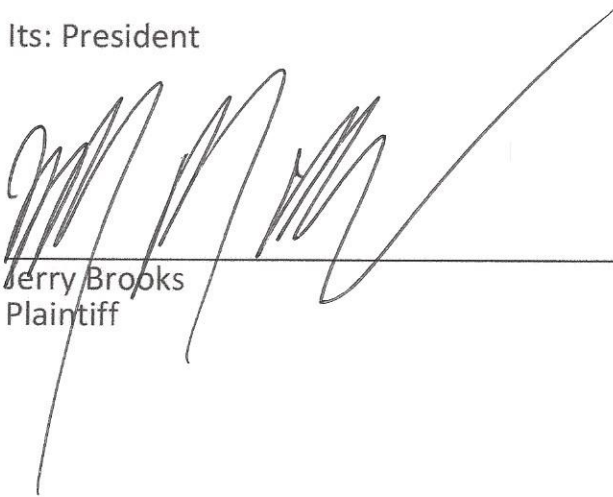
DATED: May 10, 2017

Defendant Eitane Emerald Corp.

By:  \_\_\_\_\_

Its: President

DATED: May 11, 2017

  
\_\_\_\_\_

Jerry Brooks  
Plaintiff

Approved as to form:

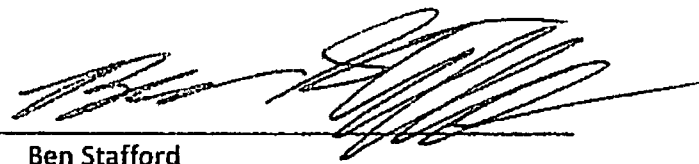
DATED: May 10, 2017

REKHI & WOLK, P.S.

By:   
Hardeep S. Rekhi  
Counsel for Plaintiff

DATED: May 10, 2017

Perkins Coie,

By:   
Ben Stafford  
Counsel for Defendants