

## SETTLEMENT AGREEMENT

### **I. Introduction.**

This Settlement Agreement (“Agreement”) is hereby entered by and between Defendants Quorum Coffee Subsidiary, Inc. fka Caffè Vita, Inc. (“Caffè Vita”) and Michael McConnell and Elizabeth Weber (collectively “Defendants”), and the Named Plaintiff, Joseph Henderson (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the proposed Class defined herein and in the proposed class action entitled *Henderson v. Caffè Vita, Inc. et al.*, King County Superior Court Civil Case No. 19-2-27543-0 SEA (the “Case”).

### **II. Class Certification.**

Solely for the purposes of this Settlement, Plaintiff and Defendants (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

### **III. Investigations and Due Diligence.**

The Parties have conducted substantial informal 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 (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and Defendants’ defenses; (c) amply considered and analyzed their respective claims and defenses; (d) and participated in mediation.

### **IV. Settlement Negotiations.**

The Parties engaged in settlement negotiations during mediation on January 28, 2020 before Cliff Freed. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

### **V. Defendants’ Denials of Wrongdoing and Non-admission of Allegations.**

Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiff on his own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. Defendants have asserted, and continue to assert, defenses and objections to the proposed maintenance of this Case as a class action as if it were to proceed through litigation instead of settlement. Furthermore, Defendants have expressly denied, and continue to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or 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, then Defendants would have continued to vigorously defend against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. Defendants agree to this Settlement solely to avoid the burden and expense of further litigation.

## **VI. Stipulated Settlement and Dismissal**

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being 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 finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

### **1. Definitions.**

a. **"Effective Date"** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **"Settlement Administrator"** means Simpluris, subject to the Superior Court's approval.

d. **"Settlement Class Period"** means the period from October 18, 2016, through December 31, 2019.

e. **"Proposed Class"** or **"Proposed Class Members"** means all 195 hourly employees of Caffe Vita within King County (including those of Caffe Vita's predecessor, Caffe Fiore, LLC) who worked at least one four-hour shift at any time during the Settlement Class Period, whose primary job duties include preparing and/or selling coffee, food, and other beverages to Defendants' customers, and who Defendant has identified to Plaintiff as a Proposed Class Member prior to executing this Agreement.

f. **"Settlement Class"** or **"Settlement Class Members"** means all café level hourly employees of Caffe Vita within King County at any time during the Settlement Class Period whose primary job duties include preparing and/or selling coffee, food, and other beverages to Defendants' customers, and who Defendants have identified to Plaintiff as a Proposed Class Member prior to executing this Agreement, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement

or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against Defendants in a separate action.

g. “**Covered Position**” shall mean hourly work performed as an employee of Defendants as a barista or performing the duties of a barista at any time during the Settlement Class Period. “Covered Position” includes managers and assistant managers who were paid on an hourly basis.

h. The “**Notice of Settlement**” means the form attached hereto as **Exhibit A**.

i. The “**Initial Mailing Date**” is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

j. The “**Notice Deadline**” is ninety (90) days after the Initial Mailing Date.

k. “**Class Counsel**” means Rekhi & Wolk, P.S., subject to the Superior Court’s approval.

l. “**Class Fund**” means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. Subject to approval by the Superior Court, the aggregate, gross amount paid to the Settlement Class as part of the Settlement of this Case shall be one hundred eighty-four thousand six hundred forty-eight Dollars and forty-five cents (\$184,648.45).

m. “**Settlement Awards**” means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

n. “**Service Award**” means the amount the Parties propose be paid from the Class Fund to the Named Plaintiff as a service award in recognition of his efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to the Named Plaintiff for his service award shall be Two-Thousand Dollars (\$2,000.00).

o. “**Settlement Administration Expenses Award**” means the amount the Parties propose be paid from the Class Fund to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be Six Thousand Dollars (\$6000.00).

p. “**Attorneys’ Fees and Costs Award**” means the amount the Parties propose be paid from the Class Fund to Class Counsel as attorneys’ fees and costs as full and final settlement and payment for all fees, costs, expenses and disbursements in connection with their prosecution and settlement of the Case. Subject to approval by the Superior Court, the amount to be paid to Class Counsel as attorneys’ fees is forty-six thousand one hundred sixty-two dollars and eleven cents (\$42,162.11), which represents 25% of the Class Fund, as well as and actual costs not to exceed three thousand Dollars (\$3,000.00).

**2. Release by the Proposed Class.** As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by the Plaintiff and the Proposed class in favor of Defendants and their respective parent companies, predecessors

(including Caffe Fiore, LLC), successors, affiliates (including Quorum Coffee Group, Inc.), subsidiaries, brother/sister entities, directors, officers, employees or former employees, agents, attorneys, insurers, assignees, heirs, executors and assigns (each of the foregoing, a “Released Party”), for all claims for unpaid wages (including overtime), exemplary damages, liquidated damages, attorney’s fees and other amounts resulting from missed rest breaks, missed meal breaks or other matters out of all state, federal and City of Seattle wage laws. Both Plaintiff and the Proposed Class release all claims for costs, attorneys’ fees and exemplary and punitive damages relating to the Case or to any claims being released. The release is only to the Settlement Class Period and does not cover claims and/or damages that accrued outside the Settlement Class Period.

**3. General Release by Plaintiff.** As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff and his marital community, heirs, assigns, lawyers, and representatives, in favor of Defendants and the other Released Parties, of all claims, liabilities and causes of action of any kind, that are based on any event occurring from the beginning of time up to the Effective Date, inclusive. Plaintiff intends for this release of claims to be the most expansive release allowed by law and for it to include, all claims relating to his employment and former employment with any of the Defendants, all claims arising under any federal, state, or local law or common law principle, all claims arising under any alleged contract or promise, all claims for their attorneys’ fees and costs (whether related to the Case or to this agreement or otherwise), and any claims that may be unknown to Plaintiff at this time. However, as to the Released Parties other than the Defendants, Plaintiff’s release in this section includes only claims, liabilities, and causes of action that arise out of or relate to Plaintiff’s former employment with Caffé Vita. Plaintiff covenants not to sue Defendants or any other Released Party for any claim that he releasing.

**4. Payment by Defendants.**

Subject to approval of the Settlement by the Superior Court, Defendants agree: to deposit the Class Fund with the Settlement Administrator, in accordance with the instructions by Settlement Administrator consistent with this agreement. The Settlement Administrator may require that the Class Fund be deposited as directed into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Settlement Awards. In addition to payment of the Class Fund, Defendants will be responsible for making payment to the Settlement Administrator for their share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes, to be calculated by the Settlement Administrator. By making the payments set forth above, Defendants will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to the Named Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise.

**5. Calculation of Settlement Awards.**

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by Class Counsel based on records that have been or will be submitted to Class Counsel by Defendants, which records are presumed to be accurate. Defendants certify that the time punch data and payroll records already produced in the Case are accurate and complete and that no additional such records exist with respect to the Settlement Class Period. To the extent that Defendants have data concerning the hourly wages and

last known contact information of Proposed Class Members, Defendants will furnish it (in Excel format) within ten (10) days after this Agreement is executed. Any data provided to or used by Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. Class Counsel shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Settlement Class Members will be paid a pro rata share of the Class Fund based on Class Counsel's damages calculations, which take into account the hourly rates and number of potential meal periods and/or rest breaks by each Settlement Class Member as compared with the hourly rates and number of potential meal periods and/or rest breaks worked by all Settlement Class Members.

c. Class Counsel shall provide Defendants and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated non-wages on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members.

e. **Separate Payment of Employer-Side Payroll Taxes.** Defendant will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

## **6. Attorneys' Fees and Costs Award.**

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorneys' Fees and Costs Award from the Class Fund of no more than Twenty-Five Percent of the Class Fund. An IRS Form 1099 shall be issued to the taxing authorities and to Class Counsel with respect to the Attorneys' Fees and Costs Award.

## **7. Service Award.**

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff shall receive from the Class Fund a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the Service Award shall be in the amount of Two-Thousand Dollars (\$2,000.00).

## **8. Settlement Administration.**

a. The Settlement Administrator shall be responsible for mailing and/or emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099), and performing all related tax reporting to taxing authorities and to Defendants.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and Defendants, which data shall be presumed to be correct. In addition to the data described in Section 4, above, Defendants shall, within twenty-one (21) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Settlement Class: name, last known address, last known telephone and/or email address (if any), and social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide Defendants and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and identities of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (3) copies of all Exclusion Letters, along with their envelopes, returned or received; and (4) copies of all objections returned or received. Defendants and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. Defendants and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after a submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to

the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to Defendants and Class Counsel, which results will include the names and identities of all Settlement Class Members and the identity of all individuals who opted out of the Settlement.

d. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds twelve and one half percent (12.5%) of the total number of Proposed Class Members, Defendants have the right, in their sole discretion, to terminate or not to terminate the Settlement. If Defendants choose to exercise this right, it shall give written notice to Class Counsel within ten (10) days after receiving the report from the Settlement Administrator required by Section 7.c., above.

e. 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 from the Class Fund of no more than Six Thousand Dollars (\$6000.00). 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.

#### **9. Notice/Approval of Settlement Class Certification and 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 Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Within 30 days of the execution of this agreement, Class Counsel shall file a motion with the Superior Court to obtain preliminary approval of the Settlement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed 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"). Class Counsel shall provide Defendants with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) court days before the motion is filed. Plaintiff agrees to consider in good faith all Defendants' comments on the draft.

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

(1) Within thirty (30) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator send the Notice of Settlement to all Proposed Class Members by mail.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish

to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement on or before the Notice Deadline. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and 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.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opt out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement and/or Exclusion Form to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member's request for the same. Defendants shall provide the Settlement Administrator or Class Counsel with email information for such Proposed Class Members upon request, to the extent such information is reasonably available.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section VI, para. 7(c) *supra*, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorneys' fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continuing jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within five business days after the Effective Date, Defendants will issue payment to Settlement Administrator consistent with this agreement. Defendants will also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Such payment shall be made by Defendants upon the latter of five (5) business days after the Effective Date or within five (5) business days after the Settlement Administrator provides its estimate of the employer-side payroll taxes. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by Defendants pending the issuance of the Settlement Awards to Settlement Class Members.

j. The Settlement Administrator shall issue Settlement Award checks within fourteen (14) business days of receiving payment by Defendant of the Class Fund and employer side taxes, and mail the same, along with the Forms W-2 and 1099 to each Settlement Class Member. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages. The Settlement Administrator shall withhold, and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by Defendants for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skiptrace" search using the National Change of Address database to obtain an updated address and, if located, shall

make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member, Defendants shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Defendants with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Defendants. In the event any QSF funds have not been distributed by one hundred twenty (120) days after the initial distribution of the Settlement Award checks, or any checks mailed to Settlement Class Members have not been negotiated within one hundred eighty (180) days after distribution of the Settlement Award checks, such funds shall be considered Residual Funds. The Settlement Administrator shall deliver these Residual Funds to the Legal Foundation of Washington.

m. No later than seven days after filing the Satisfaction of Judgment pursuant to section 9(k), Class Counsel shall arrange for the return to Defendants' Counsel, or the permanent destruction, of the originals and all copies, excerpts and summaries of all documents produced in the Case or pursuant to sections 5(a) or 8(b) of this agreement containing time punch, payroll, address, telephone, email, and Social Security Number data about any prospective or actual Settlement Class Member. If Class Counsel elects to destroy these records then Class Counsel shall also, by this same deadline, confirm in writing to Defendants' Counsel that all such records have been destroyed. Plaintiff's Counsel may keep a copy of all data for archival purposes.

n. 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 (including, in Defendants' case, the right to challenge the propriety of class certification). In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review. Should this Agreement become null and void pursuant to this section, neither it nor its related negotiations and effects will be of any force or effect or admissible in any subsequent proceedings and nothing in the Agreement will estop or otherwise limit any Party from asserting any claim or any defense in the Case or in any other proceeding.

o. Notwithstanding section 9(n), this Agreement is not contingent upon the Superior Court's approval of either the Attorneys' Fees and Costs Award or the Service Award. The failure of the Superior Court to approve either the Attorneys' Fees and Costs Award or the Service Award, or the Superior Court's modification of their amounts, will not affect the enforceability or finality of the remaining portions of this Agreement.

**10. No Effect on Employee Benefits.**

This Settlement, and any payments made under the Settlement to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

**11. Miscellaneous Provisions.**

a. 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 of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. No purported waiver of a failure to comply with this Agreement will be effective unless it is in writing and signed by the party granting the waiver—and no such waiver will be effective to waive future compliance with this Agreement (including with the obligation that was the subject of the waiver).

d. For a notice to a Party required by this Agreement to be valid, it must be in writing, signed by the Party (or Party's Counsel), and delivered either by hand or by overnight delivery by a national transportation company with a signature requested and with all fees prepaid. A valid notice will be effective when it is received by the Party or Counsel to whom it is addressed, as indicated by the date on the signed receipt (except that if the Party or Counsel to whom it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then the notice will be effective upon that rejection, refusal, or inability to deliver). For a notice to be valid, it must also be addressed using the following contact information, unless the Party or Counsel to whom it is addressed has given notice of a change of their contact information:

For Plaintiff, to Class Counsel.

For McConnell, to Counsel for Michael McConnell and Elizabeth Weber.

For Caffé Vita, to Counsel for Caffé Vita.

For Class Counsel: Hardeep Singh Rekhi, Rekhi & Wolk PS, 529 Warren Ave. N, Suite 201, Seattle WA 98109.

For Counsel for Caffé Vita: Darren A. Feider, Sebris Busto James, 14205 SE 36th St., Suite 325, Bellevue, Washington, 98006

For Counsel for Michael McConnell and Elizabeth Weber: Chelsea Petersen, Perkins Coie LLP, 1201 Third Ave., Suite 4900, Seattle, Washington, 98101

e. 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 documents it requires (such as the Notice of Settlement and Exclusion Form).

f. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. 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 the Superior Court's assistance to resolve such disagreement.

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

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

i. The Parties and their respective Counsel drafted this Agreement jointly and after extensive negotiations. The parties intend for this Agreement to be construed according to the fair intent of the language taken as a whole, and not for or against any Party (whether because of their alleged status as the drafter of that language or otherwise).

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

k. The Parties, and each of them, represent that they have not made, and that they will not make any disclosure of the fact of Settlement or any of the Settlement terms prior to Class Counsel filing the motion for preliminary approval with the exception of disclosures made to those persons who are within each Party's attorney-client privilege.

l. Regardless of whether or not this Agreement is preliminarily or finally approved by the Superior Court, neither this Agreement, nor its existence, nor any other written or other evidence of the Settlement or its implementation, will be admissible in any lawsuit, administrative proceeding, arbitration, or other adversarial proceeding, except as necessary to either (1) procure and defend this Agreement's approval, (2) enforce this Agreement, including against Settlement Class Members, (3) resolve a claim of breach of this Agreement, or (4) demonstrate that one or more of the Parties or Settlement Class Members is bound to this Agreement by its terms or because of the doctrines of collateral estoppel, merger-and-bar, or res judicata.

m. Plaintiff will Seek dismissal from the Case with prejudice of "MICHAEL MCCONNELL and JANE/JOHN DOE MCCONNELL and the marital community thereof" within seven days of the execution of this agreement.

n. Plaintiff's counsel agree that they will not, use the names of Mike McConnell or Elizabeth Weber in any publicity about this settlement. However, Plaintiff's Counsel will not be in breach of this Agreement to link to documents filed with the court on its website. Ten percent of the fee award will be returned as liquidated damages if this section is breached.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF AND  
PROPOSED CLASS COUNSEL**

**REKHI & WOLK, P.C.**



**Hardeep S. Rekhi**  
**Gregory Wolk**  
**Daniel Cairns**  
Counsel for Named Plaintiff and Proposed  
Class Counsel

Dated: 03 / 14 / 2020

**PLAINTIFF AND PROPOSED CLASS  
REPRESENTATIVE**



**Joseph Henderson**, individually and on behalf  
of the Settlement Class

Dated: 03 / 14 / 2020

**COUNSEL FOR DEFENDANT  
QUORUM COFFEE SUBSIDIARY,  
INC.**

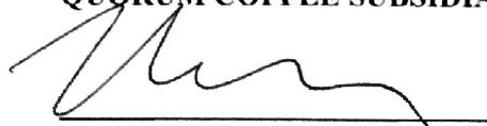
**SEBRIS BUSTO JAMES**



**Darren A. Feider**  
**Jason Rossiter**  
Counsel for Defendant Caffe Vita, Inc.

Dated: March 9, 2020

**QUORUM COFFEE SUBSIDIARY, INC.**



**Michael McConnell**, CEO

Dated: 3/4/20

**COUNSEL FOR DEFENDANT MICHAEL  
MCCONNELL AND LIZ WEBER**

**PERKINS COIE**

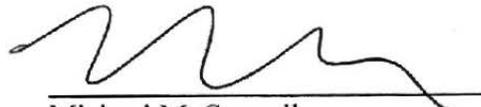
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**Chelsea Petersen**

Counsel for Defendant Michael McConnell and  
Liz Weber

Dated: \_\_\_\_\_

**MICHAEL MCCONNELL**



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Michael McConnell

**LIZ WEBER**



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Liz Weber

Dated: 3/4/20

**EXHIBIT A**  
**NOTICE OF SETTLEMENT**

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

*Joseph Henderson v. Caffe Vita, Inc. et al.*  
*King County Superior Court Civil Case No. 19-2-27543-0 SEA*

**— NOTICE OF SETTLEMENT —**

*A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.*

**TO: All persons who, at any time between October 18, 2016, and December 31, 2019, were employed by Caffe Vita, Inc. and worked one or more shifts in King County in the State of Washington as an hourly-paid barista, assistant manager, or manager.**

- A former employee brought claims against Caffe Vita, Inc. (“Caffe Vita” or “Defendant”) for failing to provide compliant meal periods and rest breaks under Washington law. Defendant strongly denies these allegations. The parties have reached a proposed Class Action Settlement.
- The Class Action Settlement includes a total settlement payment by Defendant of \$184,648.45.
- To qualify for a share of this payment, you must have been employed by Caffe Vita and worked one or more shifts in King County in the State of Washington as an hourly-paid barista, assistant manager, or manager at any time between October 18, 2016, and December 31, 2019, and have not excluded yourself from the Class Action Settlement.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

<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 Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
<b>ASK TO BE EXCLUDED</b>	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against Caffe Vita with respect to the legal claims in this Case.
<b>OBJECT</b>	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

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

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

Caffe Vita's records show that you were employed by Caffe Vita and worked one or more shifts of four hours or more in King County in the State of Washington as an hourly-paid barista, assistant manager, or manager in between October 18, 2016, and December 31, 2019. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action 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 Plaintiff, former employee Joseph Henderson, claims that Defendant violated Washington State wage and hour laws by failing to provide meal periods and rest breaks in conformity with the requirements of Washington law. Defendant has denied the Plaintiff's claims.

The Honorable Mary E. Roberts of the Superior Court for the State of Washington in and for King County is overseeing this Class Action. The lawsuit is known as *Joseph Henderson v. Caffe Vita, Inc. et al.*, King County Superior Court Civil Case No. 19-2-27543-0 SEA (the "Case").

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

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people whom they believe have similar claims. The people together are a "Class" or "Class Members." The employee who sued, and who represents the Class, is called the Plaintiff.

The people the Plaintiff sues (in this case Caffe Vita, Inc.) is called the Defendant. In a class action, 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 Plaintiff or 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 Representative and his attorneys think the Settlement is best for everyone in the Class.

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

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

All hourly café-level employees of Caffe Vita within King County (including managers), who worked at least one four-hour shift, at any time from October 16, 2016 through December 31, 2019, whose primary job duties include preparing and/or selling coffee, food, and other beverages to Defendant's customers, and who Defendant has identified to Plaintiff as a Proposed Class Member prior to executing this Agreement.

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

#### **6. What claims are covered by the Settlement?**

The Settlement will resolve all of the claims Settlement Class Members could have brought against Defendant regarding Defendant's alleged failure to provide unpaid wages for the meal periods and rest breaks required by Washington law, including any claim for wages attributable to Defendant's alleged failure to provide the meal periods and rest breaks required by Washington law, as well as any claims for attendant overtime, penalties, interest, fees, costs, attorneys' fees and all other forms of relief that were sought or could have been sought based on the facts alleged in the Complaint relating to missed, interrupted or non-compliant meal periods and rest breaks.

#### **7. What are the basic terms of the Settlement?**

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

Defendant will pay a total of \$184,648.45 as part of the Settlement, apportioned as follows:

- **Class Fund:** From the above amount Defendant will pay \$127,486.34, which will be available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** From the above amount Defendant will pay \$2,000 to Plaintiff and Class Representative Joseph Henderson as a service award in recognition of his efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** From the above amount Defendant will pay \$6000.00 to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements.
- **Attorneys' Fees and Costs Award:** From the above amount Defendant will pay \$46,162.11 to Plaintiff's attorneys for the attorneys' fees they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class, as well as an additional amount (up to \$3,000.00) to reimburse litigation costs that Plaintiff's counsel incurred and will incur in connection with this lawsuit and the Settlement.

**Monetary Relief:** The amount available to the Settlement Class is intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

**Distribution of Settlement Fund:** Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Your settlement payment will be calculated based on an analysis of your time records at Caffe Vita, which includes your hours worked, job codes, and rates of pay. The calculation of the settlement award for each individual Settlement Class Member will be based on the percentage relationship between the dollar value of all potential meal periods and rest breaks the employee was entitled to at Caffe Vita between October 16, 2016, and December 31, 2019 (the “Claim Period”) and the aggregate dollar value of all potential meal periods and rest breaks that all Settlement Class Members were potentially entitled to at Caffe Vita during the Claim Period. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been deposited within ninety (90) days after distribution, the funds from those checks will be considered Residual Funds. These Residual Funds will be distributed to the Legal Foundation of Washington. Defendant will not receive funds from any uncashed checks.

**Tax Treatment of Settlement Awards:** Fifty Percent (50%) of each Settlement Class Member’s settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member’s settlement award will be treated as non-wages on which there will be no tax withholding and for which an IRS Form 1099 (marked “Other Income”) shall be issued to the taxing authorities and the Settlement Class Member. In addition to the monies it is contributing to the Settlement Fund described above, Defendant is also paying all required employer-paid taxes incurred as part of the Settlement. Defendant’s payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

**Release of Claims:** Upon final approval by the Court, 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 irrevocably release all claims against Defendant from October 18, 2016 to December 31, 2019 that were brought or that could have been brought based on any facts alleged in the Complaint in this Case. This Release specifically includes any claims for wages, overtime, penalties, interest, fees, costs, attorneys’ fees and all other forms of relief that were sought based on the facts alleged in the Complaint relating to missed, interrupted or non-compliant meal periods and rest breaks.

**Dismissal of Action:** Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

## **8. How can I get a payment?**

**To get a payment, you need do nothing. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.**

## **9. When would I get my payment?**

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the King County Superior Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal’s progress will be made available at [WEBSITE]. If there is no appeal, we expect

payments will go out within approximately sixty (60) days of the Court’s final approval of the Settlement. Please be patient.

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

The Court has decided that lawyers from the law firm of Rekhi & Wolk, P.S., are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

**11. How will the lawyers be paid?**

As indicated above, Class Counsel will seek payment of their attorneys’ fees in the amount of \$46,162.11 and reimbursement of litigation costs of up to \$3,000.00, which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately September 2019, and have not received any fees or reimbursements for the costs of the lawsuit.

**12. How do I exclude myself from the Settlement?**

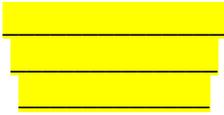
If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [NOTICE DEADLINE]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case of Joseph Henderson v. Caffè Vita et al.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [NOTICE DEADLINE]:



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 7, above. This means you will retain the right at your own expense to pursue any claims you may have against Defendant.

**13. 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 the fee request, 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, and telephone number, the name of the Case (*Joseph Henderson v. Caffè Vita et al.*, King County Superior Court Civil Case No. 19-2-27543-0 SEA), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:



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

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the King County Superior Court at 516 3rd Ave, Room C-203. Seattle, WA 98104.

If there are objections, the Court will consider them. Judge Mary E. Roberts will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorneys’ fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

**15. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Mary E. Roberts 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 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.

**16. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Joseph Henderson v. Caffè Vita et al.*, King County Superior Court Civil Case No. 19-2-27543-0 SEA.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Mary E. Roberts King County Superior Court 516 Third Ave., Room C-203 Seattle, Washington 98104	Gregory A. Wolk Hardeep Rekhi Daniel Cairns Rekhi & Wolk, P.S. 529 Warren Avenue North Suite 201 Seattle, Washington 98109	Darren Feider Jason Rossiter Sebris Busto James 14205 SE 36 <sup>th</sup> St., Suite 325 Bellevue, Washington 98006  and  Chelsea Peterson Perkins Coie LLP 1201 Third Ave., Suite 4900 Seattle, Washington, 98101

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

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Section 7, above.

**18. Are there more details about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorneys' fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].

<b>TITLE</b>	Settlement Agreement - Caffe Vita
<b>FILE NAME</b>	2020.03.09 Settle...ally Executed.pdf
<b>DOCUMENT ID</b>	1b8f950a3553bc66e222db0194130613c41b0630
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**03 / 10 / 2020**

09:41:32 UTC-8

Sent for signature to Joseph Henderson (yossihenderson@gmail.com) and Hardeep S. Rekhi (hardeep@rekhiwolk.com) from jeff@rekhiwolk.com  
IP: 67.170.87.178



VIEWED

**03 / 14 / 2020**

13:01:17 UTC-8

Viewed by Joseph Henderson (yossihenderson@gmail.com)  
IP: 73.109.213.178



VIEWED

**03 / 14 / 2020**

13:36:52 UTC-8

Viewed by Hardeep S. Rekhi (hardeep@rekhiwolk.com)  
IP: 71.227.162.53



SIGNED

**03 / 14 / 2020**

13:25:36 UTC-8

Signed by Joseph Henderson (yossihenderson@gmail.com)  
IP: 73.109.213.178



SIGNED

**03 / 14 / 2020**

13:37:04 UTC-8

Signed by Hardeep S. Rekhi (hardeep@rekhiwolk.com)  
IP: 71.227.162.53



COMPLETED

**03 / 14 / 2020**

13:37:04 UTC-8

The document has been completed.