

AGREEMENT TO SETTLE CLAIMS

*N.C. and L.J. v. Washington State Health Care Authority, Public Employees Benefits Board,
and Dorothy Teeter in her official capacity*

King County Superior Court - Case No. 16-2-08002-2 SEA

This Agreement to Settle Claims (Agreement) is between Plaintiffs N.C. and L.J., on their own behalf and on behalf of the UMP HCV Class (as defined in ¶ 1.10), and the Washington State Health Care Authority (HCA or WHCA as defined in ¶ 1.17), the Public Employees Benefits Board (PEBB, as defined in ¶ 1.14), and Dorothy Teeter (Teeter) in her official capacity as the Director of HCA and Chair of PEBB. N.C., L.J., HCA, PEBB, and Teeter are referred to collectively as the Parties. This Agreement is a full expression of the agreements between the Parties.

RECITALS

This Agreement is made with reference to the following facts:

- A. ***Uniform Medical Plan.*** The various Uniform Medical Plans, including Uniform Medical Plan Classic, Uniform Medical Plan Accountable Care Network, and Uniform Medical Plan Consumer-Driven Health Plans (collectively, UMP) are health plans that are self-insured by the State of Washington and offered through HCA's PEBB Program to eligible persons and their dependents. Each of the individual Uniform Medical Plans has its own Certificate of Coverage applicable to a specific plan year. For example, the Uniform Medical Plan Classic has a 2016 Certificate of Coverage that was effective starting January 1, 2016.
- B. ***N.C. and L.J.*** On April 6, 2016, Plaintiff N.C., a member of UMP, filed a Complaint against HCA, PEBB, and Teeter, asserting various claims arising out of UMP's denial of N.C.'s coverage request for Harvoni. Harvoni and other direct acting anti-viral drugs (DAAs) are prescribed to treat Hepatitis C (HCV). The Action, brought in King County Superior Court, sought relief both on N.C.'s own behalf and on behalf of a class of similarly situated individuals. On May 11, 2016, Plaintiffs N.C. and L.J., both members of UMP, filed an Amended Complaint against the same defendants, which also was filed on their own behalf and on behalf of a class of similarly situated individuals.
- C. ***Plaintiffs' Claims.*** In the Amended Complaint, N.C. and L.J. assert four separate claims: (1) Breach of Contract: the Plaintiffs allege that the Defendants breached the 2015 and 2016 UMP Certificates of Coverage when UMP denied Harvoni for N.C. and L.J. because the 2015 and 2016 UMP Certificates of Coverage do not limit or exclude DAAs; (2) Declaratory Relief determining their legal rights under the 2015 and 2016 UMP Certificates of Coverage; (3) Injunctive Relief enjoining the Defendants from denying current UMP members access to Harvoni and other similar DAAs for the treatment of HCV regardless of fibrosis score; and (4) Attorneys' Fees and Costs. The claims all arose out of a policy that HCA applied to UMP members seeking coverage of DAAs (HCA HCV Policy). Plaintiffs alleged that the HCA HCV Policy denied care that was medically necessary, and that the denials were inappropriate because the 2015 and 2016 UMP Certificates of Coverage covered medically necessary services unless limited or excluded

(and DAAs were not explicitly limited or excluded in the 2015 or 2016 UMP Certificates of Coverage).

- D. ***Preliminary Injunction and Class Certification Order.*** On August 17, 2016, the Court granted Plaintiffs' Motion for a Preliminary Injunction and Plaintiffs' Motion for Class Certification and certified a class under Civil Rule (CR) 23(b)(2) (Certification and Injunction Order). Under the Certification and Injunction Order, HCA was enjoined from making medical necessity decisions about DAA treatment for HCV based upon fibrosis scores, cost, or budgetary concerns. HCA was ordered "to undertake an individualized determination of medical necessity based upon the terms and conditions of the UMP Certificate of Coverage and prevailing medical standards, without regard to cost, of each request for treatment of HCV with DAAs by Class members while this action is pending." The Court appointed N.C. and L.J. as class representatives and appointed class counsel. On September 13, 2016, the Court entered an order *nunc pro tunc* to August 17, 2016 modifying the class definition based on the Parties' agreement.
- E. ***Agreement to Settle Claims.*** After the entry of the Certification and Injunction Order, the Parties engaged in discussions that resulted in this Agreement.

AGREEMENT

1. *Definitions.*

- 1.1 "Action" shall mean: *N.C. and L.J. v. Washington State Health Care Authority, Public Employees Benefits Board, and Dorothy Teeter*, King County Superior Court, No. 16-2-08002-2 SEA.
- 1.2 "Agreement Execution Date" shall mean: the date on which this Agreement is fully executed.
- 1.3 "Class Counsel" shall mean: Richard E. Spoonemore and Eleanor Hamburger of SIRIANNI YOUTZ SPOONEMORE HAMBURGER.
- 1.4 "Class Members" shall mean: current UMP members who comprise the UMP HCV Class.
- 1.5 "Court" shall mean: the King County Superior Court of the State of Washington.
- 1.6 "Defendants" shall mean: Washington State Health Care Authority, Public Employees Benefits Board, and Dorothy F. Teeter, in her official capacity as Director of the Washington State Health Care Authority and Chair of the Public Employees Benefits Board and her successors in interest.
- 1.7 "Effective Date of Settlement" shall mean: the date on which all of the conditions to settlement set forth in Section 2 have been fully satisfied or waived.
- 1.8 "Final" or "Finality" shall mean: with respect to any judicial ruling or order in the Action, that the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceeding for review (Review Proceeding) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any

such Review Proceeding, including the exhaustion of proceedings in any remand and/or subsequent appeal on remand.

- 1.9 “HCV” shall mean: the Hepatitis C virus.
- 1.10 “UMP HCV Class” shall mean: the class certified by the Court in the Action, specifically defined as
- All individuals
- (i) covered or who will become covered under WHCA’s self-funded health benefits plan(s) administered by PEBB, HCA and/or Teeter (or her predecessor or successor);
- (ii) who have received, require, or are expected to require treatment for Hepatitis C with Harvoni/ledipasvir-sofosbuvir or other similar FDA approved direct acting antivirals under the current guidelines adopted by the American Association for the Study of Liver Diseases and the Infectious Diseases Society of America (see <http://www.hcvguidelines.org/full-report/when-and-whom-initiate-hcv-therapy>); and
- (iii) do not meet the coverage criteria for HCV medication adopted by defendants, as described in Appendix 1 to Plaintiffs’ Amended Complaint.
- 1.11 “UMP HCA Released Claims” shall mean: any and all injunctive, declaratory or prospective claims, known or unknown, under contract or statute arising out of or relating to the denial of coverage of FDA approved DAAs to treat HCV because the class member’s fibrosis score did not meet the HCA HCV Policy. Claims seeking recovery of damages for such denials of DAAs are not subject to this release. In the event Defendants reimpose a coverage requirement for DAAs based on severity of fibrosis score class members may challenge the reimposition of such future requirement and any claims relating to such future requirements are not released.
- 1.12 “Named Plaintiffs” shall mean: Plaintiffs N.C. and L.J.
- 1.13 “Parties” shall mean: Plaintiffs and Defendants.
- 1.14 “PEBB” or “Public Employees Benefits Board” shall mean the board created within HCA by the Legislature in RCW 41.05.055.
- 1.15 “Releasees” shall mean: Defendants.
- 1.16 “Settlement” shall mean: the settlement to be consummated under this Agreement.
- 1.17 “HCA” or “WHCA” shall mean: the Washington State Health Care Authority, a state agency.

2. Conditions to Effectiveness of the Settlement.

- 2.1 *General.* The Settlement provided for in this Agreement shall not become binding unless and until each and every one of the conditions in Sections 2.2 through 2.3 have been satisfied or waived.

2.2 *Court Approval.* The Settlement contemplated under this Agreement shall have been approved by the Court, as provided herein. The Parties agree jointly to recommend to the Court that it approve the terms of the Agreement and the Settlement contemplated hereunder. The Parties agree to promptly take all steps and efforts contemplated by the Agreement, including the following:

2.2.1 *Motions for Preliminary Approval and Notices.* Class Counsel shall make a motion for preliminary approval and authorization to send notice of proposed settlement (Class's Motion for Preliminary Approval). The Court shall preliminarily approve the Agreement (Preliminary Approval Order). The Court must conclude that the notice to be sent (Class Notice of Proposed Settlement) fairly and adequately describes the terms of the Agreement, gives notice of the time and place of the hearing for final approval of the Settlement, and describes how a Class Member may comment on, object to, or support the Settlement. The Court must also conclude that the manner of providing Class Notice of Proposed Settlement to the UMP HCV Class members is the best notice of the proposed settlement practicable under the circumstances.

2.2.2 *Issuance of Class Notice.*

2.2.2.1 On the date set by the Court in its Preliminary Approval Order, HCA, at its expense, shall have caused the Court-approved Class Notice of Proposed Settlement to be delivered to the UMP HCV Class members as follows: (1) All current UMP members who HCA identifies as potentially having a diagnosis of HCV shall receive a copy of the Court-approved Class Notice of Proposed Settlement by direct first class United States mail, forwarding requested, and (2) HCA shall prominently post, on its webpage, a link to the Agreement and the Court-approved Class Notice of Proposed Settlement. If the Court requires additional, different, or expanded notice, then any such ordered notice must be provided by HCA.

2.2.2.2 Class Counsel shall create a webpage that includes at least the following material:

- a. A brief description of the case;
- b. Identification of the UMP HCV Class;
- c. A summary of the proposed settlement derived from the Class Notice of Proposed Settlement;
- d. A timeline and schedule of events, including deadlines for supporting or objecting to the Agreement;
- e. How to contact Class Counsel for additional information;

- f. Settlement documents, or links to documents, including:
 - i. Class Notice of Proposed Settlement;
 - ii. Class's Motion for Preliminary Approval; and
 - iii. The Court's Preliminary Approval Order;
- g. Updates. The webpage created by Class Counsel shall be updated to include the following as they become available:
 - i. Class Counsel's motion(s) for attorneys' fees, costs and incentive awards (with all supporting materials);
 - ii. Motion(s) for Final Approval of the Settlement (including any objections and Class Counsel's response to those objections);
 - iii. The Court's Final Approval Order; and
 - iv. Frequently Asked Questions (FAQs).

2.2.3 *Fairness Hearing.* On the date set by the Court in its Preliminary Approval Order, the Parties shall participate in the hearings (Fairness Hearings) during or after which the Court will determine by order: (i) the proposed Settlement between the Parties is fair, reasonable and adequate and should be approved by the Court; and (ii) the requirements of CR 23 and due process have been satisfied in connection with the distribution of the Class Notice of Proposed Settlements.

2.2.4 *Motions for Final Approval.* On the date set by the Court in its Preliminary Approval Order, Plaintiffs shall have filed a motion (Motion for Final Approval) for an order giving final approval to this Settlement (Final Approval Order).

2.3 *No Termination on Appeal.* The Agreement to Settle Claims was not terminated on appeal pursuant to Section 7.

3. Releases.

3.1 *Releases of the Releasees.* Upon the Effective Date of Settlement:

3.1.1 N.C. and L.J., on behalf of themselves and, to the full extent permitted by law on behalf of the UMP HCV Settlement Class, absolutely and unconditionally release and forever discharge Releasees from any and all UMP HCV Released Claims that Plaintiffs or the UMP HCV Settlement Class has directly, indirectly, derivatively, or in any other capacity ever had or now have. This Release shall be binding on Plaintiff, the UMP HCV

Settlement Class, and all their lawful heirs, beneficiaries, representatives, assigns, attorneys and agents.

3.1.2 N.C and L.J., on behalf of themselves, their lawful heirs, beneficiaries, representatives, assigns, attorneys and agents, release Releasees from all claims, demands, debts, liabilities, and causes of action, known or unknown, of any nature, whatsoever, arising out of or relating in any way to claims for coverage of DAAs to treat their HCV during the Class Period, including but not limited to claims for breach of contract, breach of fiduciary duty, misrepresentation, statutory or common law causes of action, any and all losses, and damages of any type, attorney's fees and costs, expenses, prejudgment and post-judgment interest, statutory damages or penalties, punitive and exemplary damages and contribution, indemnification or any other type of legal or equitable relief.

3.1.3 Should the Legislature enact modifications to the benefits under the Uniform Medical Plan prior to December 31, 2018 that result in limitations or exclusions of coverage of HCV treatment based upon fibrosis score or the cost of treatment, any Class member may file a new lawsuit to challenge the new legislation. The released claims for declaratory and injunctive relief in this Section 3.1 will not be construed to prohibit the initiation of a new action to challenge future legislation. Any newly initiated action challenging future Legislative acts will not impact dismissal of this Action, which still must occur, pursuant to Section 7.3 below, no later than December 31, 2018 so long as the conditions to settlement set forth in Section 2 and 6.1.1 have been satisfied. Because a future legislative change does not violate the terms of Section 2 or Section 6.1.1, neither future legislative action, nor a lawsuit challenging it, shall affect in any way dismissal of this Action.

3.2 *Defendants' Release of Named Plaintiffs, the Class and Class Counsel.* Upon the Effective Date of Settlement, Defendants, to the full extent permitted by law, absolutely and unconditionally releases and forever discharges the Plaintiffs, the UMP HCV Settlement Class, and Class Counsel from any and all claims relating to the UMP HCV Class Released Claims.

4. ***Representations and Warranties.*** The Parties, and each of them, represent and warrant that they are voluntarily entering into this Agreement as a result of arm's-length negotiations; in executing this Agreement they are relying upon their own judgment, belief, and knowledge, and the advice and recommendations of their own counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof. The Parties, and each of them, represent and warrant that they have carefully read the contents of this Agreement; they have made such investigation of the facts pertaining to the Settlement, this Agreement, and all of the matters pertaining thereto as they deem necessary; and this Agreement is signed freely by each person executing this Agreement on behalf of each party. Each individual executing

this Agreement on behalf of any other person does hereby represent and warrant to the other Parties that he or she has the authority to do so.

5. ***No Admission of Liability.*** The Parties understand and agree that this Agreement embodies a compromise and settlement of disputed claims and that nothing herein shall be deemed to constitute an admission of any wrongdoing by the Health Care Authority, the Public Employee Benefits Board, any Uniform Medical Plans, Teeter, or any other of the Releasees. Neither the fact nor the terms of this Agreement shall be offered or received in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to the Final Approval Order.

6. ***Coverage Modifications and Agreements.***

6.1 ***HCV Coverage Modifications and Agreements.***

6.1.1 ***Coverage of DAAs for UMP Members with HCV.*** Unless the Legislature directs otherwise, the Parties agree that, through December 31, 2018, HCA will not apply its February 25, 2015 HCV treatment policy, including its exclusion of all treatment based on fibrosis score, and will instead continue to provide coverage for DAAs to UMP members without regard to fibrosis score or the cost of the treatment except inasmuch as that medical information is needed to determine type and chronicity of HCV infection and necessary length of treatment due to severity of liver disease. The foregoing language does not restrict in any manner the Legislature's ability to enact modifications of benefits under the Uniform Medical Plan, that are effective at any time prior to December 31, 2018, including modifications that impact prescription drugs generally or DAAs specifically.

6.1.2 HCA agrees to provide Class Counsel with 30 days advance written notice of any change to the HCV policy through 2019. Nothing in this Agreement prohibits HCA from implementing immediate changes necessary to conform to safety guidance issued by the federal Food and Drug Administration or to comply with legislative direction or newly enacted state law. Likewise, nothing in this Agreement releases the right to challenge any such change.

6.1.3 Nothing in this Agreement limits HCA's right to modify future UMP Certificates of Coverage not at issue in this Action, including the right to add limitations or exclusions to prescription drugs generally or DAAs specifically. Likewise, nothing in this Agreement releases the right to challenge any such change.

6.1.4 ***Coordination of Benefits.*** Nothing in this Agreement shall be construed to limit or affect UMP's normal coordination of benefits if a UMP member has health coverage through two or more groups.

6.1.5 ***Network Pharmacy, Preauthorization, Coinsurance, Quantity Limits, False Claims, and Other Requirements.*** Nothing in this Agreement shall be

construed to limit or affect UMP's requirements regarding use of the UMP's specialty pharmacy, preauthorization, coinsurance (including cost-sharing, deductibles, etc.), quantity limits, false claims, and all of the other requirements in the applicable Certificate of Coverage.

6.1.6 *Other Exclusions.* Nothing in this Agreement shall be construed to limit or affect UMP's right to apply other exclusions listed in the plans' Certificates of Coverage to a request for coverage by a DAA. As examples, UMP does not replace drugs that are lost or stolen and UMP does not cover treatment for an illness sustained by a member arising directly from an act deemed illegal by a court of law. Likewise, nothing in this Agreement releases the right to challenge any such exclusion or limitation.

6.1.7 *Appeal Rights.* Nothing in this Agreement shall be construed to limit or affect a UMP member's right to appeal a claim determination as described in the applicable Certificate of Coverage.

6.1.8 *Current UMP Members.* Nothing in this Agreement entitles an individual who is not enrolled in UMP to have any claims paid by UMP. UMP will deny all claims made by persons who are not enrolled in UMP as described in the applicable Certificate of Coverage. Likewise, nothing in this Agreement releases the right to challenge any such denial, exclusion or limitation.

6.1.9 *Medical Necessity.* Nothing herein shall be construed to require coverage for any service that is not medically necessary for that individual, provided that medically necessary as used herein is consistent with the applicable Certificate of Coverage. Likewise, nothing in this Agreement releases the right to challenge any such denial, exclusion or limitation.

6.2 *Treatment for those Previously Denied.* In addition to reviewing new claims for payment of DAAs under the criteria set forth in Section 6.1, any currently enrolled UMP member who was denied a DAA by UMP under the previous HCA HCV Policy shall be provided additional and special notice of his or her right to coverage and, assuming the individual still medically qualifies for coverage and, assuming the individual is still a currently enrolled UMP member, shall be approved for treatment upon request. In addition, any individual who sought coverage for a DAA, but was denied under the previous HCA HCV Policy and who is not currently covered by UMP, shall be provided with a special notice that will inform those individuals that their claims are not released by this settlement agreement. This notice shall also provide information about the case and a link to the webpage set forth in Section 2.2.2.2, *above*.

7. *Effective Date of Settlement and Dismissal of Action.*

7.1 *Effective Date.* This Agreement shall be fully effective and binding on the date on which all of the conditions to settlement set forth in Section 2 have been fully

satisfied or waived.

7.2 *Disputes Concerning the Effective Date of Settlement.* If Parties disagree as to whether each and every condition set forth in Section 2 has been satisfied or waived, they shall promptly confer in good faith and, if unable to resolve their differences within 10 business days thereafter, shall present their dispute to the Court for resolution.

7.3 *Dismissal of Case.* Upon a finding by the Court, pursuant to a motion by either Party, that all of the conditions to settlement set forth in Section 2 and 6.1.1 have been fully satisfied or waived, this case will be dismissed no later than December 31, 2018.

8. *Termination of Agreement to Settle Claims.*

8.1 *Court Rejection.* If the Court declines to preliminarily or finally approve the Settlement, then this Agreement shall automatically terminate, and thereupon become null and void. The Court must both preliminarily and finally approve the Agreement for it to be effective and binding.

8.2 *Court of Appeals Reversal.* If the Washington State Court of Appeals reverses the Court's order approving the Settlement, then, provided that no appeal is then pending from such a ruling, this Agreement shall automatically terminate and thereupon become null and void, on the 31st day after issuance of the order referenced in this Section.

8.3 *Supreme Court Reversal.* If the Supreme Court reverses the Court's order approving the Settlement, then, provided that no appeal is then pending from such a ruling, this Agreement shall automatically terminate and thereupon become null and void, on the 31st day after issuance of the order referenced in this Section.

8.4 *Pending Appeal.* If an appeal is pending of an order declining to approve the Settlement, this Agreement shall not be terminated until final resolution or dismissal of any such appeal, except by written agreement of the Parties.

9. *Consequences of Termination.* If the Agreement is terminated and rendered null and void for any reason, then the following shall occur:

9.1 *Reversion of Action.* The Action shall revert to its status as of November 1, 2016.

9.2 *Releases and Terms Void.* All Releases given or executed pursuant to this Agreement shall be null and void and none of the terms of the Agreement shall be effective or enforceable.

10. *Attorneys' Fees and Expenses.*

10.1 HCA agrees to pay Class Counsel's reasonable attorneys' fees and costs that are associated with this Action only. At least 21 days prior to the date identified by the

Court in its Preliminary Approval Order for Class Counsel to file a motion for attorneys' fees and costs, Class Counsel shall provide Defendants with a copy of Class Counsel's time entries (with redactions, where appropriate), hourly rate, and cost ledger. Defendants have 14 days after receipt to notify Class Counsel in writing whether or not the Defendants will oppose Class Counsel's motion for attorneys' fees and litigation costs. If Defendants notify Class Counsel in writing by the above-described deadline that they will not oppose Class Counsel's motion for attorneys' fees and litigation costs, Class Counsel will not seek a multiplier or enhancement of their attorneys' fees. If Defendants notify Class Counsel in writing by the above-described deadline that they will oppose Class Counsel's motion for attorneys' fees and litigation costs, Class Counsel may seek a multiplier or enhancement of its attorneys' fees, consistent with existing law and Defendant may respond in the time called for under the rules and seek an order reducing the attorneys' fees sought. If Defendant contests the motion for attorneys' fees and litigation costs, either party reserves the right to appeal the amount of the award. Information about this settlement provision shall be included in the Class Notice.

- 10.2 *Case Contribution Awards.* Upon entry of the Final Approval Order, HCA agrees to pay L.J. and N.C. incentive awards in an amount not to exceed \$7,500 each. These incentive awards must be separately presented to and approved by the Court. This Agreement is not contingent upon an award of incentive payments, and shall not terminate by reason of the Court awarding less than the amount requested. HCA will take no position with respect to the application for incentive awards provided that the requests do not exceed the amounts set forth herein.

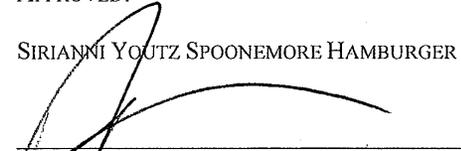
11. Miscellaneous

- 11.1 *Governing Law.* This Agreement shall be governed by the laws of State of Washington without regard to conflict of law principles.
- 11.2 *Severability.* The provisions of this Agreement are not severable.
- 11.3 *Amendment.* Before entry of any Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of any Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed on behalf of all Parties and approved by the Court.
- 11.4 *Waiver.* The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
- 11.5 *Construction.* None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause the provision to be construed against the drafter thereof.

- 11.6 *Principles of Interpretation.* The following principles of interpretation apply to this Agreement:
- 11.6.1 *Headings.* The headings herein are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
 - 11.6.2 *Singular and Plural.* Definitions apply to the singular and plural forms of each term defined.
 - 11.6.3 *References to a Person.* References to a person include references to an entity, and include successors and assigns.
- 11.7 *Survival.* All representations, warranties, and covenants set forth in herein shall be deemed continuing and shall survive the Effective Date of Settlement.
- 11.8 *Entire Agreement.* This Agreement contains the entire agreement between the Parties relating to this Settlement.
- 11.9 *Counterparts.* This Agreement may be executed by exchange of faxed or PDF signature pages, and any signature transmitted in such a manner shall be deemed an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.
- 11.10 *Binding Effect.* This Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and successors-in-interest, affiliates, benefit plans, predecessors, and transferees, and their past and present shareholders, officers, directors, agents, and employees.
- 11.11 *Further Assurances.* Each of the Parties agree, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith promptly execute and deliver such other documents and take such other actions as may be necessary to consummate the subject matter and purpose of this Agreement.

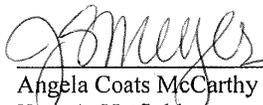
APPROVED:

SIRIANNI YOUTZ SPOONEMORE HAMBURGER



Richard E. Spoonemore
Eleanor Hamburger
Attorneys for the Plaintiff and the Class

WASHINGTON STATE ATTORNEY GENERAL



WBBA # 27057 

Angela Coats McCarthy
Katy A. Hatfield
Nissa Iversen
Attorneys for WHCA