

## **SETTLEMENT AGREEMENT AND RELEASE**

### **I. Introduction.**

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Michael Aaland, both individually and in his capacity as the proposed representative of the putative Settlement Class (as defined herein) (collectively, “Plaintiffs”), on the one hand, and Schoeneckers, Inc. d/b/a BI Worldwide (“Schoeneckers” or “Defendant”), on the other hand, subject to the approval of the Superior Court (as defined herein).

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

Solely for the purposes of this Settlement, Defendant agrees that it will not oppose Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, a copy of which is attached hereto as Exhibit B.

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

The Parties have conducted discovery and investigated the facts and the law during their respective prosecution and defense of this Case (as defined herein). As part of this review and investigation, the Parties and their counsel have (a) collected, produced, and analyzed information concerning Defendant’s practices as they relate to the subject matter of the Case (as defined herein), the composition of the Settlement Class, and the merits and extent of Plaintiffs’ claims and Defendant’s defenses; and (b) amply considered and analyzed their respective claims and defenses.

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

The Parties engaged in settlement negotiations between October 2023 and the date of this Agreement, and in connection therewith outlined the conceptual terms of the Settlement, which was reduced to writing in the form of a term sheet executed under Civil Rule 2A. 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 Plaintiffs believe 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. Defendant’s Denial of Wrongdoing and Non-admission of Allegations.**

Schoeneckers has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Case. Schoeneckers has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action if it were to proceed through litigation instead of settlement. Furthermore, Schoeneckers has expressly denied, and continues 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 Schoeneckers of any fault, wrongdoing, or liability whatsoever. Schoeneckers expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, Schoeneckers would have continued to vigorously

defend against Plaintiffs' claims, including seeking denial of class certification and a full defense verdict at trial. Schoeneckers agreed 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. **"Case"** means the matter of *Michael Aaland v. Schoeneckers, Inc.*, currently pending in the Superior Court as Case No. 22-2-20711-6 SEA.

b. **"Superior Court"** means the Superior Court of the State of Washington, in and for King County, Seattle Division.

c. **"Effective Date"** means the first business day after all of the following have occurred: (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's issuance of an order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment"). 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.

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

e. **"Settlement Administrator"** means ILYM Group, Inc., subject to the Superior Court's approval.

f. **"Settlement Class Period"** means the period from December 16, 2018, through and including December 16, 2022.

g. **"Proposed Class"** or **"Proposed Class Members"** means Residents of the State of Washington to whom Schoeneckers, Inc. d/b/a BI Worldwide sent a commercial electronic text message without the recipient's prior consent, at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages, concerning Contractor Rewards between December 16, 2018 and December 16, 2022.

h. **"Settlement Class"** or **"Settlement Class Members"** means the named Plaintiff, Michael Aaland, and all other individuals who are Proposed Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All Persons (other than the named Plaintiff, Michael Aaland) 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 Defendant in a separate action.

- i. The “**Notice of Settlement**” means the form attached hereto as **Exhibit A**.
- j. 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.
- k. The “**Notice Deadline**” is thirty (30) days after the Initial Mailing Date.
- l. “**Class Counsel**” means HKM Employment Attorneys LLP and Stutheit Kalin LLC, subject to the Superior Court’s approval.
- m. “**Class Fund**” means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund is equal to the Maximum Settlement Amount, less the Service Award, the Settlement Administration Expenses Award, Attorneys’ Fees Award, and Costs Award, all as approved by the Superior Court.
- n. “**Settlement Awards**” means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.
- o. “**Service Award**” means the amounts the Parties propose be paid to the named Plaintiff, Michael Aaland, in recognition of his efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to named Plaintiff Michael Aaland for his Service Award shall be no more than Ten Thousand Dollars (\$10,000.00).
- p. “**Settlement Administration Expenses Award**” means the amount the Parties propose be approved by the Superior Court to pay the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator from the Maximum Settlement Amount for the processing of the Settlement shall be \$2,000.00.
- q. “**Attorneys’ Fees Award**” means the amount the Parties propose be paid to Class Counsel as attorneys’ fees 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 Thirty Three Percent (33%) of the Maximum Settlement Amount, or One Hundred and Fifteen Thousand, Five Hundred Dollars (\$115,500.00).
- r. “**Costs Award**” means the amount the Parties propose be paid to Class Counsel as costs in connection with their prosecution and settlement of the Case. Subject to approval by the Superior Court, the maximum amount to be paid to Class Counsel as costs is Five Thousand Dollars (\$5,000.00).
- s. “**Maximum Settlement Amount**” means the maximum amount Defendant may be required to pay pursuant to this Settlement, which is the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00). In no event shall the Maximum Settlement Amount exceed the foregoing sum.

t. **“Resident of the State of Washington”** means, for the purpose of this Agreement and Settlement, an individual who received a commercial electronic text message from Schoeneckers at a telephone number with one of the following area codes: 206, 509, 360, 564, 253, or 425.

**2. Release.** As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and wavier by the named Plaintiff Michael Aaland and all members of the Settlement Class of all claims against Schoeneckers that either were raised in this Case or that could have been raised in this Case, an individual arbitration or any other legal proceeding, including but not limited to any and all claims, demands, and causes of action involving or related to text messages sent by or on behalf of Schoeneckers, whether such claims are known or unknown, and any related claims for actual damages and/or statutory penalties, interest, liquidated damages, exemplary damages, attorneys’ fees, costs, and/or expenses.

**3. Payment by Defendant.**

Subject to approval of the Settlement by the Superior Court and the Settlement becoming final, Schoeneckers agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Attorneys’ Fees Award, the Costs Award, the Settlement Administration Expenses Award, the Service Award, and the Settlement Awards. Schoeneckers shall initiate a wire transfer to fund the Settlement within fifteen (15) days of the Effective Date. By making the payment set forth above and funding the Qualified Settlement Fund, Schoeneckers will fully discharge its financial obligations under this Settlement Agreement and shall have no further financial obligations under this Settlement Agreement, whether to the Settlement Class Members, to Plaintiffs, to Class Counsel, to the Settlement Administrator, or otherwise.

**4. Calculation of Settlement Awards.**

a. Subject to approval by the Superior Court, the calculations of Settlement Awards for Settlement Class Members will be calculated proportionally to class members based on the number of text messages the class member received.

b. The Settlement Administrator shall provide Defendant and the Class Counsel with an electronic report setting forth the results of their calculation of the Settlement Awards for Settlement Class Members. The Parties shall have five (5) days after receiving this electronic report to review the Settlement Administrator’s Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall confer within two (2) business days in an attempt to resolve any disputes relating to the calculations of the amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

**5. Attorneys’ Fees Award 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 Award of no more Thirty Three Percent

(33%) of the Maximum Settlement Amount, or One Hundred and Fifteen Thousand, Five Hundred Dollars (\$115,500.00), and a Costs Award of no more than Five Thousand Dollars (\$5,000.00).

**6. Service Award.**

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Service Award for named Plaintiff Michael Aaland of no more than Ten Thousand Dollars (\$10,000.00).

**7. Settlement Administration Expenses Award and Settlement Administration.**

a. 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 of no more than \$2,000.00.

b. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, and tracking and responding to any inquiries made by any member of the Proposed Class. The Settlement Administrator shall also be responsible for issuing the Attorneys' Fees Award, the Costs Award, the Settlement Administration Expenses Award, the Service Awards, and the Settlement Awards from the Qualified Settlement Fund and mailing the same. In addition, the Settlement Administrator shall prepare, send, file, and furnish any and all tax information reporting forms required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s.

c. Certain settlement Class Members will be asked to provide either a Taxpayer Identification Number (TIN) or a Social Security Number (SSN) if they are receiving \$600 or more in a Settlement Award due to Internal Revenue Service reporting requirements. The Settlement Administrator will issue a written notice to Settlement Class Members who will receive a payment of \$600 or more as a Settlement Award, once the allocation of Settlement Awards is determined following Final Approval. The Settlement Administrator will engage in follow-up contact with any Class Member who, upon notice, fails to provide a TIN or SSN. If, after such follow-up contact, no Taxpayer Identification or Social Security Number is timely provided, payment of the Settlement Award will be limited to \$599.

d. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and Schoeneckers, which data shall be presumed to be correct. Schoeneckers 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 Proposed Class: name, last known address, and the last known telephone and/or email address (if any). Contemporaneously therewith, Schoeneckers shall provide Class Counsel with a report containing the names of each member of the Proposed Class. All such data shall be treated as private and confidential and used solely for purposes of processing the Settlement; and the Settlement Administrator and Class Counsel shall not use or disclose any such data to any persons or entities except as required by this Settlement, law, or Court order.

e. The Settlement Administrator shall also have the responsibility to track any Proposed Class Member's exclusion request. 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 Defendant 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 request 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 returned or received; and (4) copies of all objections returned or received. Defendant 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. Defendant 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 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 Defendant 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.

## **8. 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 thirty (30) days of the full execution of this Agreement, Class Counsel shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class. Class Counsel shall provide Schoeneckers' counsel with a copy of such motion at least five (5) days prior to filing the same, and shall consider in good faith any comments or concerns that Schoeneckers' Counsel may raise with regard to the same.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order conditionally 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").

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

(1) Within fifteen (15) days of the Defendant providing Settlement Administrator with Proposed Class Members' names, last known addresses, and phone numbers, the Settlement Administrator shall 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 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. Schoeneckers shall provide the Settlement Administrator or Class Counsel with the email address of Proposed Class Members upon request, to the extent such information is in the possession of Schoeneckers and is reasonably available.

f. Subject to the Superior Court's availability and direction but no sooner than forty-five (45) days after the Notice Deadline, a Final Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including the Attorneys' Fees Award, and the Costs Award, the Settlement Administration Expenses Award, and the Service Awards to each of the Plaintiffs. If the Superior Court finally approves the Settlement, and as part of the motion seeking final approval of the Settlement, the Parties will

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.

g. 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.

h. Within thirty (30) days after the Effective Date, the Settlement Administrator will issue and mail checks for the Attorneys' Fees Award, the Costs Award, the Settlement Administration Expenses Award, the Service Award, and the Settlement Awards.

i. No later than thirty (30) days after the Settlement Administrator mails the checks for the Attorneys' Fees Award, the Costs Award, the Settlement Administration Expenses Award, the Service Awards, and the Settlement Awards, 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.

j. 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, Defendant 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 Class Counsel and Schoeneckers 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. In the event any funds have not been negotiated by ninety (90) days after the initial distribution of the Settlement Award checks, such funds shall be considered Residual Funds, unless they pertain to a Settlement Class Member who contacted the Settlement Administrator and provided a corrected address within ninety (90) days after the initial distribution of the Settlement Award checks (in which case, such Settlement Class Member shall have ninety (90) days after the re-mailing of his/her check to negotiate the funds). The Settlement Administrator shall issue a check for those Residual Funds to the Legal Foundation of Washington and shall deliver that check to Class Counsel, for delivery to the Legal Foundation of Washington.

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

**9. Computation of Time and Deadlines.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday, such time period shall be continued to the following business day.

**10. 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 Final 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. This Agreement constitutes the entire Agreement among these Parties relating to the subject matter set forth herein. 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).

d. 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.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Parties hereto.

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

g. Plaintiffs and Defendant 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.

h. 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.

i. The Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which may include a copy of this Agreement and any other documents filed with the Superior Court. The Settlement Administrator shall provide Defendant's Counsel with a draft of any content it intends to add to the website at least five (7) days prior to making such content available on the website and shall consider in good faith any comments or concerns that Defendant's Counsel may raise with regard to the same. Any website created in connection with the Settlement must be taken down within 60 days of the above-captioned matter being dismissed.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF AND  
PROPOSED CLASS COUNSEL**

**HKM EMPLOYMENT ATTORNEYS LLP**

*Joseph W. Wright*

**Joseph Wright**

Counsel for Plaintiff Michael Aaland and Proposed  
Class Counsel

Dated: 06 / 20 / 2024

**NAMED PLAINTIFF AND PROPOSED CLASS  
REPRESENTATIVE**

*Michael Aaland*

**Michael Aaland**, individually and on behalf of the  
proposed Settlement Class

Dated: 06 / 17 / 2024

**COUNSEL FOR DEFENDANT  
SCHOENECKERS, INC. D/B/A BI  
WORLDWIDE**

**MOSS & BARNETT, P.A.**

DocuSigned by:

*Bradley Armstrong*

64C21BEB71154A7...

**Bradley Armstrong**

Counsel for Defendant Schoeneckers, Inc. d/b/a BI  
Worldwide

Dated: June 28, 2024

**DEFENDANT SCHOENECKERS, INC. D/B/A BI  
WORLDWIDE**

DocuSigned by:

*Gary Hansen*

0B6C16406CDC44A...

By:

Dated: 6/28/2024

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

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

***Michael Aaland v. Schoeneckers, Inc. d/b/a BI Worldwide,  
King County Superior Court Civil Case No. Case No. 22-2-20711-6 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: Residents of the State of Washington to whom Schoeneckers, Inc. d/b/a BI Worldwide sent a commercial electronic text message without the recipient's prior consent, at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages, concerning Contractor Rewards between December 16, 2018 and December 16, 2022.**

- A Washington resident brought claims against Schoeneckers, Inc. d/b/a BI Worldwide ("Schoeneckers" or the "Company") for its alleged failure to comply with the Washington statutory laws relating to RCW 19.86.010, RCW 19.190.060, and/or RCW 19.190.010. Schoeneckers strongly denies these allegations. The parties have reached a proposed Class Action Settlement.
- The Class Action Settlement includes a total maximum settlement payment by Schoeneckers of \$350,000.00.
- To qualify for a share of this payment, you must have: (1) received a commercial electronic text message from Schoeneckers, Inc. d/b/a BI Worldwide concerning Contractor Rewards for which you did not provide prior consent between December 16, 2018 and December 16, 2022 at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages; (2) received the commercial electronic text message meeting the aforementioned criteria at a telephone number with one of the following area codes: 206, 509, 360, 564, 253, or 425; and (3) 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 will not result in a release of any claim(s) you have against Schoeneckers related to the claims asserted 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.

## BASIC INFORMATION

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

Schoeneckers' records show that you were sent a text message or text messages concerning Contractor Rewards between December 16, 2018 and December 16, 2022 (the "Class Period"), while you were a resident of the State of Washington. 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, Michael Aaland, claims that during the Class Period, Schoeneckers violated Washington law by sending him a text message concerning Contractor Rewards in violation of Washington law and that he and other similarly situated individuals are entitled to damages as a result. Schoeneckers has denied these claims.

The Honorable Leroy Mccullough of the Superior Court for the State of Washington in and for King County is overseeing this Class Action. The lawsuit is known as *Michael Aaland v. Schoeneckers, Inc. d/b/a BI Worldwide, Case No.: 22-2-20711-6 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" sue on behalf of other people whom they believe have similar claims. The people together are a "Class" or "Class Members." The Washington residents who sued, and who represent the Class, are called the Plaintiff(s).

The people the Plaintiff(s) sue (in this case Schoeneckers) are called the Defendant(s). 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 Schoeneckers. Instead, both sides agreed to a Settlement. This allows the parties to avoid the cost of a trial, and to get the people affected compensation. The Class Representative and his attorneys think the Settlement is best for everyone in the Class.

### **WHO IS IN THE SETTLEMENT**

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

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

*Residents of the State of Washington to whom Schoeneckers, Inc. d/b/a BI Worldwide sent a commercial electronic text message without the recipient's prior consent, at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages, concerning Contractor Rewards between December 16, 2018 and December 16, 2022.*

For the purposes of the Settlement, a “Resident of the State of Washington” is an individual who received a commercial electronic text message from Schoeneckers at a telephone number with one of the following area codes: 206, 509, 360, 564, 253, or 425.

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.

### **THE TERMS 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 Schoeneckers regarding Schoeneckers' alleged violation of the Washington laws relating to text messages sent by or on behalf of Schoeneckers, including any claim for statutory penalties, actual damages, and any attendant claims for interest, fees, costs, attorneys' fees and all other forms of relief that were sought or could have been sought in in or in connection to this Case.

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

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

Schoeneckers will pay a total of \$350,000.00 as part of the Settlement, apportioned as follows:

- **Class Fund:** Schoeneckers will pay an estimated \$217,500.00 (the “Class Fund”), 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:** Schoeneckers will pay the named Plaintiff and Class Representative Michael Aaland a service award in the amount of \$10,000.00 in recognition of his efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** Schoeneckers will pay \$2,000.00 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, and processing payments to Settlement Class Members.
- **Attorneys’ Fees Award:** Schoeneckers will pay \$115,500.00 to Plaintiff’s attorneys for the attorneys’ fees they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class.
- **Costs Award.** Schoeneckers will pay no more than \$5,000.00, to Plaintiffs’ attorneys for the costs they have incurred and will incur through final judgment in representing Plaintiffs and the Settlement Class.

**Monetary Relief:** The amount available to the Settlement Class is intended to compensate Settlement Class Members for the penalties and/or damages they are allegedly owed as a result of the practices alleged in the Case. The amount each Settlement Class Member will receive through this Settlement will vary depending on the number of individuals who participate.

**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. Each Settlement Class Member will receive an equal share of the Class Fund. Settlement payment 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. Schoeneckers will not receive funds from any uncashed checks.

Settlement Class Members will be asked to provide either a Taxpayer Identification Number or a Social Security Number if they will receive \$600 or more in a Cash Benefit due to Internal Revenue Service (“IRS”) reporting requirements. The Settlement Administrator will issue a written notice to Settlement Class Members who will receive a payment of \$600 or more as a Cash Benefit, once the allocation of Cash Benefits is determined following Final Approval. If no Taxpayer Identification or Social Security Number is timely provided, payment of the Cash Benefit shall be limited to \$599.

**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, demands, and causes of action against Schoeneckers that either were raised in this Case or that could have been raised in this Case, an individual arbitration or any other legal proceeding, including but not limited to any and all claims, demands, and causes of action involving or related to text messages sent by or on behalf of Schoeneckers, whether such claims are known or unknown, and any related claims for actual damages and/or statutory penalties, interest, liquidated damages, exemplary damages, attorneys’ fees, costs, and/or expenses.

**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.

## HOW YOU CAN GET PAYMENT

### 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.

## THE LAWYERS REPRESENTING YOU

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

The Court has decided that lawyers from the law firm of HKM Employment Attorneys LLP 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 and costs in the amounts of \$115,500.00 (attorneys' fees) and \$5,000 (costs), respectively, 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 December 2022, and have not received any fees or reimbursements for the costs of the lawsuit.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 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 Aaland v. Schoeneckers." 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 Schoeneckers.

### OBJECTING TO THE SETTLEMENT

#### 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 (*Michael Aaland v. Schoeneckers, Inc. d/b/a BI Worldwide*, King County Superior Court Case No.: 22-2-20711-6 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]**:

---

---

---

### THE COURT'S FAIRNESS HEARING

#### 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 Seattle, 516 Third Avenue, Room \_\_\_, Seattle, WA 98104. The Court may provide for a video hearing in addition to or instead of an in person hearing. If the Court provides a video hearing, the details will be posted to the website as it becomes available.

If there are objections, the Court will consider them. Judge Leroy Mccullough will listen to people who have been granted permission 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 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 Leroy Mccullough 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 *Michael Aaland v. Schoeneckers, Inc. d/b/a BI Worldwide*, King County Superior Court Case No.: 22-2-20711-6 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 Leroy McCullough King County Superior Court 516 Third Avenue, Room _____ Seattle, WA 98104	Joseph Wright HKM Employment Attorneys LLP 600 Stewart Street, Suite 901 Seattle, WA 98101	Bradley R. Armstrong, MN <i>Pro Hac Vice</i> <b>Moss &amp; Barnett, P.A.</b> 150 South Fifth Street, Suite 1200 Minneapolis, MN 55402

**IF YOU DO NOTHING****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.

**GETTING MORE INFORMATION****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 Service Award for the Plaintiff will be available for you to review on [DATE] at [WEBSITE].

**EXHIBIT B**  
**MOTION FOR PRELIMINARY APPROVAL**

THE HONORABLE LEROY MCCULLOUGH

Hearing Date: \_\_\_\_\_, 2024  
Without Oral Argument

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
FOR KING COUNTY

MICHAEL AALAND, on his own behalf and on  
behalf of other similarly situated persons,

Plaintiff,

v.

SCHOENECKERS, Inc. d/b/a BI WORLDWIDE, a  
Minnesota Corporation,

Defendant.

**CLASS ACTION**

NO. 22-2-20711-6 SEA

**UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**I. INTRODUCTION AND RELIEF REQUESTED**

Plaintiff Michael Aaland, on behalf of the putative class of consumers he represents, respectfully moves the Court for an order granting this Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court should approve the settlement and order that notice be sent to the Class because the settlement is fair, adequate, and reasonable and otherwise satisfies the requirements for preliminary approval. Attached as Exhibit 1 to the Declaration of Joseph W. Wright in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement (“Wright Decl.”) is a fully-executed copy of the Settlement Agreement and Release (“Settlement Agreement”) entered into by the parties to this action.

The Class Members contemplated by the Parties' settlement agreement are residents of the State of Washington to whom Schoeneckers, Inc. d/b/a BI Worldwide sent a commercial electronic text message without the recipient's prior consent, at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages, concerning Contractor Rewards between December 16, 2018 and December 16, 2022. As explained herein, the Parties' settlement on behalf of these Washington residents is outstanding because each Class Member will receive a substantial percentage of their maximum statutory damages (approximately \$178.00 per class member) without incurring the risk of further litigation.

Therefore, Plaintiff respectfully requests that the Court: (1) grant preliminary approval of the settlement; (2) approve the form, content, and method of delivering notice to the Class as set out in the Settlement Agreement; (3) provisionally certify the proposed settlement class; (4) appoint ILYM Group, Inc. as Settlement Administrator to administer the settlement; and (5) schedule a final approval hearing in accordance with the deadlines proposed in the Settlement Agreement and in this motion. A Proposed Order in the form approved by the parties is being submitted with this Motion for the Court's consideration.

## **II. STATEMENT OF FACTS**

### **A. Factual and Procedural History**

Defendant Schoeneckers is a global engagement agency. It creates sales incentives, customer engagement marketing, employee recognition and reward programs, promotional marketing, global business solutions, gamification, corporate event solutions and coalition marketing. Dkt. 45 at ¶ 4.1. One of the rewards programs offered by Schoeneckers, Inc. is "Contractor Rewards." Dkt. 45 at ¶ 4.2. Contractor Rewards is a purchase incentive and customer loyalty program targeting potential customers who can earn rewards points on qualified purchases from a participating building product manufacturers. *Id.* Customers can redeem these points for merchandise, vacations, events, and charitable donations. *Id.*

Plaintiff alleges that he received an unsolicited text message from Contractor Rewards on October 31, 2022. Dkt. 45 at ¶ 4.10. He alleges that Defendant violated the Washington Consumer Protection Act and related Washington statutes including the Washington Consumer Electronic Mail Act, RCW 19.190.010 et seq. Dkt. 45 at ¶ 6.2. In his amended complaint, Plaintiff proposed to represent a class of “all persons in Washington State who were sent, to their cellular telephone numbers, at least one commercial text message from Contractor Rewards without prior express consent.” Dkt. 45 at ¶ 5.2. Defendant denied, and continues to deny, its liability to Plaintiff and the putative class. Dkt. 48 at ¶¶ 24–44, Settlement Agreement pp. 1–2. The Parties soon after entered arms-length settlement negotiations through counsel over the course of several months—arriving at a settlement agreement. *Id.* Plaintiff now presents those terms for the Court’s preliminary approval.

## **B. The Terms of the Settlement Agreement**

Plaintiff offers the following summary of the terms of the Settlement Agreement, a copy of which is attached as Exhibit 1 to the Wright Declaration.

### **1. Provisional Class Definition**

The Court has not yet certified this case as a class action. For settlement purposes, Plaintiff respectfully requests that the Court provisionally certify the following class:

Residents of the State of Washington to whom Schoeneckers, Inc. d/b/a BI Worldwide sent a commercial electronic text message without the recipient’s prior consent, at a telephone number assigned for cellular telephone or pager service that was equipped with short message capability or any similar capability allowing the transmission of text messages, concerning Contractor Rewards between December 16, 2018 and December 16, 2022.

Settlement Agreement p. 2 at ¶ VI.1.g. The Class is believed to include approximately 1,200 individuals. Wright Decl. ¶ 12.

### **2. Settlement Amount**

Defendant has agreed to pay a total of \$350,000.00 into a settlement fund (“Gross Settlement Fund”) to resolve this matter. *See* Settlement Agreement pp. 3–4 at ¶¶ VI.1.s, VI.3.

This amount will be used to satisfy the following categories of recovery: (1) payments to Class members; (2) class representative service award to Mr. Aaland; (3) an award of attorneys' fees to Class Counsel plus actual litigation costs approved by the Court, and (4) payment of settlement administrator fees and expenses. *See id.* pp. 3–5 at ¶¶ VI.1.m–VI.1.s, VI.3–VI.7.

### **3. Attorneys' Fees, Litigation Costs, and Class Representative Award**

Defendant has agreed, for purposes of this motion, not to oppose attorneys' fees to Class Counsel in an amount that does not exceed 33% of the Gross Settlement Fund, or \$115,500.00, plus actual litigation costs not to exceed \$5,000.00. *See* Settlement Agreement p. 4-5 at ¶ VI.5. The actual litigation costs are currently \$2,315.70. Wright Decl. ¶ 11. Plaintiff requests a class representative service award of \$10,000.00, which Defendant does not oppose. *Id.* p. 5 at ¶ VI.6.

### **4. Release and Waiver of Claims**

In exchange for the benefits provided under the Settlement, Settlement Class Members who do not opt out will waive and release all claims against Schoeneckers “that either were raised in this Case or that could have been raised in this Case, an individual arbitration or any other legal proceeding, including but not limited to any and all claims, demands, and causes of action involving or related to text messages sent by or on behalf of Schoeneckers, whether such claims are known or unknown, and any related claims for actual damages and/or statutory penalties, interest, liquidated damages, exemplary damages, attorneys' fees, costs, and/or expenses.” *See* Settlement Agreement p. 4 at ¶ VI.2.

### **5. Notice**

Within 21 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator an Excel spreadsheet with the name, last known address, and last known telephone and/or email address (if any) of each member of the Proposed Class. Settlement Agreement p. 5 at ¶ VI.7.c. Concurrently, Defendant shall also provide Class Counsel with the names of each member of the Proposed Class. *Id.* The Settlement Administrator and Class Counsel shall treat data provided for the purposes of settlement administration as private and

confidential and not disclose such data except as required by the Settlement Agreement, court order, or another source of law. *Id.*

Written notice of the proposed settlement will be provided to all Settlement Class Members by first class mail within 15 days of the Defendant providing Class Counsel with Settlement Class Members' text message and consent status covering the entire class period (to the extent it has not already been provided) as well as Defendant providing Settlement Administrator with Settlement Class Members' names, last known addresses, and phone numbers. Settlement Agreement p. 7 at ¶ VI.8.c(1). Notices returned with a forwarding address shall be re-mailed, and those returned without a forwarding address will be skiptraced and remailed. *Id.* p. 7 at ¶ VI.8.e.

The Class Notice will inform Settlement Class Members about the basis of the claims alleged in the lawsuit and their rights under the Settlement Agreement, identify who is included in the class, describe how Settlement Class Members can exclude themselves from the settlement, notify Settlement Class Members of their right to object to the Settlement, and include the contact information for the Settlement Administrator and Class Counsel. A true and correct copy of the agreed Notice of Proposed Class Action Settlement is attached as Exhibit A to the Settlement Agreement ("Notice").

## **6. Settlement Administration**

The parties have agreed to use ILYM Group, Inc. as the Settlement Administrator in this case. Settlement Agreement pp. 2, 5–6 at ¶¶ VI.1.e, VI.7. The Settlement Administrator will administer all aspects of the Settlement, including but not limited to distributing the Notice of Class Action Settlement, processing Settlement Class Members' requests for exclusion, and processing and mailing settlement payments to the Settlement Class Members. *Id.* pp. 5–8 at ¶¶ VI.7, VI.8.h. Additionally, the Settlement Administrator is responsible for making payments to Class Counsel for the Court approved attorneys' fees and litigation costs award and the Service Award to the Class Representative. *Id.* p. 8 at ¶ VI.8.h.



## 7. Opt-Out and Objection Rights

Settlement Class Members will be given an opportunity to opt out of the settlement by mailing a written request for exclusion to the Settlement Administrator. Settlement Agreement pp. 5–7 at ¶¶ VI.7.d, VI.8.c(2). Settlement Class Members will have 30 calendar days from the mailing of the Notice to opt out of or to object to the Settlement. *Id.* pp. 3, 7 at ¶¶ VI.1.k, VI.8.c(2), VI.8.c(3). To opt-out, Class Members must request exclusion from the settlement in writing by stating “I request that I be excluded from the Class in the case of Aaland v. Schoeneckers” and include the Class Members’ name, address, and signature. Notice at p. 16 at ¶ 12. To object to the settlement, Class Members must (1) object in writing, (2) state the reasons that the Court should not approve the settlement, (3) include their name, address, and telephone number, (4) the name of the case, and (5) a signature. *Id.* at pp. 16-17 at ¶ 12.

## 8. Deadlines Contemplated by the Settlement Agreement

The following table sets out the deadlines in the Settlement Agreement:

EVENT	SCHEDULED DATE
Defendant to provide Settlement Administrator with Settlement Class Members’ names, last known addresses, phone numbers, emails, and Social Security numbers	21 days after entry of preliminary approval order
Defendant to provide Class Counsel with a report containing the names of each member of the Settlement Class (to the extent it has not already been provided)	21 days after entry of preliminary approval order
Settlement Administrator to Mail Notice to Settlement Class Members	15 days after receiving above information from Defendant and Class Counsel
Class Members to opt out or object (Notice Deadline)	30 days after mailing of Notice
Settlement Administrator jointly certifies to Class Counsel and Defendant’s counsel the number of opt outs and objections	If there are no objections to the validity of the Exclusion Letters or eligibility determinations made by the Settlement Administrator from the Parties: no sooner than 12 days after the Notice Deadline.

	<p>If there are objections by the Parties, but the Parties are able to resolve their objections after meeting and conferring: no sooner than 17 days after the Notice Deadline.</p> <p>If the Parties are unable to resolve their objections after meeting and conferring: no sooner than the date the Superior Court has made a final decision regarding subject Exclusion Letters and eligibility determinations.</p>
Final Fairness Hearing	No sooner than 45 days after Notice Deadline ( <b>HEARING DATE TO BE SET BY THE COURT</b> )
Settlement Effective Date	The first business day after all of the following have occurred: (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. 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.
Defendant to fund settlement	Within 15 days after the Settlement Effective Date
Settlement Administrator to Mail Individual Settlement Payments to Participating Settlement Class Members, pay approved attorneys' fees and costs to Class Counsel, pay approved Class Representative Service Award to Plaintiff Aaland, and pay approved administration fees to Settlement Administrator	Within 15 days after the Settlement Effective Date

Participating Settlement Class Members to cash or deposit Individual Settlement Payment checks	90 days from the mailing of individual settlement payments to Participating Settlement Class Members
--	--

### III. ISSUE PRESENTED

Whether the Court should preliminarily approve the Settlement as fair, adequate, and reasonable, and as otherwise satisfying the requirements for preliminary approval.

### IV. EVIDENCE RELIED UPON

This motion is based on the accompanying Declaration of Joseph W. Wright and the exhibits attached thereto, all pleadings, and records on file herein, and such other documentary evidence or arguments as may be presented to the Court prior to or at the hearing on the motion.

### V. AUTHORITY AND ARGUMENT

Although CR 23 is silent in guiding trial courts in their review of class settlements, it is universally stated that a proposed class settlement may be approved by the trial court if it is determined to be “fair, adequate, and reasonable.” *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 188, 35 P.3d 351 (2001) (expressly adopting federal standard for class action settlement approval). The approval of a class action settlement takes place in two stages: preliminary approval and final approval. *West v. Circle K Stores, Inc.*, CIVS040438WBSGGH, 2006 WL 1652598, at \*2 (E.D. Cal. June 13, 2006). At the preliminary approval stage, the Court “must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of the notice of the certification, proposed settlement, and date of the final fairness hearing.” *E.g., In re M.L. Stern Overtime Litigation*, No. 07-CV-0118-BTM (JMA), 2009 WL 995864, at \*3 (S.D. Cal. April 13, 2009) (quoting Manual on Complex Litigation Fourth § 21.632 (2004)).

During the preliminary approval process, the Court simply determines “whether there is any reason to notify the class members of the proposed class settlement and to proceed with the [final] fairness hearing.” *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982). The Court’s review is limited to the extent necessary to reach a reasoned judgment that “the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the

settlement, taken as a whole, is fair, reasonable, and adequate to all concerned.” *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 625 (9th Cir. 1982). If there are no obvious deficiencies and the settlement falls into the range of possible approval, it should be preliminarily approved. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1057 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). As set forth below, the proposed Settlement amply meets the relatively low bar for preliminary approval.

**A. The Proposed Settlement Is Fair Because It Was the Product of Arm’s-Length, Non-Collusive Negotiations.**

The proposed Settlement in this case is presumptively fair because it was reached through arm’s-length negotiations and there is nothing to suggest that there was any collusion between the parties. *See Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 542–43 (W.D. Wash. 2009) (approving settlement “reached after good faith, arms-length negotiations”); *see also J.R. by & through Ju.R. v. Blue Cross & Blue Shield of Illinois*, No. 2:18-CV-01191-JLR, 2020 WL 2084927, at \*2 (W.D. Wash. Apr. 30, 2020), citing *Officers for Justice*, 688 F.2d at 625; *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 209, 35 P.3d 351 (2001) (“A presumption of fairness and adequacy attaches to a class action settlement reached in arm’s-length negotiations by experienced class counsel after meaningful discovery”).

Plaintiff’s counsel are seasoned class action attorneys that have substantial experience litigating class-action cases involving claims related to the Washington Consumer Protection Act. *See* Wright Decl. ¶¶ 1–9. After exchanging discovery, counsel for the Parties began resolution discussions which, after a period of months, resulted in a settlement agreement. Wright Decl. ¶ 10. The negotiations between counsel were tempered by a record sufficiently developed to allow Class Counsel and Defendant’s counsel to evaluate the case for settlement. *See Hughes v. Microsoft Corp.*, C93-0178C, 2001 WL 34089697, at \*7 (W.D. Wash. Mar. 26, 2001) (“A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced capable counsel after meaningful discovery”). Accordingly, the Settlement Agreement is entitled to a presumption of fairness.

**B. The Settlement Is Reasonable and Adequate.**

In determining whether the Settlement is reasonable and adequate, the Court must ultimately balance the following factors: “the strength of the plaintiff’s case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel.” *Hanlon*, 150 F.3d at 1026.

Here, the settlement represents an excellent result for the class. After deductions for litigation costs, administrative expenses, the class representative award, and attorneys’ fees, Class Counsel estimates there will be approximately \$217,500.00 available for distribution to the roughly 1,222 Settlement Class Members, for an average settlement payment of approximately \$178.00 per Settlement Class Member. As set forth below, this is a reasonable and adequate result.

**1. Plaintiff Assessed the Risks and Determined That the Settlement Is in the Best Interest of Settlement Class Members.**

Plaintiff and Class Counsel have determined that this settlement is in the best interests of the class, taking into the account the value of the settlement as compared with the potential liability of Defendant and given the risks associated with continued litigation.

Those risks are significant in any class case, but likely more so here, where a class has yet to be certified. Even if the Plaintiff were to have prevailed on a motion for class certification in this matter, it would be subject to potential later modification or decertification. Plaintiff would bear the burden of proving class wide liability on his claim, which is never a certainty.

The amount offered in settlement is more than fair in light of these very real risks. Violation of RCW 19.86.010 and/or RCW 19.190.010 carries a penalty of compensation for past and future pecuniary losses resulting from the unlawful practices described above in amounts to be determined at trial, but in no event less than \$500.00 for each violation. Here, Class Counsel reasonably estimates that \$217,500.00 will be allocated to Settlement Class Members, after payment of attorneys’ fees, litigation costs, the administrator’s fees, and the class representative service award. Wright Decl. ¶ 12. This represents an estimated \$178.00 recovery per Settlement

Class Member. *Id.* Thus, this settlement will net individual Settlement Class Members approximately 35% of the statutory damages without having to assume the risk of litigation or provide any proof of individual damages. *Id.*

This is a more than reasonable result in a class action settlement, the “very essence” of which is “compromise, a yielding of absolutes and abandoning of highest hopes.” *Officers for Justice*, 688 F.2d at 624 (9th Cir. 1982) (internal citation omitted). In fact, courts routinely approve class action settlements that yield far less. *See 7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th 1135, 1150, 102 Cal. Rptr. 2d 777 (2000) (noting that courts routinely approve settlements where the recovery for the Class constitutes “only a fraction of the potential recovery.”) (citing *Linney v. Cellular Alaskan Partnership*, 151 F.3d 1234, 1242 (9th Cir. 1998)); *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1346 (S.D. Fla. 2011) (finding that “standing alone, nine percent or higher constitutes a fair settlement even absent the risks associated with prosecuting these claims”); *Newbridge Networks Sec. Litig.*, 1998 WL 765724, at \*2 (D.D.C. Oct. 23, 1998) (noting that “an agreement that secures roughly six to twelve percent of a potential trial recovery . . . seems to be within the targeted range of reasonableness”). As demonstrated above, Settlement Class Members are obtaining a highly favorable result considering the very real risks of proceeding to class certification and trial. Wright Decl. ¶¶ 12–13. For these reasons, it is Class Counsel’s opinion that this settlement is in the best interests of the class.

## **2. The Requested Service Award Is Reasonable.**

Service awards are routinely approved in class settlements. *See Grays Harbor Adventist Christian Sch. v. Carrier Corp.*, 05-05437 RBL, 2008 WL 1901988, at \*7 (W.D. Wash. Apr. 24, 2008); *see also In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2003); *Manual for Complex Litig.* (Fourth) § 21.62 n.971 (2004) (incentive awards may be “merited for time spent meeting with class members, monitoring cases, or responding to discovery”) (citation omitted). Plaintiff seeks a service award for bringing and litigating this case because such an award promotes a public policy of encouraging individuals to undertake the responsibility of representative

lawsuits and reflects the time, cost, and effort a class representative often must personally undertake to bring relief to the class.

Plaintiff Aaland requests an award of \$10,000.00, in addition to his Individual Settlement Payment. Such an award is presumptively reasonable. *See* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 USC L. Rev. 1303, 1308 (determining that the average award per class representative was \$15,992).

Moreover, a service award is appropriate here. Plaintiff invested significant time, energy, and effort in this case. He actively participated and assisted in counsel's investigation of the claims, discovery efforts. Wright Decl. ¶ 14. He made himself available to assist in the litigation and was responsive to Class Counsel. *Id.* He should be compensated for taking these risks and making this meaningful settlement possible. *Id.*

### **3. The Attorneys' Fees and Litigation Costs Requested Are Reasonable.**

Plaintiff is requesting attorneys' fees for Class Counsel in the amount of \$115,500.00 (which represents 33% of the common fund) and reimbursement of litigation costs reasonably estimated to be up to \$5,000. These numbers are reasonable given the valuable results Class Counsel was able to obtain for the Class, the risks associated with the claims, the contingent nature of the litigation, and the expenses incurred by Class Counsel throughout the course of this case.

#### **i. Plaintiff's Requested Attorneys' Fees Award of 33 Percent of the Gross Settlement Amount Is Reasonable.**

Under Washington law, courts use the percentage-of-recovery approach when calculating fees in class action settlements that result in a common settlement fund. *See Bowles v. Wash. Dep't of Ret. Sys.*, 121 Wn.2d 52, 72, 847 P.2d 440, 450 (1993). Such an approach is practical because counsel is recognized as having an equitable right to be compensated from the fund that their successful efforts helped create. *See Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th Cir. 2003) ("a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole" (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, (1980))). In common fund cases like this one, attorneys' fees

are results-oriented—the size of the recovery constitutes a suitable measure of the attorneys’ performance. *See Bowles*, 121 Wn.2d at 72.

Here, the requested fee award of 33 percent of the common fund is well within the reasonable range for common fund fee awards in Washington. *See Bowles*, 121 Wn.2d at 72-73. *See also, e.g., Bosch v. PeaceHealth*, Clark County Superior Court, No. 20-2-00924-06 (Aug. 23, 2002) (awarding 33% of common fund in Washington wage-and-hour case); *Main v. Quick & Clear*, King County Superior Court No. 16-2-29685-8 SEA (Feb. 8, 2018) (awarding fees equal to 33% of the common fund settlement in Washington wage case); *O.S.T. v. Regence Blueshield*, King County Superior Court No. 11-2-34187-9 (Sep. 8, 2015) (awarding 35% of the common fund as attorneys’ fees); *Cox v. The Kroger Co.*, King County Superior Court No. 14-2-19935-0 SEA (Nov. 13, 2020) (awarding 33% of the common fund in Washington wage claim).

By obtaining a settlement in early resolution of this case, Class Counsel significantly reduced the costs associated with ongoing discovery, depositions, and extended motions practice, including forthcoming motions for class certification and summary judgment. And it did so while recovering nearly 35% of the maximum statutory penalty for each Settlement Class Member. This result provides Plaintiff and Settlement Class Members with a significant recovery of the damages that they are allegedly entitled to while ensuring that the delay in payment is not prolonged by months or years. Plaintiff’s requested fee award is reasonable given the nature of the case, the uncertain nature of the litigation, and the highly favorable results obtained for Plaintiff and the putative class.

**ii. Counsel Are Entitled to Be Reimbursed for Litigation Costs Reasonably Expended During This Litigation.**

“Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those class members who benefit from the settlement.” *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996), *citing Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). In advancing this lawsuit, Class Counsel have incurred out-of-pocket costs of \$2,315.70 to date. Wright Decl. ¶ 11. These out-of-pocket



costs included filing fees, costs to effect service on Defendant, and other minor administrative costs. *Id.* All these expenses were necessary to secure the resolution of this litigation. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007) (finding that costs such as filing fees, photocopy costs, travel expenses, postage, telephone and fax costs, computerized legal research fees, expert fees, and mediation expenses are relevant and necessary expenses in a class action litigation). Plaintiff requests additional actual litigation costs not to exceed \$5,000.00, which Plaintiff expects to incur paying an expert to calculate settlement shares.

**C. The CR23(a) & (b) Factors are Satisfied.**

For settlement purposes only, Plaintiff requests that the Court conditionally certify the proposed Class for settlement purposes only because all the applicable certification requirements of CR 23(a) and (b) are satisfied. CR 23(a) requires that there must be numerosity, commonality, typicality, and adequacy of representation; CR 23(b) requires that there be predominance of a common question.

**1. The CR 23(a) Factors of Numerosity, Commonality, Typicality, and Adequacy of Representation are all Satisfied.**

The approximate Class of 1,222 individuals exceeds the numerosity requirement given that more than 40 members is presumptively too large for joinder. *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49 (2003).

The commonality requirement of CR 23(a)(2) is satisfied because there are questions of law and fact common to the Settlement Class regarding whether Defendant’s alleged practice of transmitting text messages concerning Contractor Rewards between December 16, 2018 and December 16, 2022 violates RCW 19.86.010, RCW 19.190.060, and/or RCW 19.190.010. Although CR 23(a)(2) does not require that the “shared questions of law or fact be identical,” *see Miller*, 115 Wn. App. at 824, the proposed Class exceeds the commonality requirement by posing identical issues of law and fact. *See* Dkt. 45 at ¶¶ 4.12, 5.2.

Typicality is met because Plaintiff's claims arise from the same course of conduct as those of other Class Members, based on the same legal theories. *See Pellino v. Brink's Inc.*, 164 Wn. App. 668, 684, 267 P.3d 383 (2011).

So too is adequacy satisfied because Plaintiff's interests are not antagonistic to the other Class Members and are represented by qualified counsel. *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003). Plaintiff and his counsel will adequately represent the interests of the Class here.

## **2. The CR 23(b)(3) Criteria is Satisfied.**

The Settlement Class satisfies the predominance requirements of CR 23(b)(3), which provide that a class should be certified "if common questions of fact or law predominate over individual ones and a class action is superior to other available methods of adjudication." *Sitton v. State Farm Mut. Auto. Ins. Co.*, 116 Wn. App. 245, 253, 63 P.3d 198 (2003). Here, common issues predominate because the central question in this case—whether Defendant sent an unsolicited commercial electronic text message concerning Contractor Rewards between December 16, 2018 and December 16, 2022 to residents of the State of Washington—can be established through generalized evidence, namely by Defendant's production of a list of each message sent during the relevant time period and the status of consent related to each message. Because the claims are being certified for purposes of settlement, there are no issues with manageability. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997) ("Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial."). Additionally, resolution of these claims in one action is far superior to individual lawsuits and promotes consistency and efficiency of adjudication. *See id.* at 617 (noting the "policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights"). Certification for purposes of settlement is appropriate.

**D. The Class Notice Is Adequate.**

CR 23(c)(2) of the Washington Rules of Civil Procedure provides that “the court shall direct to the members of the class the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice shall advise each member that (A) the court will exclude him or her from the class if they so request by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if he or she desires, enter an appearance through their counsel.” Moreover, any “notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” CR 23(e). Notice of settlement is “satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’” *Churchhill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citing *Mendoza v. Tucson Sch. Dist. No. 1*, 623 F.2d 1338, 1352 (9th Cir. 1980)). The proposed Notice to the Settlement Class Members fully satisfies these requirements. *See* Notice at pp. 11–18.

**VI. CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court (1) grant preliminary approval of the settlement, including payment to the class, attorneys’ fees and costs payment, class representative service award, and the costs of claims administration; (2) approve the form, content, and method of delivering notice to the Class as set out in the Settlement Agreement; (3) provisionally certify the proposed settlement class; (4) appoint ILYM Group, Inc. as Settlement Administrator to administer the settlement; and (5) schedule a final approval hearing in accordance with the deadlines proposed in the Settlement Agreement and in this motion.

DATED this 17th day of June, 2024.

/s/ DRAFT

Donald W. Heyrich, WSBA No. 23091

Jason A. Ritterer, WSBA No. 43628

Rachel M. Emens, WSBA No. 49047

Henry Brudney, WSBA No. 52602

Joseph W. Wright, WSBA No. 55956  
**HKM EMPLOYMENT ATTORNEYS LLP**  
600 Stewart Street, Suite 901  
Seattle, WA 98101  
Phone: 206-838-2504  
Fax: 206-260-3055  
Email: [dheyrich@hkm.com](mailto:dheyrich@hkm.com)  
[jrittereiser@hkm.com](mailto:jrittereiser@hkm.com)  
[remens@hkm.com](mailto:remens@hkm.com)  
[hbrudney@hkm.com](mailto:hbrudney@hkm.com)  
[jwright@hkm.com](mailto:jwright@hkm.com)

Peter D. Stutheit, WSBA No. 32090  
**STUTHEIT KALIN LLC**  
208 SW 1st Avenue, Suite 260  
Portland, Oregon 97204  
Phone: (503) 493-7488  
Email: [peter@stutheitzkalin.com](mailto:peter@stutheitzkalin.com)

*Attorneys for Plaintiff*

I certify that this memorandum contains \_\_\_\_ words,  
in compliance with the Local Civil Rules.

**CERTIFICATE OF SERVICE**

I, Taylor Yates, certify under penalty of perjury under the laws of the State of Washington that I have caused service of a true and correct copy of the foregoing document, to be effected on the following named counsel in the manner identified below:

Bradley R. Armstrong, MN No. 393524

*Pro Hac Vice*

**Moss & Barnett, P.A.**

150 South Fifth Street, Suite 1200

Minneapolis, MN 55402

Phone: 612-877-5359

Fax: 612-877-5034

Email: brad.armstrong@lawmoss.com

☐ Via U.S. First Class Mail

☐ Via Process Service

☒ Via King County E-Service

☐ Via Facsimile

☐ Via Email

Michael J. Farrell, WSBA No. 18897

MB Law Group, LLP

117 SW Taylor Street, Suite 200

Portland, OR 97204

Phone: 503-220-4289

Fax: 503-914-1725

Email: mfarrell@mbglaw.com

☐ Via U.S. First Class Mail

☐ Via Process Service

☒ Via King County E-Service

☐ Via Facsimile

☐ Via Email

DATED this 6th day of May 2024 at Seattle, Washington.

/s/ DRAFT






Taylor Yates, Paralegal

**HKM EMPLOYMENT ATTORNEYS LLP**

Title	2024.06.17 Class Action Settlement Agreement Final _to be...
File name	2024.06.17%20Clas...20be%20signed.pdf
Document ID	5e53dd8b69eb1cb62da6edc71c0638248d65ff8e
Audit trail date format	MM / DD / YYYY
Status	<div><div></div>Signed</div>

This document was requested from [app.clio.com](#)

Document History

<div> SENT</div>	<b>06 / 17 / 2024</b> 18:21:04 UTC	Sent for signature to Mike Aaland (michael.aaland@gmail.com) and Joseph Wright (jwright@hkm.com) from tyates@hkm.com IP: 76.28.241.127
<div> VIEWED</div>	<b>06 / 17 / 2024</b> 18:25:58 UTC	Viewed by Mike Aaland (michael.aaland@gmail.com) IP: 73.109.31.95
<div> SIGNED</div>	<b>06 / 17 / 2024</b> 18:28:28 UTC	Signed by Mike Aaland (michael.aaland@gmail.com) IP: 73.109.31.95
<div> VIEWED</div>	<b>06 / 18 / 2024</b> 00:45:15 UTC	Viewed by Joseph Wright (jwright@hkm.com) IP: 98.169.177.42
<div> SIGNED</div>	<b>06 / 20 / 2024</b> 18:08:30 UTC	Signed by Joseph Wright (jwright@hkm.com) IP: 98.169.177.42
<div> COMPLETED</div>	<b>06 / 20 / 2024</b> 18:08:30 UTC	The document has been completed.