

Settlement Agreement Regarding Interim Remedial Measures and System Integration of Covered California's Voter Registration Obligations

Pursuant to this agreement, Covered California agrees to take the interim remedial measures detailed below and to take the necessary steps, outlined below, to ensure compliance with Section 7 of the National Voter Registration Act ("NVRA"), 42 U.S.C. § 1973gg-5, and California Elections Code section 2400 et seq. ("SB 35"). If Covered California meets the agreed upon deadlines for the interim remedial measures and other obligations pursuant to Section 7 of the NVRA and SB 35, as set out below, the League of Women Voters of California, Young Invincibles, Jamie Serb, Marco Rodriguez, Trisha Ton-nu, and Evan Hearnberger ("Voter Parties") agree to withhold from the filing of an action in federal court to enforce compliance with the NVRA. However, in the event of a violation of this Agreement by Covered California, nothing in this Agreement, with the exception of compliance with the requirement for written notice of breach and the cure periods provided in Section VI of the Agreement, shall be construed to prevent the aforementioned parties from bringing a lawsuit pursuant to 42 U.S.C. § 1973gg-9, based on the facts underlying this agreement, the allegations contained in the March 5, 2014 notice letter, or otherwise, or to prevent the parties from pursuing attorneys' fees and costs as permitted by 42 U.S.C. § 1973gg-9 or other applicable law in connection with such a lawsuit, provided that the Voter Parties and counsel do not seek any attorneys fees for time spent negotiating, implementing, or monitoring this Agreement. Neither Covered California nor the Secretary of State admits any liability or violation of the NVRA, SB 35 or any other law by virtue of entering into this Agreement, and in the event a lawsuit concerning these issues is filed, nothing in this Agreement constitutes an admission of law or fact by Covered California or the Secretary of State.

I. FACTS

Covered California was determined to be a mandatory voter registration agency pursuant to 42 U.S.C. § 1973gg-5 ("Section 7 of the NVRA"), and as such was formally designated as a voter registration agency by the California Secretary of State on May 15, 2013. Pursuant to 42 U.S.C. § 1973gg-9(b), on March 5, 2014, the ACLU of California Voting Rights Project, the ACLU Foundation, Dēmos, and Project Vote (collectively referred to hereafter as "plaintiffs' attorneys"), on behalf of the League of Women Voters of California, Young Invincibles, Jamie Serb, Marco Rodriguez, Trisha Ton-nu, Evan Hearnberger, and other persons and organizations similarly situated, officially notified Secretary of State Debra Bowen, in her capacity as the chief election official of the state, of Covered California's failure to provide voter registration services to applicants for health care benefits as required by Section 7 of the NVRA and that failure to cure would result in a lawsuit. The notice letter was sent within 120 days of a federal election, and stated that the statutory period during which Covered California may attempt compliance and avoid litigation is 20 days. Covered California has expressed a desire to ensure that all applicants since October 1, 2013, and moving forward, receive the opportunity to register to vote as required by law, and to ensure that implementation of NVRA and SB 35 responsibilities is achieved before the next open enrollment period begins in the fall of 2014. This Agreement, if followed, will resolve this matter without the need to resort to litigation and will ensure that all consumers who have submitted and will submit applications, renewals, re-certifications, and changes of address through any and all of Covered California's various processes are offered federally and state required voter registration services and assistance.

II. DEFINITIONS

- A. "CalHEERS" means the web-based system that determines eligibility and facilitates plan enrollment for Covered California health plans and Medi-Cal.
- B. "Consumer" means any individual who submits an application, renewal, re-certification or change of address through Covered California or CalHEERS for Covered California health plans or Medi-Cal.
- C. "Covered California" means the government entity established by state legislation in September 2010 to implement the Patient Protection and Affordable Care Act ("ACA"). A.B. 1602, Chapter 655 (Cal. 2010); S.B. 900, Chapter 659 (Cal. 2010). Covered California accepts applications, determines eligibility, and provides a set of health care plans from which individuals not eligible for Medi-Cal may purchase health insurance policies and may receive federal subsidies as applicable.
- D. "Covered transactions" includes all applications, renewals, re-certifications, and changes of address submitted through Covered California, and encompasses both in-person and remote transactions (by mail, by telephone, and online).
- E. "In-person assistance online" means online applications, renewals, re-certifications, and changes of address submitted in-person by or with assistance from Covered California staff, a certified enrollment counselor (hereafter "CEC"), a certified insurance agent, or any other contractor, subcontractor or agent certified to assist in the application process using CalHEERS.
- F. "In-person assistance paper" means paper applications, renewals, re-certifications, and changes of address submitted by or with assistance from Covered California staff, a CEC, a certified insurance agent, or any other contractor, subcontractor or agent certified to assist in the application process.
- G. "Phone assistance online" means online applications, renewals, re-certifications, and changes of address submitted by or with assistance from Covered California staff, a CEC, a certified insurance agent, or any other contractor, subcontractor or agent certified to assist in the application process using CalHEERS.
- H. "Phone assistance paper" means paper applications, renewals, re-certifications, and changes of address submitted by or with phone assistance from a CEC, a certified insurance agent, or any other contractor, subcontractor or agent certified to assist in the application process.
- I. For purposes of this Agreement, "agent certified to assist in the application process" does not include persons who provide assistance only with Plan-Based Enrollments.
- J. "Self-service online" means online applications, renewals, re-certifications, and changes of address submitted directly by the consumer through CalHEERS.
- K. "Self-service paper by mail" means paper applications, renewals, re-certifications, and changes of address submitted by consumers by mail using a printed, paper application.
- L. "Voter preference form" means the form and disclosures required by 42 U.S.C. § 1973gg-5(a)(6)(B).
- M. "Voter preference question" means the following question, required by 42 U.S.C. § 1973gg-5(a)(6)(B)(i): "If you are not registered to vote where you live now, would you like to register to vote here today?"
- N. "Voter registration card" means a trackable California voter registration application form.

III. REMEDIAL MEASURES

A. By no later than March 24, 2014, Covered California will begin a mailing (hereafter referred to as "remedial mailing"), and continue the remedial mailing on a rolling basis until completed by no later than May 5, 2014, to all consumers who submitted applications or a change of address related to health care benefits through Covered California between October 1, 2013, and April 15, 2014. Such consumers include, but are not limited to:

1. all consumers who submitted an application and were deemed eligible for Medi-Cal;
2. all consumers who submitted an application and were deemed ineligible for Medi-Cal but may not yet have enrolled in a federally subsidized or non-subsidized health care plan; and
3. all consumers who submitted an application for and have enrolled in a federally subsidized or non-subsidized health care plan.

B. The remedial mailing will be sent to all consumers who submitted an application or change of address through Covered California, regardless of the application method used, including, but not limited to:

1. self-service online;
2. self-service paper by mail;
3. in-person assistance online;
4. in-person assistance paper;
5. phone assistance online; and
6. phone assistance paper.

C. For consumers submitting applications on behalf of multiple members of a household, one mailing per household will satisfy the terms of this agreement as it pertains to the remedial mailing.

D. The remedial mailing will be dedicated solely to voter registration. It is not the responsibility of Covered California to determine or decide whether an applicant may or may not be eligible to vote. Plaintiffs' attorneys have reviewed and approved an English version of the cover letter that will be included in the initial mailing, which will begin no later than March 24, 2014. Covered California will provide plaintiffs' attorneys with the Spanish version of the cover letter that will be included in the initial mailing, within five (5) days of the date of this agreement. The initial mailing will include the approved cover letter and a trackable California voter registration card. Future remedial mailings will include a cover letter, subject to consultation with the Secretary of State and approval by plaintiffs' attorneys, and a trackable California voter registration card. The cover letter for future remedial mailings will:

1. inform consumers they are receiving the mailing because they were not offered the opportunity to register to vote through a covered transaction, as required by law;
2. include the federally mandated disclosure language required by the NVRA;

3. include information about online voter registration opportunities and other means of requesting additional voter registration cards for members of the household;
4. inform consumers they must be 18 years old and a U.S. citizen to be eligible to vote;
5. include the date of the voter registration deadline for the next federal election;
6. inform consumers that assistance in completing the voter registration card is available from (800)-345-VOTE (8683); and
7. be translated into all languages an applicant may designate a preference for on the Covered California application.

E. Covered California agrees to provide to the Secretary of State and plaintiffs' attorneys, no later than March 20, 2014, the English version of the cover letter to be included in future remedial mailings for review by the Secretary of State and approval by plaintiffs' attorneys by no later than March 21. Covered California agrees to provide to the Secretary of State and plaintiffs' attorneys, no later than April 7, 2014, all translations of the letter to be included in the remedial mailing. Plaintiffs' attorneys will seek review of the translations from language access groups in the state and provide Covered California with any suggested edits to the translations no later than April 21, 2014.

F. To the extent that Covered California knows the preferred language of a consumer through the designation on the application, the letter will be sent to the consumer in that language. The California voter registration card included in the mailing will be in the preferred language of the applicant if it is one of the available languages the state currently provides.

G. Within five (5) days of the date of this Agreement, Covered California must provide to the Secretary of State a reasonable estimate of the number of voter registration cards needed in each language, including English, for the mailings to consumers who submitted or will submit applications or changes of address through April 15, 2014.

H. As is the Secretary of State's practice for all other NVRA agencies, the Secretary of State agrees to provide as soon as possible to Covered California the voter registration cards it needs, in all of the requested languages the Secretary of State regularly prints and stocks, for inclusion in the rolling mailings to be completed by May 5, 2014. The Secretary of State agrees that all the needed voter registration cards will be provided, to the extent possible, in sufficient time for Covered California to complete the remedial mailing by the May 5, 2014 deadline, and that the voter registration cards provided will be tracked as described in Section III(L) below. The Secretary of State will record the serial numbers on all voter registration cards provided to Covered California and will communicate as necessary with county elections officials to ensure proper tracking of such cards.

I. After May 5, 2014, Covered California agrees to communicate to the Secretary of State, on a monthly basis, the number of voter registration cards it has in stock and to provide the Secretary of State with an assessment of the number of voter registration cards it needs to ensure an adequate supply, and in which languages, for inclusion in the Secretary of State's quarterly voter registration card orders.

J. After May 5, 2014, Covered California will continue to send the cover letter described in Section III(D) above and a voter registration card as part of a mailing dedicated solely to voter registration to every

consumer who engages in a covered transaction with Covered California between April 15, 2014, and the date upon which Covered California achieves NVRA compliance as outlined in Section IV below.

K. To ensure proper tracking and monitoring, Covered California agrees to provide the following information to plaintiffs' attorneys and the Secretary of State:

1. by no later than May 9, 2014, a report on the remedial mailing sent pursuant to Sections III (A) through (D), including the dates of the mailing, the number of households to whom the mailing was sent and in what language; and
2. thereafter, on a monthly basis, a report on the ongoing mailing sent pursuant to Section III(J), including the dates of the mailing, the number of households to whom the mailing was sent and in what language.

L. To ensure proper tracking and monitoring, the Secretary of State agrees to provide to Covered California and plaintiffs' attorneys, beginning on June 1, 2014, and continuing on a monthly basis until Covered California achieves NVRA compliance, as outlined in Section IV below, a report of:

1. the number of completed voter registration applications received from consumers;
2. to the extent possible, the number of incomplete voter registration applications received from consumers; and
3. to the extent possible, a breakdown of the number of new versus updated voter registrations received from consumers.

IV. PLAN AND TIMELINE FOR NVRA AND SB 35 IMPLEMENTATION

A. Covered California agrees to incorporate, by no later than the first day of the open enrollment period to commence in Fall 2014, NVRA and SB 35 compliant voter registration services into all processes by which a consumer engages in a covered transaction through Covered California. Such consumers include:

1. all consumers who submit an application and choose to register immediately through the direct link to the SOS page, regardless of the subsequent eligibility determination;
2. all consumers who submit an application and are deemed ineligible for Medi-Cal but may not yet have enrolled in a federally subsidized or non-subsidized health care plan; and
3. all consumers who submit an application for and have enrolled in a federally subsidized or non-subsidized health care plan.

A process by which a consumer may engage in a covered transaction includes, but is not limited to, the following:

1. self-service online;
2. self-service paper by mail;

3. in-person assistance online;
4. in-person assistance paper;
5. phone assistance online; and
6. phone assistance paper.

Covered California agrees that it will vigorously pursue a written agreement that clarifies which entity shall assume responsibility for mailing a voter registration card to Medi-Cal eligible applicants who, through CalHEERS, either do not answer the online voter registration question or request that a voter registration card be mailed to them, and until such an agreement is in place and operative, Covered California agrees to continue mailing voter registration cards to those applicants.

Covered California agrees to mail a voter preference form and voter registration card to consumers who engaged in a covered transaction with a plan-based enroller.

B. For self-service online, Covered California will update CalHEERS to integrate an NVRA compliant online voter preference form and will link consumers who wish to register to vote to the California online voter registration application no later than 30 days before the open enrollment period that commences in Fall 2014. Covered California agrees to provide updated screenshots of the CalHEERS NVRA compliant voter preference form and the landing pages for consumers upon selecting their answers to the voter preference question to plaintiffs' attorneys and the Secretary of State no later than June 2, 2014. In addition, Covered California agrees to provide plaintiffs' attorneys and the Secretary of State the opportunity to arrange for disability access beta testing of the link to online voter registration on a schedule mutually agreed upon with plaintiffs' attorneys as informed by the design and development schedule. Recommendations for changes, if any, will be provided to Covered California no later than two weeks after that beta testing.

The online voter preference form will:

1. appear after a consumer has entered pertinent identifying information but before any eligibility determination is made;
2. appear after a consumer has entered but before the consumer has completed a change of address transaction;
3. include all disclosures required by the NVRA;
4. include the voter preference question and boxes for the consumer to check with the following language:
 - a. "Yes. I would like to register to vote. Clicking yes will open a new window where you can register to vote online."
 - b. "No. I do not want to register to vote."
 - c. "Send me a voter registration card by mail." Covered California may precede this statement with a brief explanation that it is meant for use by a consumer who wants to register to vote but not to do so online at this time.

This language can be modified by Covered California if the modification is first reviewed by the Secretary of State and agreed to by plaintiffs' attorneys.

5. link consumers who wish to register to vote online to the unique URL created by the Secretary of State in order to track the registration;
6. link consumers who wish to register to vote online to the unique URL created by the Secretary of State in a manner accessible to screen readers, visual browsers, and other assistive technology; and
7. have the consumers' responses saved electronically by Covered California for two years after the first federal election that occurs after the time of submission by a consumer.

If Covered California does not receive an answer to the online voter preference question from a consumer, or if a consumer requests that a voter registration card be mailed to him or her, Covered California will mail the consumer a voter registration card, unless the consumer will otherwise be mailed a voter registration card through the counties as described in Section IV(A) above.

The Secretary of State agrees to inform Covered California when the California online voter registration system contains a feature letting the applicant know a voter registration application will be sent to them if they do not have a signature on file with the Department of Motor Vehicles and do not have the ability to print, sign, and mail an application.

Covered California will provide the same level of assistance, as described in Section IV(J), in completing the voter registration application form as it does for completing the health benefits form at issue during the transaction, unless such assistance is declined.

C. For self-service paper by mail, Covered California will ensure that:

1. the paper version of the Covered California application and change of address form includes a voter preference form, and to the extent Covered California prints and mails applications, it will include voter registration cards;
2. all consumers who submit a voter preference form and indicate they wish to register vote, leave the form blank or fail to return the voter preference form will be mailed a trackable voter registration card unless a voter registration card was included in the original application; and
3. the same level of assistance as described in Section IV(J) will be provided in completing the voter registration application form as is provided for completing the health benefits form at issue during the transaction, unless such assistance is declined.

Covered California will provide to plaintiffs' attorneys and the Secretary of State copies of the hard copy version of the NVRA compliant voter preference form for consultation with the Secretary of State and approval by plaintiffs' attorneys no later than June 2, 2014. The Secretary of State and plaintiffs' attorneys shall provide recommendations, if any, to Covered California, no later than June 13, 2014.

D. For in-person assistance, Covered California will ensure that consumers are provided voter registration services during in-person, covered transactions with Covered California staff, CECs, certified

insurance agents, or any other contractor, subcontractor, or agent certified to assist in the application process. For in-person assistance utilizing paper applications, Covered California will update its paper application to include a voter preference form and a trackable voter registration card, and will ensure the voter preference form and the voter registration card are available in the languages the Secretary of State regularly prints and stocks. Subject to consultation with the Secretary of State and approval by plaintiffs' attorneys, Covered California will develop written procedures and annual trainings as described in Section IV(J) below for those persons providing in-person assistance, and will ensure all new and existing CECs, certified insurance agents, or any other contractor, subcontractor, employee or agent certified to provide in-person assistance who is engaged currently or will be engaged for the open enrollment period that will commence in Fall 2014, receives voter registration training no later than the start of that open enrollment period, to ensure that:

1. consumers engaging in covered transactions online are given the opportunity to register to vote online pursuant to the procedures specified for self-service online transactions;
2. consumers who wish to register to vote in private and cannot do so online will be given a paper voter preference form and a paper voter registration card; and
3. consumers are provided the same level of assistance as described in Section IV(J) in completing the voter registration application form as they are in completing the health benefits form at issue during the transaction, unless such assistance is declined.

The Secretary of State agrees to provide Covered California the voter registration cards it needs, in all of the requested languages the Secretary of State regularly prints and stocks, for inclusion in Covered California paper applications.

E. For phone assistance, Covered California will ensure that all consumers engaging in a covered transaction by phone are offered the same level of assistance, as described in Section IV(J), with voter registration as they are in completing the health benefits form at issue during the transaction, unless such assistance is declined. For consumers applying by phone, including but not limited to, those whose applications are submitted online by Covered California staff, CECs, certified insurance agents, or any other contractor, subcontractor, or agent certified to assist in the application process, Covered California will mail the consumer a voter preference form and voter registration card. Covered California will ensure that all call service center staff who will be assisting consumers with the application process are trained, as outlined in Section IV(J) below, to assist consumers with voter registration no later than the first day of the open enrollment period that will commence in Fall, 2014.

F. Any time Covered California's obligation to mail a consumer a voter registration card is triggered, Covered California will include a cover letter that will:

1. inform consumers they are receiving the mailing because they either requested, during a covered transaction, that a voter registration card be mailed to them or they declined to answer the voter registration question;
2. include information about online voter registration opportunities and other means of requesting additional voter registration cards for members of the household;

3. inform consumers they must be 18 years old and a U.S. citizen to be eligible to vote and clearly explain that if they are not a citizen they should not register to vote;
4. inform consumers that receipt of the mailing does not mean a person is not registered to vote;
5. inform consumers that assistance in completing the voter registration card is available from (800) 345-VOTE (8683) and
6. be translated into all languages an applicant may indicate a preference for on the Covered California application form.

G. If any completed voter registration cards are returned to Covered California, CECs for the In Person Assistance Program and Navigator Program, certified insurance agents, and any other contractor, subcontractor, employee or agent certified to assist in Covered California's covered transaction processes, Covered California will ensure the voter registration card is transmitted to the appropriate election official no later than ten (10) days after the date of acceptance or, if accepted within five (5) days before the last day to register to vote in a federal election, the voter registration card will be transmitted to the election official no later than five (5) days after the date of acceptance.

H. For the purposes of tracking and monitoring compliance with this Agreement, Covered California agrees to provide the following information to the Secretary of State and plaintiffs' attorneys, in an Excel spreadsheet and on a monthly basis for the term of this agreement:

1. the number of online covered transactions by transaction type (i.e., application, renewal or change of address);
2. the number of telephone covered transactions by transaction type;
3. the number of in-person covered transactions by transaction type;
4. the number of consumers who respond "Yes" to the voter preference question;
5. the number of consumers who respond "No" to the voter preference question;
6. the number of consumers who fail to respond to the voter preference question; and
7. the number of voter registration cards requested and mailed to consumers by process type as outlined in Section III(B).

In addition, Covered California will incorporate an evaluation of the effectiveness of NVRA and SB 35 trainings and voter registration assistance and services into any review it establishes for evaluating the effectiveness of those persons who provide assistance to applicants including Covered California staff, a CEC, a certified insurance agent, or any other contractor, subcontractor or agent certified to assist in the application process.

I. For the purposes of tracking and monitoring compliance with this Agreement, the Secretary of State agrees to provide the following information to Covered California and plaintiffs' attorneys, in an Excel spreadsheet and on a monthly basis for the term of this agreement:

1. the number of completed voter registration applications received from consumers or from Covered California;

2. to the extent possible, a breakdown of the number of incomplete voter registrations received from consumers; and
3. to the extent possible, a breakdown of the number of new versus updated voter registrations received from consumers.

J. To ensure proper NVRA and SB 35 training programs are implemented, Covered California, in consultation with the Secretary of State and approval by plaintiffs' attorneys, will develop a training for CECs for the In Person Assistance Program and Navigator Program, certified insurance agents, and any other contractor, subcontractor, employee or agent certified to assist in Covered California's covered transaction processes, that includes the following:

1. the requirements and applicability of Section 7 of the NVRA and SB 35;
2. the requirements of Section 203 of the Voting Rights Act;
3. how to assist a consumer with completion of the voter registration card or the online voter registration application form;
4. how to check submitted voter registration cards for completeness and a signature; and
5. how to timely submit completed voter registration cards to the proper elections official.

Covered California agrees to ensure that CECs for the In Person Assistance Program and Navigator Program, certified insurance agents, and any other contractor, subcontractor, employee or agent certified to assist in Covered California's covered transaction processes are trained annually pursuant to the requirements of SB 35, and that such training take place no later than the first day of open enrollment of each enrollment cycle, and that any new CECs for the In Person Assistance Program and Navigator Program, certified insurance agents, and any other contractor, subcontractor, employee or agent certified to assist in Covered California's covered transaction are trained within 30 days of being hired or accepting a contract.

K. To ensure that proper steps toward NVRA compliance are being taken in a timely manner, Covered California agrees to the following:

1. appointment of a permanent NVRA coordinator at Covered California to oversee and monitor implementation, including but not limited to the terms of this Agreement;
2. participation in weekly work calls with plaintiffs' attorneys, in which the Secretary of State is free to join, to discuss the flow and timeline for implementation for each process listed above, and the planning and implementation of the NVRA and SB 35 trainings, such weekly calls to cease in January, 2015 or at such earlier date as is agreed to by Covered California and plaintiffs' attorneys; and
3. proposed regulations to be presented to the Covered California Board for approval no later than 30 days before the open enrollment period that commences in Fall 2014 that set forth the voter registration training protocol for CECs for the In Person Assistance Program and Navigator Program, certified insurance agents, and any other contractor, subcontractor, employee or agent certified to assist in Covered California's covered transaction processes. Covered California will provide the Secretary of State and plaintiffs' attorneys with a draft of

the regulations no later than May 30, 2014. Recommendations for changes, if any, will be provided to Covered California by June 13, 2014.

V. OTHER REPORTING

On the first day of each month and until Covered California is compliant with the NVRA and SB 35 in accordance with section IV above, Covered California will provide a written report to the Secretary of State and to plaintiffs' attorneys on its progress towards implementing this agreement. The report shall include, but not be limited to:

1. a report, as described in Section III(K) above, on the remedial mailing;
2. drafts of any proposed regulations or training materials or modules; and
3. questions about or obstacles to implementation of the terms of this Agreement.

VI. TERM AND ENFORCEMENT

This Agreement shall become effective on the date of execution and shall remain in effect until March 31, 2017. If plaintiffs' attorneys conclude that Covered California is in breach of this Agreement, plaintiffs' attorneys shall notify Covered California in writing of the asserted breach, with a copy to the Secretary of State. Any notice of breach shall identify with specificity the nature of the asserted breach of the Agreement. If by the end of thirty days Covered California fails to respond to the notice and take action to cure the asserted breach, plaintiffs may file an action both under the NVRA and to enforce this Agreement. If the breach is not cured within 45 days of the notice of breach notwithstanding the action taken, plaintiffs may file an action both under the NVRA and to enforce this Agreement.

VII. BINDING EFFECT

The persons signing this Agreement represent they have the authority to enter into this Agreement on behalf of themselves, their respective organizations, or their respective government entities and that this Agreement shall be binding upon the parties hereto.



Peter Lee
Executive Director
Covered California

3/21/14

Date

The Honorable Debra Bowen
California Secretary of State

Date

Melissa Breach
Executive Director
League of Women Voters of California

Date

Aaron Smith
Executive Director
Young Invincibles

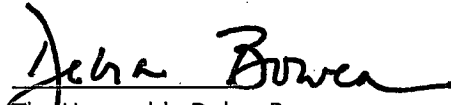
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League of Women Voters of California

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California Secretary of State

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Melissa Breach
Executive Director
League of Women Voters of California

3/20/2014

Date

Aaron Smith
Executive Director
Young Invincibles

Date

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Aaron Smith
Executive Director
Young Invincibles

3/20/14
Date



Evan Hearnberger

3/20/14

Date

Marco Rodriguez

Date

Jamie Serb

Date

Trisha Ton-nu

Date

Evan Hearnberger



Date

Marco Rodriguez

3/21/2014
Date

Jamie Serb

Date

Trisha Ton-nu

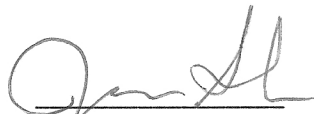
Date

Evan Hearnberger

Date

Marco Rodriguez

Date



Jamie Serb

3-20-14

Date

Trisha Ton-nu

Date

Evan Hearnberger

Date

Marco Rodriguez

Date

Jamie Serb

Date



Trisha Ton-nu

3/20/14
Date