

ATTENTION:

The Boeing Company Master Welfare Plan Participants and Beneficiaries:

A SETTLEMENT AGREEMENT MAY AFFECT YOUR RIGHTS.

A court authorized this notice. This is not a solicitation from a lawyer.

- Individuals with an autism spectrum disorder (“Autism”) sued The Boeing Company Master Welfare Plan (the “Plan”) and The Boeing Company Employee Benefit Plans Committee (collectively, “Defendants”) in a putative class action lawsuit: *C.S., et al. v. The Boeing Company Master Welfare Plan, et al.* The individuals (called “Named Plaintiffs”) seek coverage for Applied Behavioral Analysis (“ABA”) to treat Autism under the Plan.
- Named Plaintiffs and Defendants have reached a settlement agreement in which Defendants will (1) provide coverage to eligible Washington State residents for medically-necessary ABA to treat Autism that meets certain requirements starting January 1, 2015; and (2) pay \$900,000 to reimburse Class Members for qualifying, medically-necessary ABA to treat Autism provided from October 3, 2009 through December 31, 2014 and for court-approved attorneys’ fees and Incentive Awards, costs, and other expenses (the “Agreement”). You may have the right to file a claim for unpaid or unreimbursed ABA. A claim form with instructions is enclosed.
- The District Court for the Western District of Washington has granted preliminary approval of the Agreement. This notice has been ordered to be provided to all potential Class Members.

Your Legal Rights In This Lawsuit	
You may comment on the proposed Agreement.	You have the right to comment on, object to or support the proposed Agreement. The Court will decide whether to approve or reject the proposed Agreement after a Final Hearing currently scheduled for November 9, 2015, at 9:00 a.m. at 700 Stewart Street, 13 th Floor, Courtroom B, Seattle, WA 98101. You may submit written comments or objections that you wish to be considered by the Court no later than October 19, 2015. You should not call the Court.
You may make a claim.	You may submit a claim if you were a participant or beneficiary (other than a retiree or his or her beneficiary) in a self-funded health care coverage option under the Plan, incurred costs that were unpaid or unreimbursed for ABA to treat Autism at any time between October 3, 2009 and December 31, 2014 of the Agreement, and were a Washington State resident at the time of treatment. Claims must be submitted by October 12, 2015. A claim form is included with this notice.
You may do nothing.	You do not need to take any action to receive coverage for qualifying, medically-necessary ABA under the self-funded health care coverage options under the Plan as described in the Agreement beginning on January 1, 2015. If the settlement is approved, any claims you have against Defendants or The Boeing Company regarding insurance coverage for ABA will be released.
You may not ask to be excluded.	You cannot exclude yourself from the lawsuit. The Court has certified the class for settlement purposes under Federal Rule of Civil Procedure 23(b)(1) (“Rule 23(b)(1)”). A class member may not opt out of a Rule 23(b)(1) class, meaning that you may not file a separate lawsuit for any of the claims released under the Agreement.

FREQUENTLY ASKED QUESTIONS

1. Why did I get this notice?

You are receiving this notice because you (or a member of your family) are or were a participant or beneficiary in a self-funded health care coverage option under the Plan and made a claim for any type of treatment for Autism provided when you (or a member of your family) were a Washington State resident sometime since October 3, 2009. **You are not a class member simply because you got this notice.**

Only individuals who have received or require medically-necessary ABA to treat Autism can be “Class Members.” A complete definition of the class appears at www.sylaw.com/BoeingSettlement.

If you did NOT receive ABA to treat Autism and/or do not expect to need ABA to treat Autism, then you are NOT in the Class and you may disregard this notice.

2. What is a Class Action, and who is involved?

In a Class Action lawsuit, individuals or entities (collectively “Class Representatives” or “Named Plaintiffs”) sue individuals or entities (collectively “Defendant[s]”) on behalf of themselves and others (“Class” or “Class Members”) who may have a similar claim. In a Class Action lawsuit, one Court makes decisions on behalf of everyone in the Class. In this lawsuit, the Named Plaintiffs are children or dependants whose interests are represented by their parents or guardians.

You and the other people receiving this notice may be Class Members.

3. What is this lawsuit about?

In the lawsuit, the Named Plaintiffs claim that Defendants illegally excluded coverage of medically necessary ABA to treat Autism. They allege that these exclusions violated the Plan and the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (“Federal Mental Health Parity Act”). Defendants denied all claims, and denied that they violated the Plan terms or the Federal Mental Health Parity Act.

4. What does the proposed Settlement Agreement provide?

The main points of the Agreement are described below. You are encouraged to review the entire proposed Agreement, which is available at www.sylaw.com/BoeingSettlement. To be effective, the Court must approve the Agreement.

♦ Coverage of ABA

Defendants will cover claims made by Washington State residents who are participants or beneficiaries in a self-funded health care coverage option under the Plan (other than retirees or their beneficiaries) for ABA that is medically necessary to treat Autism in accordance with the

Coverage Criteria in *Appendix A* to the Agreement (also located at www.sylaw.com/BoeingSettlement) and *Appendix B* to the Agreement (ValueOptions' Policy 3.705) located at www.sylaw.com/BoeingSettlement. This coverage began as of January 1, 2015. All requests for ABA must also meet other standard requirements.

◆ **\$900,000 Qualified Settlement Fund**

The Agreement provides for a \$900,000 Qualified Settlement Fund to pay for qualifying unpaid or unreimbursed ABA to treat Autism provided between October 3, 2009 and December 31, 2014, attorneys' fees and costs to Class Counsel, arbitration costs, taxes, claims administration costs above \$150,000, and Incentive Awards to the Named Plaintiffs. Claims administration costs up to \$150,000 will be the responsibility of Defendants.

◆ **Claims Process for Unpaid or Unreimbursed ABA to Treat Autism**

A Class Member (through his or her parents and/or legal guardian if under 18) will be eligible for payment from the Qualified Settlement Fund upon submission of a claim form (which is provided, with instructions, as part of this class notice) that contains the following six items:

1. the member's DSM diagnosis, who made the diagnosis, and the date of diagnosis;
2. the date(s) of ABA (month/year);
3. the names of provider(s) of the ABA as well as addresses and phone numbers, if available;
4. the unreimbursed or unpaid charges or debt incurred with that treatment;
5. verification that the ABA was medically necessary; and
6. verification that the claimant was a Washington State resident at the time the ABA was provided.

Agreement § 8.5.3.1. To be entitled to reimbursement, the charges must be documented with some evidence of payment(s) or obligation, such as (but not limited to) cancelled checks, credit card account statements, checking account statements, provider ledgers or signed letters from the provider or the provider's employer documenting the amount paid or debt incurred (so long as the letter clearly connects payments/debt with ABA service dates by at least the month/year). Agreement § 8.5.3.2. A Class Member is entitled to reimbursement even if no claim was made to and/or denied under the Plan.

A Claims Processor will review the claims to confirm that the requisite items are on the claim form. Agreement § 8.5.4. The Claims Processor must provide a Class Member with a deficient claim form an opportunity to cure any problems with the claim, and Class Counsel is empowered to assist the Class Member in making any claim. Agreement §§ 8.5.4.1 and 8.5.4.2.

◆ **Attorneys' Fees, Litigation Costs and the Costs of Claims Administration**

Under the proposed Agreement, Class Counsel may apply for attorneys' fees under the common fund doctrine/common benefit doctrine in an amount totaling a maximum of 25% of the Settlement Amount (\$225,000), to be paid out of the Qualified Settlement Fund. Agreement § 12.1. Class Counsel will lower their fee request in the event Class Members do not receive at least 85% of their approved claims, as explained below. In addition, litigation costs (sums Class Counsel paid out-of-pocket on behalf of the Class), arbitration costs, costs for claims administration exceeding \$150,000, and any taxes due will be requested to be paid from the Qualified Settlement Fund. Agreement § 8.4. Class Counsel will seek approximately \$12,000 in

litigation costs from the Qualified Settlement Fund. Class Counsel's requests for attorneys' fees and litigation costs are subject to review, and must be approved by the Court.

You are permitted to review, object to, support or comment on Class Counsel's request for attorneys' fees and costs. On or before September 22, 2015, Class Counsel will post its fee and cost application on www.sylaw.com/BoeingSettlement. Alternatively, you may write or email Class Counsel and request that a copy of the application be sent to you.

◆ **Incentive Awards**

Incentive awards of up to \$10,000 for each Named Plaintiff family (a total of \$20,000 for the two Named Plaintiff families) may be requested from the Settlement Amount. Agreement § 12.3. The Court must approve the incentive awards. *Id.*

You are permitted to review, object to, support or comment on any request for incentive awards. On or before September 22, 2015, Class Counsel will post any application for incentive awards on www.sylaw.com/BoeingSettlement. Alternatively, you may write or email Class Counsel and request that a copy of the application be emailed or mailed to you.

◆ **Insufficient Funds or Excess Funds**

Class Counsel expects, but does not guarantee, that the \$900,000 will be sufficient to pay all Class Member claims at 100%, even after payment of attorneys' fees, litigation costs, incentive awards, arbitration costs, taxes, and administration costs over \$150,000. However, if insufficient funds remain to pay all Class Members who filed valid claims at 100% after the payment of attorneys' fees, litigation costs, incentive awards, arbitration costs, taxes, and administration costs over \$150,000, then all Class Members will receive a *pro rata* (percentage) distribution of their approved claimed amount. Agreement § 8.5.8. Class Counsel has agreed that if less than 85% of the full, approved amount of a claim can be paid from the Qualified Settlement Fund, that they will reduce, and potentially waive, their request for attorneys' fees. *Id.* § 12.1.

As claims are received and processed, Class Counsel will periodically post projections on www.sylaw.com/BoeingSettlement with respect to whether sufficient funds will exist to pay all valid claims at 100%, or whether a reduction is likely (and the anticipated amount of such reduction).

If funds remain after the payment of claims, attorneys' fees, costs, arbitration costs, incentive awards, taxes, and costs of administration beyond \$150,000, then those funds shall be returned to The Boeing Company. *Id.* § 8.5.7.

◆ **ABA Claims Release**

Class Members will release Defendants and The Boeing Company from any and all claims related to ABA that were or could have been brought in the lawsuit. Agreement §§ 1.7, 1.19. This means that if you have any actual or potential claims arising out of Defendants' alleged failure to pay for ABA, those claims will be resolved as part of the Agreement, and your right to payment for any damages related to ABA coverage will be governed exclusively by the Agreement.

5. How do I get Applied Behavioral Analysis Therapy covered?

Appendices A and B to the Agreement describes how ABA will be covered. If you have questions, you can call ValueOptions' Customer Service at 1-866-477-8208. You may also visit ValueOptions' website at www.valueoptions.com for more information.

6. When will the Qualified Settlement Fund be available?

The Court must finally approve the Agreement and, if any Class Member appeals, a final adjudication of any appeal(s) must be made before these funds are available.

If you have questions, you may refer to www.sylaw.com/BoeingSettlement or call the legal representatives for the Settlement Class, Eleanor Hamburger or Richard Spoonemore, at 206-838-3210.

7. How can I respond to the proposed Settlement Agreement?

♦ You May Comment on, Object to, or Support the Proposed Agreement.

The Court will hold a hearing on the proposed Agreement to consider comments and approve or reject the Agreement.

- The Court currently has scheduled a hearing for November 9, 2015 at 9 a.m. The hearing will be located at the United States Courthouse, 700 Stewart Street, 13th Floor, Courtroom B, Seattle, WA 98101. The hearing date, time, and location can change without further notice. Please contact Class Counsel if you want to confirm the date and time of the hearing as that date approaches.

You are not required to attend the hearing, and you are not required to be present to submit comments for consideration. All comments on the Agreement, however, must be submitted in advance to the address listed below.

You may attend the hearing, and may choose to bring a legal representative if you wish and at your own expense. You must tell the Court you plan to come to the hearing to object to, comment on, or formally support the Agreement by October 19, 2015.

♦ Addresses to Comment on, Object to, or Support the Proposed Agreement

If you choose to submit written comments or appear at the Court hearing, your letter must be received no later than October 19, 2015, and must be mailed to:

The Boeing Company Master Welfare Plan Settlement Claims Processor
PO Box 2926
Seattle, WA 98111

All communications with the Court must be in writing, and Class Members should not attempt to call the Court.

8. What happens if I do nothing at all?

You are not required to do anything related to this lawsuit. You may still be eligible for ABA coverage as described in the response to Question #4 in this FAQ.

Regardless of whether you submit a claim, if the Court approves the settlement, any claims you have against Defendants or The Boeing Company regarding ABA that could have been brought in this lawsuit will be released.

9. Where can I get more information?

For information about your rights related to the lawsuit, you may refer to the information at www.sylaw.com/BoeingSettlement, or call or write Class Counsel:

Eleanor Hamburger or Richard Spoonemore
SIRIANNI YOUTZ SPOONEMORE HAMBURGER
999 Third Avenue, Suite 3650
Seattle, WA 98104
Tel. (206) 838-3210
Email: ehamburger@sylaw.com or rspoonemore@sylaw.com

You may request from Class Counsel copies of any of the documents in this matter, including the motion for preliminary approval of the Agreement, which details the settlement and explains in more detail the reasons why approval is being requested.

For information about the ABA benefit described in the response to Question #4 in this FAQ, you may call ValueOptions' Customer Service at 1-866-477-8208, or visit the ValueOptions' website at www.valueoptions.com.

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