

**EXHIBIT “A”  
TO SETTLEMENT AGREEMENT**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

Society of Professional Engineering Employees	)	
in Aerospace, IFPTE Local 2001, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	Civil Action Nos.
	)	05-CV-1251-MLB-KMH
vs.	)	and
	)	07-CV-1043-MLB-KMH
The Boeing Company, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**THIS IS AN OFFICIAL NOTICE SENT UNDER COURT ORDER FROM THE  
HONORABLE MONTI L. BELOT TO:**

IAM-, SPEEA-, and IBEW-represented Boeing workers in Wichita who were participants in The Boeing Company Employee Retirement Plan (“Boeing Pension Plan”) as of June 16, 2005, who had at least ten years of vesting service on that date, who were at least 49 years old but not yet 55 on that date, who went to work at Spirit or its predecessor, Mid-Western Aircraft Systems, on or around June 17, 2005, and who lived to at least age 55.

This Notice is given pursuant to an Order of the United States District Court for the District of Kansas (the “Court”). The purpose of this Notice is to advise you:

- (a) This lawsuit has been certified as a class action by the Court as to liability and has been conditionally certified by the Court, solely for the purposes of the Settlement Agreement, as a class action as to damages.
- (b) The Settlement Agreement is available on the Settlement Website at [www.WichitaRetirementClassSettlement.info](http://www.WichitaRetirementClassSettlement.info).
- (c) The Settling Plaintiffs and Boeing (as defined in Paragraphs 1.2, and 1.26 of the Settlement Agreement) have entered into a Settlement Agreement that will become effective only after a Court Order approving the Settlement becomes Final and Unappealable. The Settlement Agreement provides that Boeing shall pay the Settling Plaintiffs the total sum of \$90,000,000 (the “Common Fund Settlement Proceeds” as defined in Paragraph 1.7 of the Settlement Agreement) as soon as practicable (but not

later than 21 days) after the Court enters the final order approving class action settlement and such order becomes final and unappealable (as described in paragraph 3.2 of the Settlement Agreement). The Common Fund Settlement Proceeds amount is a gross amount before deduction of court approved fees and expenses.

- (c) The Court will conduct a hearing to determine whether to finally approve the Settlement (the “Settlement Fairness Hearing” as defined in Paragraph 1.25 of the Settlement Agreement). The Settlement Fairness Hearing will be held on \_\_\_\_\_, 2015 beginning at \_\_\_\_ a.m./p.m., in the United States District Court for the District of Kansas at 401 N. Market, Wichita, Kansas 67202.
- (d) *Pension Payment.* An Addendum is enclosed with this notice package. This Addendum includes the information on which your payment for lost pension benefits will be based as well as a preliminary calculation of the payment. If you agree with the information set forth in the Addendum, you do not need to take any action in order to receive your share of the settlement fund. If you disagree with any information set forth in the Addendum, please see the enclosed Pension Information Dispute Form for instructions on how to correct or submit additional information. The deadline for submitting this form is [insert date: 45 days after Notice is sent].
- (e) *Health Care Payment.* A Healthcare Claim Form is enclosed with this notice package. This Claim Form contains instructions for submitting claims for reimbursement of medical claims. Claims may be submitted online or by mail. Submitting a Claim Form is the only way to get reimbursed for medical expenses under the settlement. The deadline for submitting the Claim Form is [insert date: 30 days after Fairness Hearing].
- (f) The Claims Administrator is Gilardi and Co. LLC. Please address all written correspondence to regarding potential claims for payments from the settlement fund to: Wichita Retirement Class Settlement Fund, c/o Gilardi & Co. LLC, Claims Administrator P.O. Box 8040, San Rafael, CA 94912-8040. They can be reached by phone at: (415) 461-0410; fax: (415) 461-0412. Additional information is available on the Settlement Website, at [www.WichitaRetirementClassSettlement.info](http://www.WichitaRetirementClassSettlement.info).
- (e) As a potential Class Member, you have the right to object to the Settlement Agreement. The deadline for objecting is [insert date: 15 days before Fairness Hearing]\_\_\_\_\_, 2015.

**IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT.**

**I. SUMMARY OF THE LITIGATION**

In this Litigation, the Harkness Class Representatives have asserted various claims and causes of action on behalf of themselves and similarly situated former Boeing workers in Wichita (the Harkness Class). Union Plaintiffs also have asserted in the Litigation non-class claims on behalf of the bargaining unit members they represent who also are members of the Harkness Class. The claims in the Litigation include, but are not limited to, claims for benefits under collective bargaining agreements and Boeing benefits plans, including for pension and retiree medical benefits. The Released Claims (as defined in Paragraph 1.23 of the Settlement Agreement) include all claims that were or could have been asserted, made, or raised by the Settling Plaintiffs in connection with this Litigation, as described in further detail in the Settlement Agreement. Boeing continues to deny all of the allegations of liability and damages and asserts various defenses to the Settling Plaintiffs' claims. If the Settlement Agreement is approved, the claims by the Settling Plaintiffs in this Litigation will be dismissed with prejudice.

By giving this Notice, the Court does not express any opinion regarding the merits of either the Settling Plaintiffs' claims or Boeing's defenses. Nothing contained in this Notice should be construed as suggesting the Court's view as to which side might prevail if this matter proceeds to trial on the merits.

**II. CLASS CERTIFICATION**

The Court entered an Order granting the Harkness Class Representatives' Motion for Certification of Harkness Class for Purposes of Liability, certifying this Class Action. The Court also entered an Order conditionally certifying, solely for the purposes of the Settlement Agreement, the Harkness Class as a class action as to damages. The Court defined the Harkness Class as described above, designated the named plaintiffs as the Harkness Class Representatives of the Harkness Class, and appointed as Class Counsel:

Arlus J. Stephens  
Rebecca G. Watson  
MURPHY ANDERSON PLLC  
1701 K Street NW, Suite 210  
Washington, DC 20006

— *and* —

William T. Payne  
Joel R. Hurt  
FEINSTEIN DOYLE PAYNE &  
KRAVEC, LLC  
The Allegheny Building, 17th Floor  
429 Forbes Avenue  
Pittsburgh, PA 15219

— *and* —

Tom E. Hammond  
HAMMOND, ZONGKER &  
FARRIS LLC  
727 N. Waco Street, Suite 200  
P.O. Box 47370  
Wichita, KS 67201

### **III. THE PROPOSED CLASS SETTLEMENT**

After a thorough analysis of all claims and defenses, and after extensive negotiations and expert analysis, the Settling Plaintiffs and Boeing have agreed to settle the Released Claims, subject only to final approval by the Court. The Court has preliminarily approved the Settlement Agreement for the purpose of giving this Notice and setting a Settlement Fairness Hearing.

The basic terms of the Settlement Agreement between the Settling Plaintiffs and Boeing that the Court is being asked to approve are as follows:

1. Boeing will pay the Common Fund Settlement Proceeds of \$90,000,000 to the Settling Plaintiffs as a full, complete, and final settlement of all Released Claims as to all Released Parties, as those terms are more specifically defined in Paragraphs 1.2, 1.7, 1.24 and 1.26 of the Settlement Agreement. Boeing will not be liable to the Settling Plaintiffs for any other costs, expenses, or fees.
2. Boeing and the Settling Plaintiffs agree that the Common Fund Settlement Proceeds will be for the benefit of the Harkness Class, subject only to the claims of Class Counsel for Class Counsel's Fees and Expenses (limited to \$4,200,000 as discussed in Section IV below) and to Administration Fees and Expenses (projected to be approximately \$147,500). Class Counsel have filed with the Court an application for payment of fees and expenses. A copy of that application is available for review on the Settlement Website.
3. If the Settlement Agreement is approved by the Court, the Settling Plaintiffs will be deemed to have released Boeing and the Released Parties for any claims regarding the administration, determination, calculation, payment, investment, or distribution of the Common Fund Settlement Proceeds.

4. The Court will be asked to enter a Plan of Allocation and Distribution Order (as defined in Paragraph 1.19 of the Settlement Agreement) which will govern the ultimate allocation and distribution of the Common Fund Settlement Proceeds to the Settling Plaintiffs.
5. Boeing repeatedly has asserted and continues to assert many defenses to the Settling Plaintiffs' claims and contentions. Boeing expressly asserts its defenses have merit and that it has no liability to the Settling Plaintiffs.

**IV. LITIGATION COSTS AND DISTRIBUTION OF NET COMMON FUND AMOUNT TO CLASS MEMBERS**

If the Court approves the Settlement Agreement, it will enter a Plan of Allocation and Distribution Order that will govern the distribution of the Common Fund Settlement Proceeds. A copy of the proposed Plan of Allocation and Distribution Order is available on the Settlement Website or by contacting Class Counsel. As stated in the Settlement Agreement, Boeing and the Released Parties have no responsibility or liability for developing the Plan of Allocation and Distribution order or for determining class membership or any person's or entity's eligibility for or the amount of any payment from the Common Fund Settlement Proceeds.

As further explained in the proposed Plan of Allocation and Distribution Order, if the Court approves the Settlement Agreement:

1. Class Counsel will be paid \$4,200,000 for Class Counsel's Fees and Expenses out of the Common Fund Settlement Proceeds as attorneys' fees and to reimburse Class Counsel for all expert and consulting fees and litigation expenses paid by Class Counsel to prosecute the Litigation.
2. Administration Fees and Expenses for the administration of the Wichita Retirement Class Settlement Fund will be paid or reimbursed out of the Common Fund Settlement Proceeds.
3. Eighty percent of the Net Common Fund Amount (as defined in Paragraph 1.16 of the Settlement Agreement) will be allocated proportionately among Class Members as compensation for their claims for pension benefits based on the ratio of each Class Member's individual alleged pension loss versus the sum of the alleged pension losses for all Class Members. The Claims Administrator will calculate each individual Class Member's alleged pension loss based on the number of months each Class Member claims to have been eligible for, but did not receive, pension benefits from Boeing, and years of service. The enclosed Information Addendum provided by the Claims Administrator estimates the amount you may be entitled to receive for your alleged pension loss.
4. Twenty percent of the Net Common Fund Amount will be allocated to reimburse Class Members for certain out-of-pocket medical expenses incurred after the

Class Member turned 55 and separated employment from Spirit AeroSystems, Inc., but on or before December 31, 2014. Additional criteria for the reimbursement of medical expenses is set forth in the Plan of Allocation and Distribution Order, and include the following: (a) Class Members must submit a Healthcare Claim Form to the Claims Administrator and provide documentation to substantiate the claim; (b) costs must have been incurred by a Class Member or qualified dependent for medical care, excluding dental, orthodontia, vision care, or for services not covered under the Boeing Retiree Health Insurance Plan; and (c) costs already paid or reimbursed by a third party cannot be reimbursed from the Wichita Retirement Class Fund. Medical reimbursements are capped at \$40,000 per class member and will be paid in the order in which the claims are received by the Claims Administrator until the funds allocated for medical reimbursement are exhausted. Any remaining funds will be distributed generally to the Class.

**V. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?**

**A. You Can Participate in the Proposed Class Settlement by Doing Nothing.**

By taking no action (other than, if applicable to you, submitting a Healthcare Claim Form to the Claims Administrator, as set forth in the Plan of Allocation and Distribution Order), you will participate in the Settlement Agreement and your interests will be represented by the Harkness Class Representatives and Class Counsel. If you meet the eligibility criteria of a Class Member, you will be bound by and benefit from the Settlement Agreement, if finally approved by the Court. The Harkness Class Representatives and Class Counsel believe that the Settlement is in the best interest of the Harkness Class, and, therefore, they intend to support the proposed Settlement Agreement at the Settlement Fairness Hearing.

**B. You May Object to the Proposed Settlement.**

You have the right to object to the proposed Settlement Agreement and any of its terms. To object to the Settlement Agreement, you must file a written statement with the Clerk of the United States District Court for the District of Kansas on or before [insert date 15 days before fairness hearing] \_\_\_\_\_, 2015. The written statement must contain:

- (a) A heading referring to Case Nos. 05-CV-1251 and 07-CV-1043 in the United States District Court for the District of Kansas
- (b) A statement that the objector will appear at the Settlement Fairness Hearing in person, or, if unable to attend, a statement explaining why the objector is not able to attend and a request for the Court to excuse the objector's appearance, for good cause;
- (c) A detailed statement of the specific legal and factual basis for each and every objection, including a list of any legal authorities and submission of any evidence the objector wants the Court to consider;

- (d) The objector's current address and current telephone number;
- (e) The objector's signature acknowledged by a Notary Public; and
- (f) A detailed statement establishing the objector's status as a Class Member, including the objector's date of birth, years of vesting service in The Boeing Company Employee Retirement Plan ("Boeing Pension Plan"), date of termination of employment from The Boeing Company, and date of hire with Spirit.

Any Class Member who fails to timely file such written statement with the required information will not be permitted to present any objections at the Settlement Fairness Hearing, unless the Court determines that, in the interests of justice, it should waive the written-objection requirement for such a Class Member who appears at the Settlement Fairness Hearing.

**C. You May Retain Your Own Attorney to Represent you at the Settlement Fairness Hearing.**

Subject to the conditions set forth in Section C, above, you have the right to retain your own attorney to represent you at the Settlement Fairness Hearing. If you retain separate counsel, you will be responsible for his or her fees and expenses out of your own pocket. If you retain separate counsel, he or she must enter a notice of appearance at least three (3) days before the Settlement Fairness Hearing.

**VI. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL**

If the Court does not approve the Settlement Agreement by entering the Judgment (as defined in Paragraph 1.13 of the Settlement Agreement), or if the Court enters Judgment but someone appeals that Judgment and the appellate court reverses the Judgment, then the Settlement Agreement will become null and void and the Litigation will proceed as if the Settlement Agreement was never entered into.

**VII. SCOPE OF NOTICE AND ADDITIONAL INFORMATION**

This Notice contains only a summary of the Litigation and the proposed Settlement Agreement. The pleadings and other papers filed in this Action are available for a fee during regular business hours at the United States District Court for the District of Kansas, 401 N. Market, Wichita, Kansas 67202. You may obtain a copy of the Settlement Agreement, as well as any status updates on this case, by visiting the Settlement Website or by contacting Class Counsel at the address stated above.

**PLEASE DO NOT CONTACT THE JUDGE OR THE  
CLERK ASKING FOR INFORMATION.**

Dated: \_\_\_\_\_, 2015.

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Honorable Monti L. Belot  
U.S. District Court Judge





SPEEA v. The Boeing Co.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

Case Nos. 05-CV-1251 and 07-CV-1043

**BWICH**



# INFORMATION ADDENDUM

<<Barcode>> <<ClaimID>>  
<<FirstName>> <<LastName>>  
<<Addr1>> <<Addr2>>  
<<City>>, <<State>> <<Zip>>

Dear <<First Name>> <<Last Name>>:

This Addendum sets forth the information on which your payment for claims of lost pension benefits under the settlement will be based. Based on records provided by Spirit, your payment for claims of lost pension benefits will be based on the following information:

- A. DATE OF BIRTH: <<Date>>
- B. YEARS OF CREDITED SERVICE AT BOEING: <<Years>>
- C. DATE OF TERMINATION OF EMPLOYMENT AT SPIRIT: <<Term Date>>
- D. DATE OF DEATH, IF APPLICABLE: <<D Date>>

If you agree with the information set forth above, you do not need to take any action in order to receive your share of the settlement fund that has been allocated to claims of lost pension benefits. If you disagree with any information listed above: Date of Birth; Years of Credited Service at Boeing; Date of Termination of Employment at Spirit; Date of Death, if applicable, please see the enclosed Pension Information Dispute Form for instructions on how to correct or submit additional information. The deadline for submitting the Pension Information Dispute Form is July 15, 2015.

Based on the information set forth above, you will receive a settlement payment for claims of lost pension benefits, calculated using the allocation formula submitted for court approval as part of the settlement. Our preliminary and tentative estimate is that you would receive \$<<Amount>> for this portion of the settlement. This number could change based on additional information.

This Addendum concerns only the payments under the settlement for lost pension benefits. The remaining proceeds of the settlement will be paid to Class Members as reimbursement and/or compensation for claims of lost retiree health insurance benefits. To submit a claim for reimbursement of medical expenses you have incurred, use the Healthcare Claim Form that is enclosed with this Notice package. Submitting the Healthcare Claim Form is the only way to get reimbursed for medical expenses under the settlement. The deadline for submitting a Healthcare Claim Form is [insert date: 30 days after Fairness Hearing].



FOR CLAIMS PROCESSING ONLY	OB	<input type="text"/>	CB	<input type="text"/>	<input type="radio"/> DOC	<input type="radio"/> RED
					<input type="radio"/> LC	<input type="radio"/> A
					<input type="radio"/> REV	<input type="radio"/> B

SPEEA v. The Boeing Co.

Must Be Postmarked  
No Later Than  
July 15, 2015

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

Case Nos. 05-CV-1251 and 07-CV-1043

**BWICH**



# PENSION INFORMATION DISPUTE FORM

<<Barcode>> <<ClaimID>>  
<<FirstName>> <<LastName>>  
<<Addr1>> <<Addr2>>  
<<City>>, <<State>> <<Zip>>

(If your address is different from what is show above, print corrections in the boxes. Please do not use pencil or red ink.)

First Name  M.I.  Last Name

Mailing Address

Continuation of Mailing Address

City  State  Zip Code

Foreign Province  Foreign Postal Code  Foreign Country Name/Abbreviation

If you disagree with any of the following information listed on the Information Addendum to the Class Notice: Date of Birth; Years of Credited Service at Boeing; Date of Termination of Employment at Spirit; Date of Death, if applicable, please complete this form and mail the form with supporting documentation by: July 15, 2015 to:

Wichita Retirement Class Settlement  
c/o Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael CA 94912-8040

- A. DATE OF BIRTH:  /  /
- B. MONTHS AND YEARS OF CREDITED SERVICE AT BOEING:
- C. DATE OF TERMINATION OF EMPLOYMENT AT SPIRIT:  /  /
- D. DATE OF DEATH, IF APPLICABLE:  /  /

Please attach copies (not originals) of any supporting documents (i.e. birth certificate, pay stubs, etc.) you have. The Claims Administrator may contact you for further information.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address

Area code  Telephone number (Home)

Area code  Telephone number (Work)



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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SPEEA v. The Boeing Co.

Must Be Postmarked  
No Later Than  
Month XX, 2015

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

Case Nos. 05-CV-1251 and 07-CV-1043

**BWICH**



# HEALTHCARE CLAIM FORM

<<Barcode>> <<ClaimID>>  
<<FirstName>> <<LastName>>  
<<Addr1>> <<Addr2>>  
<<City>>, <<State>> <<Zip>>

First Name	M.I.	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address

Continuation of Mailing Address

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

Class Member Date of Retirement/Termination from Spirit:	Class Member Date of Birth	Social Security Number
<input type="text"/>	<input type="text"/>	<input type="text"/>

INSTRUCTIONS: TO RECEIVE REIMBURSEMENT OF OUT-OF-POCKET MEDICAL EXPENSES, YOU MUST COMPLETE AND MAIL, OR SUBMIT ONLINE, THIS HEALTHCARE CLAIM FORM NO LATER THAN [INSERT DATE: 30 DAYS AFTER FAIRNESS HEARING] TO:

WICHITA RETIREMENT CLASS SETTLEMENT  
C/O GILARDI & CO. LLC  
P.O. BOX 8040  
SAN RAFAEL, CA 94912-8040  
[www.WichitaRetirementClassSettlement.info](http://www.WichitaRetirementClassSettlement.info)

Class Members may request reimbursement of certain medical premiums and out-of-pocket medical expenses. Reimbursement will be capped at \$40,000 per Class Member. Claims will be reimbursed in the order in which the claims are received by the Claims Administrator and will be reimbursed only to the extent that the portion of the Net Common Fund set aside for this purpose is sufficient to fund such reimbursement.

In order to be eligible for reimbursement, the expenses must meet criteria which includes, but not limited to, the following:

- 1) Medical costs must have been incurred after the Class Member reached age 55 and separated from Spirit.
- 2) Costs must have been incurred only for medical care (including medical premiums), and exclude costs involving dental, orthodontia, vision care, and costs for services that would not have been covered under the Boeing Retiree Health Insurance Plan.
- 3) Costs must have been incurred by a Class Member or qualified dependent.
- 4) Costs must have been incurred for services rendered before December 31, 2014.



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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In order to be considered for reimbursement, the Class Member must provide either the total amount of eligible medical expenses incurred through December 31, 2014 for the Class Member and qualified dependents in the boxes under "Total Eligible Expenses/Amount Incurred" below or complete the Itemized Expenses section. You are only required to populate one or the other but are welcome to complete both.

When you submit the claim form, please enclose documentation to fully support your claimed amount net of any third-party reimbursement already received. All claims must be substantiated with evidence and will be verified by the Claims Administrator. Documentation should include the date of service, description of service provided and charge for service. The Claim Administrator has the authority request additional documentation as necessary to substantiate the claimed amount(s).

**Total Eligible Expenses/Amount Incurred:**

\$    ,    .

**Itemized Expenses**

Please itemize your expenses below to assist in processing your claim. If you need additional space to list your expenses, please photocopy this page, write your name on the copy and include with your submission. If you do not itemize your expenses below, your claim will be processed based on the total amount noted above.

The types of expenses and services for which you can claim medical reimbursement includes, but are not limited to, the below:

- Premiums
- Ambulance services
- Emergency room treatment
- Physician services, i.e. preventative care visits, physician examination
- Prescription drugs/medicines
- Hospital services and/or supplies
- Medical equipment and/or supplies
- Mental health treatment
- Substance abuse treatment

Date of Expense/Services	Type of Service	Expense Incurred
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Has any portion of the total claimed /itemized amount already been paid or re-imbursed by a third-party?  Yes  No

Total Amount Reimbursed: \$           .   Third-Party (Specify)

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address

Area code Telephone number (Home) Area code Telephone number (Work)

-      -

IF YOU COPIED, AND ARE INCLUDING, ADDITIONAL PAGES OF EXPENSES, PLEASE FILL THIS CIRCLE

