Exhibit C

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

JEFF BATTLES, LEROME THOMAS,)
STEVEN SPENCER, Individually, and on)
Behalf of All Others Similarly Situated,)
Plaintiffs,) Case No. 18-cv-04822
v.	Honorable Marvin E. Aspen
SOUTHWEST AIRLINES CO.,)
Defendant.)

DECLARATION OF SHERIE BLANTON

- I, Sherie Blanton, pursuant to 28 U.S.C. § 1746, hereby declare as follows:
- 1. I am currently the Director, Communications & Outreach at Southwest Airlines Co. ("Southwest"), located in Dallas, Texas. I have been employed by Southwest since October 30, 1996, and have held my current position since June 5, 2011. As Director, Communications & Outreach for Southwest, I am familiar with, amongst other things, the documents containing, communications regarding, and process through which Southwest's non-union represented employees agree to the Southwest Airlines Alternative Dispute Resolution Program (the "ADR Program"). A true and correct copy of Southwest's ADR Program is attached hereto as Exhibit 1.
- 2. This Declaration is based on my personal knowledge and my review of Southwest's business and employment records, which it maintains in the ordinary course of business, including the ADR Program, a true and correct copy of which is attached hereto as Exhibit 1. If called upon to do so, I could and would competently testify to the facts in this Declaration.

- 3. Southwest's ADR Program, with which I am very familiar, applies to all Southwest employees who are not covered by a collective bargaining agreement ("CBA"). Ex. 1, p. 1. The ADR Program requires arbitration of "Covered Claims," which includes, but is not limited to, wage and hour claims, including claims for unpaid wages or other compensation; overtime pay; and claims related to off-the-clock work, meal breaks, preparatory and concluding activities, and any other time periods for which an employee claims to be entitled to compensation. Ex. 1, p. 2. Southwest's ADR Program also prohibits class or collective claims or joinder of arbitrations, allowing only individual arbitration. Ex. 1, pp. 6-7.
- 4. I have reviewed the employment history of Plaintiffs Jeff Battles, LeRome Thomas, and Steven Spencer, who hold Ramp Agent Supervisor positions with Southwest. Plaintiffs Battles, Thomas, and Spencer are not covered by a CBA. They are covered by Southwest's ADR Program.
- 5. On an annual basis, and in the course of Southwest's regularly conducted business activities, Southwest employees are presented with an announcement containing a small group of Southwest policies to acknowledge and agree to via Southwest's employee-facing intranet, which is called SWALife. Employees log into SWALife using unique IDs provided by Southwest, and using a password selected by each employee. The announcement appears as the main page of SWALife when an employee first logs on, and for two weeks employees can bypass acknowledgement of the ADR Program. After two weeks, employees must accept the acknowledgment to access SWALife. The announcement continues to appear as the main page of SWALife upon logon for approximately one month. The announcement provides employees with a link to Southwest's ADR Program to review, and then they electronically sign the ADR Program via checking a box acknowledging, among other things, that they have received, read,

and reviewed the ADR Program, understand it, and agree to comply with it. An electronic signature stamp containing the employee's name and the date and time that the employee signed the ADR Program is created when the employee checks the box described above.

- 6. On an annual basis, and in the course of its regularly conducted business activities, Southwest keeps records of the date and time (in military time) that each Southwest employee agrees to the ADR Program. Exhibit 2 is a true and correct copy of the most recent records for Plaintiffs Battles, Thomas, and Spencer. These records reflect that Plaintiff Battles signed off on and agreed to the ADR Program on August 22, 2017 at 5:15 p.m. (military time of 17:15:14); Plaintiff Thomas signed off on and agreed to the ADR Program on August 14, 2017 at 4:48 p.m. (military time of 16:48:12); and Plaintiff Spencer signed off on and agreed to the ADR Program on August 14, 2017 at 6:27 p.m. (military time of 18:27:25). Each record reflects the 2017 SWALife Announcement that Plaintiffs Battles, Thomas, and Spencer would have seen when they logged into SWALife, except that their own names would have appeared next to the acknowledgement box.
- 7. Southwest's ADR Program is available to employees to review and print at any time on SWALife. As stated above, employees are also required to annually review the ADR Program and agree to it, and a link directly to the ADR Program is contained in the annual announcement. Ex. 2.
- 8. Southwest's records reflect that Plaintiffs Battles, Thomas, and Spencer also signed off on and agreed to Southwest's ADR Program in 2015 and 2016.
- 9. In the course of its regularly conducted business activities, Southwest keeps complete records of all policy acknowledgements executed via SWALife. Attached hereto as Exhibit 3 are true and correct copies of the complete records of all policy acknowledgements

executed via SWALife by Plaintiffs Battles, Thomas, and Spencer during their respective employment with Southwest. These business records likewise reflect that Plaintiff Battles signed off on and agreed to the ADR Program on August 22, 2017; Plaintiff Thomas signed off on and agreed to the ADR Program on August 14, 2017; and Plaintiff Spencer signed off on and agreed to the ADR Program on August 14, 2017.

10. Southwest's *Information Security Policy* prohibits employees from sharing passwords with others or allowing others to access their accounts, and requires that employees treat their SWALife passwords as confidential. Southwest's *Guidelines for Employees* also prohibits employees from sharing passwords, or allowing others to utilize their passwords to access Southwest's applications or email system.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this <u>14</u>th day of September 2018 in Dallas, Texas.

Sherie Blanton

Director, Communications & Outreach

Southwest Airlines Co.

EXHIBIT 1

Southwest Airlines Alternative Dispute Resolution Program

1. Applicability

The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is intended to be a substitute for the legal process, and may only be invoked to resolve employment-related wage and hour claims/causes of action and claims under state or local leave laws. By agreeing to arbitrate such legal disputes, the ADR Employee (defined in Section 2 below) and Southwest Airlines (collectively, the "Parties") understand that they are not giving up any substantive rights under local, state or federal law. Rather, they are mutually agreeing to submit certain legal disputes to an arbitral, rather than judicial, forum before an arbitrator instead of a jury or judge.

The ADR Program applies to any Covered Claim (defined in Section 3 below) between Southwest Airlines, including its successors and affiliates on one hand, and an ADR Employee of Southwest Airlines (defined in Section 2 below) on the other — even after the employment relationship has ended. ADR Employees include all Southwest Airlines Employees not covered by a collective bargaining agreement ("CBA").

The ADR Program is not intended to be utilized in every instance where an ADR Employee has a dispute with Southwest Airlines. As always, Employees and Leaders are encouraged to use informal methods to attempt to resolve disputes internally prior to proceeding through the ADR Program, including by bringing concerns to their Supervisor, Manager, HRBP, Director, Vice President, or, if necessary, the Employee Relations Team. The ADR Program should <u>only</u> be utilized when complaints have not been resolved informally and when the Employee would otherwise initiate formal legal action.

2. ADR Employees

By continuing employment with Southwest Airlines after the effective date of this ADR Program, or by accepting an offer of employment with Southwest Airlines after the effective date of this ADR Program, each Employee not subject to a CBA, and each Prospective Employee or Candidate applying for a position not subject to a CBA, agrees, as a condition of continuing employment or receiving an offer of employment, to resolve all of his/her Covered Claims (as defined in Section 3 below) using this ADR Program and hereby waives his/her rights to the judicial process, including but not limited to (1) having such complaints, disputes and claims determined by a jury, and (2) having such complaints, disputes and claims determined on a class-wide or collective basis. Such individuals, collectively known as "ADR Employees" herein, shall continue to be subject to this ADR Program even after termination of the employment relationship with Southwest Airlines.

3. Covered Complaints, Disputes, and Claims

All Covered complaints, disputes and claims (collectively, "Covered Claims") that are recognized under applicable law must be processed by Southwest Airlines and ADR Employees pursuant to

this ADR Program. Thus, both Southwest Airlines and ADR Employees agree to be bound by the terms of this ADR Program. Southwest Airlines is not bound by the ADR Program when addressing workplace issues, and is not required to start the ADR process before taking disciplinary action of any kind, including without limitation termination of employment. The ADR Program may only be invoked to resolve claims/causes recognized by applicable law and in place of legal proceedings.

Covered Claims shall only include wage and hour claims and claims under state or local leave laws arising out of the employment relationship between Southwest Airlines and the ADR Employee and recognized by applicable law, such as the following:

- a. <u>Claims for unpaid wages or other compensation</u> (including but not limited to minimum wage, overtime pay, paycheck contents, wage garnishment, child support, paycheck requirements, tax withholding, wage payment requirements, and final pay upon termination), and retaliation claims for having exercised or attempted to exercise rights under applicable laws under this paragraph;
- b. <u>Claims under state or local leave laws</u> (including, but not limited to, medical leave, sick leave, short term disability leave, long term disability leave, court and jury duty leave, crime victim leave, domestic violence leave, voting leave, family leave, parental leave, military leave, pregnancy leave, and school activities leave), and retaliation claims for having exercised or attempted to exercise rights under applicable laws under this paragraph; and
- c. <u>Claims related to the specific time periods for which an employee is entitled to compensation</u> (such as rest breaks, meal breaks, what constitutes "hours worked," off-the-clock work, on-call time, reporting time, waiting/standby time, travel time, training time, attendance at events outside the workplace, split-shift time, preparatory and concluding activities, donning and doffing of safety gear, emergency call-back time, on duty time, sleep time, and meeting time), and retaliation claims for having exercised or attempted to exercise rights under applicable laws under this paragraph</u>.

This ADR Program does not affect an ADR Employee's right to communicate with, file a complaint with, or cooperate in the investigations of any governmental agency on matters within their jurisdiction, including the Equal Employment Opportunity Commission, the United States Department of Labor, the Occupational Safety and Health Administration, the Federal Aviation Administration, a state Fair Employment or Human Rights Commission, or other federal/state government agency with investigatory authority.

This ADR Program does not cover Southwest Airlines' or an ADR Employee's right to seek equitable or injunctive relief to enforce the provisions of an employment, confidentiality, trade secret, non-compete or intellectual property agreement.

Even after termination of the employment relationship with Southwest Airlines, all ADR Employees must continue to follow the terms of this ADR Program to resolve Covered Claims.

All disputes concerning the scope and/or coverage of a claim or a party must be resolved by the Arbitrator rather than a court.

4. The Two-Step ADR Process

As described in detail below, this ADR Program contains a two-step process to resolve all Covered Claims fairly and quickly through the use of General Counsel Review, and if necessary, through Final and Binding Arbitration.

This ADR Program and the related procedures are the sole and complete agreement between Southwest Airlines and ADR Employees regarding the resolution of Covered Claims.

a. Step 1 – General Counsel Review

The ADR Employee shall initiate Step 1 of the ADR Program by submitting a written request to Southwest Airlines's General Counsel Department ("General Counsel") on a pre-approved form entitled, "ADR Request", available on SWALife or upon request from General Counsel at 214-792-5351. The ADR Request must be submitted within the statute of limitations period applicable to the causes of action, or such claims will be time-barred.

Upon receipt of an ADR Request, General Counsel will investigate the complaint (which may include delegating some or all of the investigation to other departments or outside counsel). General Counsel will provide a written response within 60 days following General Counsel's receipt of the ADR Request. The ADR Employee may not proceed to Step 2 of this ADR Program until after he/she receives General Counsel's written response to his/her complaint.

The ADR Employee is responsible for his/her attorneys' fees, if any, and all other expenses with respect to the ADR Employee's participation in the General Counsel Review.

b. Step 2 – Final and Binding Arbitration

Prior to proceeding to Final and Binding Arbitration, an ADR Employee's Covered Claim must first have been addressed through Step 1 of this ADR Program. Moreover, if an ADR Employee chooses to file a charge/complaint with a government agency that has investigatory power over some or all claims, this ADR Program will be stayed (put on hold) until the government agency resolves the charge/complaint (such as by issuing a right to sue letter).

The party applying for Arbitration shall submit the request in writing to General Counsel on a pre-approved form entitled, "Arbitration Request", available on SWALife or upon request from General Counsel. The deadline for a party to submit the Arbitration

Request is 45 days following the date General Counsel provided a written response in Step 1. Assuming the ADR Employee has completed Step 1, timely submitted an Arbitration Request, and fulfilled all other conditions precedent described in this ADR Program, General Counsel shall then prepare a joint request for Arbitration to be submitted to the American Arbitration Association ("AAA") for administration of the Arbitration. If both Parties agree, the matter may proceed to non-binding Mediation with a trained, neutral Mediator in an effort to resolve the dispute prior to proceeding to Arbitration.

The Arbitration shall be conducted in accordance with the current version of AAA's Employment Arbitration Rules and Mediation Procedures ("AAA Rules"), except to the extent the AAA Rules conflict with this ADR Program, in which case the terms of this ADR Program will govern.

Southwest Airlines and ADR Employees agree that any Covered Claims will be subject to the foregoing provisions and that both Parties will be permitted to arbitrate Covered Claims to the fullest extent permitted by the Federal Arbitration Act (9 U.S.C. § 1 et seq., which shall govern this ADR Program), applicable Texas law, or The Convention on the Recognition and Enforcement of Foreign Arbitral Awards. A Covered Claim shall be finally resolved by a single Arbitrator selected in accordance with the aforementioned AAA Rules. The Arbitration shall be conducted in Dallas, Texas, or a location selected in accordance with the AAA's Rules.

Although the Parties will first attempt to utilize the services of the AAA to administer the Arbitration, if the AAA refuses, the Parties will each submit a list of five names of persons certified as arbitrators by a legitimate ADR organization, who are also licensed to practice law in the State of Texas. The Parties will then attempt to mutually agree on an Arbitrator from the lists. Absent such agreement, each party shall be allowed to strike the names of four persons on the other party's list. The Parties shall then attempt to mutually agree on one of the two remaining persons to serve as Arbitrator. If the Parties cannot agree, the Arbitrator will be chosen by coin flip to be conducted by a member of the People Department.

The Arbitrator shall not have the authority to alter or amend any lawful policy, procedure or practice of Southwest Airlines or agreement to which Southwest Airlines is a party, or the substantive rights or defenses of either party under any statute, contract, constitution or common law.

The Arbitrator will have the authority – and is encouraged to – grant motions to dismiss, motions for summary judgment, or other motions that result in final disposition of some or all claims without a hearing. To the extent binding legal precedent exists on an issue, the Arbitrator shall follow such authority in rendering his/her decision on a dispositive motion. In resolving such motions, the Arbitrator shall apply the standards that apply to such motions under the Federal Rules of Civil Procedure.

Except as provided below, Southwest Airlines shall pay the cost of the Arbitration, including all administrative fees and Arbitrator's fees and expenses, <u>unless the Arbitrator determines that a claim was filed for purposes of harassment or is frivolous</u>, in which such case the Arbitrator may require the ADR Employee to pay some or all of these fees and expenses. In all Arbitrations the ADR Employee is responsible for half of the AAA filing fee (currently, this amounts to \$775) or the maximum amount permitted by the AAA Rules, if less than that amount, and his/her own attorneys' fees, if any, and all travel and other fees and expenses, with respect to the ADR Employee's participation in the Arbitration. However, the Arbitrator is empowered to award reasonable attorneys' fees and related expenses to the prevailing party as well as all other direct money damages to which either party would be entitled if the dispute or claim were resolved in a judicial proceeding. The Arbitrator shall promptly issue a written decision in support of his/her award. The decision and award of the Arbitrator shall be final and binding.

In the event an ADR Employee is found liable for any administrative fees, Arbitrator's fees and expenses, attorneys' fees, or damages, the ADR Employee agrees that, in addition to other legal methods available for seeking payment, Southwest Airlines may deduct money from the ADR Employee's paychecks or monies that Southwest Airlines may owe the ADR Employee to recover said amounts. To the extent a separate agreement is required to authorize such paycheck deductions, the ADR Employee hereby agrees to execute such an agreement within ten (10) days of an Arbitration award against him/her.

Judgment upon the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. The Federal Arbitration Act or applicable Texas law shall govern the application and enforcement of the provisions of this ADR Program.

This ADR Program establishes deadlines for certain actions. Deadlines established by this ADR Program are distinct from statutes of limitations. ADR Employees should direct questions regarding this ADR Program to General Counsel. No party may arbitrate any Covered Claim that has not been submitted to General Counsel on an ADR Request before the expiration of applicable limitations periods and in accordance with the provisions of this ADR Program. The Arbitrator shall have the exclusive authority to decide any dispute raised at Arbitration between the ADR Employee and Southwest Airlines concerning a party's compliance with the deadlines of this ADR Program.

c. Provisional Remedies

Either the ADR Employee or Southwest Airlines may commence a cause of action in a court of law to obtain an injunction or other court order to enforce the provisions of this ADR Program. Despite such action, the Parties shall continue in good faith to abide by this ADR Program.

d. Attempt to Bring Lawsuit Instead of Arbitration

If an ADR Employee attempts to pursue a Covered Claim in court rather than in Arbitration, Southwest Airlines will request that the ADR Employee voluntarily dismiss the lawsuit so the Parties may proceed in Arbitration. If the ADR Employee refuses to voluntarily dismiss such a lawsuit upon request, and Southwest Airlines has to take court action to enforce the terms of this ADR Program (e.g., moving to compel arbitration), the ADR Employee will be responsible for reimbursing Southwest Airlines for any reasonable attorneys' fees incurred enforcing this ADR Program. Until an ADR Employee reimburses Southwest Airlines for such attorneys' fees, the Arbitration process shall be stayed.

e. Employment/Waiver of Jury Trial

Nothing in this ADR Program limits in any way an Employee's right or Southwest Airlines' right to terminate the employment relationship.

This ADR Program waives any right that an ADR Employee may have to a jury trial regarding Covered Claims. Further, if any court determines for any reason that this ADR Program is not binding or otherwise allows any litigation of any Covered Claim, the ADR Employee and Southwest Airlines expressly waive any and all rights to a trial by jury and agree to proceed to a bench or judge trial.

f. Termination and Modification of the ADR Program

This ADR Program may be modified or terminated by Southwest Airlines at any time by giving ADR Employees at least 30 days' written notice of such modification or termination. No such amendment or termination of the ADR Program shall apply to a dispute of which Southwest Airlines had notice on the date of the amendment. This ADR Program may only be modified or terminated in writing by an authorized representative of Southwest Airlines.

g. Waiver of Class/Collective Actions

An ADR Employee may not bring an Arbitration as a class or collective claim and may not join or opt-in to another Employee's Arbitration. Further, an Arbitrator shall not have the authority to consolidate the disputes of other Employees into a proceeding originally filed by any other Employee or anyone else. The Arbitrator may only hear a

dispute brought by one individual party arising out of a common set of facts, and does not have the authority to (i) fashion a proceeding as a class or collective action of any kind or (ii) award relief to a group or class of Employees or other individuals in one Arbitration proceeding. There shall be no right or authority for any dispute whatsoever to be brought, heard or arbitrated as a class, collective or representative action, or for an ADR Employee to participate as a class member in any purported class, collective or representative action. If any court determines for any reason that this ADR Program is not binding or otherwise allows any litigation of any Covered Claim, the ADR Employee and Southwest Airlines expressly waive any and all rights to participate in a class or collective action proceeding in a court of law.

h. ADR Agreement

Employees submitting to this ADR Program agree that this ADR Program resolves all Covered Claims against Southwest Airlines and/or any of its Directors, Officers, Employees, Shareholders or representatives in their capacity as such, including those related in any way to the Employee's employment by Southwest Airlines and/or termination thereof.

5. Severability of Provisions in ADR Program

If any provision of this ADR Program is held invalid, illegal or unenforceable by any court of competent jurisdiction, ADR Employees and Southwest Airlines agree that it shall be deemed to be modified so that its purpose can lawfully be effectuated and the balance of this ADR Program shall remain in full force and effect. ADR Employees and Southwest Airlines further agree that the provisions of this ADR Program shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

6. Confidentiality

All aspects of the ADR Program, including the hearing and record, if any, of the proceedings are confidential and shall not be open to public, except under the following circumstances: (1) to the extent both Parties otherwise agree in writing; (2) as may be required in any subsequent proceedings between the Parties; or (3) as may otherwise be required by law or in response to a governmental agency or legal process.

If a monetary or other settlement agreement is reached during or after the dispute resolution method described herein, then both Parties must maintain confidentiality over the terms of such agreement. If a party fails to maintain confidentiality over such settlement terms, then the other party may revoke its offer, and if any proceeds have been transferred, then the other party must refund all such proceeds to the offeror.

Vice President, Southwest Airlines People Department

Effective Date of ADR Program: July 24, 2015

EXHIBIT 2

SWALife Announcement

2017 Southwest Airlines Q3 Acknowledgement

From time to time, Southwest Employees are asked to acknowledge receipt of current or new Southwest policies. It is important for Southwest Employees to take the time to read these policies, be aware of the expectations outlined in these policies, and know that they will be held accountable for complying with these policies. As such, you are being asked to confirm that you are aware you will be held accountable for the policies applicable to you.

Alternative Dispute Resolution Program: The Southwest Airlines Alternative Dispute Resolution Program ("ADR Program") is only applicable to Southwest Employees who are not covered by a collective bargaining agreement (also known as "Non-Contract Employees"). For those Employees subject to the ADR Program, by checking the box below, you are acknowledging that you have received a copy of the ADR Program, which includes a provision requiring binding arbitration of certain types of claims, that you have reviewed the ADR Program which is available at all times on SWALife > My Work > Resources > Policies > People Policies > ADR Program and by clicking a link on this webpage, and that you agree to abide by the ADR Program. For those Employees covered by a collective bargaining agreement (also known as "Contract Employees"), checking the box will only be an acknowledgement of the Southwest Airlines Co. Code of Ethics, Insider Trading Policy and Procurement and Contracting Policy and will not be an acknowledgement of the ADR Program.

Code of Ethics and Insider Trading Policy: I hereby certify that I have received and read the Southwest Airlines Co. Code of Ethics and Insider Trading Policy, and I understand their contents. I agree to comply with the standards, policies, and procedures contained in the Code of Ethics and the Insider Trading Policy, including any amendments thereto. I understand that current copies of the Code of Ethics and the Insider Trading Policy are posted on SWALife > My Work > Resources > Policies > Corporate Governance. I further certify that I am in full compliance with the Code of Ethics and the Insider Trading Policy and that I have an obligation to report any violation of the Code of Ethics of which I become aware (including any potential conflict of interest).

Procurement and Contracting Policy: This policy outlines the processes and responsibilities of any Employee tasked with obtaining goods or services from suppliers. Compliance with the policy ensures that we are spending our money wisely, protecting Southwest as well as our individual Employees from undue risk, and meeting obligations to our suppliers and the public. All Employees are expected to be aware of and comply with the Procurement and Contracting Policy which is located at all times on **SWALife** > My Work > Resources > Policies > Companywide Supply Chain Management Policies.

Acknowledgement CHECK THE BOX BELOW to consent to electronic delivery, acknowledge receipt, and continue to the SWALife home page: I, Vincent Vasquez, have read, reviewed, and been given the opportunity to review, and I have received the: Alternative Dispute Resolution Program Code of Ethics Insider Trading Policy Procurement and Contracting Policy I understand the content of these policies. I agree to fully comply with the standards, policies, and procedures contained in these documents.

e107542,LeRome Thomas,08/14/2017 16:48:12 e110647,Jeff Battles,08/22/2017 17:15:14 e101749,Steven Spencer,08/14/2017 18:27:25

EXHIBIT 3

Case: 1:18-cv-04822 Document #: 14-1 Filed: 09/17/18 Page 19 of 24 PageID #:66

SWALife Announcement Administration

Results

Retrieved announcement list for SWA ID: e110647

View announcement data for:

Announcements can be managed by either a single user or all users. *

All Employees

Single Employee

Single Employee: Please enter SWA ID and select announcement

SWA ID: e110647 Go

Select Announcement(s) to be shown to user again

Name: Jeff Battles Created Announcment Selection Date Updated Date 2017 Q1 GFE PDA e110647 2017-01-17 e110647 2017-01-17 yes **ETPP** 2017 Q2 SM SSC SPD 2017-04-18 yes e110647 2017-04-18 e110647 **2017 Q3 ADR COE** e110647 2017-08-22 e110647 2017-08-22 yes **2018 Q1 GFE PDA** e110647 2018-01-17 e110647 2018-01-17 yes ETPP DDWAP 2018 Q2 SSC SMP ISP 2018-04-02 2018-04-02 yes e110647 e110647 **2018 Q3 COE ITP** 2018-08-16 e110647 2018-08-16 e110647 yes **COE 2015** e110647 2015-07-27 e110647 2015-07-27 yes **ISP 2015** e110647 2015-09-17 e110647 2015-09-17 yes Q1 2016 e110647 2016-02-19 e110647 2016-02-19 yes Q2 2016 e110647 2016-04-22 e110647 2016-04-22 yes Q3 2016 e110647 2016-07-27 2016-07-27 e110647 yes

Case: 1:18-cv-04822 Document #: 14-1 Filed: 09/17/18 Page 20 of 24 PageID #:67

Q4 2016 - ISP	yes	e110647	2016-11-03	e110647	2016-11-03
SPD 2015	yes	e110647	2015-02-09	e110647	2015-02-09
All	of	the		above	

SWALife Announcement Administration

Results

Retrieved announcement list for SWA ID: e107542

View announcement data for:

Announcements can be managed by either a single user or all users. *

All Employees

Single Employee

Single Employee: Please enter SWA ID and select announcement

SWA ID: e107542

Select Announcement(s) to be shown to user again

Name: LeRome Thomas

Announcement 2014

Created Announcment Selection Date Updated Date 2017 Q1 GFE PDA e107542 2017-01-19 e107542 2017-01-19 yes **ETPP** 2017 Q2 SM SSC SPD e107542 2017-04-17 yes 2017-04-17 e107542 **2017 Q3 ADR COE** e107542 2017-08-14 e107542 2017-08-14 yes **2018 Q1 GFE PDA** e107542 2018-01-15 e107542 2018-01-15 yes ETPP DDWAP 2018 Q2 SSC SMP ISP e107542 2018-04-02 e107542 2018-04-02 yes **2018 Q3 COE ITP** e107542 2018-08-17 e107542 2018-08-17 yes **COE 2015** e107542 2015-07-24 e107542 2015-07-24 yes **Code of Ethics 2014** e107542 2014-10-17 e107542 2014-10-17 yes **ISP 2015** e107542 2015-09-17 e107542 2015-09-17 yes **PCI Compliance** yes e107542 2014-04-23 e107542 2014-04-23

Case: 1:18-cv-04822 Document #: 14-1 Filed: 09/17/18 Page 22 of 24 PageID #:69

Q1 2016	yes	e107542	2016-02-21	e107542	2016-02-21
Q2 2016	yes	e107542	2016-04-23	e107542	2016-04-23
Q3 2016	yes	e107542	2016-07-26	e107542	2016-07-26
Q4 2016 - ISP	yes	e107542	2016-11-04	e107542	2016-11-04
SPD 2015	yes	e107542	2015-02-11	e107542	2015-02-11
Summary Plan Description 2014	yes	e107542	2014-05-10	e107542	2014-05-10
All	of	the		above	

Case: 1:18-cv-04822 Document #: 14-1 Filed: 09/17/18 Page 23 of 24 PageID #:70

SWALife Announcement Administration

Results

Retrieved announcement list for SWA ID: e101749

View announcement data for:

Announcements can be managed by either a single user or all users. $\mbox{\ensuremath{\star}}$

All Employees

Single Employee ()

Single Employee: Please enter SWA ID and select announcement

SWA ID: e101749 Go

Select Announcement(s) to be shown to user again

Name: Steven Spencer

Announcment	Selection	Created	Date	Updated	Date
2017 Q1 GFE PDA ETPP	yes	e101749	2017-01-21	e101749	2017-01-21
2017 Q2 SM SSC SPD	yes	e101749	2017-04-20	e101749	2017-04-20
2017 Q3 ADR COE ITP	yes	e101749	2017-08-14	e101749	2017-08-14
2018 Q1 GFE PDA ETPP DDWAP	yes	e101749	2018-01-18	e101749	2018-01-18
2018 Q2 SSC SMP ISP	yes	e101749	2018-04-03	e101749	2018-04-03
2018 Q3 COE ITP	yes	e101749	2018-08-14	e101749	2018-08-14
COE 2015	yes	e101749	2015-07-31	e101749	2015-07-31
COE, ISP, and Procurement	yes	e101749	2013-09-08	e101749	2013-09-08
Code of Ethics 2014	yes	e101749	2014-10-17	e101749	2014-10-17
ISP 2015	yes	e101749	2015-09-18	e101749	2015-09-18

Case: 1:18-cv-04822 Document #: 14-1 Filed: 09/17/18 Page 24 of 24 PageID #:71

PCI Compliance 2013	yes	e101749	2013-10-04	e101749	2013-10-04	
PCI Compliance Announcement 2014	yes	e99999	2014-04-05	null		
Q1 2016	yes	e101749	2016-02-19	e101749	2016-02-19	
Q2 2016	yes	e101749	2016-04-30	e101749	2016-04-30	
Q3 2016	yes	e101749	2016-07-27	e101749	2016-07-27	
Q4 2016 - ISP	yes	e101749	2016-11-05	e101749	2016-11-05	
SPD 2015	yes	e101749	2015-02-05	e101749	2015-02-05	
Social Media Policy for 2013	yes	e101749	2013-01-19	e101749	2013-01-19	
Summary Plan Description 2013	yes	e101749	2013-06-13	e101749	2013-06-13	
Summary Plan Description 2014	yes	e101749	2014-05-24	e101749	2014-05-24	
All	of	the		above		