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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

MARICHU JEFFRIES, on behalf of herself,
all others similarly situated, and on behalf of
the general public,

Plaintiff,

v.

THE MEADOWS AT COUNTRY PLACE,
LLC; and DOES 1-100,

Defendants.

Case No.: 23CV003530

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 26, 2024
Time: 9:00 a.m.
Dept.: 28
Reservation No.: A-003530-001

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Lauri A. Damrell presiding, on July 26, 2024. The Court having considered the
4 papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. The following Class is conditionally certified for purposes of settlement only: All
6 current and former non-exempt employees who worked for Defendant in California from June
7 21, 2019, through April 20, 2024.

8 2. The Court grants preliminary approval of the Settlement and the Class based upon
9 the terms set forth in the Settlement Agreement filed herewith. Capitalized terms shall have the
10 definitions set forth in the Settlement.

11 3. The Settlement appears to be fair, adequate and reasonable, and in the best
12 interests of the absent class members. The Settlement falls within the range of reasonableness
13 and appears to be presumptively valid, subject only to any objections that may be raised at the
14 final approval hearing and final approval by this Court.

15 5. Plaintiff Marichu Jeffries is conditionally approved as the Class Representative
16 for the Class.

17 6. The proposed Class Representative Enhancement Payment of \$2,500 payable to
18 the Plaintiff for her services as the class representative is conditionally approved.

19 7. David Mara and Matthew Crawford of Mara Law Firm, PC are conditionally
20 approved as Class Counsel for the Class.

21 8. The proposed awards of up to \$60,000 in attorneys' fees and up to \$30,000 in
22 actual costs payable to Class Counsel are conditionally approved.

23 9. A final approval hearing on the question of whether the Settlement, attorneys'
24 fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be
25 finally approved as fair, reasonable and adequate as to Class Members is scheduled in
26 Department S26 on the date and time set forth in Paragraph 16 below.

27 10. The Court confirms Apex Class Action LLC ("Apex") as the Settlement
28

1 Administrator.

2 11. The proposed payment of no more than \$7,500 in costs to Apex for its services as
3 the Settlement Administrator is conditionally approved.

4 12. The Court hereby preliminarily approves the allocation of \$2,000 of the Gross
5 Settlement Amount to Plaintiff's PAGA claims. Of this amount, 75% will be paid to the Labor
6 and Workforce Development Agency ("LWDA") and the remaining 25% will be distributed to
7 the Aggrieved Employees. At the Final Approval Hearing, the Court will determine the
8 sufficiency of the PAGA payment. If the Court decides to award less than the amounts set forth
9 by the Parties, then excess amount will become part of the available Net Settlement Amount.

10 13. The Court approves, as to form and content, the Notice in substantially the form
11 attached hereto and to the Settlement as Exhibit A. The Court approves the procedure for Class
12 Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Notice
13 of Settlement.

14 14. The Court directs the mailing of the Notice by first class mail to Class Members
15 in accordance with the implementation schedule set forth in Paragraph 16 below. The Court
16 finds the dates selected for the mailing and distribution of the Notice, as set forth in the
17 Implementation Schedule, meet the requirements of due process and provide the best notice
18 practicable under the circumstances and shall constitute due and sufficient notice to all persons
19 entitled thereto.

20 15. To facilitate administration of the Settlement pending final approval, the Court
21 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or
22 administrative proceedings (including, but not limited to, filing claims with the Division of
23 Labor Standards Enforcement of the California Department of Industrial Relations) regarding
24 claims released by the Settlement unless and until such Class Members have filed valid Requests
25 for Exclusion with the Settlement Administrator and the time for filing valid Requests for
26 Exclusion with the Settlement Administrator has elapsed. This provision shall not apply to
27 claims not alleged in the Action.
28

1 16. The Court orders the following **Implementation Schedule** for further
2 proceedings:

3	a.	Deadline for Defendant to submit 4 Class Data to Settlement 5 Administrator:	[30 days after entry of the Preliminary Approval Order]
6	b.	Deadline for Settlement 7 Administrator to Mail the Notice to 8 Class Members	[10 business days after receipt of the Class Data]
9	c.	Deadline for Class Members to 10 Postmark Requests for Exclusion Forms	[60 days after mailing of Notice to Class Members]
11	d.	Deadline for Receipt by Court and 12 Counsel of any Objections to the Settlement	[60 days after mailing of Notice to Class Members]
13	e.	Deadline for Class Counsel to file 14 Motion for Final Approval of Settlement	[16 Court days before Final Approval Hearing]
15	f.	Deadline for Class Counsel to file 16 Motion for Attorneys' Fees, Costs and Service Awards	[16 Court days before Final Approval Hearing]
17	g.	Final Approval Hearing and Final 18 Approval	January 17, 2024 at 9:00 a.m.

19
20 **IT IS SO ORDERED.**

21
22 Dated: _____, 2024

23 BY _____
24 Honorable Lauri A. Damrell
25 Sacramento Superior Court Judge
26
27
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former non-exempt employees who worked for Defendant in California from June 21, 2019, through April 20, 2024.

The California Superior Court, County of Sacramento has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“the Lawsuit”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former non-exempt employees who worked for Defendant in California from June 21, 2019, through April 20, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuit, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?..... Page 1
2. What Is This Case About? Page 2
3. Am I A Class Member? Am I An Aggrieved Employee? Page 2
4. How Does This Class Action Settlement Work? Page 2
5. Who Are the Attorneys Representing the Parties? Page 3
6. What Are My Options?..... Page 3
7. How Do I Opt Out or Exclude Myself From This Settlement? Page 4
8. How Do I Object to the Settlement? Page 4
9. How Does This Settlement Affect My Rights? Page 4
10. How Much Can I Expect to Receive From This Settlement? Page 5
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?..... Page 7

1. Why Have I Received This Notice?

The Meadows at Country Place, LLC’s (hereinafter referred to as “Defendant”) records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from June 21, 2019, through April 20, 2024 (the “Class Period”).

A Preliminary Approval Hearing was held on **July 26, 2024**, in the California Superior Court, County of

Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [final approval date] at [time], before Honorable Lauri A. Damrell in Department 22, located at 720 9th Street, Sacramento, CA 95814.

2. *What Is This Case About?*

Plaintiff Marichu Jeffries filed a class action complaint against Defendant in the Sacramento County Superior Court on June 12, 2023 (Case No. 23CV003530). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay All Wages Due at the Time of Termination of Employment; and (7) Violation of Unfair Competition Law, on behalf of Class Members. On or around October 10, 2023, Plaintiff filed a First Amended Complaint, alleging an additional cause of action for identical violations of the California Labor Code and seeking civil penalties under the Private Attorneys General Act (“PAGA”).

Defendant expressly denies that it did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Action has been actively litigated, now both sides have agreed to resolve the lawsuit with no decision of who is right or wrong. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you worked for Defendant in the State of California as a non-exempt employee at any time from June 21, 2019, through April 20, 2024.

If you worked for Defendant in the State of California as a Class Member from June 12, 2022, through April 20, 2024, you are also an Aggrieved Employee under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Marichu Jeffries brings this action on behalf of herself and all other similarly situated employees who were employed by Defendant as non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class.” The settlement of this Lawsuit resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents,

which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Sacramento County Superior Court's website, the "Public Case Access System," at <https://services.saccourt.ca.gov/PublicCaseAccess/Civil>

To access these records, you will need to create an account. Click the "Click here to get started..." button in the middle of the screen. On the next page, click the "I'm ready to Create My New Account" in the middle of the screen. Select the "Public User" option, enter your information, check the box at the bottom of the page marked "I agree with these terms," and then click the "Create new account" button.

Once you have created your account and have logged in, click the "Search" tab at the top of the page, then select the "Case Number Search" link. Enter the case number, 23CV003530, select "Unlimited Civil" in the "Case Type" search field, and click the "Search" button. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	GORDON & REES SCULLY MANSUKHANI, LLP Nicholas A. Deming Landon Sciacca 275 Battery Street, Suite 2000 San Francisco, CA 94111 Telephone: (415) 986-5900 Facsimile: (415) 986-8054

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members together.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of

the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. You can appear remotely via Department 22’s zoom link or phone number below:

- To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>
- To join by phone: (833) 568-8864 / ID: 16039062174

If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

¹ “Released Parties” means Defendant, its predecessors, successors, parent companies, related entities, subsidiaries, affiliates, investors, management companies, franchisees, owners, attorneys, vendors, and assigns,

All claims that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, during the Class Period. This release specifically includes, but are not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and the related IWC Wage Orders and Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay all straight time wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay employees upon separation or discharge; (7) all related violations of California's unfair competition law; and (8) interest, fees, and costs.

If you are an Aggrieved Employee, you will be bound by the Final Judgment as to the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include any and all claims for civil penalties that could have been asserted by the Labor Commissioner against Defendant under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims made or that could have been made based on the facts and circumstances alleged in the Complaint and Plaintiff's notice to the LWDA, including Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and the related IWC Wage Orders.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$180,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the GSA, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to \$2,500, for prosecution of the Lawsuit, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$2,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$60,000 (33 1/3% of the GSA) for attorneys' fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net

and their directors, officers, trustees, employees, agents, insurers, and re-insurers, whether in their individual or official capacities.

Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member's Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employees' Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$1,500 (75% of the \$2,000 total PAGA Payment). The remaining \$500 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Class Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the Class Period. The maximum number of workweeks any Class Member may have is [REDACTED].

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the PAGA Period. The maximum number of pay periods any Aggrieved Employee may have is [REDACTED].

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 10% wages, 45% penalties, and 45% interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any

federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to Legal Aid at Work.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the GSA. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33 1/3% of the GSA (\$60,000) for attorney fees and \$30,000 for litigation costs. Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$2,500, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Please refer to the Meadows at Country Place Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court online on the Sacramento County Superior Court's website, the "Public Case Access System," at <https://services.saccourt.ca.gov/PublicCaseAccess/Civil>

To access these records, you will need to create an account. Click the "Click here to get started..." button in the middle of the screen. On the next page, click the "I'm ready to Create My New Account" in the middle of the screen. Select the "Public User" option, enter your information, check the box at the bottom of the page marked "I agree with these terms," and then click the "Create new account" button.

Once you have created your account and have logged in, click the "Search" tab at the top of the page, then select the "Case Number Search" link. Enter the case number, 23CV003530, select "Unlimited Civil" in the "Case Type" search field, and click the "Search" button. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

IMPORTANT

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check.
- If your check is lost or misplaced, please contact the Settlement Administrator to request a replacement.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.