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**FILED**  
ALAMEDA COUNTY

JUN 08 2018

CLERK OF THE SUPERIOR COURT

By C. W. G. B. Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

LEONARDO MOTTA, on behalf of  
himself and all others similarly situated,  
and on behalf of the general public,

Plaintiff,

v.

ROADRUNNER TRANSPORTATION  
SERVICES, INC.; CENTAL CAL  
TRANSPORTATION, LLC; and DOES 1-  
100,

Defendants.

Case No. RG15770011

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, SETTING OF FINAL APPROVAL  
HEARING DATE**

Date: June 8, 2018  
Time: 10:00 a.m.  
Judge: Hon. Robert McGuiness  
Dept.: 21  
Reservation No.: R-1962392

**Complaint Filed: May 12, 2015  
Trial Date: None Set**

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 Robert McGuiness, on June 8, 2018. The Court having read and considered the  
4 papers submitted in support of the motion, the law, and good cause appearing therefore, HEREBY  
5 ORDERS THE FOLLOWING:

6 1. The following Settlement Class is conditionally certified for purposes of  
7 settlement only: All persons currently or formerly employed by Roadrunner Transportation  
8 Services, Inc. and Central Cal Transportation, LLC (hereinafter "Defendants") in the State of  
9 California as non-exempt drivers at any time between May 12, 2011, to February 1, 2018.

10 2. The Court grants preliminary approval of the settlement based upon the terms set  
11 forth in the Parties' Joint Stipulation and Settlement Agreement (hereinafter "Joint Stipulation")  
12 filed in conjunction with Plaintiff's Motion for Preliminary Approval of Class Action Settlement.  
13 Capitalized terms shall have the definitions set forth in the Joint Stipulation.

14 3. The settlement appears to be fair, adequate and reasonable to the class. The  
15 settlement falls within the range of reasonableness and appears to be presumptively valid, subject  
16 only to any objections that may be raised at the final approval hearing and final approval by this  
17 Court.

18 4. Plaintiff Leonardo Motta is conditionally approved as the Class Representative for  
19 the Settlement Class.

20 5. The proposed Class Representative Enhancement/General Release Payment of  
21 \$7,500 payable to Plaintiff for his agreement to a general release of claims and his services as a  
22 Class Representative is conditionally approved.

23 6. William Turley, David Mara, and Jill Vecchi of The Turley & Mara Law Firm,  
24 APLC are conditionally approved as Class Counsel for the Settlement Class.

25 7. The proposed awards of up to \$233,310.00 in attorneys' fees and up to \$30,000 in  
26 actual costs payable to Class Counsel are conditionally approved.

27 8. A final approval hearing on the questions of whether the settlement, attorneys' fees  
28 and costs to Class Counsel, and the Class Representative Enhancement/General Release Payment

1 should be finally approved as fair, reasonable and adequate as to Participating Class Members is  
2 scheduled on the date and time set forth in Paragraph 16 below.

3 9. The Court confirms Phoenix Settlement Administrators as the Settlement  
4 Administrator.

5 10. The proposed payment of no more than \$15,000 in costs to Phoenix Settlement  
6 Administrators for its services as the Settlement Administrator is conditionally approved.

7 11. The Court also hereby conditionally approves and orders payment from the Gross  
8 Settlement Amount the PAGA Payment of \$50,000 (75% of which shall be paid to the Labor and  
9 Workforce Development Agency, and 25% of which shall become part of the Net Settlement  
10 Amount distributable to Participating Class Members).

11 12. The Court approves, as to form and content, the Notice of Class Action Settlement  
12 ("Class Notice") in substantially the form attached as **Exhibit A** to this order. The Court approves  
13 the procedure for Settlement Class Members to participate in, to opt out of, and to object to, the  
14 settlement as set forth in the Class Notice.

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

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

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15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the Settlement Class.

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

a.	Deadline for Defendant to submit Class Database to Settlement Administrator	14 calendar days after entry of this Order
b.	Deadline for Settlement Administrator to mail the Notice of Settlement to Settlement Class Members	28 calendar days after entry of this Order
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement, Objections, Disputes, or Notices of Intent to Appear to the Settlement Administrator	60 calendar days after initial mailing of the Notice of Settlement to Settlement Class Members
d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	16 Court days before the Final Approval Hearing
e.	Final Approval Hearing and Final Approval	<u>October 26</u> , 2018 at <u>10 : 00</u> a.m.

**IT IS SO ORDERED.**

Dated: 6/13/18

BY   
 Honorable Robert McGuiness  
 Alameda Superior Court Judge

# EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

Leonardo Motta on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs. Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, Defendants Case No. RG15770011

**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 persons who were employed by Defendants, Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, as non-exempt drivers at any time in California from May 12, 2011, to February 1, 2018**

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). 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 persons who were employed by Defendants, Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, as non-exempt drivers at any time in California from May 12, 2011, to February 1, 2018.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, 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 2
2. What Is This Case About? ..... Page 2
3. Am I a Class Member? ..... 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 4
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 5
10. How Much Can I Expect to Receive From This Settlement? .....Page 6
11. How Will the Attorneys for the Class and the Class Representative Be Paid? .....Page 7

**1. Why Have I Received This Notice?**

Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC's (hereinafter referred to as "Defendants") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described below, from May 12, 2011, to February 1, 2018 (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of San Diego. 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 [the date of final approval hearing], 2018 at [time a.m./p.m.], before Judge Winifred Y. Smith, located at 1221 Oak Street, Oakland, California 94612, Department 21.

**2. What Is This Case About?**

The action entitled *Leonardo Motta on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs. Roadrunner Transportation Services, Inc. and Central Cal Transportation, LLC, Defendants*, was commenced on May 12, 2015 in the Alameda Superior Court (Case Number RG15770011). This action was brought against Defendants seeking damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) wage theft/time shaving; 2) failure to pay compensation for all time worked; 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) waiting time penalties; and 7) violation of the Unfair Competition Law. As part of preliminary approval, Plaintiff Motta amended his complaint to add in a cause of action under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The Court has not made any determination as to whether the claims advanced by the Plaintiff Motta have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff Motta or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Defendants expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff Motta or to the Class.

**3. Am I A Class Member?**

You are a Class Member if you worked for Defendants as a non-exempt driver at any time from May 12, 2011, to February 1, 2018 (the "Class Period") in California.

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

Plaintiff Motta brings this action behalf of himself and all other similarly situated employees who were employed by Defendants as non-exempt drivers in California at any time during the Class Period. Plaintiff Motta and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff Motta 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. If you would like copies of the settlement documents, you can contact Plaintiff Motta's counsel, whose contact information is below, and they will provide you with a copy free of charge.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at:

<https://publicrecords.alameda.courts.ca.gov/PRS/>

After arriving at the website, click the 'Search By Case Number' link, then enter RG15770011 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

**5. Who Are the Attorneys Representing the Parties?**

Attorneys for Plaintiff and the Class	Attorneys for Defendant
<p><b>THE TURLEY &amp; MARA LAW FIRM, APLC</b>                      William Turley                      David Mara                      Jill Vecchi                      7428 Trade Street                      San Diego, CA 92121                      Telephone: (619) 234-2833                      Facsimile: (619) 234-4048</p>	<p><b>SCOPELITIS, GARVIN, LIGHT,                      HANSON &amp; FEARY, LLP</b>                      Adam Smedstad                      30 West Monroe Street, Suite 600                      Chicago, IL 60603                      Telephone: (312) 255-7200                      Facsimile: (312) 422-1224</p> <p>Jack Finklea                      10 West Market Street, Suite 1500                      Indianapolis, IN 46204                      Telephone: (317) 637-1777                      Facsimile: (317) 687-2414</p>

The Court has decided that The Turley & Mara Law Firm, APLC are qualified to represent you and all other Class Members simultaneously.

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:*** *Defendants 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 lawsuit and may receive a payment from the Settlement. You **will** be bound to the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You **will** also give up your right to pursue the Released 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 Action. If the Court grants final approval of the settlement, you **will not** receive an Individual Settlement Share payment and you will not give up the right to sue Defendants and the Released Parties for the Released Claims as defined in Section No. 9 below.
- **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.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

## 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, and telephone 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].

The Final Judgment entered, following approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from 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. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Motta v. Roadrunner Transportation Services, Inc, Case Number RG15770011), (b) be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for

civil filings, (c) also be mailed to the law firms identified above and (d) be filed or postmarked on or before [Response Deadline]. The objection will not be valid if it objects only to the appropriateness of the Action or its merits.

If the Court rejects the objection 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 Parties<sup>1</sup> from the Released Claims. The full and detailed Release of Claims by Participating California Class Members is contained in the Settlement Agreement, which can be found at www.[INSERT].com or on the Court's Domainweb website (instructions on accessing this site are provided in Section 11 of this Notice). The claims released under this Settlement are paraphrased as follows:

Putative class members who **do not** opt out of the settlement will release any and all claims, including all federal, state or local claims for wages and related penalties actually alleged in this lawsuit for the period of time from May 12, 2011, to February 1, 2018 including but not limited to: (1) Defendants' alleged failure to pay drivers at least minimum wage for all straight time hours they worked in violation of California law, this includes time for "non-productive time" and rest and recovery periods as well as any other claims for alleged "wage theft/time shaving"; (2) Defendants' alleged failure to pay drivers overtime compensation for overtime hours worked in violation of California law; (3) Defendants' alleged failure to provide meal periods to drivers in compliance with California, or provide drivers with compensation in lieu of lawful meal periods, in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order; (4) Defendants' alleged failure to authorize and permit rest periods lawful rest periods to drivers, or provide compensation in lieu of lawful rest periods, in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Order; (5) Defendants' alleged failure to provide itemized employee wage statements to drivers in violation of California Labor Code sections 226, 1174, and 1175 and the applicable Industrial Welfare Commission Wage Order; (6) Defendants' alleged failure to timely pay wages due to drivers at termination of their employment, in violation of California Labor Code sections 201-203 and 205; (7) Defendants' alleged engagement in unlawful business practices, including all related claims for restitution and other equitable relief under California Business and Professions Code section 17200, *et seq.*; (8) liability for any other remedies, penalties, and interest under California Labor Code sections 201, 202, 203, 205, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, PAGA, and the applicable Industrial Welfare Commission Wage Order; and (9) all related claims, interest, attorneys' fees and/or costs of suit. Under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The Release of Claims extends May 12, 2011, to February 1, 2018.

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

The total maximum amount that Defendants could be required to pay under this Agreement shall be \$700,000.00 ("Gross Settlement Amount" or "GSA").

<sup>1</sup> "Released Parties" means Defendants and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement to Plaintiff in an amount up to \$7,500, for prosecution of the Action, 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 \$15,000; (3) a payment of \$15,000 (75% of \$20,000 allocated to the Labor Code Private Attorneys General Act of 2004 claims) to the California Labor Workforce Development Agency ("LWDA"); and (4) payment to Class Counsel in an amount not to exceed \$233,310 (one third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will assign to each Participating Class Member<sup>2</sup> a "Settlement Ratio," which shall be a fractional number comprised of (i) the number of weeks he or she worked based on the Class data provided by Defendants, 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 Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Amount 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: \$ \_\_\_\_\_, less taxes. This is based on the Class Data which shows you worked \_\_\_ workweeks during the Class Period.

If you disagree with the number of workweeks stated in this Notice, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [Address]. You must postmark this information by [Response Deadline]. The Settlement Administrator will consult with the Parties to determine whether an adjustment about the number of workweeks worked is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of the settlement. The Settlement Administrator's determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding on the Class Member and the Parties.

Thirty-three and one-third percent (33.3%) of each Individual Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants' share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Settlement Share.

Sixty-six and two-thirds percent (66.7%) of the Individual Settlement Share is intended to settle each Class Member's claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Settlement Share.

It is strongly recommended that upon receipt of your Individual Settlement Share 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, within two hundred (200) calendar days

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<sup>2</sup> A Participating Class Member is a Class Member who does not exclude themselves from the Settlement.

after the checks are mailed, pay 25% of any uncashed check funds to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, and the remaining 75% of the uncashed check funds to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch pursuant to Code of Civil Procedure section 384(b)(3)(A)-(C). The Settlement Administrator will not issue 1099 or W-2 forms to Participating Class Members who do not cash their Individual Settlement Share checks.

**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 Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one third of the Gross Settlement Amount (\$233,310) for attorney fees and \$30,000 for litigation costs.

Defendants have paid all of its own attorneys' fees and costs.

Plaintiff Motta will also be paid, subject to Court approval, an amount not to exceed \$7,500, 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. Please refer to the Roadrunner Central Cal class action Settlement. You can also access case documents free of charge by visiting a website set up and maintained by the Settlement Administrator by visiting [www.\[INSERT\].com](http://www.[INSERT].com).

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 refer to the underlying documents and papers on file with the Court at 1221 Oak Street, Oakland, California 94612 or obtain them for a nominal fee by visiting the Alameda Superior Court website by visiting [publicrecords.alameda.courts.ca.gov](http://publicrecords.alameda.courts.ca.gov) and inputting the case number RG15770011. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

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