

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

December 15, 2023

Date of Report (Date of earliest event reported)

Commission File Number	Exact name of registrant as specified in its charter State or other jurisdiction of incorporation or organization Address of principal executive offices Registrant's telephone number, including area code	IRS Employer Identification No.
001-05152	PACIFICORP (An Oregon Corporation) 825 N.E. Multnomah Street Portland, Oregon 97232 888-221-7070	93-0246090

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Registrant	Securities registered pursuant to Section 12(b) of the Act:
PACIFICORP	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported, multiple complaints were filed against PacifiCorp following a series of wildfires in Oregon in September 2020, including certain complaints associated with the Archie Creek, French Creek, Susan Creek and Smith Springs Road fires (collectively, the "Archie Creek Complex Fire") that were consolidated into the Roseburg Resources Co et al. ("Roseburg") complaint.

On December 15, 2023, PacifiCorp entered into settlement agreements with 10 companies with commercial timber interests associated with the Archie Creek Complex Fire (the "Settlement Agreements") for a total settlement amount of \$250 million. The Settlement Agreements resolve all the Archie Creek Complex Fire claims filed by commercial timber plaintiffs, and the respective settlement amounts are consistent with amounts previously accrued for the Labor Day 2020 wildfires. Refer to Note 9 of the Notes to Consolidated Financial Statements of PacifiCorp in Part I, Item 1 of the September 30, 2023, Form 10-Q, for a further discussion of the Labor Day 2020 wildfires.

The Settlement Agreements do not address the damages sought by the previously disclosed U.S. or Oregon Department of Justice claims associated with the Archie Creek Complex Fire and are incremental to the previously announced settlement agreements entered into on December 5, 2023, which settled substantially all the Archie Creek Complex Fire claims filed by individual plaintiffs.

A form of the settlement agreements referenced above ("Form of Settlement Agreement"), is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

From time to time, PacifiCorp may post information related to the wildfire litigation in the About section of its website (at <https://www.pacificorp.com>). This information may be considered material information not otherwise publicly available at the time of posting. Such disclosure may serve as the initial public announcement of wildfire litigation developments for purposes of Regulation FD. As such, you are encouraged to visit the site regularly for new and developing information related to the wildfire litigation. Any information available on or through PacifiCorp's website is not part of this Form 8-K and the foregoing web address is included as an inactive textual reference only. PacifiCorp undertakes no obligation to update or revise any such information, whether as a result of new information, future events or otherwise, except as may be required under applicable securities law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Form of Settlement Agreement, dated December 12, 2023.
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104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
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Forward-Looking Statements

This report (including exhibits) contains statements that do not directly or exclusively relate to historical facts. These statements are "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act and include, but are not limited to, any statements relating to developments in the wildfire litigation, a matter that by its nature is very likely to change, is unpredictable and will continue to evolve over time, as well as the impact of such proceedings on PacifiCorp's operating results, cash flows, and liquidity. Forward looking statements can typically be identified by the use of forward-looking words, such as "will," "may," "could," "intend," "potential" and similar terms. These statements are based upon PacifiCorp's current intentions, assumptions, expectations and beliefs and are subject to risks, uncertainties and other important factors. Many of these factors are outside the control of PacifiCorp and could cause actual results to differ materially from those expressed or implied by such forward-looking statements. These factors include, among others, considerations that may be disclosed from time to time in PacifiCorp's filings with the United States Securities and Exchange Commission (the "SEC") or in other publicly disseminated written documents. PacifiCorp undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities law. The foregoing factors should not be construed as exclusive.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PACIFICORP

Date: December 18, 2023

/s/ Nikki L. Kobliha

Nikki L. Kobliha

Vice President, Chief Financial Officer and Treasurer

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, including the exhibits thereto (“Agreement”), is made effective as of December 12, 2023 (the “Effective Date”) between [Plaintiff] (collectively, the “Settling Plaintiff” or “Settling Plaintiffs”¹) and PacifiCorp d/b/a Pacific Power (the “Settling Defendant”). The Settling Plaintiffs and Settling Defendant enter into this Agreement to formally resolve any and all claims between the Settling Plaintiffs and Settling Defendant for damages relating to the Settling Plaintiffs’ claims arising from the Archie Creek Complex Fire (as defined below).

PARTIES

This Agreement is made and entered into by and between the Settling Plaintiffs and the Settling Defendant (collectively referred to as the “Settling Parties” or “Parties”).

RECITALS

A. The Settling Plaintiffs’ claims arise from wildfires starting on or around September 8, 2020, in Douglas County, Oregon, including but not limited to the Archie Creek Fire (also known as the Williams Creek Fire), the Susan Creek Fire (also known as the Star Mountain Fire or Smith Springs Road Fire), the Smith Springs Road Fire, and the French Creek Fire, (collectively, the “Archie Creek Complex Fire”). The Settling Plaintiffs have alleged that they incurred losses when electric facilities owned and operated by Settling Defendant caused or contributed to the ignition of the Archie Creek Complex Fire incident. The Settling Plaintiffs filed a lawsuit in Douglas County Circuit Court relating to the Archie Creek Complex Fire (the “Action”).²

B. The Settling Defendant has denied and continues to deny all material allegations made by the Settling Plaintiffs in the Action.

C. This Agreement is entered into solely for purposes of compromise. The Parties expressly agree and acknowledge that neither this Agreement nor any act performed hereunder is, or may be deemed, an admission or evidence of the validity or invalidity of any allegations or claims of the Settling Plaintiffs and the Settling Defendant, nor is this Agreement or any act performed hereunder to be construed as an admission or evidence of any wrongdoing, fault, omission or liability on the part of Settling Defendant. This is a settlement of a disputed matter, and Settling Defendant specifically and expressly denies any fault or liability to the Settling Plaintiffs or any other party with respect to the Archie Creek Complex Fire.

¹ All references herein to the plural shall include the singular, and all references to the singular shall include the plural.

² The Settling Plaintiff or Settling Plaintiffs joined multiple other plaintiffs in the Action. This Agreement is executed by only the Settling Plaintiff or Settling Plaintiffs as defined herein.

D. The Settling Parties intend that this Agreement resolves any and all claims and disputes relating to or arising out of the Archie Creek Complex Fire between the Settling Plaintiffs and the Settling Defendant, and except as otherwise stated herein provides for consideration in full settlement and discharge of all disputes, rights, claims, and causes of action which are, or might have been, the subject matter of the Action, whether filed or not.

The Settling Parties hereby agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** Each of the Recitals set forth above is incorporated by reference into this Agreement.

2. **STRUCTURE OF THIS AGREEMENT.** This Settlement Agreement and Release will be signed by each Settling Plaintiff and approved as to form and content by counsel for each Settling Plaintiff.

3. **PAYMENT.** In consideration for the release set forth herein, and in consideration of the rights and obligations created by this Agreement, Settling Defendant shall pay the Settling Plaintiffs the amount of money identified in Exhibit A (the “Settlement Amount”). The Settlement Amount will be paid no later than December 22, 2023, so long as a copy of this Agreement fully executed by all Settling Plaintiffs and their counsel is transmitted via email to [XXX] of Hueston Hennigan LLP at [XXX] and [XXX] as well as [XXX] of PacifiCorp at [XXX] no later than December 15, 2023. If a copy of this Agreement fully executed by all Settling Plaintiffs and their counsel is transmitted after December 15, 2023, then the deadline for Settling Defendant to pay the Settlement Amount shall be extended by an equal period. By way of example only, if a copy of this Agreement fully executed by all Settling Plaintiffs and their counsel is transmitted on December 19, 2023, then the deadline for Settling Defendant to pay the Settlement Amount shall be extended to December 26, 2023. The Settlement Amount shall be paid in the method specified in Exhibit A and reported to the Tax ID number as identified on Exhibit A.

The Settling Plaintiffs shall have the sole responsibility for the division and distribution of the Settlement Amount to and among them. The Settling Plaintiffs agree to indemnify, defend, and hold Settling Defendant harmless from any and all claims, demands, causes of action, or disputes of any kind or nature related to the allocation or distribution of the Settlement Amount to and among them.

4. **WARRANTY.** Settling Plaintiffs represent and warrant that they were the owners of the property that is the subject of the Settling Plaintiffs' claims in the Action at the time of the Archie Creek Complex Fire and that no other person or entity had any rights, title, or interest in or to the property that is the subject of the Settling Plaintiffs' claims in the Action at the time of the Archie Creek Complex Fire. Settling Plaintiffs further represent and warrant that they have not, by operation of law or otherwise, heretofore assigned or otherwise transferred, or attempted to assign or transfer, any claim or claims against Settling Defendant.

5. **DISMISSAL OF ACTION.** The Settling Plaintiffs shall, within five (5) business days of payment of the Settlement Payment as set forth in Paragraph 3 herein, file a Stipulated Limited Judgment of Dismissal pursuant to ORCP 67B dismissing, with prejudice and without attorneys' fees or costs, any and all claims relating to or arising out of the Archie Creek Complex Fire, including any claims that have been asserted in the Action as well as any claims against any third party who might pursue indemnification from Settling Defendant. The Stipulated Limited Judgment of Dismissal shall be agreed upon by the Parties and filed by the Settling Plaintiffs.

6. **LEGAL FEES AND COSTS.** The Settling Parties acknowledge and agree that they will bear their own costs, expenses, and attorneys' fees arising out of and/or connected with the Settling Plaintiffs' claims in the Action, the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith. The Parties hereby expressly waive any right to recover attorneys' fees that may otherwise exist in their favor with respect to the claims included in the release set forth in Paragraph 7 expressly including any claimed right to shift the burden of such costs and fees to the opposing party through any state or federal cost- or fee-shifting statute or rules.

7. **RELEASE OF CLAIMS.**

7.1 In consideration of the full and timely performance of all terms and conditions as set forth in this Agreement, the Settling Plaintiffs (on behalf of themselves, and any of the following persons to the extent the Settling Plaintiffs have the authority to release such claims: their respective heirs, successors, assigns, family members, agents, representatives, parents, subsidiaries, shareholders, officers, directors, partners, managers, employees, former employees, sureties, administrators, trustees, members, principals, and beneficiaries) hereby fully and forever waive, relinquish, release and discharge Settling Defendant and its respective successors, assigns, agents, representatives, shareholders, officers, directors, partners, managers, employees, former employees, sureties, insurers, administrators, trustees, members, principals, beneficiaries, and all persons, firms, associations, parents, subsidiaries, and/or corporations connected with it, and each of them, from any and all claims, demands, controversies, losses, damages, actions, causes of action, debts, liabilities, costs and expenses

(including, without limitation, attorneys' fees, experts' fees, consultant's fees, and court costs), liens and obligations of every kind or nature whatsoever, in law or equity, in contract, tort or otherwise, anticipated or unanticipated, direct or indirect, fixed or contingent, which may presently exist or may hereinafter arise or become known to arise out of, be caused by, or be incurred in connection with the Settling Plaintiffs' claims in the Action.

7.2 In consideration of the full and timely performance of all terms and conditions as set forth in this Agreement, Settling Defendant and its respective successors, assigns, agents, representatives, shareholders, officers, directors, partners, managers, employees, former employees, sureties, insurers, administrators, trustees, members, principals, beneficiaries, and all persons, firms, associations, parents, subsidiaries, and/or corporations connected with it, and each of them, hereby fully and forever waive, relinquish, release and discharge Settling Plaintiffs and their respective heirs, successors, assigns, family members, agents, representatives, parents, directors, subsidiaries, shareholders, officers, directors, partners, managers, employees, former employees, sureties, administrators, trustees, members, principals, and beneficiaries from any and all claims, counterclaims, demands, controversies, losses, damages, actions, causes of action, debts, liabilities, costs and expenses (including, without limitation, attorneys' fees, experts' fees, consultant's fees, and court costs), liens and obligations of every kind or nature whatsoever, in law or equity, in contract, tort or otherwise, anticipated or unanticipated, direct or indirect, fixed or contingent, which may presently exist or may hereinafter arise or become known to arise out of, be caused by, or be related to or incurred in connection with the Settling Plaintiffs' claims in the Action.

8. **LIENS AND TAX LIABILITY.** The Settling Plaintiffs shall defend and indemnify Settling Defendant, together with its respective successors, assigns, agents, representatives, shareholders, officers, directors, partners, managers, employees, former employees, sureties, insurers, administrators, trustees, members, principals, beneficiaries, and all persons, firms, associations, parents, subsidiaries, and/or corporations connected with it, and each of them, against any and all liens, subrogation claims, and other rights that may be asserted by any person against the Settlement Amount or against any recovery by the Settling Plaintiffs.

The Settling Plaintiffs are responsible for any and all tax liability that does or may result from the amount paid in settlement of the Settling Plaintiffs' claims in the Action. The Settling Plaintiffs acknowledge and agree that Settling Defendant has made no representations as to the taxability of the amount paid in settlement of the Settling Plaintiffs' claims in the Action.

The Settling Plaintiffs agree to hold Settling Defendant harmless from any and all claims and penalties relating to or resulting from any claim that Settling Defendant should have withheld any sums from the amount paid in settlement of the Settling Plaintiffs' claims in the Action. The Settling Plaintiffs further agree not to seek or make any claim or claims against Settling Defendant for contribution, indemnity, compensation, recompense, damages, costs, or penalties if a determination is made that the Settlement Amount or any portion thereof should not have been treated as non-taxable. In addition, the Settling Plaintiffs understand and agree that Settling Defendant has no duty to defend against any claim or assertion that the Settlement Amount or any portion thereof should be treated as taxable income, nor any obligation to appeal any determination that said sum or any portion thereof should be treated as taxable income.

9. **CHANGED FACTS.** It is the intention of the Settling Parties that this Agreement shall constitute a full and final accord and satisfaction as to the matters encompassed in the release set forth in Paragraph 7 and a bar to entry of judgment on the Settling Plaintiffs' claims in the Action, as well as a bar to any and all other actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatever nature, character or kind, known or unknown, suspected or unsuspected, by the Settling Plaintiffs against Settling Defendant, arising out of, directly or indirectly, or connected with the Archie Creek Complex Fire or the Settling Plaintiffs' claims in the Action. The Settling Parties acknowledge that they are fully familiar with the facts and assumptions giving rise to this Agreement, but agree that this Agreement shall remain fully effective and binding as to each of them even if the facts or assumptions turn out to be different from what they now believe them to be.

10. **GOOD FAITH.** The Settling Parties agree that the settlement embodied in this Agreement is made in good faith, is the subject of arm's length negotiations, and the consideration supporting the Agreement is fair and appropriate.

11. **COMPROMISE; NO ADMISSION OF LIABILITY.** The Settling Parties agree that this Agreement represents a resolution of disputed liability. Neither the terms of this Agreement nor any payments or acts undertaken pursuant to this Agreement will be used or construed as an admission of liability or wrongdoing whatsoever on the part of any party, which liability or wrongdoing is hereby expressly denied and disclaimed by that respective party.

12. **ENFORCEABILITY OF AGREEMENT.** This Agreement is intended by the Parties to be a settlement agreement binding and enforceable by the Settling Parties. In the event of a dispute arising out of the effect or enforcement of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs actually incurred in relation to resolving the dispute. Determination of whether the fees and costs were reasonable and incurred, as well as the appropriate apportionment of any such fees and costs, shall be left to the sole discretion of the Court or any arbitrator appointed upon the agreement of the Parties. In any dispute with a specific Settling Plaintiff, this Agreement and Exhibit A constitute a full and complete Agreement. The Parties agree that the court may maintain jurisdiction of the case to enforce this Agreement.

13. **BINDING EFFECT.** The terms of this Agreement are binding upon the heirs, successors, and assigns of the undersigned Parties.

14. **MUTUAL CONFIDENTIALITY.** For mutual consideration, it is expressly agreed by the Settling Parties that the terms of this Agreement are to be kept confidential and may not be revealed to any third party except as expressly provided herein or by mutual agreement. The Parties further expressly agree that such confidentiality is of the essence to and a material term of this Agreement. All Parties will take all reasonable precautions to ensure that the terms of this Agreement are not inadvertently revealed.

Except for the Parties' respective parent or holding companies (including each of their officers and board members), regulators (including but not limited to the Federal Energy Regulatory Commission ("FERC")), auditors, agents, attorneys, accountants, employees, managers, members, partners, direct and indirect equity-holders, insurers, insureds, reinsurers, reinsurance intermediaries, reinsurance agents or brokers and accountants, tax preparers, business managers, financial advisers and consultants, valuers, investors and/or bookkeepers, the Settling Parties and their counsel agree not to disclose, divulge, publish, broadcast, or state to any third-party individual or entity the terms and conditions of this Agreement. Notwithstanding the foregoing, the parties are allowed to state "PacifiCorp and [Plaintiff] have resolved/settled their dispute." Also notwithstanding the foregoing, this Agreement may be disclosed by the Settling Parties: (a) as required by applicable law, including tax and securities laws; (b) as required by court order; (c) as required by an order, ruling, or rule by the FERC or an Administrative Law Judge; (d) in any action or proceeding (including arbitration) where the existence or terms of this Agreement are at issue or for the purpose of enforcing this Agreement; and (e) by written agreement of the Parties.

In the event that a court or regulatory agency issues a subpoena, court order, or other valid legal process requiring disclosure of the terms and conditions of this Agreement or production of the Agreement itself, the receiving Party or its counsel shall give immediate notice to the other affected Parties, to the extent legally permitted, identifying the subpoena, court order, or other valid legal process, and the time in which production or disclosure is required. Notice pursuant to this paragraph shall be provided in writing and via electronic mail as follows:

If to Settling Defendant:

PacifiCorp
Office of the General Counsel
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84117
[XXX]

If to Settling Plaintiffs, notice shall be provided in accordance with Exhibit A.

15. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement represents and contains the entire understanding of the Parties. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The Parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement to induce the Parties to execute this Agreement. The Parties, and each of them, acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained in this Agreement. Each of the Parties further represents and declares that it, acting through its representatives, has carefully read this Agreement and knows its contents, and has signed this Agreement freely and voluntarily. This Agreement supersedes any and all prior oral or written agreements, representations and understandings concerning the subject matter of this Agreement. No representation, warranty, condition, understanding, or agreement of any kind concerning the subject matter of this Agreement shall be relied upon unless set forth in this Agreement. This Agreement may not be modified or amended except by an express written agreement signed by the Parties hereto that are affected by the change. No waiver shall be binding unless executed in writing by the Party making the waiver.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

16. **PREPARATION OF AGREEMENT.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. This Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

17. **AUTHORITY.** Each signatory hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she signs. This Agreement is freely and voluntarily entered into and executed upon the advice of Parties' respective counsel.

18. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision, provided that in the event that any of the Paragraphs 2 through 6 above are held to be invalid or unenforceable, the Agreement shall be terminable by either party.

19. **COUNTERPARTS AND EXECUTION BY FACSIMILE.** This Agreement may be executed in separate original counterparts that together shall form one binding Agreement. The Parties agree that facsimile, scanned, or electronic signatures shall suffice and be binding on them with respect to the execution of this Agreement.

20. **FURTHER ASSURANCES.** The Settling Parties shall perform any further acts, and execute and deliver any documents that may be reasonably necessary to carry out the intent of this Agreement.

21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Oregon without reference to conflict of laws principles. Any disputes under this Agreement shall be brought in the state courts of Douglas County, Oregon, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND EXPRESSLY CONSENT THERETO. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK ADVICE OF COUNSEL, AND ENTER INTO THIS AGREEMENT HAVING RECEIVED SUCH ADVICE.

SIGNATURES OF THE SETTLING PARTIES:

DATED: _____ For: _____

For: _____
[Plaintiff]

DATED: _____ For Settling Defendant PACIFICORP

For: _____
Ryan Flynn
Senior Vice President and Chief Legal
Officer – PacifiCorp

APPROVED SOLELY AS TO FORM AND CONTENT:

DATED: _____ **WATTS GUERRA**

By: _____
Mikal C. Watts
Attorney for Settling Plaintiffs

DATED: _____ **HUESTON HENNIGAN LLP**

By: _____
Douglas J. Dixon
Attorney for Defendant PACIFICORP

EXHIBIT A

Settling Plaintiffs: [Plaintiff]

Loss Location: [XXX]

Plaintiffs Dates of Birth: [XXX]

Current Address: [XXX]

Action: [XXX]

Method of Payment: The Settlement Amount shall be made by wire transfer to Watts Guerra LLC:

Account Holder	[XXX]
Bank Name	[XXX]
Bank ABA	[XXX]
Bank Account	[XXX]
Taxpayer ID	[XXX]

Settlement Amount: [\$XX.XX] For the avoidance of doubt, no portion of the Settlement Amount is for punitive damages.