

IMPORTANT LEGAL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO

TANIKA TURLEY and CHRISTOPHER THOMPSON, individually and on behalf of all others similarly situated,
Plaintiff,
v.
CHIPOTLE SERVICES, LLC,
Defendants.

CASE NO. CGC-15-544936

NOTICE OF PRIVATE ATTORNEY GENERAL ACT (“PAGA”) AND CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING

TO: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES OF DEFENDANT THAT WERE HIRED BEFORE AUGUST 1, 2014, AND WORKED IN CALIFORNIA AT ANY TIME FROM OCTOBER 1, 2014 THROUGH AUGUST 1, 2020.

A PROPOSED SETTLEMENT AFFECTS YOUR RIGHTS.

PLEASE READ THIS NOTICE CAREFULLY.

1. A proposed settlement of the above-captioned class action (“the Litigation”) filed in the San Francisco County Superior Court (“the Court”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Litigation. The Gross Settlement Amount is \$1,750,000. (This amount may increase if the number of Class Members exceeds 6,993 by more than 10 percent, or if the number of wage statements exceeds 73,665 by more than 10 percent. In such a case, the Gross Settlement will increase by a proportionate percentage for all additional Class Members or wage statements). Plaintiffs will ask that the \$1,750,000 payment be used to cover up to \$583,275 in attorney’s fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in a total enhancement payment to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the payment, estimated to be \$1,039,225, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked during the period from October 1, 2014 to December 31, 2015 (the “Calculation Period”). The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member’s settlement recovery. The parties believe that this manner of distribution is fair and equitable because it gives greater weight to the workweeks during the time for which the Court previously certified a claim and when the most violations allegedly occurred.

2. The Court has ordered that this Notice of Class Action Settlement and Settlement Hearing (the “Class Notice”) be sent to you because you may be a Settlement Class Member. The purpose of this Class Notice is to inform you of the settlement of this Litigation and your legal rights under the Class Action Settlement Agreement and Release of Claims (the “Settlement Agreement”). The proposed settlement will resolve all claims for “Settlement Class Members,” defined as follows:

The settlement “Class” shall consist of any current or former employee of Chipotle who was hired before August 1, 2014 and who worked in California at any time between October 1, 2014 and August 1, 2020 (“Class Period”). Each person in the class is a “Class Member,” and all such persons are referred to as the “Class.”

Excluded from the Class are any California employees that are members of the collective action in the currently pending *Turner v. Chipotle Mexican Grill, Inc., Case No. 1:14-cv-02612-JLK-CBS* or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit against Defendant as of August 1, 2020.

PARTICIPATION AND OBJECTIONS

3. To receive a payment from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, and the settlement receives final approval, you will be mailed a check from the settlement at your address of record.

4. If you wish to object to the settlement in writing, you must submit an objection to the Settlement Administrator (an “Objection”), and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than January 2, 2021. Alternatively, you can appear at the final approval hearing for the settlement. Detailed instructions for submitting an objection are set forth below.

5. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement. (The release is described below in paragraph 24.) Even if a Class Member objects, that Class Members will still participate in the Settlement and will still be mailed a check at their address of record if the Settlement is approved.

EXCLUSIONS

6. The only way for you to be part of any other lawsuit or arbitration against Chipotle involving the legal claims that are being released in this settlement (see paragraph 24) is to submit the enclosed Request for Exclusion from Class Action (an “Exclusion Form”) to the Court-appointed settlement administrator (the “Settlement Administrator”) postmarked no later than January 2, 2021. This is called an “Opt Out”. Alternatively, you can submit your own written request for exclusion. Detailed instructions for requesting exclusion are set forth in paragraph 32 below.

FINAL APPROVAL

7. A hearing on the final determination of the adequacy, reasonableness and fairness of the settlement will be held at 9:15 a.m. on February 19, 2021 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102. You are not required to attend this hearing.

SUMMARY OF LITIGATION

8. On March 25, 2015, Plaintiff Tanika Turley (“Turley”) filed a complaint against Chipotle with class claims under the California Labor Code and Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2699, 2699.3, and 2699.5. Turley alleged that Chipotle had failed timely to pay wages – including all earned wages, final wages, and wages owing on account of interrupted meal periods and rest breaks – to its employees. Turley has also alleged unfair business practices, failure to reimburse expenses, failure to keep accurate records and that Chipotle provided improper wage statements to them and other current and former Chipotle employees (the “Allegations,” collectively).

9. On or about May 23, 2018, Turley filed a Motion for Class Certification for wage statements, meal breaks, rest breaks and continuing wages. On November 2, 2018, the Court granted certification of a “wage statement subclass, narrowed to individuals who did not sign arbitration agreements”. The Court ordered the parties to “confer on the precise wording of the class definition and should consider whether it includes (i) individuals hired before August 1, 2014 or October 2, 2014, and (ii) whether it ends March 30, 2015, or some other date, e.g. in April, 2015.” The Court denied the Motion for Class Certification for the meal breaks, rest breaks and continuing wages. Subsequently, the Parties agreed that the class definition should include individuals hired before August 1, 2014 and end on March 30, 2015.

10. After an exchange of relevant information, Chipotle and Turley agreed to enter into private mediation before a mediator to try and resolve the claims. A mediation was held on October 1, 2019, and the parties reached the settlement that was denied preliminary approval by the Court. Based upon the guidance of the Court, in consultation with the mediator, and following a Mandatory Settlement Conference, the parties entered into a revised settlement, which is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

11. You have received this Class Notice because Chipotle records show you were employed as a Settlement Class Member and your rights may be affected by this settlement.

POSITIONS OF THE PARTIES

12. Chipotle has denied and continues to deny each of the Allegations in the Litigation. Chipotle contends that all of its employees have been provided meal and rest breaks and compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any penalties. Chipotle has repeatedly asserted and continues to assert defenses to the Allegations in the Litigation, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Litigation. Neither the settlement nor any action taken to carry out the settlement may be construed as or may be used as an admission, concession or indication by or against Chipotle of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class other than for purposes of this settlement would be appropriate in this or any other case.

13. Counsel for the Settlement Class (“Class Counsel”) has extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Litigation against Chipotle through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

14. Class Counsel is also aware of the burdens of proof necessary to establish liability for the Allegations, of Chipotle’s defenses thereto, and of the difficulties in establishing damages for the Settlement Class Members. Class Counsel has also taken into account the extensive settlement negotiations conducted by the parties. Based on the foregoing, Class Counsel believes the settlement is fair, adequate and reasonable and in the best interests of the Settlement Class Members.

15. Chipotle has also extensively investigated and researched the facts and circumstances underlying the issues raised in the Litigation, and the law applicable thereto. Although Chipotle believes it has meritorious defenses to the Allegations, Chipotle has concluded that the further defense of this Litigation would be lengthy and expensive for all parties. Chipotle has, therefore, agreed to settle this Litigation in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against it in the Litigation.

16. The Court has not ruled on the merits of the Settlement Class Members' claims. The Court has certified the Settlement Class for settlement purposes only.

PRELIMINARY APPROVAL OF THE SETTLEMENT

17. On October 2, 2020, the Court entered its "Preliminary Approval Order" and, for purposes of the settlement, preliminarily certified a Settlement Class defined as follows:

The settlement "Class" shall consist of any current or former employee of Chipotle who was hired before August 1, 2014 and who worked in California at any time between October 1, 2014 and August 1, 2020 ("Class Period"). Each person in the class is a "Class Member," and all such persons are referred to as the "Class."

Excluded from the Class are any California employees that are members of the collective action in the currently pending *Turner v. Chipotle Mexican Grill, Inc., Case No. 1:14-cv-02612-JLK-CBS* or who have filed individual arbitrations related to that action, as well as any other person who has a pending arbitration or lawsuit against Defendant as of August 1, 2020.

18. In its Preliminary Approval Order, the Court appointed the following attorneys as Class Counsel to represent the Settlement Class in this Litigation:

Alan Harris
David Garrett
HARRIS & RUBLE
655 N. Central Ave., 17th Floor
Glendale, CA 91203
Telephone: (323) 962-3777
Email: HarrisA@harrisandruble.com
DGarrett@harrisandruble.com

David Harris
NORTH BAY LAW GROUP
116 E. Blithedale Ave., Ste. 2
Mill Valley, CA 94941
Telephone: (415) 388-8788
Email: dsh@northbaylawgroup.com

19. If you are a Settlement Class Member, you will be bound by the settlement if it is approved, unless you exclude yourself in the manner described below.

SUMMARY OF SETTLEMENT TERMS

20. Settlement Amount. The Settlement Agreement provides that Chipotle will pay the Gross Settlement Amount of \$1,750,000 (which may increase by a proportionate percentage for additional Class Members or wage statements discovered above the 10% upper limit set forth in the Settlement.). Plaintiffs will ask that the \$1,750,000 payment be used to cover up to \$583,275 in attorney's fees, up to \$25,000 in litigation costs, an estimated \$50,000 in settlement administration costs, up to \$2,500 in total enhancement payments to the class representative, and \$50,000 to the Labor and Workforce Development Agency as penalties under the California Labor Code. The remainder of the payment, estimated to be \$1,039,175, would then be distributed to the Class, estimated to include approximately 7,000 members, based on the number of workweeks worked during the Calculation Period.

21. After the following Court-approved deductions from the Gross Settlement Amount, the amount remaining will be distributed to Settlement Class Members pursuant to a Court-approved plan of allocation based on the number of weeks worked ("Workweeks") during the Calculation Period, as detailed below:

(a) Deductions. The following deductions will be made from the Gross Settlement Amount:

(i) Settlement Administration. The Court has tentatively approved a payment to the Settlement Administrator, Phoenix Settlement Administrators, currently estimated not to exceed \$50,000, as settlement administration expenses to notify the Class and process corrections, objections, and exclusions.

(ii) Attorney's Fees and Expenses. The Court has appointed Harris & Ruble as Class Counsel. Class Counsel has been prosecuting the Litigation on behalf of the Settlement Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. Class Counsel has requested from the Court payment not to exceed 33.33% of the total settlement amount for attorney's fees (\$583,275). Class Counsel has also requested from the Court reimbursement of the actual expenses they have advanced, currently estimated in an amount no more than \$25,000. Payments will be subject to the Court's approval and will be deducted from the settlement amount. The amounts approved will constitute full compensation for all legal fees and expenses of Class Counsel in the Litigation, including any work they do in the future. These attorney's fees are within the range of fees awarded to Class Counsel under similar circumstances in litigation of this type. Settlement Class Members are not personally responsible for any fees or expenses.

(iii) Enhancement Payment to Class Representative Plaintiff. Class Counsel will also seek an “Enhancement Payment” for Plaintiff Turley for acting as the representative on behalf of the Settlement Class in the amount of \$2,500. If approved by the Court, this amount will be paid from the settlement amount to compensate the Plaintiff as class representative plaintiff for services she provided on behalf of the Settlement Class, including initiating and prosecuting this Litigation on behalf of the Settlement Class, as well as reviewing documents and attending strategy sessions and other meetings with Class Counsel.

(iv) PAGA Payment. A net payment of \$50,000 shall be allocated to pay all applicable penalties under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2699, 2699.3, and 2699.5.

(b) Payment to Final Settlement Class Members: Plan of Allocation. The balance of the Gross Settlement Amount, after the deductions described above, will be available for distribution to final Settlement Class Members. Class Members who do not opt out will be mailed a settlement check to their address of record if the settlement is approved. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member’s settlement recovery.

Class Members do not have to submit claims forms or take any action to participate.

22. Class Members who do not affirmatively opt-out of the settlement will be mailed a check for a pro-rata share of the Net Settlement Amount based on pay periods worked during the Calculation Period. All checks shall be good for 180 days from the date of mailing. Following the expiration of 180 days, the Claims Administrator shall inform the parties of the total amount of uncashed checks. If the amount of uncashed checks exceeds \$27,500, then a second round of checks will be mailed to any Settlement Class Member who cashed their checks during the first round. The amount of each check in the Second Distribution shall be equal to a pro rata share of the amount of Uncashed Checks after deductions for postage and handling by the Claims Administrator. Following the Second Distribution, if any, the parties propose that all checks not cashed within 180 days of payment shall be paid to the California pro bono law firm, Public Counsel, as the *cy pres* recipient, subject to Court approval, in accordance with Code of Civil Procedure §384, subd. (b).

23. Payments for Employee and Employer Taxes. The allocation of payment of claims and tax treatment of such claims shall be 25% wages, 25% interest, and 50% penalties. From the portion which is allocated as wages shall be withheld the employee’s share of payroll and income taxes and all other applicable deductions or withholding required by law or expressly authorized by the Class Member, including payments of any garnishments and liens. IRS Forms 1099 and W2 (and any equivalent California form) will be distributed to the final Settlement Class Members (those who have not excluded themselves) reflecting the payments they have been mailed under the settlement. Interest and penalties shall be reported as such (Form 1099 reporting) to the taxing authorities. Final Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they are mailed under the settlement. Final Settlement Class Members are solely responsible for, and waive any claim against Chipotle arising from, any and all tax liability accruing from the receipt of these settlement payments.

24. Release. If finally approved by the Court, the settlement will be binding on all Class Members who do not exclude themselves from the settlement and will bar them from bringing certain claims against Chipotle described below. Effective as of the Final Effective Date, the settlement shall resolve and the class shall release all claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were stated in the Complaints and any Amended Complaints and/or those based upon the factual allegations in the operative Complaints to the maximum extent allowed by law, during the Class Period as follows:

Once the settlement is finalized, all Class Members who have not submitted timely and valid Exclusion Letters will release and discharge Defendant, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were or could have been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out of or reasonably related to the facts, transactions, and occurrences pled in the Complaint, the First Amended Complaint, Second Amended Complaint or the Third Amended Complaint, which are or could be the basis of claims for: (1) unpaid wages; (2) unpaid minimum wages; (3) unpaid or underpaid overtime wages; (4) failure to provide meal periods and claims regarding meal period premium pay; (5) failure to provide rest periods and claims regarding rest period premium pay; (6) failure to reimburse expenses; (7) failure to provide accurate wage statements; (8) failure to timely pay wages upon termination and during employment; (9) claims for unfair competition arising from the facts alleged in the operative complaints; and (10) related claims for penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for California Labor Code sections 201, 202, and 203 (collectively, “Released Claims”). The release will exclude claims for vested benefits, wrongful termination (apart from that of Plaintiff Turley and any other named Plaintiff who will execute general releases of claims under Civil Code section 1542), unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period. The Gross Individual Settlement Payment to Participating Class Members will not result in any additional benefit payments beyond those provided by this Agreement to Plaintiff and Participating Class Members. Participating Class Members will be deemed to have waived all such claims for benefits premised upon the Gross Individual Settlement Payments to them, whether known or unknown by them, as part of their Released Claims under this Agreement.

25. **Condition of Settlement.** This settlement is conditioned upon the Court entering a final approval order at or following the final approval hearing approving the Settlement Agreement as fair, reasonable, adequate and in the best interests of the Settlement Class.

PROCEDURE FOR SEEKING MONETARY RECOVERY

26. To be mailed a check from the settlement, you need not take any action, except that you should update the Claims Administrator with your new address if you move. If you do nothing, you will be mailed a check from the settlement if it receives final approval. Settlement Class Members will be mailed a settlement check at their address of record based upon their Workweeks worked during the Calculation Period. The more workweeks a Class Member worked during the Calculation Period, the greater that Class Member's settlement recovery. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Class Members who have not opted out, and the judgment will bar all Class Members from bringing any claims released in the Settlement.

27. A Workweek Correction Form is enclosed. (If you need an extra copy, contact the Settlement Administrator at the address or telephone number above). If any information in your Form is incorrect, please make corrections and mail the completed Form postmarked by January 2, 2021 to the Settlement Administrator at the following address:

Turley v. Chipotle
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Fax: (949) 209-2503

28. For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other requested information if it is not already filled in. If you wish to have confirmation that the Settlement Administrator has received your Form, please send your Form to the Settlement Administrator by certified U.S. Mail with a return-receipt request. **You need not do anything or return the Form if all the information is correct.**

29. If you believe the number of Workweeks listed on the Correction Form is incorrect, you may indicate what you believe is the correct number of Workweeks on the Correction Form. You may also send any documents or other information that support your belief. You should only send copies of documents, and retain originals for your records. The Settlement Administrator will resolve any dispute regarding the dates you worked for, based on Chipotle records and any information that you provide.

30. If you are a Class Member and you do not elect to exclude yourself from this settlement through the exclusion procedure described in paragraph 32 below, you will be bound by all of the provisions of the Settlement Agreement, including a full release of claims that will prevent you from separately suing Chipotle or any of the other parties released by the Settlement Agreement for the matters being settled in this case (see paragraph 24 of this Notice). The checks will be negotiable for 180 days after they are issued.

31. AGAIN, IF YOU DO NOTHING, YOU WILL BE MAILED A CHECK FOR A SHARE OF THE SETTLEMENT AMOUNT IF GRANTED FINAL APPROVAL, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE.

PROCEDURE FOR EXCLUDING YOURSELF FROM THE SETTLEMENT

32. Class Members may exclude themselves from the Settlement Class by submitting an enclosed copy of the Exclusion Form to the Settlement Administrator at the address listed in paragraph 27, above, postmarked on or before January 2, 2021. To exclude yourself, you must complete the Exclusion Form in its entirety, or in the alternative, submit a letter to the Settlement Administrator which includes your name (and former names, if any), current address, telephone number and a signed statement in substantially the same form as follows: "Please exclude me from the proposed Settlement Class in *Turley v. Chipotle*, Case No. CGC-15-544936." Persons who submit valid and timely Exclusion Forms will not participate in the settlement and will not be bound by either the settlement or the Court's final approval order in this Litigation. Do not file the Exclusion Form with the Court.

PROCEDURE FOR OBJECTING TO THE SETTLEMENT

33. If you are a Settlement Class Member and believe that the Settlement Agreement should not be finally approved by the Court for any reason, or if you object to the proposed Enhancement Payment to the Class Representative Plaintiff or the attorneys' fees and expenses to Class Counsel and want the Court to consider your objection, then on or before January 2, 2021, you may object in writing. In that case, you must mail, email or fax a written objection in which you state the basis of your objection with to Settlement Administrator at the address listed in paragraph 27. Any written objection must include your name, signature and address, and a statement of the basis for each objection asserted. All objections or other correspondence must state the name of the case, *Turley v. Chipotle*, Case No. CGC-15-544936. Any Settlement Class Member who has elected not to participate by following the procedure set forth above in paragraph 32, may **not** submit an objection to the Settlement.

34. Alternatively, you can appear and object in person at the hearing scheduled for 9:15 a.m. on February 19, 2021 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102. If you object to the settlement, you will remain a Settlement Class Member, and if the Court approves the settlement, you will be bound by the terms of the Settlement Agreement in the same way as Settlement Class Members who do not object. To object, you are *not* be required to either: (1) appear, either personally or through counsel, at the hearing on the motion for final approval for your written objection to be considered; or (2) file or serve a notice of intention to appear at the hearing on the motion for final approval of the settlement.

HEARING ON THE SETTLEMENT

35. Notwithstanding the statements above, **you are not required to attend the final approval hearing.**

36. Again, the final approval hearing on the adequacy, reasonableness and fairness of the settlement will be held at 9:15 a.m. on February 19, 2021 in Department 304 of the San Francisco County Superior Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102. Either Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the hearing of the motion for final approval.

37. You may object, personally or through an attorney, to the settlement by following the procedures outlined in paragraphs 33-34, above.

CHANGE OF ADDRESS

38. If you move after receiving this Class Notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this Litigation and the settlement to be sent to a different address, you should send your current preferred address to the Settlement Administrator.

ADDITIONAL INFORMATION

39. This Class Notice is only a summary of the Litigation and the Settlement Agreement. For a more detailed statement of the matters involved in the Litigation and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Litigation (including the Plaintiff's motion for preliminary approval of the Settlement Agreement and supporting papers), which may be inspected at the Office of the Clerk of the Superior Court of California, County of San Francisco, located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California, 94102, during regular business hours of each court day. The case file may also be viewed online and downloaded for free at the court's website at <https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?>. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Alan Harris filed on September 4, 2020. The Settlement Administrator will also post relevant documents on its website at www.phoenixclassaction.com/turley-v-chipotle, including the Settlement Agreement, the Court Order(s) and Final Judgment, if entered.

40. All inquiries by Settlement Class Members regarding this Class Notice and/or the Settlement Agreement, should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR JUDGE WITH INQUIRIES.