

CAUSE NO. 2019-33415

ABEL AND NANCY VERA, et al.
Plaintiffs,

vs.

**FIGURE FOUR PARTNERS, LTD., PSWA, INC.,
and REBEL CONTRACTORS, INC.**
Defendants.

§ **IN THE DISTRICT COURT OF**
§
§
§ **HARRIS COUNTY, TEXAS**
§
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§
§ **234th JUDICIAL DISTRICT**

**ORDER APPROVING THE ESTABLISHMENT OF THE
ELM GROVE SETTLEMENT FUND**

Upon the Motion of Plaintiffs, and for good cause shown, the Court hereby ORDERS as follows:

1. Establishment of the Elm Grove Settlement Fund (the “Fund”) is approved, and the Court retains jurisdiction thereof. The Fund shall be operated in a manner consistent with the rules of Treasury Regulation Section 1.468B-1. The Fund shall remain open to receive settlement amounts consistent with the terms of Confidential Master Settlement Agreement (“MSA”) between The Webster Law Firm and Spurlock & Associates, P.C. (collectively, “Plaintiffs’ Counsel”) and Perry Homes LLC, Figure Four Partners, Ltd., PWSA, Inc., LJA Engineering, Inc., Rebel Contractors, Inc., Double Oak Construction, Inc., Texasite, LLC, and Concourse Development, LLC (collectively “Defendants”), subject to approval by Defendants, as described in the accompanying Motion.

2. The Court further appoints ARCHER Systems, LLC as the Administrator, pursuant to the terms, conditions, indemnification, and restrictions described in accompanying Motion, and the Administrator is given the authority to conduct any and all activities necessary to administer The Fund, in accordance with the accompanying Motion.

3. The Fund shall be held at Spirit of Texas Bank, a financial institution doing business in Houston, Texas (the "Custodian"). The Custodian shall be responsible for any and all investment-related decisions, pursuant to the terms and conditions described in the accompanying Motion.

4. The Administrator shall not authorize any distributions of income or principal from the Fund without joint written direction of all Plaintiffs' Counsel and all Defendants and in accordance with the terms of the Master Settlement Agreement.

5. The purpose of this lawsuit is to facilitate the settlement of claims. No adjudication of Defendants' alleged liability shall be made in this lawsuit.

SIGNED this ____ day of _____, 2021.

Signed:
8/16/2021



JUDGE PRESIDING

