# EXHIBIT 1

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#### JOINT STIPULATION OF SETTLEMENT AND RELEASE

Plaintiff Jon Nicolet, individually and on behalf of a class of others similarly situated ("Plaintiff"), and Butterball, LLC ("Butterball"), have entered into this Settlement Agreement and Release ("Agreement") to settle all issues between them. Except to the extent governed by federal law, the interpretation of this Agreement shall be governed by the statutes and common law of Missouri, excluding any that mandate the use of another jurisdiction's laws.

### I. BACKGROUND

#### A. Procedural History and Mediation

Plaintiff filed this lawsuit on March 13, 2013, in the Nineteenth Judicial Circuit Court, Cole County, Missouri. On May 24, 2013, Butterball removed the case to the United States District Court for the Western District of Missouri, where it is pending as *Jon Nicolet v*. *Butterball, LLC*, cause number 13-cv-4138 (NKL). On September 19, 2013, Plaintiff filed a motion for leave to file an amended complaint. While Butterball was preparing its memorandum in opposition to that motion, the parties agreed to mediate the claims in the case, including the claims alleged in the proposed amended complaint. On October 11, 2013, the parties filed a joint motion to stay the proceedings pending the mediation, which the Court granted on October 17.

The parties retained as their private mediator Joseph Dixon of Minneapolis, who is an experienced and well respected mediator. In preparation for the mediation session, the parties spoke with the mediator on multiple occasions and submitted to him their confidential mediation memoranda. On November 25, the parties attended a day-long mediation with the mediator. After intense negotiations, the parties reached agreement on the terms of a class settlement that evening, subject to court approval. The Parties believe they were fully and adequately informed of all facts necessary to evaluate the case for settlement.

#### B. Defendant's Denial of Wrongdoing

Defendant contends that it complied with the Fair Credit Reporting Act and that any alleged failure to send pre-adverse action notifications to applicants or otherwise comply with the FCRA was not willful. Defendant has denied and continues to deny each of the claims and contentions alleged or sought to be alleged by the Named Plaintiff in this Action and denies any wrongdoing or legal liability arising out of any facts or conduct alleged or sought to be alleged in the Action. Nevertheless, Defendant has concluded that further litigation would be protracted and expensive and would divert management and employee time. Defendant has taken into account the uncertainty and risk inherent in litigation and concluded that it is appropriate to fully and finally settle this Action in the manner and upon the terms set forth in this Agreement. Neither this Agreement, nor any document referred to or contemplated in this Agreement, nor any action taken to carry out this Agreement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability of any kind.

### II. Terms

The parties agree as follows:

### A. **DEFINITIONS**

1. <u>Action</u> means this action, *Jon Nicolet v. Butterball, LLC*, 13-cv-4138 (W.D. Mo.).

2. <u>Butterball or Defendant means Butterball, LLC.</u>

<u>Claim Form(s)</u> means the last page of Exhibit A which, to recover a portion of the Settlement Payment, each Class Member must complete and mail, via first-class U.S. mail, within sixty (60) days following mailing of the Notice of Settlement.

4. <u>Class Member(s)</u> means: (a) the Named Plaintiff Jon Nicolet; and (b) job applicants who applied to work for Butterball in Carthage, Missouri, during the time frame of March 13, 2011 through September 30, 2013, and who are identified in the Class List attached as Exhibit B.

<u>Class Counsel</u> means Charles Jason Brown and Jayson A. Watkins, Brown
& Associates LLC, Gower, Missouri 64454.

6. <u>Class Representative or Named Plaintiff</u> means Jon Nicolet.

<u>Court</u> means the United States District Court for the Western District of Missouri.

 <u>Covered Period</u> means 12:01 A.M on March 13, 2011 through September 30, 2013.

9. <u>Final Approval Order</u> means the Court's Order Granting Final Approval of Class Action Settlement.

10. <u>Litigation</u> means this Action, Case No. 13-cv-4138 (W.D. Mo.).

11. <u>Notice of Settlement</u> means the forms approved by Class Counsel and Defendant and attached as Exhibit A, subject to Court approval, which the Settlement Administrator will mail, via first-class U.S. mail, to each Class Member to explain the terms of the settlement and the claims process.

12. <u>Settlement Administrator</u> means Simpluris Inc. ("Simpluris"), which has been designated jointly by the parties to administer the settlement pursuant to this Settlement Agreement and orders of the Court and whose costs will be paid by Defendant as part of the settlement amount.

13. <u>Settlement Class</u> means the Class Representative and all Class Members, but does not include any Class Members who timely opt-out of the settlement.

14. <u>Settlement Fund</u> means the amount of \$63,000 (Sixty-three thousand dollars) available to be paid by Defendant in settlement of the claims of the Class Members, as described in Section II.D, below.

15. <u>Party or Parties</u> means the Class Members and Defendant.

16. <u>Released Person(s)</u> means Butterball, all current and former parents, subsidiaries, or corporate siblings, and, with respect to each of them, their predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, and insurers.

17. <u>Settlement Effective Date</u> means the first day following the last of the following occurrences: (a) thirty (30) days after the issuance of the Court's Final Approval

Order; (b) if an objection has been made to final approval of the settlement, the date on which the objector's time to appeal the Final Approval Order has expired with no appeal or other judicial review having been taken or sought; or (c) if an appeal of the Final Approval Order has been timely filed, the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

### **B. PRELIMINARY APPROVAL**

 The parties have agreed upon a form for written Notice of this Settlement Agreement to Class Members, subject to Court approval, a copy of which is attached to this Agreement as Exhibit A.

2. Within fifteen (15) days after execution of this Settlement Agreement, the Plaintiff will petition the Court for an order, (a) preliminarily certifying the Settlement Class; (b) preliminarily approving this Settlement Agreement; (c) approving Simpluris to mail Notice to Class Members describing the terms of the Settlement and informing them of their rights to submit objections and to opt out; (d) appointing Class Counsel; (e) preliminarily enjoining, pending the outcome of the Settlement Hearing, all members of the Settlement Class from commencing, prosecuting or maintaining any claim already asserted in, and encompassed by, this Action.

3. If Preliminary Approval is granted, a briefing schedule and Settlement Hearing date will be set at the Court's convenience. The parties' Motion for Final Approval and for Certification of the Settlement Class will be due no earlier than fifteen (15) days after the close of the objection and opt-out period, and the Settlement Hearing will be held no earlier than twenty-one (21) days after the close of the objection and opt-out period.

4. The time periods referenced in this Section II.B.3 are guidelines; actual dates will be inserted in the Preliminary Approval Order by the Court.

### C. SETTLEMENT ADMINISTRATOR

The Settlement Administrator will: (1) run all Class Member addresses through the U.S. Postal Service's National Change of Address database prior to the mailing of the Class Notice; (2) mail the Class Notice; (3) seek additional information from Class Counsel or Defense Counsel when appropriate or necessary; (4) receive and file opt-out statements, objections and rescissions of opt-out statements; (5) provide a copy of all timely submitted Claim Forms to Class Counsel and Defense Counsel at the conclusion of the objection and opt-out period; (6) establish a Qualified Settlement Fund ("QSF") which will, following entry of the Final Approval Order, distribute the settlement payments as provided in Section II.D of this Agreement; (7) enforce the deadlines for claimants to submit their Claim Forms and for Class Members to affirmatively opt-out; and (8) perform any other duties necessary to carry out its responsibilities as set forth in this Agreement. The Settlement Administrator will serve as trustee of the Settlement Fund and will act as a fiduciary with respect to the handling, management, and distribution of the Settlement.

#### **D. BENEFITS**

1. <u>Settlement Fund</u>. In exchange for the release of claims in Section II.E., below, Defendant will make available a total fund of approximately \$63,000.00 ("Settlement Fund") to settle the claims of all members of the settlement class, inclusive of (a) all individual payments to the Named Plaintiff and Class Members who timely return signed Claim Forms; (b) the enhancement payment to the Named Plaintiff; (c) attorneys' fees and costs; and (d) the costs of the settlement claims administration, which Defendant estimates to be \$14,000, but which could be somewhat lower or higher. To the extent that the cost of settlement claims administration is lower or higher than \$14,000, the amount of the Settlement Fund will be adjusted downward or upward accordingly; provided however, that the amount to be paid to class members who submit a timely Claim Form will not be affected by the final amount of the claims administration cost.

2. <u>Payments to Class Members</u>. Settlement payments to class members are on a claims-made basis. All class members will be mailed a class notice along with a Claim Form. To qualify to receive a payment from the Settlement Fund, a class member must return a signed Claim Form to the settlement administrator. Class members who do not return the Claim Form will not receive their share of the Settlement Fund. The amount to be paid to each class member who timely returns a signed Claim Form is calculated by dividing (a) the \$63,000 Settlement Fund, less the court-approved amounts for attorneys' fees and costs and the enhancement payment to the Named Plaintiff, and less the cost for settlement administration, by (b) the 1,147 class members. The payment to each class member who timely returns a signed Claim Form will receive a settlement check of not less than \$21.80. The settlement checks will be mailed within 30 days of the Settlement Effective Date.

3. <u>Unclaimed Settlement Payments</u>. All Class Members who submit timely Claim Forms and are sent settlement checks shall have 90 days to cash their checks. Any uncashed settlement checks will revert to the Qualified Settlement Fund and the amount of the uncashed checks will be distributed by the Settlement Administrator to Legal Aid of Western Missouri, 1125 Grand Avenue, Suite 1900, Kansas City, MO 64106, within 30 days of the expiration of the 90-day period within which Class Members must cash their settlement checks.

4. <u>Attorneys' Fees and Costs</u>. The amount for attorneys' fees and costs to be paid to Class Counsel shall be determined by the Court and paid out of the Settlement Fund. Defendant agrees not to contest an award of attorneys' fees to Class Counsel by the Court of up to \$21,000 (33% of the Settlement Fund) and an award of up to \$1,000 for costs. The amount for attorneys' fees and costs approved by the Court will be paid within 30 days of the Settlement Effective Date.

5. <u>Enhancement Payment to Class Representative</u>. In exchange for a general release of all claims executed by the Class Representative, Defendant will pay an Enhancement Payment in the amount of \$2,000.00 (Two thousand dollars), or such other lesser amount as the Court may order, for services as Class Representative in addition to the share to which he is otherwise entitled under Section II.D.2 of this Agreement, if any, through the claims process. The enhancement payment shall not exceed \$2,000.00. The amount of the enhancement payment approved by the Court will be paid within 30 days of the Settlement Effective Date. Defendant will not oppose the motion for enhancement payment.

6. <u>Consent to Class Certification</u>. For settlement purposes only, Defendant consents to certification under Fed. R. Civ. P. 23(b)(3) of an opt-out settlement class of persons comprised of:

All job applicants who applied to work for Butterball in Carthage, Missouri, during the time frame of March 13, 2011 through September 30, 2013, and who are identified in the Class List attached as Exhibit B.

The Parties agree that certification for settlement purpose is not an admission by Defendant that Rule 23 class certification would be proper absent a settlement. For purposes of settling this lawsuit only, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class as defined above have been and are met.

## E. RELEASE OF CLAIMS

#### 1. <u>Scope of Released Claims</u>.

Upon the Settlement Effective Date, Class Members, on behalf of themselves and their heirs, estates, executors, assigns, and transferees, will release and forever discharge the Released Persons from all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, arising out Butterball's procurement of a consumer report on them between March 11, 2011, and September 30, 2013, including but not limited to any failure to provide Class Members a copy of their consumer report and a summary of their rights under the Fair Credit Reporting Act prior to taking adverse action against any Class Member, and any failure to comply with the disclosure and authorization requirements of the Fair Credit Reporting Act.

2. <u>General Release of Claims by Named Plaintiff</u>. Named Plaintiff Nicolet knowingly and voluntarily releases and forever discharges the Released Persons from any and all claims, known and unknown, asserted or unasserted, which he has or may have against any Released Person as of the date of this Agreement, including but not limited to claims released in Section II.E.1, above.

#### F. SETTLEMENT ADMINISTRATION

1. <u>Duty of Cooperation</u>. The Parties agree to cooperate in obtaining expeditious preliminary and final approval of this settlement. None of the Parties, their counsel, or any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, to opt out of the settlement, or to appeal from any order of the Court that is consistent with the terms of the settlement.

2. <u>Joint Stipulation of Settlement</u>. The Parties will file their Joint Stipulation of Settlement to the Court with a Proposed Order Preliminarily Approving Settlement on or before March 26, 2014.

3. <u>Data on Class Members</u>. Within seven business days after the Court's preliminary approval of the Settlement, Defendant will provide to the Settlement Administrator and Class Counsel a file listing the names, last known addresses, and social security numbers or, if social security numbers are unavailable, dates of birth of all Class Members. Class Counsel agrees to keep this file and the information it contains confidential and to use it only for the purpose of administering this settlement.

4. <u>Notice of Settlement</u>. Within fifteen (15) days after the Court preliminarily approves the settlement, a Notice of Settlement will be sent by the Settlement Administrator to each Class Member by first-class U.S. mail, postage prepaid. A copy of the Notice of Settlement is attached hereto as Exhibit A.

6. <u>Claim Forms</u>. Attached to the Notice of Settlement sent to the Class Members will be a Claim Form, a copy of which is attached as the last page of Exhibit A.

7. <u>Diligence in Finding Claimants</u>. The Settlement Administrator will use standard devices, including the National Change-of-Address database or equivalent, to obtain forwarding addresses before mailing and will use appropriate skip tracing to take appropriate steps to maximize the probability that the Notice and Claim Form will be received by all Class Members.

8. <u>Timely Claim Forms</u>. Class Members will have sixty (60) days from the mailing of the Notice of Settlement to submit a Claim Form or to submit a written request for exclusion or objection. The timeliness of the Claim Form will be measured by the date it is postmarked. Persons seeking to request exclusion must do so in writing. No Claim Forms will be honored if postmarked late. The Settlement Administrator will review the Claim Forms and certify to all counsel what claims were timely filed.

9. <u>Deficient Claim Forms</u>. If a Claim Form is submitted timely, but it is deficient in one or more aspects, then the Settlement Administrator will return the Claim Form or Release to the claimant within ten (10) business days of receipt with a letter explaining the deficiencies and stating that the claimant will have ten (10) days from the date of the deficiency notice to correct the deficiencies and resubmit the Claim Form. The envelope containing the resubmitted Claim Form must be postmarked within ten (10) days of the date on the deficiency notice to be considered timely, absent a showing of good cause.

10. <u>Opt-Out Procedures</u>. Claimants seeking to exclude themselves from the settlement must provide their name and address and must sign a statement stating that "I am requesting to be excluded from the class monetary Settlement and understand that I will receive

no money from the Settlement." (the "Opt-Out Notice"). Each Opt-Out Notice must be sent to the Settlement Administrator, with copies to Class Counsel and Defendant's Counsel. Class Counsel shall promptly file a dismissal without prejudice as to the claims of any individuals who timely return Opt-Out Notices. Any such dismissals without prejudice must be filed prior to the Court's final approval of the settlement.

11. <u>Rescinding Decision to Opt Out</u>. Class Members will be permitted to withdraw or rescind their opt-out statements by submitting a "rescission of opt-out statement" to the Settlement Administrator, which will include the following language: "I previously submitted an opt-out statement seeking exclusion from the settlement. I have reconsidered and wish to withdraw my opt-out statement. I understand that by rescinding my opt-out I may be eligible to receive an award from the settlement and may not bring a separate legal action against Defendant with respect to any Released Claims." A Class Member wishing to submit a rescission statement will sign and date the statement and deliver it to Settlement Administrator postmarked no later than sixty (60) days after the Settlement Administrator first mails the Notice of Settlement.

12. <u>Butterball Option:</u> If a combined total of more than five percent (5%) of the class members submit Opt-Out Notices, then Butterball shall have the option (at its sole discretion) to void this Agreement. Butterball may exercise that option only by providing written notice to Class Counsel and the Court prior to the Court's final approval of the settlement.

13. <u>Class Members Who Do Not Respond</u>. Class Members, other than those who timely exclude themselves from the Class, who do not submit a valid Claim Form will not be allocated any portion of the settlement, even though they will be bound by the judgment dismissing this Action on the merits with prejudice.

14. <u>Plaintiff's Motion for Final Approval</u>. Class Counsel will prepare, for Defendant's review, a motion for final approval of the settlement. Class Counsel will timely file,

prior to the final fairness hearing, the motion for final approval of the settlement, which will include the following proposed orders:

(i) an Order Granting Final Approval to the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(ii) an Order dismissing this action on the merits, with prejudice, in accordance with the terms of this Agreement;

(iii) an Order approving the enhancement payment to the Named Plaintiff; approving the payment of attorneys' fees, litigation expenses, and costs to Class Counsel; and approving payment of reasonable settlement administration costs and fees to Simpluris.

15. <u>Order for Final Approval and Final Judgment</u>. The Order for Final Approval of Settlement and Final Judgment will:

 (i) dismiss with prejudice all claims against Defendant in this Action and bar all Members of the Settlement Class from prosecuting any claims released by the terms of this Agreement;

(ii) declare that all Class Members (except for Class Members who affirmatively opt-out) are bound by the release of claims described above.

(iii) reserve jurisdiction over the construction, interpretation, implementation, and enforcement of the parties' settlement and over the administration and distribution of settlement benefits.

16. <u>Payments to Class Members</u>. The individual settlement payments will be distributed promptly, and in no event later than 30 (thirty) days after the Settlement Effective Date, to Class Members who have filed timely and valid claims.

17. <u>Distributing Settlement Payment</u>. Within 30 (thirty) days after the Settlement Effective Date, subject to the terms of this Agreement, the Settlement Administrator will: (i) mail a check to each Class Member who timely returns a Claim Form as described in

paragraph II(F)(4) of this Agreement; (ii) distribute to Class Counsel amounts approved by the Court to compensate or reimburse Class Counsel for attorneys' fees, litigation expenses, and costs incurred in this case; (iii) distribute to Simpluris amounts approved by the Court to finally and fully compensate or reimburse Simpluris for all settlement administrative costs and fees; and (iv) make the enhancement payment to the Named Plaintiff in the amount approved by the Court.

18. <u>Altering Dates</u>. Upon written agreement or with Court approval, the Parties may alter the above dates or time periods.

### G. TAXES, WAIVER OF APPEALS, AND CAFA COMPLIANCE

1. <u>Taxes</u>. The parties recognize that the individual settlement payments do not constitute wage income, and agree that the Settlement Administrator, pursuant to the distribution from a Qualified Settlement Fund, shall issue tax form 1099s to each Class Member that receives such payments. Class Members shall be solely responsible for any and all taxes arising out of the payments under this agreement.

2. <u>Taxes on Enhancement Payments</u>. The Parties agree that the Enhancement Payment to the Class Representative is not wages. Therefore, the Class Representative will receive an IRS Form 1099 for this enhancement payment, and he will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing on said amount.

3. <u>Waiver of Appeals</u>. The parties agree to waive all appeals and to stipulate to final certification of the Rule 23 claims but only for purposes of implementing this Settlement. This provision is not applicable in the event the Court declines to approve this Settlement.

4. <u>CAFA Compliance.</u> In compliance with 28 U.S.C. § 1715, Defendant will supply notice regarding the settlement of this Action to the appropriate federal official and appropriate state officials in each state in which Class Members reside.

#### H. MISCELLANEOUS

1. <u>Authority</u>. The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to these terms and conditions.

2. <u>Mutual Full Cooperation</u>. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of the Parties' settlement.

3. <u>No Prior Assignments</u>. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged except as set forth in this Agreement.

4. <u>Notices</u>. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given will be in writing and will be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

<u>To the Settlement Class</u>: Charles Jason Brown Brown & Associates LLC 301 S. US 169 Hwy Gower, MO 64454

<u>To the Defendant</u>: James A. McKenna Jackson Lewis P.C. 150 N. Michigan, Suite 2500 Chicago, IL 60601

5. <u>Construction</u>. The Parties agree that the terms and conditions of this Agreement are the result of arms-length negotiations between the parties and that this Agreement

will not be construed in favor of or against any party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

6. <u>Construction of Captions and Interpretations</u>. Paragraph titles or captions in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it.

7. <u>Modification and Waiver</u>. This Agreement may not be changed, altered, or modified except in writing and signed by the parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

8. <u>Integration Clause</u>. This Agreement contains the entire agreement between the parties relating to the Agreement and transactions described herein, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel, are merged in this Agreement. No rights may be waived except in writing.

9. <u>Binding on Assigns</u>. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

10. <u>Publicity</u>. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel agree to limit any media comments or publications to comments that the case has been resolved to the satisfaction of all parties, or similar language to that effect. The inclusion of this provision in the agreement is subject to the court ruling that the provision is not contrary to public policy or otherwise legally improper. If the court concludes this provision is improper, the provision shall be deleted from the Settlement Agreement and such deletion shall not affect the validity of the remainder of the Agreement.

11. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and when each party has signed and delivered at least one such counterpart, each

counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. Signatures sent by facsimile machine or scanned signatures in Portable Document Format sent by email shall be deemed original signatures. All executed copies of this Agreement, and photocopies thereof, shall have the same force and effect and shall be legally binding and enforceable as the original.

Executed this 25<sup>th</sup> day of March, 2014

sel for Defend lou ames A. McKenna

Print name

Executed this  $25^{\mu}$  day of March, 2014

Coursel for Plaintiff

ason Brown

Print name

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# EXHIBIT A

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# If you applied for a job with Butterball, LLC and had a background check between March 11, 2011 and September 30, 2013, then you could receive approximately \$22 from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

In March 2013, Jon Nicolet filed a class action lawsuit alleging that Butterball, LLC ("Butterball") violated people's rights under the Fair Credit Reporting Act ("FCRA") by not hiring them because of information contained in a background check without first providing them a copy of their background check and a summary of their rights under the FCRA. Nicolet has also contended that Butterball violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA.

Your legal rights will be affected whether you act or don't act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	The only way to get a settlement payment.	
EXCLUDE YOURSELF	Get no payment. You will not participate in the settlement. This is the only option that allows you to ever be part of any other lawsuit against Butterball about the legal claims raised in this case.	
OBJECT	Write to the Court about why you don't believe the settlement is fair.	
GO TO A HEARING	Ask to speak in Court in Jefferson City about the fairness of the settlement.	
DO NOTHING	Get no payment. Give up your rights.	

## This notice explains your rights and options and the deadlines to exercise them.

- Butterball denies that it violated the Fair Credit Reporting Act. However, in order to settle this lawsuit, it has agreed to:
  - Pay up to approximately \$63,000.00 in Settlement Funds to:
    - compensate job applicants whose rights under the FCRA may have been violated;
    - compensate Jon Nicolet for the service that he has performed in bringing this lawsuit;
    - pay for administering the settlement; and
    - compensate the plaintiff's lawyers for their costs, expenses, and reasonable attorneys' fees.

## Questions? Call the Toll Free Number at 1-888-407-6673

• The Court in charge of this case has to first decide whether to approve the settlement. Settlement Funds will be distributed if the Court approves the settlement and after any appeals are resolved. The approval process may take several months.

# **BASIC INFORMATION**

## 1. What is this lawsuit about?

This lawsuit alleges that Butterball violated the FCRA by using background check reports obtained from a third-party vendor to deny job applicants employment without first providing them a written copy of their report and a summary of their rights under the FCRA. Nicolet has also contended that Butterball violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA.

## 2. Why is this a class action?

In a class action, one or more people called Class Representatives sue as representatives of a larger group of people with similar legal claims. Together, they are called a "Class." Individuals in the Class are called "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States Judge Nanette K. Laughrey is in charge of this class action.

## 3. Why is there a settlement?

The Court has <u>not</u> decided in favor of the Plaintiff or in favor of Butterball. There has been no trial or other ruling on the claims of the Class or Plaintiff, and this proposed settlement should not be construed as an admission of liability or wrongdoing on the part of Butterball. Instead, both sides have agreed to a proposed settlement to avoid further litigation. The proposed settlement would provide affected Class Members compensation for their claims and avoid the costs, delays, and uncertainties of further litigation and a trial. The Named Plaintiff and his attorneys think the settlement is best for all Class Members.

# WHO IS IN THE SETTLEMENT?

# 4. How do I know if I am in the settlement?

You are receiving this notice because records show that you applied for a job with Butterball between March 11, 2011 and September 30, 2013.

If you received this notice, you will receive a payment from the settlement only if you return the enclosed claim form.

# THE SETTLEMENT BENEFITS — WHAT YOU GET

## 5. What benefits does the settlement provide to Class Members?

Subject to the Court's approval, each Class Member who does not exclude himself or herself from this settlement will be eligible to receive a settlement payment.

Class Members who timely return claim forms will each receive approximately \$21.80. There are 1,147 Class Members.

## Questions? Call the Toll Free Number at 1-888-407-6673

In addition to the settlement payment available to each Class Member, Class Counsel will ask the Court to approve an additional payment of \$2,000 from the Settlement Fund to be paid to the Named Plaintiff, Jon Nicolet. If the Court approves Class Counsel's request, this additional payment would compensate Named Plaintiff for (a) his time and effort and assistance to Class Counsel in initiating and litigating this case; (b) the broader individual waiver of claims he is being required to make; and (c) his assumption of the risks and potential liability related to being a Named Plaintiff, including the potential liability for Butterball's taxable legal costs.

# HOW YOU GET A SETTLEMENT PAYMENT

6. How can I get a settlement payment?

**To qualify for a settlement payment, you must complete and return a claim form.** A claim form is attached to this Notice. If you would like to receive a settlement payment, read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than **DATE\_\_\_\_\_, 2014**.

# 7. When will I get an award?

The Court will hold a hearing on DATE \_\_\_\_, 2014, at XX:XX, to decide whether to approve the settlement. If Judge Laughrey approves the settlement after the hearing and there are no appeals, payments should be received within 45-60 days of the hearing. If there are appeals, resolving them could take time, perhaps more than a year. If there are no appeals, payment will be much quicker. Please be patient.

# **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## 8. If I want to get out of the settlement, what do I do?

If you want to keep the right to sue Butterball on your own about the legal issues in this case then you must take steps to get out. This is called "excluding" yourself — or is sometimes referred to as "opting out" of the Settlement Class.

To exclude yourself from the settlement, you must mail a signed letter stating:

"I am requesting to be excluded from the class monetary settlement. I understand that I will receive no money from the settlement."

The letter must contain your name, address, and signature. Your letter must be sent to the Settlement Administrator at the address below and postmarked no later than DATE \_\_\_\_\_, 2014:

## SETTLEMENT ADMINISTRATOR

Butterball FCRA Settlement c/o Simpluris, Inc. P.O. Box 26170 Santa Ana, CA 92799

If you timely mail a letter requesting to exclude yourself from the settlement within the 60 day time limit, you *will* be excluded from the settlement, *you will not get any settlement* 

## Questions? Call the Toll Free Number at 1-888-407-6673

*award*, and you *cannot* object to the Settlement, but you will not be legally bound by anything that happens in this lawsuit.

## 9. What am I giving up to get an award or stay in the Class?

Unless you exclude yourself, you are staying in the Class and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Butterball about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you if you either: (1) submit a claim form or (2) do nothing. More specifically, by either submitting a claim form or doing nothing you are waiving any right to pursue a claim, including potential state law claims, against Butterball arising out of Butterball's background checking procedures between March 11, 2011 and September 30, 2013.

# THE LAWYERS REPRESENTING YOU

## 10. Do I have a lawyer in this case?

The Court has appointed the law firm of Brown & Associates LLC, in Missouri to represent you and the other Class Members. These lawyers are called Class Counsel.

## 11. How will the lawyers be paid?

You will not be personally charged to be represented by Class Counsel. Instead, Class Counsel will be paid out of the Settlement Funds. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of \$21,000 from the Settlement Funds to compensate them for their attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the settlement, along with \$1,000 for their out-ofpocket expenses. Butterball has agreed not to oppose Class Counsel's request to pay these amounts. It will be up to the Court to determine the amount of fees and expenses to be paid to Class Counsel.

# **OBJECTING TO THE SETTLEMENT**

You have the legal right to inform the Court that you do not believe the proposed settlement is fair.

## 12. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't believe that any part of it is fair. You must give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter, which must be postmarked no later than DATE \_\_\_\_\_, 2014, to the three addresses below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court	C. Jason Brown	James A. McKenna
United States District Court	Brown & Associates LLC	Jackson Lewis P.C.
Western District of Missouri	Attn: Butterball	Attn: Butterball
Attn: Butterball	FCRA Case, No. 13cv4138	FCRA Case, No. 13cv4138
FCRA Case, No. 13cv4138	301 S. U.S. 169 Hwy	150 N. Michigan
United States Courthouse	Gower, MO 64454	Suite 2500
80 Lafayette Street		Chicago, IL 60601
Jefferson City, MO 65101		

If you choose to object to the settlement, your objection must be in writing and must be signed by you. It must be specific about your reasons for objecting to the settlement. It must also include: (a) your full name and current address, and (b) a clear description of the basis for your objection.

# 13. What's the difference between Objecting and Excluding?

Objecting is simply telling the Court that you don't believe something about the settlement is fair. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

# THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. If you would like to attend, you are responsible for your own travel costs and expenses.

## 14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on DATE <u>2014</u>, at XX:XX, at the United States District Court for the Western District of Missouri, United States Courthouse, 80 Lafayette Street Jefferson City, Missouri 65101, in Courtroom 4112. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement and how much to pay Class Counsel. We do not know how long this decision will take.

# 15. Do I have to come to the hearing?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also get your own lawyer to attend, but it is not necessary. You may ask the Court to speak at the Fairness Hearing. To request to speak or to appear through a lawyer, you must send a letter saying that it is your "Notice of Intention to Appear in Butterball FCRA Litigation." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than DATE \_\_\_\_, 2014 and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses set forth in question 13,

above. You cannot speak at the hearing or appear through a lawyer if you excluded yourself.

# IF YOU DO NOTHING

## 16. What happens if I do nothing at all?

You must return a claim form to receive money from the Settlement. If you do nothing, then you will not receive a settlement award but you will be bound by the judgment if the Court fully and finally approves the settlement.

## 17. What happens if the settlement is not approved?

If the settlement is not approved by the Court, then it will be voided, no money will be paid and the case will continue to be litigated. If that happens, there is no assurance that: (a) the case will proceed as a class action; (b) any decision at trial would be in favor of the Class Members; (c) any trial or other ruling favorable to the Class would be as favorable to the Class Members as this settlement; or (d) any trial or other ruling favorable to the Class would be upheld if there are appeals.

# GETTING MORE INFORMATION

## 18. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel:

> Brown & Associates LLC 301 S. US 169 Hwy Gower, MO 64454 (816) 505-4529

## 19. What should I do if I move or change my contact information?

If you do not keep Class Counsel informed of your current address and other contact information, you may forfeit any entitlement to receive a monetary award. If there is any change in your address or other contact information, please notify Class Counsel at:

Brown & Associates LLC 301 S. US 169 Hwy Gower, MO 64454 (816) 505-4529

You cannot recover from this Settlement unless you complete the enclosed Claim Form and return it in the enclosed envelope. No additional postage is necessary.

# CLAIM FORM Butterball FCRA CLASS ACTION

Name:
Current Street Address:
City/State Zip:
Last Four Digits of Social Security. No:
Date of Birth://
Telephone Number (optional):
Deadline: This form must be postmarked on or before <b>DATE</b> <u></u> , 2014,
to be valid.
Use the enclosed envelope to return this Claim Form.
If you have lost the envelope, mail this completed Claim Form to:
Butterball FCRA Settlement,
c/o Simpluris, Inc.,
P.O. Box 26170, Santa Ana, CA 92799
Salita Alla, UA 32133
4831-0219-3943, v. 1

# EXHIBIT B

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	FIRST NAME	LAST NAME	
1	Arturo	Hernandez	
2	Luis	Martinez	 
3	Nathaniel	Baker	· · ·
4	Odilia	Villatoro	
5	Jafra	Ruark	· · · ·
6	Joseph	Kellett	
7	Davido	Tucker	
8	Jesus	Santiago	
9	Guadalupe	Batres Avendano	
10	Misael	Aguero	
11	Jose	Martinez reyes	
12	Natividad	Henriquez cruz	
13	Justina	Cave	
14	Sharon	Rice	
15	Glenda	Crouch	
16	Joshua	Moore	
17	Hadley	Tucker	
18	Robert	Buchanan	
19	Leticia	Dewyrick	
20	Rosalva	Aguero	
21	David	Merritt	
22	Celdi	Calderon	
23	Edy	Mazariegos	
24	Julia	Garcia	
25	Federico	Nunez	
26	Abel	Santillan	
27	Ana	Osorio moreno	
28	Hans	Osorio moreno	
29	Waylon	Gregory	
30	Eric	Lewis	
31	Blaze	Pruitt	
32	Christopher	Brown	
33	Shirley	Clegg	
34	Estella	Herrera	
35	Roberta	Qualls	
36	Joseph	Monterrosa	

	FIRST NAME	LAST NAME
37	Christopher	Roberts
38	James	Painter
39	Michael	Steward
40	Marisela	Hernandez
41	Eden	Braden
42	Gregory	Sampson
43	Jose	Barriga
44	Nelson	Reales
45	Rodolfo	Sanchez
46	Robert	Hoover
47	Roger	Enamorado
48	Juan	Santiago
49	Damian	Chirino
50	Christopher	Withnell
51	Sonya	Lofton
52	Jacob	Burton
53	Airine	Maurisio
54	Paulino	Suldan
55	Jay	Welker
56	Abraham	Munoz
57	Marlon	Cifuentes de leon
58	Oscar	Contreras
59	Oscar	Hinojosa
60	Manuel	Morales
61	Miguel	Munoz
62	Teolinda	Merida
63	Ismelda	Lopez
64	Enma	Reyes trujillo
65	Eugenia	Pivarral chacon
66	Angelica	Reyes
67	Sanjuana	Rangel
68	Allen	Christopherson
69	Robert	Vanbibber
70	Robert	Woolsey
71	Jose	Reyes ramos
72	Jonathon	Finley

	FIRST NAME	LAST NAME
73	Jeffrey	Morgan
74	Terry	Mcdonald
75	Joshua	Colibert
76	Bradley	Marshall
77	Ricardo	Toloza
78	Charles	Pickard
79	Manuel	Herrera
80	Kyle	Gregory
81	Alexsandr	Pisarchuk
82	Tara	Wood
83	Sandy	Gonzalez
84	Erika	Gomez
85	Joseph	Gadient
86	Anthony	Winkfield
87	Shawn	Houston
88	Veronica	Lopez
89	Conrad	Peterson
90	David	Aguilar
91	Tomasa	Lewis
92	Randy	Whisenhunt
93	Edwin	Reyes jr
94	Elida	Monzon
95	David	Callejas
96	Edgar	Cifuentes ochoa
97	Maria	Cruz correa
98	Orfilia	Rabanales ochoa
99	Emilio	Paxtor
100	Maria	Henriquez cruz
101	Irma	Vasquez
102	Lilia	Vidal de arteaga
103	Anna	Euceda
104	Clay	Craig
105	Elizabeth	Garcia-hernandez
106	Joseph	Kellett
107	Angela	Carr
108	Matthew	Ball

	FIRST NAME	LAST NAME
109	Tamara	Keel
110	Anastasia	Santillan
111	Beau	Lewis
112	Michelle	Enriquez
113	Jessica	Alexander
114	Jeffery	Garcia
115	Kristopher	Black
116	Sandra	Gomez mendez
117	Ryan	Boggs
118	Sheilia	Atkinson
119	Nancy	Ortiz gonzalez
120	Matthew	Kloer
121	Timothy	Morrow
122	Christopher	Baird
123	John	Suldan
124	Quinten	Ligorio
125	James	Ward
126	Aileen	Amusten
127	Maria	Mejia
128	Encarnacion	Bail romero
129	Jennifer	Fuentes
130	Alba	Estrada cifuentes
131	Federico	Fernandez cerezo
132	Rosa	Guerra
133	Justo	Estrada cifuentes
134	Caleb	Wiles
135	Jacob	Long
136	Brandon	Beason
137	Bobby	Ebbs
138	Thomas	Artym
139	Rexnor	Santos
140	Alenson	Damian
141	Pablo	Kapnor
142	Andrea	Reyes
143	Alicia	Alvarez
144	Anwell	Antonio

	FIRST NAME	LAST NAME
145	Maria	Gonzalez
146	Francisca	Gonzalez
147	Gricelda	Perez escobar
148	Yolanda	Rivas
149	Antonio	Salazar luna
150	Brigida	Flores buezo
151	Amanda	Smith
152	Ryan	March
153	Ronnie	Perry
154	Timothy	lguo
155	Petrihno	Dolon
156	Salvador	Jacob jr
157	Reslino	Alexander
158	Merleen	Suldan
159	Clara	Pelep
160	Natalie	Patrick
161	Swihne	Dohses
162	Anelihter	Helgen
163	Santos	Elselihda
164	Travis	Lamb
165	Elainer	Mauricio
166	Kimberly	Myers
167	Abdirahman	Abdirahman
168	Juan	Martinez gonzalez
169	Clayton	Babb
170	Ezequiel	Castro villareal
171	Jhonaton	Teo munoz
172	Maria	Gonzales lopez
173	Heidy	Callejas
174	Scott	Wilson
175	Hakima	Bille
176	Anna	Euceda
177	Rosa	Marquez
178	Leticia	Galdamez
179	Aleida	Gomez lopez
180	Angel	Ayon

	FIRST NAME	LAST NAME
181	William	Leber
182	Dion	Frederick
183	Welber	Sailas
184	Fred	Nena
185	Ioanis	loanis
186	Santos	Millson
187	Perlina	Pelep
188	Elwihse	Bernalida
189	Chaz	Brust
190	Hector	Perez
191	Delbert	Harrison
192	Renwick	Jack
193	Jose	Barriga herrera
194	Brenda	Shankles
195	Maria	Rojas mereles
196	Omar	Garcia
197	Donna	Lett
198	Jeffrey	Tate
199	Maynard	Barnabas
200	Merritt	Cottengim
201	Dameian	Harper
202	Maria	Macias
203	Rachel	Martinez
204	Dalila	Reyna
205	Gregorio	Cortez sanchez
206	Angel	Cun luc
207	Osue	Gomez chavez
208	Brenda	Guerra aguero
209	Olivia	Tecun tebalan
210	Merita	Salazar de gomez
211	Johnny	Hetiback
212	Rasty	Kiris
213	Diego	Molly
214	Jesus	Barron ruiz
215	Ryan	Boggs
216	Erlinso	Damian

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	FIRST NAME	LAST NAME
217	Nerlihne	Damian
218	Shawn	Worley
219	Bermelinda	Pelep
220	Robert	Smith
221	Jose	Mercado
222	Ruth	Ramos garcia
223	Gm	Tither
224	Yudith	Pereira
225	Daniel	Franklin
226	Christal	Guerra
227	Cody	Nungesser
228	Samantha	Dunn
229	Persilla	Miller
230	Kody	Clark-mitchell
231	Jordan	Dobbs
232	Joshua	Hendrix
233	Rachelle	Lambeth
234	Thomas	Scott
235	Brian	Sullivan
236	Hector	Melendez
237	Cindy	Miller
238	Hoan	Nguyen
239	Ngan	Nguyen
240	Odilia	Reyes ramos
241	Dominga	Hernandez
242	Luz	Hinojoza
243	Yuri	Perez hernandez
244	Aura	Reyes perez
245	Catarino	Valdovinos
246	Clark	Darin
247	Jack	Phillips jr
248	Maria	Whitaker
249	Cindy	Wright
250	Tina	Pence
251	Hugo	Garcia
252	Miguel	Rivas

	FIRST NAME	LAST NAME
253	Lee	Gier
254	Jerid	Parker
255	Colton	Benge
256	Wesley	Elmore
257	Jeffrey	Franklin
258	Cody	Каир
259	Araceli	Batres alonzo
260	Mary	Gomez
261	Seniorida	loanis
262	Valvino	Martinez
263	Luz	Moreno lopez
264	Jason	Moman
265	Lee	Shorter
266	Chandler	Troupe
267	Maynard	Erson
268	Ниу	Nguyen
269	Jennifer	Petty
270	Thomas	Webb
271	Gregorio	Wilson
272	Higinio	Wilson
273	Michelle	Hagebusch
274	Tammy	Hang
275	Wileen	Helgenberger
276	Tien	Nguyen
277	Tran	Phung
278	Oscar	Gomez bravo
279	Anna	Hawkins
280	Devin	Hawkins
281	Jannetta	Long
282	Travis	Arthur
283	William	Baggett
284	Ryan	Hawn
285	Seth	Mahoney
286	Jorge	Mazariegos
287	Sandra	Mejia
288	Cristian	Pivaral chacon

-	FIRST NAME	LAST NAME
289	Miguel	Sanchez
290	Veronica	Aguayo
291	Sean	Poll
292	Gabriel	Huerta luna
293	Jafra	Ruark
294	Roy	Waide
295	Johnnie	Crane
296	Edler	Elipas
297	Mike	Guillen mejia
298	Lacey	Parham
299	Jerry	Pinkston jr
300	Amanda	Richards
301	Anthony	Bordeaux
302	Johnathon	Martinez
303	Casey	Ryan
304	Julian	Victor
305	Ingrid	Flores
306	Manuel	Guerra tomche
307	Nely	Martinez
308	Astry	Portillo
309	Gm	Tither
310	Ester	Garza
311	Sylvia	Kirkendoll
312	Travis	Skelton
313	Richard	Tither
314	Geraldyne	Diopulos
315	Alpina	Dolon
316	Wanden	Felix
317	Sarlina	Fred
318	Michelle	Henson
319	Marco	Salazar
320	Timothy	Jarrett
321	Maria	Victor
322	Gerson	Garcia romero
323	Walter	Lopez diaz
324	Maria	Gonzalez

	FIRST NAME	LAST NAME
325	Mahony	Mathew
326	Norma	Chavez guevara
327	Billy	Cortez
328	Hugo	Guevara
329	Martin	Ruelas soto
330	Ruth	Clevenger
331	Mayceleen	Damarlane
332	Ryan	Hawn
333	Leiony	Ifamilik
334	Erleen	John
335	Aaron	Loudermilk
336	Junior	Narian
337	Josephine	Edward
338	Marcia	Felix
339	James	Hazelton
340	Amy	Pogue
341	David	Saulen
342	Kenneth	Schlup
343	Victoria	Snow
344	Cory michael	Burton
345	Joshua	Hudson
346	Olga	Ladd
347	Fredy	Armenta
348	Billy	Brownlee
349	Matthew	Wilkerson
350	Ezequiel	Barriga
351	Erick	Dominguez
352	Jose	Gordillo
353	Eyner	Soto
354	Ovidio	Vasquez
355	Richard	Appelgren
356	Jerrk	Bowman
357	Rafael	Gutierrez
358	William	Richards
359	Sydney	Trammell
360	Corey	Conklin

	FIRST NAME	LAST NAME
361	Hannah	Worley
362	Debora	Anaya
363	Dominga	Hernandez
364	Enoc	Martinez
365	Timothy	Morrow
366	Oziris	Cancinos
367	Jorge	Cruz
368	Llaneli	Escobar
369	Charles	Jenkins
370	Jorge	Martinez
371	Beatriz	Mojica
372	Agustin	Sanchez
373	Rafe	Scott
374	Josue	Cruz
375	Elizandro	De la cruz
376	Olga	Delagarza
377	Silma	Escobar
378	Maria	Mrida
379	Kerisa	Evans
380	Whitney	Mitchell
381	Betty	Samson
382	Dustin	Williams
383	Enrique	Alvarado
384	Belva	Johnson
385	Ashley	Wesley
386	Joaquina	Garcia
387	Melinda	Hency
388	Machell	Hershey
389	Alice	Mckinnis
390	Charo	Bejar
391	Luisanna	Diaz
392	Angie	Edwards
393	Cristina	Gonzalez
394	Clell	Pippin
395	Wenner	Reyes gomez
396	Diana	Wells perez

	FIRST NAME	LAST NAME
397	Jose	Franco
398	Maria	Franco
399	Darric	Griner
400	Aaron	Smith
401	Aaron	Summers
402	Stephanie	Águilar
403	Sebastian	Gillen
404	Idalia	Gomez ordonez
405	Miguel	Gonzalez
406	Julia	Lopez rivas
407	Curtis	Owen
408	Daicyleen	Therez
409	Encarnacion	Bail
410	Heidy	Callejas
411	Luz	Reyes ramos
412	Lucia	Zelaya
413	Rolando	Guzman
414	Huyen	Nguyen
415	Barbara	Sanchez
416	Binh	Tran
417	Aliner	Epin
418	Etson	Gabriel
419	Johnny	Hetiback
420	Ronnie	Perry
421	Jason	Britten
422	Antonio	Charar chuta
423	Jarrell	Harris
424	Kristian	Jefferis
425	Jose	Lopez
426	Куlе	Most
427	Mayeli	Silva
428	Carlos	Stirewalt
429	Lilia	Vidal de arteaga
430	Antonio	Ayon
431	Luis	Barrios
432	Sarina	Ellis

,

	FIRST NAME	LAST NAME
433	Maryann	Johnson
434	Shane	Levell
435	Asaias	Ramos
436	Imelda	Lopez hernandez
437	Melsin	Lopez maldonado
438	Saul	Parada
439	Simitria	Salas
440	Brandon	Arment
441	Robert	Clark
442	Travis	Garrison
443	James	Mccomas
444	Michael	Thomas
445	Paulino	Eliwihse
446	Rodolfo	Garcia
447	Elpetner	Santos
448	Adiriano	Epina
449	Bmj	Benjamin
450	Webster	George
451	Scott	Kraeger
452	Hilda	Garcia
453	Patricia	Marroquin
454	Sergio	Marroquin sanchez
455	Tara	Crumpton
456	Jon	Nicolet 111
457	Woodrow	Doan
458	Faith	Villagres-ajtun
459	Chet	Cruse
460	Tucker	Hadley
461	Richard	Stirewalt
462	Delbert	Harrison
463	Richard	King
464	Fredi	Lopez
465	Madleen	Martinez
466	Daniel	Nevills
467	Chad	Colba
468	Kelly	Goeken

	FIRST NAME	LAST NAME
469	Lilian	Pelico ixmay
470	Rex	Hites
471	Gelber	Barrios mejia
472	Pauleen	Lini
473	Juan	Lopez
474	Tonya	Lopez garcia
475	Rodrigo	Merida
476	Claudia	Arenas fonseca
477	Erica	Faul
478	Elvis	Hernandez ordonez
479	Nancy	Millan villasana
480	Sheila	Pacheco
481	Cornell	Harbin
482	Cindy	Miller
483	Lolita	Puas
484	Gregorio	Hernandez
485	Jose	Morga lopez
486	Mark	Anderson
487	Erika	Gonzalez
488	Jeremy	Justice
489	Glenda	Kingsbury
490	Mattiew	Sisseck
491	Rex	Clark
492	Lourdes	Cohen
493	Dustin	Eby
494	Charles	Elliott
495	Zackery	Jennings
496	Kelly	Sager
497	Gary	Welch
498	Mai	Nguyen
499	Concepcion	Otten
500	Yuri	Reyes
501	Monica	Pivaral
502	Dayton	Ayers
503	Thomas	Gibson
504	Shawn	Giddens

	FIRST NAME	LAST NAME
505	Gabriel iii	Guerra
506	Yomina	Pedro
507	Chad	Pennell
508	Gregory	Burns
509	Marie	Gillispie
510	Michelle	Morse
511	Kenneth	Pence
512	Juan	Lopez marroquin
513	Leydi	Merida
514	Michael	Luckey
515	Sunida	Suldan
516	Simao	Darra
517	Mingle	Hemon
518	Emilio	Paxtor chanas
519	Nathaniel	Baker
520	Damian	Sanchez
521	Daniel	Castaneda
522	Kosaksy	Phillip
523	Iliana	Ceron
524	Onecimo	Galvez gonzalez
525	Miriam	Rodas
526	Sylvia	Alday
527	Jason	Blake
528	Zachary	Dickinson
529	Jessica	Dooley
530	Michael	Perkins
531	Eduardo	Portillo
532	Dahwa	Manuel
533	Blaine	Evans
534	Maria	Pichardo
535	Margarita	Sanchez
536	Abel	Santillan
537	Carlos	Anaya granados
538	Misty	Buller
539	Fermi	Flores villatoro
540	Amadeo	Gomez vasquez

	FIRST NAME	LAST NAME
541	Evelyn	Lopez
542	Lisa	Pickard
543	Loretalyn	Puas
544	Irene	Eliam
545	James	Hazelton
546	Minsa	Ikuta
547	Christopher	Buller
548	Jason	Burriel
549	Dakota	Dallas
550	Rena	Dela pena ramos
551	Норе	Evans
552	Jason	Kollmeyer
553	Dustee	Love
554	Jeremy	Neeper
555	Marcus	Antone
556	Melinda	Griffith
557	Quindell	Stanley
558	Oscar	Contreras guevara
559	Santos	Diaz
560	Geronima	Роас
561	Gualfred	Reyes perez
562	Raquel	Henriquez orellana
563	Francisco	Martinez valdivia
564	Manuel	Morales
565	Maria	Morales
566	Oscar	Castro
567	Junida	Edward
568	Sihler	Emil
569	Flor	Escobar
570	Hugo	Guevara
571	Sabrina	Huerta
572	Marissa	Mitchell
573	Leonardo	Pivaral
574	Ryan	Royster
575	Yessica	Garcia reyes
576	Kenneth	Schlup jr

.

	FIRST NAME	LAST NAME
577	Kristopher	James
578	William	Forsythe
579	Cody	Nelson
580	Exequiel	Barillas ayala
581	Monica	Barrera bahena
582	Esna	Carreto lopez
583	Kenton	Cowgill
584	Glenn	Elipas
585	Aleida	Gomez lopez
586	Brittney	Knisley
587	Julio	Escamilla saavedra
588	Brandi	Mayes
589	Sandy	Samuel
590	Erica	Farmer
591	Randy	Connell
592	Janet	Wilson
593	Donald	Webb
594	Brittany	Baker
595	Timothy	Patrick
596	Robert	Thrasher
597	Enrique	Alvarado felix
598	Munoz perez	Salvador
599	Claribel	Reyes figueroa
600	Tonya	Williams
601	Janine	Evans
602	Gloria	Barron
603	Kaitlin	Shaw
604	Amber	Lombard
605	James	Mitchell
606	Derrick	Martin
607	Olinda	Pastor
608	Catarino	Valdovinos
609	Ursulio	Asterio
610	Eric	Glathar
611	Simon	Velasquez cancinos
612	Christian	Pivaral chacon

	FIRST NAME	LAST NAME
613	Sasha	Short
614	Spencer	Kirk
615	Virginia	Hadley
616	Pauleen	Lini
617	Leland	Withnell
618	Alexander	Casebeer
619	Robert	Gooch
620	Karly	Dorland
621	Kenyon	Woodson
622	David	Gadient
623	Melissa	Licon
624	Stacey	Hughes
625	Melissa	Licon
626	Kendra	Owen
627	Eric	Shank
628	Morman	Olson
629	Natalie	Speer
630	Tanna	Ashe
631	David	Parker
632	Tulio	Juarez
633	Justin	Pyle
634	Christopher	Withnell
635	Nathan	Greenfield
636	Ronald	Le grand
637	David	Ley
638	Rick	Swearingin
639	Travis	Mesko
640	Clearance	Evans
641	Michael	Munoz
642	Christopher	Drury
643	Richard	Carr
644	Richard	Roske
645	Antonio	Ayon
646	Tylor	Elliott
647	Shad	Johnson
648	Debbie	Harrelson

	FIRST NAME	LAST NAME
649	David	Troyer
650	Tony	Hoagland
651	Brandon	Hunter
652	Richard	Holtz
653	Nelson	Bones
654	Robert	Coker
655	Randen	Ragan
656	Jesus	Ramirez guebara
657	Linda	Thornburg
658	Lesbia	Merida
659	Teloinda	Merida
660	Jeremiah	Stanscheit
661	Blake	Franklin
662	Tammy	Passley
663	Shawn	Carr
664	Christopher	Haskins
665	Clifford	Townsley
666	Brian	Hickey
667	Olga	Castro
668	Sebastian	Gillen
669	Cristina	Gonzalez
670	Thomas	Haskins
671	Georgina	Soriano
672	Ranier	Aparacio
673	Oscar	Loya
674	Valorie	Moser
675	James	Thomason
676	Juan	Nunez
677	Matthew	Smith
678	Dawn	Townsend
679	Jerry	Guarino
680	Donna	Stewart
681	James	Ortega
682	Justin	Thayer
683	Hector	Friely
684	Sammie	Mailloux

	FIRST NAME	LAST NAME
685	Karla	Merida rodas
686	Edgar	Ruiz marroquin
687	Zachary	Schlup
688	Brandon	Boles
689	Richard	Guerra
690	Michael	Stockton
691	Kelly	Goeken
692	Tammy	Lopez
693	Rosa	Canales
694	Kristina	Larios
695	Anthony	Adams
696	William	Edward
697	Gregory	Sampson
698	Stephen	Spadaro
699	Zachariah	Adams
700	Cody	Hamilton
701	Larry	Redding
702	Brandon	Ada
703	Michael	Dunn
704	Frenando	Hernandez
705	Steven	Jamison
706	Justina	Sampson
707	Rekenson	Ada
708	Rocketson	Ada
709	Sheryl	Chesney
710	Carlin	Loudermilk
711	Tomasiana	Antonio
712	Tamra	Parker
713	Joshua	Ruddell
714	Rhonda	Hall
715	Pedirhna	Makaia
716	Joseph	Cantu
717	Floyd	Oliphant
718	Isaac	Benz
719	Coty	Johnson
720	James	Miller

	FIRST NAME	LAST NAME
721	Mary	Nguyen
722	Robert	Stone
723	Paulino	Suldan
724	Sunida	Suldan
725	Maxine	Van wey
726	Welsiro	George
727	Doug	Giles
728	Pablo	Gonzalez contreras
729	Samual	Hency
730	Manuel	Herrera
731	Monique	Johnson
732	Monique	Johnson
733	Raymond	Tuttle
734	Куlе	Beam
735	John	Chew
736	Chelly	Gilbert
737	Bell	Helgenberger
738	Patrick	Iriarte
739	Stacey	Juarez
740	Sara	Pettey
741	Jo	Pratt
742	Martin	Pratt
743	Pennington	Sabetha
744	Nicholas	Springer
745	Bradley	Barnett
746	Lori	Beegle
747	Stephen	Beegle
748	Domingo	Gomez chavajay
749	Timoteo	Lopez piedrasanta
750	Куlе	Ainsworth
751	Marie	Aparicio
752	Darrin	Bresee
753	Heath	Buerge
754	Mainor	De leon galicia
755	Michelle	Doman
756	Flor	Escobar

	FIRST NAME	LAST NAME
757	Terrell	Oatts
758	Brandon	Wilkes
759	Amanda	Clark
760	Joseph	Gillespie
761	Montreal	Mitchell
762	Darin	Soard
763	Marie	Huerta
764	Alfonso	Niz chilel
765	Jose	Reyes ramos
766	Salvador	Munoz perez
767	Gregg	Chase
768	Andrew	Poblete
769	Cecilia	Poblete
770	Cristy	Thomas
771	Ricky	Collins
772	Laurel	Goodman
773	Eric	Mouse
774	Jordan	Mouse
775	Robert	Potter
776	Shawna	Flippo
777	Steven	Hernandez
778	Winson	Lopez
779	Kaitlin	Shaw
780	Кірр	Soard
781	Marta	Soto medina
782	Andrew	Talbott
783	Kelli	Benefiel
784	Gary	Bischoff
785	David	Browder
786	Alex	Curry
787	Amy	Davis
788	Larry	Hudson
789	Samuel	Lopez
790	Floridalma	Lopez flores
791	Norma	Martinez
792	Jerry	Mcgee

	FIRST NAME	LAST NAME
793	Robert	Smith
794	Steven	Mueggenberg
795	Kapnor	Pablo
796	James	Summers
797	Joseph	Ebbs
798	Yeeleng	Xiong
799	Jose	Lopez
800	Rodolfo	Reyes
801	Aaron	Bussard
802	Mark	Davis
803	Travis	Felty
804	Cameron	Hazelton
805	Calvin	Morlen
806	Ana	Reyes villegas
807	Michael	Eby
808	Matthew	Goodman
809	Jessy	Bennett
810	Kristopher	Black
811	Johnny	Crisler
812	Tam	Dang
813	Benjamin	Johannes
814	Robert	Taylor
815	Brandi	Williams
816	Кее	Xiong
817	John	Rodgers
818	Richard	Rodriguez
819	Justin	Dumas
820	John	Bonnow
821	Derek	Jones
822	Carlin	Loudermilk
823	Andrea	Mendes
824	Ashley	Ortiz
825	Rodney	Dillard
826	Johanna	Heredia
827	Guy	Cunningham
828	Claudia	Diaz

	FIRST NAME	LAST NAME
829	Justin	Moody
830	Kenneth	Starchman
831	Michael	Vanchiere
832	Antonio	Hernandez
833	Dennis	Lasiter
834	Gia	Yang
835	Ashley	Chappell
836	Andre	Coleman
837	Jimmy .	Gardner
838	Sergio	Lopez juarez
839	Yahaira	Rivera
840	Brenton	Robinson
841	Michael	Wilkowski
842	Gabriel	Dorsey
843	Cheersweed	Tither
844	Tony	Shaffer
845	William	Haskins
846	Matthew	Maddock
847	Leonel	Rodriguez
848	John	Warner
849	Joshua	Wlliams
850	Myron	Colwell
851	Hime	Felix
852	Alex	Hawkins
853	Dany	Chuweinuk
854	John	James
855	Charles	Jenkins
856	Daceter	Victor
857	Layman	Granger
858	Terese	Orlando
859	Larson	Simion
860	Terry	Meingin
861	Kelly	Dobbs
862	Brian	Johnson
863	Charlie	Jones
864	Roger	Robinson jr

	FIRST NAME	LAST NAME
865	Josh	Tramel
866	Kevin	Wills
867	Tammey	Franco
868	Sonya	Lofton
869	Candida	Parker
870	Maria	Potarf
871	Christopher	Russell
872	Montana	Siebert
873	Andrew	Tucker
874	Terri	Wright
875	Bradley	Heard
876	Colen	Brown
877	Komet	Reagan
878	Matthew	Schwark
879	Jeanette	Waltrip
880	Justin	Edgar
881	Travis	Keith
882	Kevin	Myers
883	Phoula	Phomdoungsy
884	Deborah	Renner
885	Henry	Freisner
886	Sergio	Zuniga
887	Chad	Williams
888	Aldens	Edward
889	Stanley	Gunlock
890	Stacey	Hang
891	Chris	Mcbride
892	Lora	Newcomer
893	Levi	Соре
894	Brandi	Elsey
895	Joseph	Brewer
896	Daniel	Gruessing
897	Luis	Vargas
898	Kynion	Clayton
899	Santos	Clensy
900	Kendra	Hang

	FIRST NAME	LAST NAME
901	Thomas	Rosario
902	Connie	Templeton
903	Alice	Shannon
904	Joshua	Boyer
905	Paul	Mulkey
906	James	Schrader ili
907	Dallas	Kinnaird
908	Norma	Diaz
909	Johnathan	Buckle
910	Aileen	Amusten
911	David	Greninger jr
912	Lilly	Iriarte
913	Virgil	Potarf jr
914	Christopher	Roberts
915	Aaron	Smith
916	Jennifer	Snow
917	Ronald	Wendleton iii
918	Cody	Cooper
919	Job	Mayes
920	Justin	Carpenter
921	Nicala	Russell
922	Dustin	Kisling
923	Marquin	Victor
924	Seth	Watters
925	Matthew	Hayden
926	Cody	Buchanan
927	Howard	Elmore
928	John michael	Hildebrandt
929	William	Roberts jr
930	Thomas	Robinson
931	Jerry	Forsythe
932	Pedro	Lopez gomez
933	Paula	Monahan
934	Terrance	Stewart
935	Mark	Trammell
936	Linda	Cordaway

	FIRST NAME	LAST NAME
937	Dustin	Lucas
938	Chad	Mcmillen
939	Samanza	Smart
940	Jose	Tirado
941	Christopher	Crooks
942	Latashia	Jenkins
943	Heather	Jeffries
944	Lathan	Stewart
945	Harlin	Franklin
946	Rexnar	Santos
947	Cynthia	Lofton
948	Stephanie	Marroquin
949	Miguel	Morga lopez
950	Mikal	Sampson
951	Gilberto	Vasquez
952	Trent	Breedlove
953	Johnathan	Davis
954	James	Waltrip
955	Leroy	Lee
956	Gary	Sharp
957	Nathan	Sharp
958	Tre	Miksell
959	John	Peshek
960	Joshua	Williams
961	Lester	Patrick
962	Ricky	Stewart ii
963	Deborah	Carter
964	Paula	Adler
965	Sohs	Jose
966	Laura	Hart
967	Sarah	Quick
968	Robert	Washburn
969	Michael	Berg jr
970	John	Chew
971	Eric	Mouse
972	Marlon	Myers

	FIRST NAME	LAST NAME
973	Isarinta	Serious
974	Jeffrey	Tate
975	Timothy	lgou
976	Joshua	Blair
977	Jehoshaphat	Talent
978	Robin	Anderson
979	Demetre	Cerrone
980	William	Leber
981	Douglas	Stafford
982	Kenneth	Bragg
983	Vincent	Howard
984	Andrew	Mayes
985	Joseph	Brewer
986	Jerry	Cargile
987	John	Gillispie
988	Nicholas	Mcculley
989	Kaylen	Rigsbee
990	Adrian	Crain
991	Larry	Hines jr
992	Joel	Moody
993	David	Morris
994	Blake	Stoops
995	Micah	Whited
996	Gia	Yang
997	James	Woods
998	Raymund	Angel
999	Shane	Brown
1000	Richard	Klein
1001	Sandy	Arumbula
1002	Austin	Lee
1003	Sandy	Aranble
1004	Sandy	Aranbula
1005	Sandy	Mcmechan
1006	Shawn	Ogden
1007	Paul	Patterson
1008	Harold	Kilcrease

	FIRST NAME	LAST NAME
1009	Nicholas	Malczewski
1010	Nicholas	Apt malczewski
1011	Darin	Moeller
1012	Herbert	Reed
1013	Kesharra	Strickland
1014	Jeffrey	Tanney
1015	Куlе	Thornburg
1016	Denny	Manuel
1017	Tyler	Moeller
1018	Brian	Smardo
1019	Coty	Johnson
1020	Jerry	Mcgee
1021	Куle	Stanley
1022	Adam	Alexander
1023	Branskie	Ведау
1024	Shayna	Cowgill
1025	Tylor	Elliott
1026	Melissa	Licon
1027	Kody	Clark-mitchell
1028	Reginald	Dilworth
1029	Stanley	Dunn
1030	Jesse	Harmon
1031	Virgilio	Monzon
1032	Kristin	Crawford
1033	Jordan	Dobbs
1034	Kelly	Helm
1035	Cody	Jenkins
1036	Joel	Moody
1037	Kody	Thornburg
1038	Ashley	Maus
1039	Fortune	Suda
1040	Callie	Taylor
1041	Bobby	Jackson
1042	Joshua	Kleveno
1043	Jordan	Plemmons
1044	Bradley	Shanes

	FIRST NAME	LAST NAME
1045	Zachery	Tunget
1046	Jeremy	Van meter
1047	Becky	Griffith
1048	Mily	Ludwig
1049	Mark	Mensen
1050	Kevin	Morrow
1051	Cory	Burke
1052	Ansiro	George
1053	Kalisto	Joseph
1054	Hector	Melendez
1055	Justin	Pearish
1056	Richard	Wilson
1057	Gail	Cook
1058	Stephanie	Hallmark
1059	Paul	Hoesche
1060	Daniel	Tow
1061	Joseph	Bogle iii
1062	Maricela	Escobedo
1063	John	Allison
1064	Michael	Dunn iii
1065	Dolon	Justleen
1066	Dakota	Wilbourn
1067	Travis	Wyrick
1068	Matthew	Ames
1069	Ngoan	Tran
1070	Milrose	Camacho
1071	Yongoran	Felsiano
1072	Erselinda	Santos
1073	Johnny	Brooks
1074	Anthony	Adams
1075	Robert	Baker
1076	Shelby	Сох
1077	Arron	Fly
1078	Lisa	Orlando
1079	Lori	Bates
1080	Allen	Christopherson

	FIRST NAME	LAST NAME
1081	Tony	Holman
1082	Samantha	Alexander
1083	Misael	Aguero
1084	Octavio	Martinez Maldonado
1085	Susiann	Billy
1086	Kirstyn	Kollmeyer
1087	Mitany	Elikios
1088	Joseph	Kellett
1089	Jose	Del Val
1090	Ezra	Karatel
1091	Jerremy	Skocy
1092	Jeffery	Simmons
1093	Richard	Dawes
1094	Ellen	Duvall
1095	Blanca	Hickman
1096	Troy	Cramblett
1097	Clevie	Snell
1098	Micah	Hummel
1099	Marcia	Felix
1100	Beatriz	Herrera
1101	Jimmy	Pearish
1102	Donna	Billy
1103	Julian	Billy
1104	MARINTA	ELIPAS
1105	Christopher	Withnell
1106	Jason	Hershey
1107	Jacob	Tilton
1108	Cory	Bowser
1109	Rita	Smith
1110	Casey	Quincy
1111	Daniel	Penley
1112	Ebony	Copeland
1113	Michelle	Morton
1114	Sierra	Morton
1115	Clell	Pippin
1116	Troy	Heim
1117	Jose	Merida
1118	CARLOS	BARRILLAS GUEVARA
1119	ARMANDO	TEBALAN
1120	Donis	Juarez

	FIRST NAME	LAST NAME
1121	Myra	Garcia Chavez
1122	AUREA	NAVA
1123	Robert	Tanner
1124	John	James
1125	Jordano	Cortez
1126	Gabriel	Elias
1127	Candida	Hudson
1128	Franson	Martin
1129	Matson	Johnmark
1130	John	Pedro
1131	Erika	Sarceno
1132	Isako	Manuel
1133	Osmar	Marinero
1134	Albert	Jaramillo
1135	Stephen	Baker
1136	Emeterio	Salas
1137	JULIO	NIZ CHILEL
1138	RIGOBERTO	HERNANDEZ
1139	Douglas	Monzon Reyes
1140	Edgar	Walters
1141	Anjemillo	Ochalib
1142	Julio	Solis Mazariegos
1143	Zachary	Teter
1144	Jacob	Lee
1145	CESAR	PEREZ CORADO
1146	Brandy	Edmonds
1147	Crystal	Adamson