

# **EXHIBIT 1**

1 AMENDED SETTLEMENT AGREEMENT AND RELEASE

2 This Amended Settlement Agreement and Release (“Settlement Agreement”) is made  
3 and entered into by, and between Regmon L. Hawkins (“Plaintiff”), on behalf of himself and the  
4 Class Members (defined below), and Defendant S2Verify, LLC (hereafter “Defendant” or  
5 “S2Verify”). Plaintiff, Class Members (defined below), and Defendant are collectively referred to  
6 as the “Parties.” For the claims specifically made subject to this agreement, as set forth herein,  
7 the Parties desire to fully, finally, and forever resolve, discharge, and settle all released rights and  
8 claims. This agreement wholly supersedes the previous agreement of the Parties that was  
9 submitted for preliminary approval on September 23, 2016.

10 I. RECITALS

11 WHEREAS, on June 16, 2015, Plaintiff commenced the lawsuit styled *Hawkins v. S2Verify*,  
12 *et al.*, in the Superior Court of Alameda County, California, Case No. RG15774306.

13 WHEREAS, on July 29, 2015, S2Verify removed the case to the United States District  
14 Court for the Northern District of California, under Case No. 3:15-cv-3502-WHA, *Hawkins v.*  
15 *S2Verify et al.* (the “Lawsuit”), before the Honorable William H. Alsup, United States District  
16 Judge.

17 WHEREAS, in the Lawsuit, Hawkins alleged, *inter alia*, that S2Verify willfully failed to  
18 comply with the requirements of the FCRA, 15 U.S.C. § 1681, *et seq.*, in connection with the  
19 preparation and sale of consumer reports to its clients; and

20 WHEREAS, the parties engaged in extensive motion practice relating to the merits of  
21 Plaintiff’s FCRA claims, including S2Verify’s motion to strike the class allegations (Dkt. 12),  
22 motion to dismiss certain claims (Dkt. 42), Plaintiff’s responses in opposition, and S2Verify’s  
23 replies; and

24 WHEREAS, the parties engaged in extensive discovery, including the production and  
25 review of more than 108,000 of S2Verify’s consumer reports, and the depositions of named  
26 Plaintiff Regmon Hawkins and S2Verify’s president and organizational representative, James  
27 Zimbardi;

1           **WHEREAS**, on June 6, 2016, Plaintiff filed a motion for class certification (Dkt. 65), to  
2 which S2Verify filed a response in opposition (Dkt. 70), and Plaintiff filed a reply in support (Dkt.  
3 73);

4           **WHEREAS**, on July 20, 2016, S2Verify filed a motion for summary judgment (Dkt. 76);

5           **WHEREAS**, on July 26, 2016, the Court entered an order (Dkt. 82) certifying a class,  
6 appointing Plaintiff as class representative, and appointing the law firms of Caddell & Chapman  
7 and DHF Law as class counsel, with Caddell & Chapman appointed lead class counsel; and

8           **WHEREAS**, on August 2, 2016, S2Verify withdrew its motion for summary judgment;  
9 and

10           **WHEREAS**, on August 3, 2016, the Court entered an order (Dkt. 85) granting the Parties'  
11 stipulation of dismissal of Plaintiff's claims pled in Count I of Plaintiff's First Amended Complaint,  
12 brought under 15 U.S.C. §1681e(b) and 1681k(a)(1)-(2), without prejudice; and

13           **WHEREAS**, on August 22, 2016, the Court entered an order (Dkt. 88) approving the  
14 Parties' Notice of Class Certification and Request for Exclusion, and appointing American Legal  
15 Claim Services, LLC ("ALCS") as the Claims Administrator for the purpose of administering  
16 direct mailing to class members and assisting with processing opt-outs to the class; and

17           **WHEREAS**, on September 6, 2016, in accordance with the Court's order approving class  
18 notice plan (Dkt. 88), the Claims Administrator mailed class notice and request for exclusion forms  
19 to 4,363 individuals in the Class, notifying them that their postmark deadline to exclude themselves  
20 as a Class Member was October 7, 2016; and

21           **WHEREAS**, on September 13, 2016, after engaging in arm's length settlement  
22 negotiations at a Settlement Conference before the Honorable Jacqueline Scott Corley, the Parties  
23 agreed to settle the Lawsuit, with the key details memorialized into a memorandum of  
24 understanding.

25           **WHEREAS**, the parties have attempted in all respects to draft the Settlement Agreement  
26 in compliance with the Court's Docket Number 11, and to the extent the Court finds that this  
27 Settlement Agreement does not comply with Docket Number 11 in any respect, the Parties agree  
28

1 that Docket Number 11 controls.

2 **NOW, THEREFORE, IT IS AGREED**, by and among the Parties, that all of the claims  
3 made by Plaintiff against S2Verify on his own behalf, and on behalf of the Class Members, should  
4 be settled, compromised, and dismissed on the merits, and with prejudice, under the terms and  
5 conditions set forth below, subject to approval by the Court, without (1) any admission or  
6 concession by Plaintiff and the Class Members that the Lawsuit lacks merit, or (2) any admission  
7 or concession by Defendant of liability or wrongdoing, or that any defense to the claims at issue in  
8 the Lawsuit lack merit.

## 9 II. DEFINITIONS

10 As used in this Settlement Agreement, the terms defined below shall have the meanings  
11 assigned to them when capitalized in the same fashion as in this Part II.

12 2.1 **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and  
13 Release.

14 2.2 **“CAFA Notice”** means notice of this proposed settlement to appropriate federal and  
15 state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. §§1332(d), 1453,  
16 and 1711–1715, and specifically 28 U.S.C. § 1715.

17 2.3 **“Claims Administrator”** means ALCS, the third-party class action settlement claims  
18 administrator selected by Class Counsel and approved by the Court.

19 2.4 **“Class”** means the following:

20 (1) Regmon L. Hawkins and (2) all other natural persons within the United States  
21 (including all territories and other political subdivisions of the United States) (a) who  
22 were the subject of a consumer report S2Verify furnished to Chase Professionals, IPC  
23 International, Inc., Foodtemps, Inc. d/b/a Foodstaff, Mississippi Gaming  
24 Commission, StaffMasters, Inc., T&T Staff Management, Inc., Tarrant Regional  
25 Water District, TRC Staffing Services, or United Refining Company, (b) from June 16,  
26 2013 through February 28, 2014, and (c) whose report contained any public record of  
27 criminal arrest, charge, information, indictment, or other adverse item of information  
28 other than records of an actual conviction of a crime, which antedated the report by  
more than 7 years. Excluded from the class definition are any employees, officers, or  
directors of S2Verify, any attorneys appearing in this case, and any judges assigned to  
hear this case as well as their immediate family and staff.

1           2.5       “**Class Counsel**” means Caddell & Chapman (as lead class counsel) and DHF Law,  
2 P.C.

3           2.6       “**Class Member**” means any person who belongs to the Class and does not timely opt  
4 out of the Class.

5           2.7       “**Class Period**” means June 16, 2013 through February 28, 2014.

6           2.8       “**Consumer**” means an individual, as defined by 15 U.S.C. §1681a(b) and (c).

7           2.9       “**Court**” means the Honorable William H. Alsup, Judge for the United States District  
8 Court for the Northern District of California.

9           2.10      “**Defendant**” means S2Verify, LLC.

10          2.11      “**Effective Date**” means the date of the Court’s entry of the Final Approval Order,  
11 provided there are no objectors to the Settlement. If a Class Member submits a valid objection, the  
12 Effective Date shall be the date on which the Final Approval Order becomes final and non-  
13 appealable by any party or Class Member.

14          2.12      “**Escrow Account**” means a non-interest bearing escrow account with an FDIC  
15 governed bank selected by Class Counsel and the Claims Administrator, with reasonable approval  
16 of Defendant.

17          2.13      “**FCRA**” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and  
18 any subsequent amendments thereto.

19          2.14      “**Final Approval**” means the final approval of the Settlement Agreement by the  
20 Court at, or following, the Final Fairness Hearing, and entry on the Court’s docket of the Final  
21 Approval Order.

22          2.15      “**Final Approval Order**” means a final order and judgment entered by the Court  
23 giving Final Approval to the Settlement Agreement, dismissing, with prejudice, the claims asserted  
24 in the Lawsuit, and entering a judgment according to the terms set forth in this Settlement  
25 Agreement.

26          2.16      “**Final Fairness Hearing**” means the hearing at which the Court will consider, and  
27 finally decide, whether to approve this Settlement, enter the Final Approval Order, and make such  
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1 other rulings as are contemplated by this Settlement.

2 2.17 “**Identified Clients**” means Chase Professionals, IPC International, Inc., Foodtemps,  
3 Inc. d/b/a Foodstaff, Mississippi Gaming Commission, StaffMasters, Inc., T&T Staff  
4 Management, Inc., Tarrant Regional Water District, TRC Staffing Services, and United Refining  
5 Company.

6 2.18 “**Mail Notice**” means the notice that will be mailed to the Class Members under the  
7 Notice Plan.

8 2.19 “**Notice and Administration Expenses**” means the fees, costs, and expenses  
9 incurred by the Claims Administrator that are reasonably necessary to carry out its obligations  
10 under this Settlement Agreement.

11 2.20 “**Notice Plan**” means the plan for disseminating the Notice to Class Members as  
12 described in this Settlement Agreement.

13 2.21 “**Preliminary Approval**” means preliminary approval of the Settlement Agreement  
14 by the Court and approval of the method and content of notice to the Class.

15 2.22 “**Preliminary Approval Order**” means the order entered by the Court granting  
16 Preliminary Approval.

17 2.23 “**Settlement Fund**” means \$1,090,750.00.

18  
19 **III. NO ADMISSION OF LIABILITY**

20 Defendant has asserted, and continues asserting, defenses in this Lawsuit and has expressly  
21 denied, and continues denying, any fault, wrongdoing, violation of law, or liability arising from the  
22 misconduct alleged in the Lawsuit. Defendant further denies the validity of each claim and prayer  
23 for relief asserted in the Lawsuit. The Parties expressly acknowledge and agree that neither the fact  
24 of, nor any provision in, this Settlement Agreement, nor any of the implementing documents or  
25 actions taken under them, nor Defendant’s willingness to enter into this Settlement Agreement,  
26 nor the content or fact of any negotiations, communications, and/or discussions associated with  
27 the Settlement shall constitute, or be construed as, an admission by, or against, Defendant of any  
28 fault, wrongdoing, violation of law, or liability, the validity of any claim, or allegation raised in the

1 Lawsuit, or any infirmity of any defenses asserted by Defendant in the Lawsuit.

2 **IV. MOTION FOR PRELIMINARY APPROVAL**

3 In accordance with the Court's order of September 14, 2016 (Dkt. 95), the Parties will file  
4 a Joint Motion for Preliminary Approval seeking entry of an order that would: (a) preliminarily  
5 approve this Settlement Agreement; (b) approve the proposed Mail Notice to the proposed Class  
6 Members; and (c) appoint the Claims Administrator. If the Court denies Preliminary Approval,  
7 the Parties agree to negotiate in good faith to resolve any issues the Court identifies as precluding  
8 Preliminary Approval.

9 **V. NOTICE PLAN**

10 5.1 **Mail Notice.** The Parties will agree upon and submit to the Court, for Preliminary  
11 Approval, a Mail Notice that apprises the Class Members of their rights under this Settlement  
12 Agreement.

13 5.2 **Timing of Mail Notice.** Within thirty (30) days following Preliminary Approval, the  
14 Claims Administrator will send the Mail Notice by first class U.S. Mail, postage prepaid, to the  
15 last known address of each Class Member, as updated through the National Change of Address  
16 database. If a Mail Notice is returned to the Claims Administrator as undeliverable or with a  
17 forwarding address, the Claims Administrator shall, within thirty (30) days after originally mailing  
18 the Mail Notice, re-distribute Mail Notice *via* first-class U.S. mail, postage prepaid, to updated  
19 addresses for Class Members as made known to the Claims Administrator by address change  
20 notifications from the U.S. Postal Service, or as otherwise reasonably obtained by the Claims  
21 Administrator. The Parties agree that, if necessary, the Claims Administrator may take steps to  
22 determine a Class Member's last known addresses by using generally recognized commercial  
23 databases such as Accurint or Experian Address Update. Not later than twenty (20) days before  
24 the Final Fairness Hearing, the Claims Administrator shall cause proof of mailing of Mail Notice  
25 to be filed with the Court. Following exhaustion of the procedures set forth in this Subsection, the  
26 Parties, and the Claims Administrator, shall have no further obligation to send Mail Notice to Class  
27 Members.  
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1           5.3       **CAFA Notice.** No later than ten (10) days after this Settlement Agreement is filed  
2 with the Court, Defendant will serve CAFA Notices as required under 28 U.S.C. § 1715(a).  
3 Defendant will bear the cost associated with sending CAFA Notice. Defendant shall file with the  
4 Court a certification indicating the date when CAFA Notice was served.

5                                   **VI.     PROCEDURES FOR CLAIMS OBJECTIONS**

6           6.1       **Objections from Class Members.** The Parties agree and understand that any Class  
7 Member who has not opted out of the Class by the October 7 deadline (as specified in the Notice  
8 of Class Certification previously mailed), but who instead wishes to object to the Settlement or any  
9 other matters as described in the Mail Notice, may do so by filing with the Court a written notice  
10 of his or her intention to object. The Parties will ask the Court to require each written objection  
11 notice to include (1) the Class Member's full name, current address, email address and telephone  
12 number, (2) each objection and the specific legal and factual basis therefore, (3) the objecting Class  
13 Member's signed verification of membership in the Class, (4) a list of all cases, by name and case  
14 number, in which the objector and/or his/her counsel has filed or in any way participated in—  
15 financially or otherwise—objections to a class action settlement in the previous five (5) years; and  
16 (5) copies of any papers in support of his or her objection. The Parties will also ask the Court to  
17 require each written objection notice to be filed with the Court and served on Class Counsel and  
18 Defendant's Counsel at the addresses provided in the Mail Notice. The Parties will also ask the  
19 Court to require any written objection to the Settlement to indicate if the Class Member, or his or  
20 her counsel, intend to appear at the Final Fairness Hearing, and that any lawyer who intends to  
21 appear at the Final Fairness Hearing must enter a written Notice of Appearance of Counsel with  
22 the clerk of the no later than the date set by the Court in its Preliminary Approval Order that  
23 includes the full caption and case number of each previous class action case in which that counsel  
24 has represented an objector.

25           If a Class Member's objection is submitted through an attorney, the Parties will also ask  
26 the Court to require the objection to include, in addition to the information set forth in the previous  
27 paragraph: (a) the identity and number of the Class Member(s) represented by objector's counsel;  
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1 (b) the number of such represented Class Members who have opted out of the Class; and (c) the  
2 number of such represented Class Members who have remained in the Class and have not objected.

3 The Parties will recommend that all objections be submitted in accordance with the  
4 previous paragraphs so that the objection and supporting materials are received by the Court and  
5 the Parties no later than fourteen (14) days prior to the Final Approval Hearing. Any Class Member  
6 who does not submit a timely objection in accordance with this Agreement and otherwise as  
7 ordered by the Court shall not be treated as having filed a valid objection to the Settlement and  
8 shall lack standing and forever be barred from raising any objection to the Settlement and from any  
9 adjudication or review of the Settlement by appeal or otherwise.

## 10 VII. FINAL FAIRNESS HEARING AND FINAL APPROVAL

11 7.1 **Final Fairness Hearing.** The Parties will jointly request that the Court hold the Final  
12 Fairness Hearing to consider approval of the Settlement as provided for herein approximately one  
13 hundred (100) days after Preliminary Approval, but in no event earlier than ninety (90) days after  
14 CAFA Notice is served. On or before a date at least fourteen (14) days before the Final Fairness  
15 Hearing, or as otherwise directed by the Court, Class Counsel shall file a motion for entry of the  
16 Final Approval Order. The Parties agree that the Final Approval Order constitutes a final  
17 judgment. The Parties will cooperate, and take all necessary steps, to effectuate Final Approval of  
18 the Settlement.

19 7.2 **Final Approval.** All relief contemplated by this Settlement Agreement is expressly  
20 contingent upon the Settlement Agreement receiving the Court's Final Approval. If the Court  
21 rejects the Settlement, the Parties agree to work in good faith to resolve any differences they may  
22 have regarding any revised Settlement Agreement to be resubmitted to the Court, and if the Parties  
23 are unable to resolve any such differences on their own, the Parties consent to the jurisdiction of  
24 Magistrate Judge Corley for the purpose of helping the Parties to resolve any disputes about the  
25 terms and conditions of any revised Settlement Agreement to be re-submitted to the Court.

## 26 VIII. SETTLEMENT BENEFITS

27 8.1 **Common Fund.** The Settlement Fund shall be a common fund for the benefit of the  
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1 Class Members. The Settlement Fund shall be established as follows:

2 (a) The Parties shall create the Escrow Account.

3 (b) Defendant will deposit the full balance of the Settlement Fund in the Escrow Account  
4 no later than ten (10) business days after the Effective Date.

5 (c) Upon depositing the full balance of the Settlement Fund, Defendant shall have no other  
6 obligation to the Class Members under the Settlement Agreement.

7 **8.2 Distribution.** The Settlement Fund shall be divided equally among the Class  
8 Members after any reduction for attorneys' fees, costs, or service awards awarded by the Court,  
9 and administration costs. Any amounts not distributed or collected, including uncashed checks,  
10 shall be redistributed to the Class Members who cash the initial settlement distribution checks  
11 within sixty (60) days of issuance, less the cost of the redistribution, unless the amount remaining  
12 after deducting administrative costs is so de minimis (i.e., under \$3.00 per Class Member) as to  
13 not warrant a payment. Such funds will then be distributed to a *cy pres* beneficiary agreed upon by  
14 the Parties and approved by the Court.

15 **8.3 Timing and Method of Payout.** The amounts payable shall be payable, by personal  
16 check, thirty (30) days after the Effective Date.

17 **8.4 Taxes and Tax Expenses.** The Claims Administrator will be responsible for issuing  
18 (a) W-9 Forms and (b) 1099 Forms only if required.

19 **IX. SERVICE AWARD AND NOTICE AND ADMINISTRATION EXPENSES**

20 **9.1 Service Award to Plaintiff.** On behalf of named Plaintiff Regmon Hawkins, Class  
21 Counsel shall make an application to the Court for the Court's approval of a service award in the  
22 amount of \$1,000, to be paid from the Settlement Fund, as compensation for his time and efforts  
23 expended on behalf of the Class, including monitoring this lawsuit on behalf of the Class, being  
24 deposed, and responding to other discovery, regardless of whether he supports the  
25 Settlement. Said application shall be submitted with the motion for final approval of the  
26 Settlement. Should the Court award Hawkins a service award, such award shall constitute the sole  
27 consideration for Hawkins' efforts on behalf of the Class and will be in addition to his rights to  
28

1 obtain benefits of the Settlement as any other Class Member.

2 9.2 **Notice and Administration Expenses.** The expense of Class Administration and  
3 Notice shall be paid out of the Settlement Fund.

4 **X. DISMISSAL OF LAWSUIT AND RELEASE OF CLAIMS**

5 10.1 **Stipulation of Dismissal of Lawsuit.** Within five (5) days of the Court's entry of Final  
6 Approval of the Settlement, the Parties shall file a stipulation to dismiss the Lawsuit with prejudice  
7 against S2Verify, except that the Court shall retain jurisdiction to enforce the Settlement.

8 10.2 **Release.** In exchange for the relief described in this Settlement Agreement, and  
9 effective immediately upon filing the Stipulation of Dismissal referenced in the previous  
10 paragraph, Class Members, on behalf of themselves and their respective spouses, heirs, executors,  
11 trustees, guardians, wards, administrators, representatives, agents, attorneys, partners,  
12 successors, predecessors and assigns, and all those acting on their behalf, completely, finally and  
13 forever release and discharge S2Verify of, and from, any and all claims under 15 U.S.C. §§ 1681c  
14 and 1681n of the FCRA arising out of their consumer reports prepared by S2Verify and which  
15 Plaintiff asserts on behalf of the certified Class.

16 **XI. MISCELLANEOUS PROVISIONS**

17 11.1 **Admissibility of Settlement Agreement.** This Settlement Agreement shall not be  
18 offered, nor be admitted, into evidence in the Lawsuit, or any action, or proceeding, except (1) the  
19 hearings necessary to obtain and implement Court approval of the Settlement, or (2) any hearing  
20 to enforce the terms of this Settlement Agreement.

21 11.2 **Successors and Assigns.** The terms of this Settlement Agreement shall apply to, and  
22 bind, the Parties, as well as their heirs, successors and assigns.

23 11.3 **Cooperation.** The Parties and their counsel agree to cooperate fully in seeking Court  
24 approval for this Settlement Agreement, use their best efforts to effectuate the consummation of  
25 the Settlement, and protect the Settlement Agreement by applying for appropriate orders enjoining  
26 others from initiating, or prosecuting, any action arising out of, or related to, facts or claims alleged  
27 in the Lawsuit, if so required.  
28

1           11.4     **Entire and Voluntary Agreement.** The Parties intend the Settlement Agreement to  
2 be a final and complete resolution of the Lawsuit. The Parties agree the terms and conditions of  
3 the Settlement Agreement were negotiated at arm's length, and in good faith, and were reached  
4 voluntarily after consultation with competent legal counsel. There shall be no presumption for, or  
5 against, any Party that drafted all, or any portion, of this Settlement Agreement. This Settlement  
6 Agreement includes the entire agreement and understanding concerning the subject matters  
7 between the Parties addressed herein, and supersedes all prior negotiations and proposals, whether  
8 written or oral. The Parties and their agents and attorneys, have not made any promise,  
9 representation or warranty that is not included in this Settlement Agreement, and the other  
10 documents referred to in this Settlement Agreement, to induce Plaintiff, Class Counsel, and  
11 Defendant to execute the Settlement Agreement. The Parties represent they have not executed  
12 this Settlement Agreement, or any other documents, in reliance on any promise, representation or  
13 warranty that is not included, or referred to, in this Settlement Agreement.

14           11.5     **Headings for Convenience Only.** The headings in this Settlement Agreement are for  
15 the convenience of the reader only, and shall not affect the meaning, or interpretation, of this  
16 Settlement Agreement.

17           11.6     **Amendments.** This Settlement Agreement may only be amended, or modified, by a  
18 written instrument signed by Defendant, Plaintiff, and Class Counsel, or their respective  
19 successors-in-interest, or by express agreement made before the Court and on the record.

20           11.7     **Authorization of Counsel.** Class Counsel, on behalf of the Class, are expressly  
21 authorized by Plaintiff and the Class Members to take all appropriate action required, or permitted,  
22 to be taken by the Class under the Settlement Agreement to effectuate its terms, and also are  
23 expressly authorized to modify or amend the Settlement Agreement on behalf of the Class as they  
24 deem reasonably necessary or appropriate. Each attorney, or other person, executing this  
25 Settlement Agreement on behalf of any Party warrants that such attorney, or other person, has full  
26 authority to do so.

1        11.8     **Court’s Jurisdiction.** The Parties intend to ask the Court to retain jurisdiction with  
2 respect to implementation and enforcement of the terms of this Settlement Agreement.

3        11.9     **Construction.** Before declaring any provision of this Settlement Agreement invalid,  
4 the Parties intend to ask the Court to first attempt to construe the provision valid to the fullest  
5 extent possible consistent with applicable precedent, so as to find all provisions of this Settlement  
6 Agreement valid and enforceable.

7        11.10    **No Claims Arising from this Settlement Agreement.** No person shall have any claim  
8 against S2Verify, nor counsel for S2Verify, Plaintiff, or Class Counsel, based on distribution of  
9 benefits made in accordance, or in substantial accordance, with this Settlement Agreement, as well  
10 as Order(s) by the Court related to the Settlement.

11       11.11    **Counterparts.** This Settlement Agreement may be executed in one, or more,  
12 counterparts and by facsimile. All executed counterparts and each of them shall be deemed to be  
13 one and the same instrument. Counsel for the Parties shall exchange, among themselves, signed  
14 counterparts, and a complete set of executed counterparts shall be filed with the Court.

15            IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused  
16 this Settlement Agreement and Release to be executed by their duly authorized representatives.

17     **For the Plaintiff and the Class:**

18  
19       
20     \_\_\_\_\_

21     Michael A. Caddell  
22     Caddell & Chapman

23     **For Defendant S2VERIFY:**

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25  
26     \_\_\_\_\_  
27  
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2 respect to implementation and enforcement of the terms of this Settlement Agreement.

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10 as Order(s) by the Court related to the Settlement.

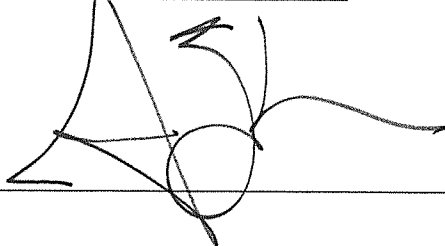
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13 one and the same instrument. Counsel for the Parties shall exchange, among themselves, signed  
14 counterparts, and a complete set of executed counterparts shall be filed with the Court.

15       IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused  
16 this Settlement Agreement and Release to be executed by their duly authorized representatives.

17       **For the Plaintiff and the Class:**

18  
19  
20 \_\_\_\_\_  
21 Michael A. Caddell  
22 Caddell & Chapman

23       **For Defendant S2VERIFY:**

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25 \_\_\_\_\_  
26   
27  
28