

Exhibit “A”

SETTLEMENT AGREEMENT AND RELEASE
O'Brien v. GovSimplified, LLC
Case No. 15-cv-20702-MGC

This Settlement Agreement and Release (“Agreement” or “Settlement”) is made and entered into this 22nd day of February, 2016, by and among (1) Plaintiff Kelsey O’Brien and Putative Plaintiff Kathleen Advey, for themselves and on behalf of the Settlement Class (as defined below), (“Plaintiffs”) and (2) Defendant GovSimplified, LLC (“Defendant” and together with Plaintiff, the “Parties”), subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. As provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of the Settlement Class against Defendant in the action titled *O’Brien v. GovSimplified, LLC*, Case No. 15-CIV-20702-MGC (S.D. Fla.) (the “Action”) shall be settled and compromised upon the terms and conditions contained herein.

I. Recitals

1. On January 20, 2015, Plaintiff Kelsey O’Brien filed the Action, a class action complaint, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
2. On February 19, 2015, Defendant removed the Action to the United States District Court for the Southern District of Florida.
3. On January 11, 2016, during mediation, the Parties reached a settlement. The terms of that settlement are set forth in the Settlement Term Sheet signed by the parties on January 12, 2016.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

4. “Class Counsel” means:

Andrew Benjamin Boese
Leon Cosgrove LLC
255 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Phone: 305-740-1975
Fax: 305-437-8158
Email: aboese@leoncosgrove.com

Jana Eisinger
Martinez Law Group, P.C.
720 South Colorado Boulevard
South Tower
Suite 1020
Denver, CO 80246
Phone: 303-597-4012
Email: eisinger@mlgroupopc.com

5. “Class Period” means the period from January 20, 2011, through the first day Notice is first emailed, mailed, or published.
6. “Court” means the United States District Court for the Southern District of Florida.
7. “Effective Date” means the date on which the Final Approval Order is entered, is no longer subject to review by any court, and has not been reversed.
8. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded

to Class Counsel and the amount of the incentive awards to Plaintiffs. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders. “Preliminary Approval” means the date Preliminary Approval of the Settlement is granted.

9. “Final Approval Hearing” means the hearing set pursuant to Section IX hereof.
10. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
11. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
12. “Notice Program” means the method provided for in this Agreement for giving Notice to members of the Settlement Class.
13. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first emailed, mailed, or published and that ends on the date set by the Court. The deadline for the Opt-Out Period will be specified in the Notice, subject to Court approval.
14. “Settlement” means the terms specified by this Agreement.
15. “Settlement Administrator” means one of three firms selected by Plaintiff’s counsel and provided to Defendant for final selection, subject to Court approval. The firm selected shall manage the notice and claims administration process.
16. “Settlement Amount” means the amount that Defendant must pay to fund the Settlement as established under Sections X, XI, and XII hereof.

III. Certification of the Settlement Class

17. For settlement purposes only, the Parties agree to ask the Court to certify the following

“Settlement Class” under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All consumers in the United States who — from January 20, 2011, through the first day Notice is emailed, mailed, or published — purchased EINs on GovSimplified’s EIN websites, www.ein-gov.us, www1.ein-gov.us, www.taxid-gov.us, www1.taxid-gov.us, and www.govsimplified.co/ein. Excluded from the Settlement Class are all persons who purchased EINs on GovSimplified’s EIN websites, www.ein-gov.us, www1.ein-gov.us, www.taxid-gov.us, www1.taxid-gov.us, and www.govsimplified.co/ein, and received a direct refund or indirect refund through chargeback; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action, and all of her immediate families and judicial staff.

Defendant represents that www.ein-gov.us, www1.ein-gov.us, www.taxid-gov.us, www1.taxid-gov.us, and www.govsimplified.co/ein are the only websites that it owns or operates and that offer assistance in obtaining EINs.

IV. Settlement Consideration

18. In consideration for the releases provided in Section XIII, and subject to Court approval, Defendant shall agree to compensation of the Settlement Class, payment of all costs of administration, of the Settlement, payment of attorney’s fees and costs, and payment of incentive awards to Plaintiffs in an amount not to exceed \$900,000.

19. Defendant further stipulates to the following injunctive relief as to the Employer Identification Numbers (“EINs”) sold on GovSimplified’s EIN websites by GovSimplified, consistent with the relief requested in the Amended Complaint:

- a. GovSimplified will agree to revise the website disclaimers on GovSimplified’s EIN websites, www.ein-gov.us, www1.ein-gov.us, www.taxid-gov.us, [{00087843.2 }](http://www1.taxid-</p></div><div data-bbox=)

gov.us, and www.govsimplified.co/ein, to a 14 pixel font size, in a darker color than contained in the current website that will contrast with the background;

- b. GovSimplified will revise the language on the front page of each EIN website to replace the term “SS4” with “EIN Number”;
- c. GovSimplified will agree to include its corporate name on the SS4 form where the third party designee is required to be identified; and
- d. GovSimplified has implemented and agrees to maintain a process whereby no applications are processed without first obtaining the client signature on the Form SS4 prepared by Defendant.

V. Settlement Approval

- 20. By no later than March 11, 2016, Class Counsel will move the Court for an order granting preliminary approval of this Settlement.
- 21. Class Counsel will move the Court for an order granting final approval of this Settlement and awarding attorneys’ fees, costs, and incentive awards prior to any deadline set by the Court.
- 22. Defendant will support Class Counsel’s motion for Preliminary Approval and motion for Final Approval.

VI. Discovery

- 23. Defendant will cooperate with Class Counsel by making relevant data available to Class Counsel and the Settlement Administrator to facilitate the provision of Notice and the distribution of the Settlement Amount.
- 24. No later than ten days after Preliminary Approval, Defendant will provide the additional reasonable discovery set forth in the Motion for Preliminary Approval. In further support

of the Settlement and to facilitate Notice and the claims administration process, Defendant will cooperate with Class Counsel in the preparation of all filings and Court appearances required in support of this Settlement.

VII. Settlement Administrator

25. With the consent of Class Counsel, Defendant has selected Dahl Administration as Notice provider and Settlement Administrator. Dahl Administration shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Email Notice to Settlement Class Members and distributing the Settlement Amount.
26. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:
 - a. Obtain from Defendant or elsewhere name and email and mail address information for Settlement Class Members (to the extent it is available), and verify and update the addresses received, for the purpose of sending the Email Notice, and, where required, the Mail Notice, and later mailing settlement checks, as appropriate, to Settlement Class Members;
 - b. Establish and maintain the Settlement Website;
 - c. Respond to any Settlement Class Member inquiries by mail or telephone;
 - d. Process all requests for exclusion from the Settlement Class;
 - e. Provide a report to Class Counsel and Defendant that summarizes the number of requests for exclusion received and other pertinent information;

- f. At Settlement Class Counsel's request in advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class, and provide any other information required in support of Preliminary and Final Approval;
- g. Process and transmit distributions to Settlement Class Members from the Settlement Amount; and
- h. Pay invoices, expenses and costs upon approval by Class Counsel and Defendant, as provided in this Agreement.

VIII. Notice to Settlement Class Members

- 27. With the motion for Preliminary Approval, Class Counsel will submit a proposed form of Notice and Notice Program that has been agreed to by Defendant, which identifies Dahl Administration as the Settlement Administrator who will be providing Notice to the Settlement Class and describes the plan for dissemination of Notice. The parties agree and expect that the Notice Program will include the following, subject to Court approval:
 - a. the Settlement Administrator will email the short-form notice to those Settlement Class members for whom Defendant has email addresses;
 - b. the Settlement Administrator will send the short-form notice on a postcard by United States mail to those Settlement Class members for whom Defendant does not have email addresses or where the email address is invalid or undeliverable;
 - c. the Settlement Administrator will post the long-form and short-form notice to a case-specific website that will include additional information about the lawsuit and the Court's pertinent orders; and

- d. If necessary, a reminder notice will be sent by email and, where the email address is invalid or undeliverable, by mail.
- 28. The text and format of the notice and claims documentation will be mutually agreed to by the Parties, subject to approval by the Court. Notice shall be paid for from the Settlement Amount.
 - 29. Upon Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program.
 - 30. The Notice shall include a procedure for Settlement Class Members to opt out of the Settlement Class. A Settlement Class Member may opt out of the Settlement Class at any time during the Opt-Out Period, which shall be identified by the Parties and approved by the Court. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement upon Final Approval.
 - 31. The Notice shall include a procedure for Settlement Class Members to object to the Settlement or any aspect of it. Objections to the Settlement must be mailed to the Clerk of the Court, Class Counsel, and Defendant's counsel (as set forth in ¶ 32). For an objection to be considered by the Court, the objection must be received by the Court on or before the last day of the Opt-Out period, as specified in the Notice.
 - 32. For an objection to be considered by the Court, the objection must also set forth (subject to approval by the Court):
 - a. the name of the Action;
 - b. the objector's full name, address and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;

- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
 - e. documentation or attestation sufficient to establish membership in the Class;
 - f. copies of any other documents upon which the objection is based;
 - g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 - h. the identity of all counsel who will appear at the Final Approval Hearing;
 - i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
 - j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - k. the objector's signature (an attorney's signature is not sufficient).
33. The Settlement Administrator shall perform, to the extent practicable, reasonable address traces for all e-mailed notices that are undeliverable. The Settlement Administrator will make a reasonable effort to mail or re-e-mail notices to those Settlement Class Members whose new addresses were identified as of that time through address traces or otherwise.
34. Class Counsel and Defendant will work together with the Claims Administrator in good faith to facilitate the Notice Program and to address any issues that arise.

IX. Final Approval Order and Judgment

35. The Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur.

X. Settlement Fund

36. As noted above, Defendant is obligated to fund the Settlement in an amount not to exceed nine hundred thousand dollars (\$900,000.00) for the compensation of the Settlement Class.
37. Class Counsel's fees and costs, the costs of notice and claims administration, and the incentive awards for Plaintiffs (as described below) will all be deducted from the Settlement Amount, subject to Court approval. Costs of notice and claims administration will be billed by the Settlement Administrator directly to Defendant, with a copy to Class Counsel, and will be paid from the Settlement Amount upon billing.
38. Upon Defendant's payment of claims, fees and costs referenced herein (including costs of notice and claims administration) and the incentive awards to Plaintiffs, Defendant shall no longer be obligated to fund any additional amounts under the terms of the Settlement.

XI. Calculation of Distributions from Settlement Fund

39. The Settlement Class members' claims will be paid out of the Settlement Fund on a claims-made basis as follows:
- a. Each valid claimant shall receive a maximum of 10% of his or her Alleged Damages, where Alleged Damages is defined as the total purchase price that the claimant paid to Defendant for an EIN during the class period; and
 - b. If the total amount of such valid claims exceeds the amount of the Settlement Fund (after payment of Court-approved attorney's fees and costs, costs of notice and claims administration, and incentive awards), each valid claimant shall receive a pro rata share of the Settlement Amount based on the amount of his or her Alleged Damages.

40. Settlement Class members will be required to submit claims via a website established by the Settlement Administrator, and each claim will require the claimant: (i) to swear under penalty of perjury that they were either (a) deceived into believing that Defendant was the IRS; or (b) believes that the claimant received less value for the services provided by Defendant than the amount paid for those services. The Claimant will also be asked to provide the last four digits of the EIN number obtained from Defendant.
41. If a Settlement Class member fails to provide an EIN on the claim form, the Settlement Administrator will provide a follow-up request for an EIN to the Claimant. No otherwise valid claim will be rejected by the Settlement Administrator without permitting the Class Member at least one opportunity to cure any deficiencies.
42. Settlement Class members will have one hundred twenty (120) days from the date of the emailing of Notice to the Settlement Class to file a claim (the "Claims Period").

XII. Funding the Settlement Fund

43. Defendant will not object to Class Counsel's request for payment of attorney's fees and costs not to exceed 1/3 of the Settlement Fund. Within ten (10) days after Preliminary Approval, Defendant shall provide \$100,000.00 to the Settlement Administrator to be placed in escrow (the "Escrow Fund") for the purposes of the payment of attorneys' fees and expenses once those amounts are approved by the Court.
44. Within sixty (60) days after Preliminary Approval, Defendant shall provide an additional \$200,000.00 to the Settlement Administrator to be placed in the Escrow Fund for the purposes of the payment of attorneys' fees and expenses once those amounts are approved by the Court.

45. The Settlement is not conditioned upon approval of any set amount for attorney's fees. Class Counsel will separately file a motion for attorney's fees and costs in conjunction with the motion for Final Approval of the Settlement. Any amount in the Escrow Fund that is not approved for payment for attorney's fees and costs shall be applied to pay valid claims submitted as part of the Settlement. Any amount remaining in the Escrow Fund after all fees, costs and claims have been paid, shall revert to Defendant.
46. Within ten (10) business days after the close of the Claims Period, the Settlement Administrator will provide Class Counsel and Defendant with a spreadsheet or similar list of claimants and the amount of their approved claims. Defendant shall fund the amount to be paid to claimants within ten (10) business days after the Settlement Administrator confirms the total amount to be paid to claimants after the conclusion of the Claims Period. The amount funded by Defendant shall not exceed a total of \$900,000, after deductions of: the amount paid into the Escrow Fund specified in ¶¶ 43-44; the total cost of notice and claims administration specified in ¶ 37; and the incentive awards specified in ¶ 55.
47. As soon as practicable, the Settlement Administrator shall distribute the Settlement Amount to all Settlement Class members who have made claims as set forth above in a manner to be agreed upon by the Parties.

XIII. Releases

48. As of the Effective Date, and except as to such rights or claims as may be created by this Settlement, and in consideration for the settlement benefits described in this Settlement, Plaintiffs and the Settlement Class fully release and discharge Defendant, and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors,

personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the claims alleged in the Action.

49. As of the Effective Date, Defendant, its affiliated companies and their officers, employees, directors, and agents shall be deemed to have released Plaintiffs, the Settlement Class, and their attorneys and agents of and for all claims that were or could be brought against any of them arising from the bringing or conduct of this litigation or the bringing of the claims set forth in the Complaint and Amended Complaint filed by Plaintiffs.

XIV. Payment of Attorneys’ Fees, Costs, and Incentive Awards

50. Defendant agrees not to oppose Class Counsel’s request for attorneys’ fees of up to thirty-three and one-third percent (33.33%) of the Settlement Amount.
51. Defendant agrees not to oppose Class Counsel’s request for reimbursement of costs and expenses.

52. Notwithstanding Defendant's agreement in ¶¶ 50-51, in no event will Class Counsel seek attorneys' fees and costs that in total exceed \$300,000.00 (or 33.33% of the Settlement Amount).
53. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Amount, and pursuant to ¶¶ 43-44, \$300,000.00 of the Settlement Amount shall be set aside in the Escrow Fund for that purpose. The determination of Class Counsel's request for attorneys' fees shall be based on controlling Eleventh Circuit precedent involving the award of fees in common fund class actions.
54. Within three (3) business days of the Effective Date, the Settlement Administrator shall pay from the Escrow Fund to Class Counsel all Court-approved attorneys' fees, costs, and expenses of Class Counsel. Any amounts remaining in the Escrow Fund after the Court's determination regarding attorney's fees and costs shall be used for payment of approved claims. Any amount remaining in the Escrow Fund at the conclusion of the Claims Administration process and after payment of all required fees and costs, shall revert to Defendant.
55. Class Counsel will ask the Court to approve an incentive award of \$7,500.00 to be paid to Plaintiff Kelsey O'Brien and an incentive award of \$1,000.00 to be paid to Putative Plaintiff Kathleen Advey. In addition to the incentive awards, Plaintiffs shall be entitled to file claims. Defendant agrees not to oppose Class Counsel's request for the incentive awards.
56. The Parties negotiated and reached final agreement regarding attorneys' fees, costs, and incentive awards after reaching agreement on all other material terms of this Settlement.

XV. No Admission of Liability

57. This Agreement represents a settlement of disputed claims. It is not, and shall not be construed to be, an admission of any liability or wrongdoing.
58. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement; the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation; and the likelihood of success on the merits of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims and have conducted independent investigation of the allegations in the Amended Complaint. Class Counsel have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the members of the Settlement Class.
59. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and believes that its sale, marketing, and advertising of EINs has always been truthful and not deceptive. Defendant further contends that, for any purpose other than settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability concerning or relating to the allegations in the Action.
60. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct

alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, Defendant has determined that the settlement is fair, adequate, and reasonable. This Agreement or the existence of this settlement shall not be used or cited in any proceeding other than in support of Preliminary and Final Approval of this Settlement.

XVI. Miscellaneous Provisions

61. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
62. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the releasing parties and the Discharged Parties. The Parties will not appeal any ruling in this case apart from rulings relating to this Settlement Agreement.
63. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect, regardless of events that may occur, or court decisions that may be issued in this case or in any other case in any court.
64. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
65. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof, and specifically incorporates and replaces the Settlement Term Sheet previously agreed to by the Parties.

No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

66. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
67. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law, except to the extent federal law controls the issue in dispute.
68. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
69. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. The Parties agree that any suit, action, proceeding or dispute arising out of or relating to this Agreement shall be decided by the Court alone, and the Parties waive any and all right to trial by jury. As part of their respective agreements

to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

70. Class Counsel Signatories. It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The Notice Plan set forth herein will advise Settlement Class members of all material terms of this Settlement, including the binding nature of the Releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class member.

71. Notices. All notices to Class Counsel provided for herein shall be sent by e-mail and facsimile with a hard copy sent by overnight mail to:

Andrew Benjamin Boese
Leon Cosgrove LLC
255 Alhambra Circle
Suite 424
Coral Gables, FL 33134
Tel: 305-740-1975
Fax: 305-437-8158
Email: aboese@leoncosgrove.com

All notices to Defendant, provided for herein, shall be sent by e-mail and facsimile with a hard copy sent by overnight mail to:

Detra Shaw-Wilder
Kozyak, Tropin & Throckmorton, LLP
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, FL 33134
305 728-2969
Fax: 305-961-1033
Email: dps@kttlaw.com

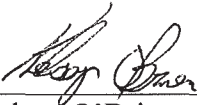
The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other

with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

72. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Defendant and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approval by the Court.
73. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
74. Authority. Class Counsel (for the Plaintiffs), and counsel for Defendant (for Defendant), represent and warrant that the persons signing this Agreement on behalf of their clients have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

Dated: 2/22/16


Kelsey O'Brien
Plaintiff

Dated: _____

Kathleen Advey
Putative Plaintiff

Dated: _____

Andrew Benjamin Boese
Leon Cosgrove LLC
255 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Phone: 305-740-1975
Fax: 305-437-8158
Email: aboese@leoncosgrove.com
Class Counsel

Dated: _____

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720 South Colorado Boulevard
South Tower
Suite 1020
Denver, CO 80246
Phone: 303-597-4000
Email: eisinger@mlgroupc.com
Class Counsel

Dated: _____

GovSimplified, LLC

By: _____

Its: _____

Dated: _____

Kelsey O'Brien
Plaintiff

Dated: 2/21/16 _____

Kathleen Advey
Putative Plaintiff

Dated: _____

Andrew Benjamin Boese
Leon Cosgrove LLC
255 Alhambra Circle, Suite 800
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Phone: 305-740-1975
Fax: 305-437-8158
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Class Counsel

Dated: _____

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Suite 1020
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Phone: 303-597-4000
Email: eisinger@mlgroupopc.com
Class Counsel


Dated: _____

Kelsey O'Brien
Plaintiff

Dated: _____

Kathleen Advey
Putative Plaintiff

Dated: 2/22/16



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Class Counsel

Dated: 2/22/16



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Denver, CO 80246
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Email: eisinger@mlgroupc.com
Class Counsel

Dated: _____

GovSimplified, LLC

By: _____

Its: _____

Dated: _____

Kelsey O'Brien
Plaintiff

Dated: _____

Kathleen Advey
Putative Plaintiff


Dated: _____

Andrew Benjamin Boese
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255 Alhambra Circle, Suite 800
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Class Counsel

Dated: 02/22/16

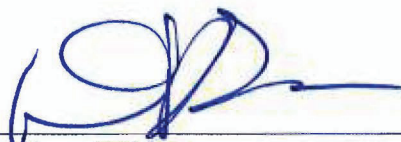


GovSimplified, LLC

By: Guillaume CELLOOCHIE
Its: CEO
Defendant

Dated: _____

2/22/14



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Counsel for Defendant