

special NNA membership certification as notaries, and against whom the Defendants took an adverse action based in whole or in part on such consumer reports, during the Class Period October 6, 2006 to April 22, 2009, without (i) providing the consumers with a copy of the report and a description in writing of their FCRA rights, or (ii) notifying the consumers that the reporting agency that prepared the reports did not make the decision to take the adverse action and was unable to provide the consumer with the specific reasons why the adverse action was taken (“Preliminary Settlement Sub-Class”).

2.2 On the Effective Date, the Preliminary Settlement Class (including the Preliminary Settlement Sub-Class) set forth in 2.1 above will become permanent certified class (“Settlement Class”) unless the Judgment does not become Final.

2.3 In the event the Settlement is not preliminarily and finally approved and implemented, or the Judgment does not become Final, the Preliminary Settlement Class is dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue of class certification will be decided *de novo*, and Defendants are not precluded from challenging class certification.

b. Settlement Provisions

2.4 Pursuant to Sections 4.3 and 6.2 herein, NNA shall pay \$52.00 to each Preliminary Settlement Class member who does not opt out of the Settlement (excluding Preliminary Settlement Sub-Class members, as explained below) for their use for up to one year towards any goods or services available on the NNA website, including NNA membership dues (“Benefit”). If a Preliminary Settlement Class member elects, pursuant to Section 4.3 herein, not to receive

the Benefit, he or she may request and shall receive an alternate \$52.00 cash payment from NNA (“Cash Payment”) (Benefit and Cash Payment, collectively, “Payment”) pursuant to Section 6.2 herein. Pursuant to Sections 4.4 and 6.2 herein, NNA shall pay a total of \$250.00 cash funds to each of the 424 members of the Preliminary Settlement Sub-Class who do not opt out of the Settlement (“Cash Funds”), but Preliminary Settlement Sub-Class members shall not also receive the Payment that is allocated to all other members of the Preliminary Settlement Class. (Benefit, Cash Payment, and Cash Funds, collectively, the “Settlement Funds”).

c. Dismissal of the Civil Action

2.5 Upon final approval of the Settlement at the final Settlement Hearing, the Civil Action will be dismissed with prejudice.

3. Release

3.1 Upon the Effective Date, named Plaintiffs and each member of the Settlement Class who has not opted out of the proposed settlement, and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants in the entirety, co-borrowers, agents, successors, assignees and assigns, and all those others who also claim through them or who assert claims on their behalf (including the government in its capacity as *parens patriae*) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against all Released Defendants. The Parties hereby acknowledge that all Released Defendants are expressly intended beneficiaries of this Release,

4.2 After preliminary approval of this Stipulation by the Court, NNA shall provide to each member of the Preliminary Settlement Class a notice by e-mail, in substantially similar form as the notice attached hereto as Exhibit C, notifying him or her of his or her right to participate in the settlement or to object to or opt out of the settlement ("Settlement Notice"). All putative class members who do not opt out or object within ninety (90) days from the date they were sent the Settlement Notice, as described in the Settlement Notice, shall be considered Class Members and shall be bound by the terms of the Settlement. The Settlement Notices will be sent to the last known electronic address of each Preliminary Class Member. If such electronic address has expired or is rejected, NNA shall be responsible to send the Notice by First Class U.S. Mail, postage prepaid to the last known mailing address available for each member of the Preliminary Settlement Class whose electronic address has expired or is rejected. The notice shall also be posted and made available on a page on NNA's website, the contents of which will be mutually agreeable to Plaintiffs and NNA ("Notice Page").

4.3. All Preliminary Settlement Class Members (except for members of the Preliminary Settlement Sub-Class) will be informed in the Settlement Notice that he or she is entitled to the Benefit and that he or she may elect to take the Cash Payment in lieu of the Benefit under the procedure described in this Section. Preliminary Settlement Class members entitled to a Benefit who elect to take the Cash Payment in lieu of the Benefit, as described in Section 2.4 herein, must complete form Exhibit D and submit it to Class Counsel within ninety (90) days from the date each Preliminary Class Member is sent the Settlement Notice ("Cash Payment Members"). Pursuant to Section 6.2 herein, checks shall be mailed to these Cash Payment Members at the address listed on his or completed form Exhibit D and shall become

void ninety (90) days after issuance. Each Preliminary Settlement Class member entitled to the Benefit who does not opt out of the Settlement and who does not complete form Exhibit D and submit it to Class Counsel within ninety (90) days from the date he or she is sent the Settlement Notice will be presumed to have selected the Benefit (“Benefit Members”).

4.4. Each member of the Preliminary Settlement Sub-Class will be informed in the Settlement Notice that he or she is entitled to the Cash Funds. Pursuant to Section 6.2 below, checks shall be mailed to the Preliminary Settlement Sub-Class who have not opted out of the Settlement at the last known address on file with NNA and shall become void 90 days after issuance.

4.5 The cash funds from any checks mailed pursuant to Section 4.3 or 4.4 that remain uncashed and become stale after the ninety (90) day period provided therein shall be paid 50% each to two cy pres beneficiaries selected by the Plaintiffs (subject to reasonable approval by NNA) and NNA (subject to reasonable approval by Plaintiffs), respectively.

4.6 The parties agree to seek a final approval hearing (“Settlement Hearing”) date approximately 125 days from the date of preliminary approval of the settlement.

4.7 NNA shall cause notice of the proposed settlement that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, to be served on the appropriate federal and state officials no later than ten days after the filing of this Stipulation with the Court (“CAFA Notice”).

8.2 NNA, in its sole discretion, also shall have the right to terminate the Settlement and this Stipulation, including dissolution of the Preliminary Settlement Class, if:

a. more than seven and a half percent (7.5%) of the members of the Preliminary Class members who are entitled to the \$52.00 Benefit elect to take the Cash Payment pursuant to Section 4.3 herein; or

b. more than seven and a half percent (7.5%) of the members of the Preliminary Settlement Class opt out of the Settlement.

8.3 The failure of the Court or any appellate court to approve in full the request by Class Counsel or Plaintiffs for attorney's fees, incentive awards, costs and other expenses shall not be grounds for named Plaintiffs, the Settlement Class, or Class Counsel, to terminate this Stipulation.

8.4. If NNA and Plaintiffs, or either of them, exercise their respective rights to terminate this Settlement and Stipulation pursuant to Section 8.1 or 8.2 herein, they shall terminate the Settlement and this Stipulation, including dissolving the Preliminary Settlement Class, by delivering written notice of the electing party's election to do so ("Termination Notice") to all other parties hereto within thirty (30) days of a Terminating Event or within thirty (30) days of any event described in Section 8.2 above. In the event that a Termination Notice is so provided, then the Settlement and this Stipulation shall be canceled and terminated unless and until Class Counsel and counsel for NNA mutually agree in writing to proceed with the Stipulation.

EXHIBIT D
Form for Election of Cash Payment

Election of Cash Payment

I hereby elect to receive \$52.00 via check in lieu of receiving a \$52.00 benefit for my use towards any goods or services available on National Notary Association's website.

Name of Class Member: _____

Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Email Address: _____

Date: _____

Signature of Class Member