

EXHIBIT A

**DISTRICT COURT
CLARK COUNTY, NEVADA**

STATE OF NEVADA,

Plaintiff,

v.

LENDER PROCESSING SERVICES,
INC.; FIDELITY NATIONAL
INFORMATION SERVICE, INC.; LPS
DEFAULT SOLUTIONS, INC.; DOCX,
LLC; LSI TITLE COMPANY; DOES I-
XX,

Defendants.

CASE NO.: A-11-653289-B

DEPT. NO.: XI

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Plaintiff, STATE OF NEVADA, BY AND THROUGH ATTORNEY GENERAL CATHERINE CORTEZ MASTO (“Attorney General” or “Plaintiff”) and Defendants LENDER PROCESSING SERVICES, INC. (“LENDER PROCESSING SERVICES, INC.”),¹ FIDELITY NATIONAL INFORMATION SERVICES, INC. (“FNIS”), LPS DEFAULT SOLUTIONS, INC.² (“LPSDS”), DOCX, LLC (“DOCX”), and LSI TITLE COMPANY (“LSI”), (hereinafter collectively referred to as “LPS” or “Defendants”), having

¹ On January 2, 2014 Fidelity National Financial, Inc. completed the acquisition of Lender Processing Services, Inc. Since the acquisition, the former Lender Processing and its subsidiaries have been reorganized and Lender Processing Services, Inc. is now known as Black Knight InfoServ., LLC.

² LPS Default Solutions is now known as ServiceLink Default Solutions, LLC.

exchanged good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for the covenants set forth herein do agree as follows:

WHEREAS the Plaintiff filed this action against the Defendants on December 15, 2011;

WHEREAS the Defendants have contested the Plaintiff's allegations and the Plaintiff's claims are and remain disputed by the Defendants;

WHEREAS for good and valuable consideration the Parties have agreed to resolve their claims and all disputes without the need for further litigation between the Parties; their subsidiaries and affiliates as set forth in this Agreement and agree and covenant as follows: ;

II. GENERAL PROVISIONS

2.1 Agreement

The Parties are represented by counsel and have agreed on a basis for settlement of the matters alleged in the Complaint. The Parties agree to entry of this Settlement Agreement and Mutual Release ("Agreement") without the need for trial or adjudication of any issue of law or fact. Defendants enter into this Agreement freely and without coercion, and without admitting any violation of the law. The Parties acknowledge that they are able to abide by the provisions of this Agreement.

2.2 Definitions

a. "Attesting Documents" shall mean affidavits and similar sworn statements making various assertions relating to a mortgage loan, such as the ownership of the mortgage note and mortgage or deed of trust, the amount of principal and interest due, and the fees and expenses chargeable to the borrower.

b. "Covered Conduct" shall mean Defendants' practices related to mortgage default servicing, including document creation, preparation, execution, recordation, and notarization

practices as they relate to Mortgage Loan Documents as well as certain Defendants' relationships with trustees and attorneys representing the Servicers and other third parties, and including but not limited to any and all conduct alleged in the Third Amended Complaint filed by the Attorney General in this action, through the Effective Date of this Agreement.

c. **"Effective Date"** shall mean the date on which a copy of this Agreement, duly executed by Defendants and by the Attorney General, is filed with the Court.

d. **"Federal Banking Agencies"** shall mean the Board of Governors of the Federal Reserve System, The Federal Deposit Insurance Corporation, The Office of the Comptroller of the Currency, and the Office of Thrift Supervision.

f. **"LPS"** shall mean Defendants Lender Processing Services, Inc.; Fidelity National Information Services, Inc.; LPS Default Solutions, Inc.; DocX, LLC; and LSI Title Company including all of their affiliates, predecessors, successors, parents, subsidiaries, and divisions, including but not limited to Black Knight Financial Services, Inc.; Fidelity National Financial, Inc.; LPS Default Title and Closing; Black Knight InfoServ., LLC; and ServiceLink Default Solutions, LLC.

g. **"Mortgage Loan Documents"** shall mean (i) Attesting Documents; (ii) assignments of mortgages or deeds of trust or notes; (iii) mortgage or deed of trust lien releases, reconveyances, and satisfactions; (iv) notices of trustee sale; (v) notices of breach or default; and (vi) lien release; and (vii) other mortgage-related documents that are required for statutory, non-judicial foreclosure or foreclosure-related documents recorded with county recorders' offices or filed with a state court or in connection with a federal bankruptcy proceeding.

h. **"Parties"** shall mean LPS and the State of Nevada by and through the Attorney General.

i. “**Servicer**” shall mean any residential mortgage loan servicing entity to which LPS provides technology and/or other services relating to mortgages in default.

j. “**Attorney General**” shall mean the Attorney General of the State of Nevada.

2.3 **Stipulated Facts**

The Attorney General conducted an investigation regarding certain business practices relating to the Covered Conduct. The Attorney General found and the Defendants stipulate to the following facts of the investigation:

a. During a period from at least January 1, 2008, to December 31, 2010, certain Servicers authorized specific persons employed by certain subsidiaries of Lender Processing Services, Inc., to sign Mortgage Loan Documents or assist with the execution of Mortgage Loan Documents on their behalf.

b. Some Mortgage Loan Documents generated and/or executed by certain subsidiaries of Lender Processing Services, Inc., on behalf of Servicers contain defects including, but not limited to, unauthorized signatures, improper notarizations, or attestations of facts not personally known to or verified by the affiant. Some of these Mortgage Loan Documents may contain unauthorized signatures or may contain inaccurate information relating to the identity, location, or legal authority of the signatory, assignee, or beneficiary or to the effective date of the assignment.

c. Certain subsidiaries of Lender Processing Services, Inc., recorded or caused to be recorded Mortgage Loan Documents with these defects in local land records offices or executed or facilitated execution on behalf of the Servicers knowing some of these Mortgage Loan Documents would be filed in state courts or used to comply with statutory, non-judicial foreclosure processes.

d. At some time prior to November 1, 2009, employees and agents of DocX, a wholly owned, indirect subsidiary of Lender Processing Services, Inc., were directed by management of DocX to initiate and implement a program under which some DocX employees signed Mortgage Loan Documents in the name of other DocX employees, who were or had been at one time authorized to sign on behalf of Servicers. DocX referred to these unauthorized signers as "Surrogate Signers."

e. At the time the Surrogate Signers signed certain Mortgage Loan Documents, they were not authorized by the applicable Servicer to sign their own names or the names of those persons who had purportedly been authorized by the Servicer to sign the Mortgage Loan Documents in question.

f. The Surrogate Signers executed certain Mortgage Loan Documents in the name of other DocX employees without indicating that the documents had been signed by a Surrogate Signer.

g. Notaries public employed by DocX or as agents of DocX completed the notarial statements on the Mortgage Loan Documents that were executed by Surrogate Signers and stated that those documents had been properly acknowledged, signed, and affirmed in their presence by the person whose name appeared on the document when in fact the Surrogate Signer had signed the name of another person or signed outside the presence of the notary, or both.

h. DocX presented and recorded certain Mortgage Loan Documents with local land records offices knowing they had been executed by Surrogate Signers.

i. On or around November 2009, Lender Processing Services, Inc., conducted an internal review of DocX and identified certain Mortgage Loan Documents that contained inaccuracies, unauthorized signatures, notarization defects, or other deficiencies. Lender

Processing Services, Inc., has also identified certain other defects and deficiencies in the Mortgage Loan Documents executed by some of its other subsidiaries. Such past practices, when discovered by Lender Processing Services, Inc., management, were discontinued.

j. On April 13, 2011, Lender Processing Services, Inc., DocX, and LPSDS, entered into a Consent Order with Federal Banking Agencies, which order contains similar allegations of deficiencies in Mortgage Loan Document execution practices at certain subsidiaries of LPS and management oversight of these practices. Pursuant to the Consent Order, LPS has agreed to take further remedial action, including, but not limited to, proposing a plan to enhance internal auditing and risk management, adopting a comprehensive compliance program for activities relating to default management services, and retaining an independent consultant to conduct an independent review of LPS' document execution services occurring between January 1, 2008, and December 31, 2010, to determine the existence and extent of the deficiencies and to assess LPS' ability to identify affected Mortgage Loan Documents, to remediate the deficiencies, as appropriate, and to assess whether any financial injury to Servicers or borrowers resulted from the document execution services described herein. To the extent the independent consultant identifies any such financial harm, LPS has agreed to prepare a remediation plan under the Consent Order that will, as appropriate, address reimbursement to those borrowers for any such financial injury.

2.4 Preservation of Law Enforcement Action

Nothing herein precludes the Attorney General from pursuing any acts or practices of the Defendants conducted after the entry of this Agreement. The fact that any such conduct is not expressly prohibited by the terms of this Agreement shall not be a defense to any such enforcement action.

2.5 Compliance with State and Federal Law

Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Nevada and all federal or local laws, regulations, ordinances, and codes, nor constitutes authorization by the Attorney General for the Defendants to engage in acts or practices prohibited by such laws. If, subsequent to the Effective Date of this Agreement, any state, local, or federal law is enacted or regulation promulgated with respect to the Covered Conduct of this Agreement and Defendants intend to comply with the newly enacted legislation or regulation and that compliance may create a conflict with the terms of this Agreement, Defendants shall notify the Attorney General of this intent. If the Attorney General agrees, the Attorney General shall consent to a modification for the purpose of eliminating the conflict. The Attorney General agrees that consent to modify is appropriate if any conduct prohibited by this Agreement is required by State, local, or federal law or regulation, or if conduct required by this Agreement is prohibited by such State, local, or federal law or regulation. The Attorney General will give each request to modify based on a change in the applicable law reasonable consideration and will respond to the Defendant(s) within 90 days. Nothing herein is intended to preclude Defendant(s) from seeking modification of this Agreement if the Attorney General does not consent to the request of the Defendant(s).

2.6 Non-Approval of Conduct

Nothing herein constitutes approval by the Attorney General of LPS' past or future practices. LPS shall not make any representation to the contrary.

2.7 Mutual Releases

The Attorney General hereby releases and forever discharges LPS and each and all current and former officers, shareholders, agents, employees, attorneys, affiliates, subsidiaries,

insurers, successors, and assigns, and each of them separately and collectively, from all claims, demands, causes of action, obligations, damages and liabilities, civil or administrative claims, whether known or unknown, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, that the State of Nevada has had in the past, or now have, or may have or claim to have against LPS, including but not limited to claims in tort, contract or equity, or for indemnity or contribution, and claims under the Nevada Deceptive Trade Practices Act, NRS Chapter 598, claims under NRS Chapter 240, or any other alleged violation of Nevada law including claims for damages, fines, injunctive relief, remedies, sanctions, or penalties, resulting from the Covered Conduct on or before the Effective Date (collectively, the "Released Claims").

The Defendants hereby release and forever discharge the State of Nevada, the Attorney General, all agencies, and each and all current and former employees, officials, agents, and attorneys from all claims, demands, causes of action, obligations, damages and liabilities, civil or criminal, whether known or unknown, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, that the Defendants have had in the past, or now have, or may have or claim to have against the State of Nevada or the Attorney General, including but not limited to any award of sanctions, attorney fees and costs for discovery violations, and any claims in tort, contract or equity, or for indemnity or contribution, resulting from the investigation and/or prosecution of this case against the Defendants.

Nothing herein excuses liability of any Party for breaches of this Agreement and nothing herein shall release any claims that any Party has or may have that arises on account of any breach of this Agreement.

Nothing herein shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person against the Defendants with respect to the Covered Conduct.

Nothing herein shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person or individual who was investigated or prosecuted criminally by the Attorney General for alleged misconduct related to the handling of Mortgage Loan Documents in the course of their employment with any of the Defendants.

2.8 Evidentiary Effect of this Agreement

This Agreement is not and shall not in any event be construed, deemed to be, and/or used as an admission or evidence of the validity of any claim that the Attorney General has or could assert against LPS, or an admission of any alleged wrongdoing or liability by LPS in any civil, criminal, or administrative court, administrative agency, or other tribunal anywhere in the country. The agreement of LPS to comply with the provisions of this Agreement is not an admission that LPS ever engaged in any activity contrary to any law. Moreover, by entering into this Agreement and agreeing to the terms and conditions provided herein, LPS does not intend to waive and does not waive any defenses, counterclaims, third party claims, privileges or immunities it may have in any other action or proceeding that has been or may be brought against it by any other State, Federal or local governmental agency, or any private litigant or class of litigants, arising from the practices described herein.

2.9 Titles or headings

The titles or headings to each section or provision of this Agreement are for convenience purposes only and are not intended by the Parties to lend meaning to the actual provisions of this Agreement.

2.10 **Modification of Terms**

No waiver, modification, or amendment of the terms of this Agreement shall be valid or binding unless made in writing and agreed to by the Parties, and then only to the extent specifically set forth in such written waiver, modification, or amendment.

2.11 **Severability of Terms**

If any clause, provision, or section of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Agreement, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

2.12 **Time is of the Essence**

Time is of the essence with respect to each provision of this Agreement that requires action to be taken by the Parties within a stated time period or upon a specified date or event.

2.13 **Execution in Counterparts**

This Agreement may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

2.14 **No Acts to Circumvent Terms**

LPS shall not participate directly or indirectly in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited

by this Agreement or for any other purpose that would otherwise circumvent any part of this Agreement.

III. COMPLIANCE

3.1 LPS agrees to refrain from engaging in acts and practices prohibited by federal, state, or local law, and to take reasonable steps to ensure that any person acting under the actual direction or control of LPS refrain from engaging in acts and practices prohibited by federal, state, or local law. Further, LPS agrees to comply with the following conduct requirements, and to take reasonable steps to ensure that any person acting under the actual direction or control of LPS comply with the following conduct requirements:

Document Execution

- a. LPS shall not engage in, or authorize its employees to engage in, Surrogate Signing, as described in Section 2.3 herein.
- b. LPS shall not execute any Attesting Document unless the affiant or signatory has personal knowledge of the accuracy and completeness of the assertions in the Attesting Document.
- c. LPS shall ensure that any Mortgage Loan Document that is executed by LPS on behalf of a Servicer is executed pursuant to proper and verifiable authority to sign on behalf of the Servicer and that assertions contained in the Mortgage Loan Document are supported by competent and reliable evidence.
- d. Any Mortgage Loan Document executed by LPS on behalf of a Servicer shall accurately identify the name of the signatory, the date on which the document is signed, and the authority upon which the signatory is executing the Mortgage Loan Document. If applicable or

permissible, each Mortgage Loan Document shall include the name and address of the entity for which the signatory works.

e. LPS shall ensure that the affiant or signatory to any Attesting or Mortgage Loan Document shall sign by hand signature, except for permitted electronic filings.

f. LPS shall not notarize or cause to be notarized any Attesting or Mortgage Loan Document that is signed or attested to outside the presence of the notary.

g. If LPS provides any notary services or oversees the notarization of any Mortgage Loan Document in the State of Nevada, LPS shall ensure that the notary procedures comply with all applicable laws governing notarizations, including, but not limited to, ensuring that notaries verify the identity and signature of the putative signatory and maintain notary logs.

Law Firms

h. LPS shall not improperly interfere with the attorney-client relationship between attorneys and Servicers.

i. LPS shall not incentivize or promote attorney speed or volume to the detriment of accuracy.

j. If LPS provides technology or other services that assist law firms or their agents in handling issues relating to processing a foreclosure, bankruptcy, or other legal action, LPS will ensure that its technology and services do not impede, compromise, or otherwise interfere with the activities of a law firm providing legal services to its client.

k. LPS will ensure that foreclosure and bankruptcy counsel and foreclosure trustees to whom LPS provides services have an appropriate Servicer contact so they may communicate directly with the Servicer.

l. LPS shall not inhibit or otherwise discourage attorneys and Servicers from direct communication with each other.

m. For those attorneys who are using LPS' technology services to access information from Servicers, LPS shall take no action to prevent legal counsel from having appropriate access to information from the Servicer's books and records to perform their duties in compliance with applicable laws.

Incentives

n. LPS shall not pay volume-based or other incentives to employees or other agents for the purpose of encouraging undue haste or lack of due diligence to the detriment of accuracy.

Fees

o. LPS shall be prohibited from collecting any unearned fee, or giving or accepting unlawful referral fees in relation to Third-Party Providers' default- or foreclosure-related services.

p. Other than reasonable fees charged by LPS to the Servicers for its oversight of Third-Party Providers, LPS shall not impose additional mark-ups or other fees on Third-Party Providers' default- or foreclosure-related services.

q. LPS' invoices to the Servicers shall label each fee or charge clearly and accurately to denote the specific product or service for which each fee or charge is attributed.

Escalation of Consumer Complaints

r. LPS shall provide to consumers reasonable notice of dedicated toll-free telephone numbers established and maintained by LPS that consumers can call concerning any issues related to document execution LPS performs for Servicers. LPS shall have adequate and competent staff to answer and respond to consumer inquiries promptly, and LPS shall establish a

process for dispute escalation and direct contact with a Servicer at a number designated by such Servicer, and methods for tracking the resolution or escalation of complaints.

3.2 **Compliance with Attorneys General Agreements with Servicers and other**

Applicable Laws

a. LPS shall be familiar with the settlement terms between the State Attorneys General and any Servicers, including those agreements and judgments already in force, such as the consent judgments entered by United States District Judge Rosemary Collyer of the United States District Court for the District of Columbia in case number 1:12-cv-00361-RMC, *United States et al. v. Bank of America et al.*, (“hereinafter referred to as the “National Servicing Settlement”) and, upon notification by an Attorney General, any agreements reached or judgments entered subsequent to the entry of this Agreement that affect LPS’ acts or practices relating to the Covered Conduct of this Agreement.

b. LPS shall ensure that any services provided by LPS are consistent with the terms, conditions, and standards imposed by those agreements and judgments as well as with any applicable state or federal law.

c. LPS will commit appropriate resources to develop technology solutions which will support the National Servicing Settlement standards and guidelines. LPS will make these technology solutions available to its clients, including, without limitation, the following:

- Protections for Military Personnel under the Service members Civil Relief Act (SCRA);
- Document Integrity Solution that enables Servicers to ensure the accuracy and personal knowledge requirement for the execution of certain Mortgage Related Documents;

- Development of a technology process to avoid dual-tracking by enabling a Servicer to define certain steps or critical events to halt a foreclosure process during a loan modification program;
- Processes to enable Servicers to provide a single point of contact; and
- Enhanced loss mitigation processes.

For a one-year period from the Effective Date of this Agreement, LPS will provide a process for the Attorney General to audit LPS with respect to the development, functionality and implementation timelines for such technology solutions relating to the National Servicing Settlement. This audit process is in addition to and does not limit LPS' obligations under Section 3.2(e) herein.

d. LPS agrees to retain documents and other information reasonably sufficient to establish compliance with the provisions of this Agreement; however, nothing in this Agreement requires LPS to retain any specific document or other information for longer than four (4) years.

e. For a period of three (3) years from the Effective Date, upon a request from the Attorney General, LPS agrees to provide to the Attorney General's Office reasonable access to all non-privileged LPS documents and other information without the need for a subpoena or other compulsory process. The term "non-privileged" means any LPS document or other information not protected by the attorney-client or attorney work product privileges as defined by applicable state law, and includes any other state or federal confidentiality provisions. The term "reasonable access" reflects an understanding by LPS and the Attorney General's Office that LPS has a legal obligation to protect the privacy of personal identifying information of borrowers, to protect the trade secrets of LPS from public disclosure, and to comply with federal laws regarding confidential supervisory information under 12 C.F.R. Part 261. LPS and the

Signatory Attorneys General agree to work cooperatively to ensure compliance with these legal obligations. In the event that LPS concludes that specific information requested is not covered by this provision and cannot be disclosed without a subpoena or other compulsory process, it will notify the Signatory Attorney General within ten (10) days that a subpoena for the information will be required. In the event the Attorney General receives a demand for any information, documents, or materials provided by LPS to the Attorney General, either pre-suit or in discovery in this matter, the Attorney General will promptly notify LPS and take affirmative steps to protect the confidential or trade secret protections of the material without delay.

This provision is intended to supplement and does not supplant or in any way restrict the Attorney General's subpoena power and investigative authority under state law.

Subject to the provisions above regarding non-privileged documents and other non-confidential information, and legal obligations to protect the privacy of personal identifying information and trade secrets from public disclosure, LPS agrees to cooperate with the Attorney General in its investigation of non-parties related to Covered Conduct.

f. LPS shall ensure that if it is appointed to act as a trustee or successor trustee, LPS will meet all applicable state requirements to act as a trustee or successor trustee.

g. LPS shall appoint its Chief Compliance Officer, or another designee, to act as liaison to the Attorney General to receive and respond to inquiries relating to this Agreement.

IV. REMEDATION TO HOMEOWNERS

4.1 LPS agrees to identify Mortgage Loan Documents executed by LPS between January 1, 2008 and December 31, 2010 concerning Nevada properties that may require remediation and to remediate those documents when LPS has the legal authority to do so and when reasonably necessary to assist any person or borrower or when required by state or local

laws. If Mortgage Loan Documents executed by LPS prior to January 1, 2008, concerning Nevada properties, require remediation for compliance with applicable laws or when remediation of Mortgage Loan Documents executed by LPS prior to January 1, 2008, concerning Nevada properties, is reasonably necessary to assist any person or borrower, LPS shall remediate those documents when LPS has the legal authority to do so. Notwithstanding LPS' obligations pursuant to this paragraph, its obligations under Section 3.1(v) of this Agreement to address consumer inquiries with respect to document execution are not limited to documents executed between January 1, 2008 and December 31, 2010. For twelve quarters immediately following entry of this Agreement, LPS shall provide the Attorney General with quarterly reports detailing its efforts to fulfill its obligations under this paragraph.

V. MONETARY RELIEF

5.1 LPS shall pay a total of \$5,564,258.00 as settlement payment to the Office of the Attorney General, State of Nevada, within 10 (ten) days of the Effective Date of this Agreement. This payment shall be used by the Nevada Attorney General for any purpose permitted by state law at the sole discretion of the Nevada Attorney General. If any independent review or report by the Federal Banking Agencies determines that a greater number of documents executed by LPS between January 1, 2008 and December 31, 2010 concerning Nevada properties might be affected than what was previously disclosed by Defendants, Defendants agree to notify the Signatory Attorney General within thirty (30) days and increase the payment to the State in accordance with the methodology used to calculate the payment made in accordance with this Agreement.

5.2 LPS shall pay to the Attorney General a total of \$500,000.00 in reasonable attorney's fees and costs incurred.

5.3 Satisfaction of the monetary obligations in this Section V shall not relieve any other obligations under other provisions of this Agreement.

VI. COMPLIANCE ENFORCEMENT

6.1 The Parties may assert any claim that any Party has violated this Agreement in a separate civil action to enforce compliance with this Agreement or may seek any other relief afforded by law, provided that the aggrieved Party gives written notice of the alleged violation to the offending Party and affords the offending Party thirty (30) days from receipt of the notice to respond to and remedy the violation, or any other period as agreed to by the Parties. Notwithstanding this provision, the Attorney General is not required to provide notice in advance of taking any enforcement action within his or her authority that the Attorney General reasonably believes is necessary to protect the health or safety of the public.

VII. DISMISSAL OF PENDING ACTIONS

7.1 The Parties agree that all pending motions are moot.

7.2 Within three (3) days of receipt of the funds described in Section V above, the Parties shall execute and file a Stipulation and Order for Dismissal dismissing this action with prejudice, with each Party to pay its own fees and costs except as provided herein.

7.3 Within three (3) days after the Court executes the Order on the Stipulation and Order of Dismissal described in 7.1 above, the Parties shall file a Stipulation to Dismiss the matter captioned *Lender Processing Services, Inc., Fidelity National Information Service, Inc., LPS Default Solutions, Inc., and DocX, LLC, v. The Eighth Judicial District Court Of The State Of Nevada, In And For The County Of Clark, And The Honorable Elizabeth Gonzalez, District Judge, And State Of Nevada*, Supreme Court Case Number 61387. The Parties recognize that the

Supreme Court is not obligated to dismiss the matter, which shall not be deemed a failure of consideration or a breach of this Agreement.

VIII. RETURN OF DOCUMENTS

8.1 The Attorney General shall direct the law firm of Cohen Milstein, Sellers, and Toll, PLLC and its subcontractors, vendors or temporary employees to either destroy or return to the Attorney General all documents, including electronic media containing all such documents, that were exchanged between the Parties either pre-suit or in discovery. The Attorney General confirms that all documents exchanged between the Parties and were marked as Confidential as authorized by the Stipulated Protective Order dated May 3, 2013, shall remain protected as marked. All such documents shall be destroyed or returned to the Attorney General within ten (10) days of the Effective Date of the Agreement, and shall be maintained as confidential against all requesters.

IX. NOTICES

9.1 All notices under this Agreement shall be sent by overnight U.S. mail to the addresses below:

For the Plaintiff:

Chief Deputy Attorney General Ernest Figueroa
Office of the Nevada Attorney General
100 North Carson Street
Carson City, NV 89701

For the Defendants:

Paul I. Perez
Chief Compliance Officer
Fidelity National Financial
601 Riverside Avenue
Jacksonville, FL 32204

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Plaintiff, **STATE OF NEVADA:**

By: Kristine M. Kuzemka

Title: Senior Deputy Attorney General

Print Name: KRISTINE M. KUZEMKA

Date: 02/13/14

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Defendant **LENDER PROCESSING SERVICES, INC.:**

By: _____

Title: _____

Print Name: _____

Date: _____

For Defendant **FIDELITY NATIONAL INFORMATION SERVICES, INC.:**

By: _____

Title: _____

Print Name: _____

Date: _____

For Defendant **LPS DEFAULT SOLUTIONS, INC.:**

By: _____

Title: _____

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Plaintiff, STATE OF NEVADA:

By: Kristine M. Kuzemka
Title: Senior Deputy Attorney General
Print Name: KRISTINE M. KUZEMKA
Date: 02/13/14

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Defendant LENDER PROCESSING SERVICES, INC.:

By: _____
Title: _____
Print Name: _____
Date: _____

For Defendant FIDELITY NATIONAL INFORMATION SERVICES, INC.:

By: P.K. Phillips
Title: Senior Vice President & Deputy General Counsel
Print Name: Pamela K. Phillips
Date: February 14, 2014

For Defendant LPS DEFAULT SOLUTIONS, INC.:

By: _____
Title: _____

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Plaintiff, STATE OF NEVADA:

By: Kristine M. Kuzemka
Title: Senior Deputy Attorney General
Print Name: KRISTINE M. KUZEMKA
Date: 02/13/14

JOINTLY APPROVED AND SUBMITTED FOR FILING:

For Defendant LENDER PROCESSING SERVICES, INC.:

By: [Signature]
Title: VP. Gen'l Counsel / and Corp Sec
Print Name: Michael L. Gortler
Date: 2/14/14

For Defendant FIDELITY NATIONAL INFORMATION SERVICES, INC.:

By: _____
Title: _____
Print Name: _____
Date: _____

For Defendant LPS DEFAULT SOLUTIONS, INC.:

By: [Signature]
Title: VP. Gen'l Counsel / and Corp. Sec.

Print Name: Michael McGraw

Date: 2/14/14

For Defendant DOCX, LLC:

By: [Signature]

Title: VP. General Counsel and Corp Sec.

Print Name: Michael McGraw

Date: 2/14/14

For Defendant LSI TITLE COMPANY:

By: [Signature]

Title: VP. General Counsel and Corp Sec.

Print Name: Michael McGraw

Date: 2/14/14

Print Name: _____

Date: _____

For Defendant **DOCX, LLC:**

By: _____

Title: _____

Print Name: _____

Date: _____

For Defendant **LSI TITLE COMPANY:**

By: _____

Title: _____

Print Name: _____

Date: _____