

FILED
3/14/14 11:00am
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9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 State of Arizona, ex rel.) No. CV2010-005807
12 Attorney General Thomas C. Horne,)
13 Plaintiff,) **[PROPOSED] ORDER**
14 vs.) **GRANTING STIPULATED**
15) **MOTION TO MODIFY**
16 Western Union Financial Services, Inc.) **AMENDMENT TO**
17 Defendant.) **SETTLEMENT AGREEMENT**
18)

19
20 The State of Arizona ex rel. Thomas C. Horne, Attorney General (“State”) and
21 Western Union Financial Services, Inc. (“Western Union”), having filed a Stipulated
22 Motion to Modify Amendment to Settlement Agreement, and good cause appearing,

23 **IT IS HEREBY ORDERED THAT**, with respect to paragraph 17.1.6 the
24 January 31, 2014 Amendment (“Amendment”) to the February 11, 2010 Settlement
25 Agreement (“Agreement”), the March 14, 2014 deadline for Participating States to
26 execute separate agreements with Western Union regarding the provision of data for
27 transactions sent to or from locations within the Southwest Border Data Area is
28 extended until April 14, 2014, and all references to March 14, 2014, in paragraph

1 17.1.6 are changed to April 14, 2014. The modified paragraph 17.1.6 reads as
2 follows:

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4 17.1.6 For five years after the date of this Amendment and subject to
5 compliance with applicable law, Western Union shall deliver to those
6 with appropriate legal authority within the State and the Participating
7 States with reasonable promptness full transaction data relating to all
8 transactions, including Orlandi Valuta, Vigo, and WUBS transactions,
9 sent to or from locations within the Southwest Border Data Area
10 involving transactions in amounts of \$500 or more. The Southwest
11 Border Data Area includes the States of California, Arizona, New
12 Mexico, and Texas, and the country of Mexico. Western Union's
13 obligation to provide data under this paragraph shall include only data
14 for transactions sent to or from locations within the Southwest Border
15 Area, as defined in the Agreement, until April 14, 2014. If, on or before
16 April 14, 2014, the Participating States (California, New Mexico, and
17 Texas) execute agreements with Western Union regarding the provision
18 of data for transactions sent to or from locations within the Southwest
19 Border Data Area, Western Union shall deliver to the State and the
20 Participating States transaction data for the Southwest Border Data
21 Area. If a Participating State does not execute an agreement with
22 Western Union on or before April 14, 2014, regarding the provision of
23 data for transactions sent to or from locations within the Southwest
24 Border Data Area, such state will be a "Non-Participating State."
25 Western Union will have no obligation under the Agreement or this
26 Amendment to provide transaction data to a Non-Participating State,
27 and Western Union shall not have an obligation to provide data to the
28 State regarding any transactions sent to or from a Non-Participating
State, except those transactions sent to or from the State of Arizona,
Participating States, and the country of Mexico. When a Non-
Participating State executes an agreement with Western Union
regarding the provision of data for transactions sent to or from locations
within the Southwest Border Data Area, then Western Union will
deliver transaction data for locations to or from such Participating State
to both the State of Arizona and such Participating State. The State
shall not share any transaction data that it receives under this
Amendment with any Non-Participating State or third-party recipient
unless such Non-Participating State or third-party recipient executes an
agreement with the State under which such Non-Participating State or
third-party recipient is bound by the privacy provisions of the Order
attached hereto as Exhibit A and the immunity provisions contained in
paragraph 13 of the Agreement. If a Participating State does not
execute an agreement with Western Union on or before April 14, 2014,

1 regarding the provision of data for transactions sent to or from locations
2 within the Southwest Border Data Area, the State and Western Union
3 will make good faith attempts to resolve any objections of that state and
4 to accommodate that state's concerns. If the State and Western Union
5 are unable to resolve a state's objections, the parties will confer with the
6 Court regarding the possibility of amending the form of order issued in
7 connection with this Amendment.

8 IT IS FURTHER ORDERED THAT, with respect to paragraphs 12.7 and 12.9
9 of the Amendment, all references to the FIRG Fund are changed to the State Center.

10 The modified paragraphs 12.7 and 12.9 read as follows:

11 12.7 The Center's activities, including information technology
12 hardware, software and maintenance, travel to its meetings, meeting
13 rooms, personnel, and other expenses, will be funded by a payment
14 from Western Union of \$150,000 per month to the State Center for five
15 years commencing on the date of this Amendment. In addition, Western
16 Union shall pay \$250,000.00 to the State Center to fund privacy,
17 confidentiality, and information security measures, including those
18 required by the Order, attached hereto as Exhibit A.

19 12.9 In the event that the expenses of the Center in any year are below
20 the amount paid by Western Union to the State Center, then the
21 difference shall be credited to Western Union's obligation for the
22 following year. If, after Western Union's obligation to fund the Center
23 terminates, there remain any funds in excess of the Center's expenses,
24 the remaining funds shall be returned to Western Union.

25 IT IS FURTHER ORDERED THAT all other terms of the Amendment and the
26 Court's January 31, 2014 Order Approving Amendment to Settlement Agreement
27 shall remain unchanged and in full force and effect.

28 DATED this 14 day of March, 2014.



THE HONORABLE WARREN GRANVILLE
MARICOPA COUNTY SUPERIOR COURT JUDGE

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ORIGINAL lodged this 14th day of
March, 2014, with:

HON. WARREN GRANVILLE
Judge of the Superior Court
South Court Tower
175 W. Madison
Phoenix, AZ 85003

COPY of the foregoing mailed this
14th day of March, 2013, to:

D. Matthew Conti
Office of the Attorney General
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