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18 JAN -5 PM 3:43

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12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

13 IN AND FOR THE COUNTY OF MARICOPA

15 State of Arizona, ex rel.  
16 Attorney General Mark Brnovich,  
Plaintiff,

17 vs.

18 Western Union Financial Services, Inc.  
19 Defendant.

No. CV 2010-005807

**STIPULATION REGARDING  
FUNDING TO TRANSACTION  
RECORD ANALYSIS CENTER**

Assigned to the Hon. Warren  
Granville

20  
21 The State of Arizona ex rel. Mark Brnovich, Attorney General ("State"), and  
22 Western Union Financial Services, Inc. ("Western Union") respectfully move the  
23 Court to enter an order in the form of the attached proposed order deleting and  
24 removing paragraph 12.9 of the Settlement Agreement Amendment dated January 31,  
25 2014, as amended.

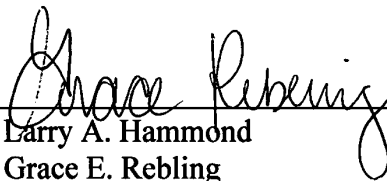
26 The Settlement Agreement Amendment requires Western Union to fund the  
27 Transaction Record Analysis Center ("TRAC") for five years with payments of  
28 \$150,000.00 per month. Amendment ¶ 12.7. The Settlement Agreement Amendment

1 further provides that if the expenses of TRAC in any year except 2014 were below the  
2 amount paid by Western Union to fund TRAC, the difference would be credited to  
3 Western Union's obligation to fund TRAC the following year. Amendment ¶ 12.9, as  
4 amended by Order Granting Stipulation to Extend Time for Production of Data filed  
5 Oct. 17, 2014.

6 The State and Western Union have agreed to remove and delete paragraph 12.9  
7 of the Settlement Agreement Amendment. In effect, the parties have agreed to remove  
8 the obligation for TRAC to credit or return excess funds to Western Union. All other  
9 obligations regarding TRAC funding, including Western Union's obligation to fund  
10 the Center (Amendment ¶ 12.7) and TRAC's obligation to provide quarterly financial  
11 reports detailing expenditures (Amendment ¶ 12.8) remain the same. As the Court  
12 retained jurisdiction over the matter for the limited purpose of remaining available to  
13 assist with the continuing obligations regarding funding and information provided to  
14 TRAC, the parties respectfully request that the Court approve of the modification. *See*  
15 Final Order Accepting Monitor's Final Report of the Secondary Recommendations  
16 Term and Concluding Matter, filed June 9, 2017. The modification to the Settlement  
17 Agreement Amendment is reflected in the attached proposed order.

18 DATED this 5<sup>th</sup> day of January, 2018.

19 OSBORN MALEDON, P.A.

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26 *Attorneys for Western Union Financial*  
27 *Services, Inc.*  
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OFFICE OF THE ATTORNEY GENERAL

By Grace Rebling w/ permission for  
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*Attorneys for the State of Arizona*

ORIGINAL hand-delivered this 5th  
day of January, 2018, to:

The Honorable Warren J. Granville  
Maricopa County Superior Court  
South Court Tower-13401  
101 W. Jefferson  
Phoenix, Arizona 85003-2243

and a COPY of the foregoing emailed to:

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