

# **Exhibit 1**

## AMENDED SETTLEMENT AGREEMENT & RELEASE

This Amended Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiffs Karanbir Singh, Harpreet Singh, and Nasteho Omar (collectively, “Plaintiffs”), for themselves and the Settlement Class Members (as defined below), and Defendant IQ Data International, Inc. (“Defendant”). Plaintiffs and Defendant are referred to collectively in this Settlement Agreement as the “Parties.” This Settlement Agreement replaces in full the agreement fully executed by the Parties on August 21, 2023.

### I. RECITALS

This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. On March 23, 2020, Plaintiffs Karanbir and Harpreet Singh initiated a lawsuit, now captioned *Singh et al. v. IQ Data International, Inc.*, No. 20-3-07084-0 against Defendant and other entities in King County Superior Court (the “Action”). Plaintiffs filed their First Amended Complaint adding class allegations on January 5, 2021.

2. Defendant removed this action to the United States District Court for the Western District of Washington on April 1, 2022, where it was captioned *Singh et al. v. IQ Data International, Inc.*, No. 2:22-cv-00418-RSM. The federal court entered an order remanding to state court on October 5, 2022. Defendant appealed that order to the Ninth Circuit Court of Appeals, where the case was assigned the number 22-35815.

3. The Court certified two classes in an order dated November 23, 2021.

4. Plaintiffs allege in the First Amended Complaint, on behalf of themselves and the Classes, that Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), Washington Collection Agency Act, RCW 19.16, *et seq.* (“WCAA”), and the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* (“CPA”), by adding interest to former tenant accounts calculated from the date the tenant moved out, when the alleged debts were unliquidated and not subject to prejudgment interest.

5. Defendant denies all claims asserted in the Action and denies that the Classes were properly certified. Defendant also denies all allegations of wrongdoing and liability in this Action. Defendant seeks to settle this Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.

6. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. In addition, the Parties and their counsel have conducted extensive discovery, including written discovery and depositions. The Parties and their counsel have also conducted a thorough assessment of the strengths and weaknesses of their respective cases.

7. The Parties and their counsel have engaged in arm’s-length negotiations concerning settlement of the claims asserted in the Action, including participating in private mediations with the Honorable John P. Erlick (Ret.) and the Honorable Paris Kallas (Ret.) of

Judicial Dispute Resolution, an experienced mediator, and participating in an unsuccessful mediation with Ninth Circuit mediator Robert Kaiser.

8. Plaintiffs and their counsel have concluded, based upon their investigation and thorough assessment, and taking into account Defendant's defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant and the terms of this Settlement Agreement are fair and reasonable, as well as in the best interest of Plaintiffs and the Settlement Class Members.

9. Plaintiffs, on behalf of themselves and the Settlement Class Members, and their counsel agree to the terms of this Settlement Agreement and to have judgment entered without trial or adjudication of any factual or legal issue. Plaintiffs and their counsel also agree that this Settlement Agreement, including any of its exhibits, does not constitute any evidence against, or any admission by Defendant. To avoid any doubt, in no event shall this Settlement Agreement, or any part thereof, be construed or deemed to be evidence of an admission or concession on the part of Defendant of any fault or wrongdoing of any kind, nor an admission or concession of liability of any kind, whether for damages or equitable or declaratory relief or any other form of legal remedy, or a concession of any infirmity in any of the defenses that have been asserted or could have been asserted in the Action.

**THEREFORE**, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled and dismissed with prejudice as follows:

## II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. "Class Administrator" means the third-party selected by Class Counsel to prepare and send notice to the Classes and to administer the Settlement, including issuing payments to eligible Settlement Class Members.

2. "Class Counsel" means the law firms of Terrell Marshall Law Group, PLLC, and Leonard Law, PLLC, which were appointed by the Court to represent the Classes.

3. "Class Member" means a member of the classes defined in the Court's order granting class certification:

**CPA Class:** All Washington residents who are former tenants of a residential property in Washington on whose account IQ Data collected, on or after January 5, 2017, interest calculated from the tenant's move out date, up through the date of the Preliminary Approval Order.

**FDCPA Class:** All Washington residents who are former tenants of a residential property in Washington on whose account IQ Data collected or

attempted to collect, on or after January 5, 2020, interest calculated from the tenant's move out date, up through the date of the Preliminary Approval Order.

4. "Court" means the King County Superior Court.
5. "Effective Date" means the fifth day after the later of the following events:
  - a. The final disposition of any appeals from or review of the Final Approval Order; or
  - b. In the case of no appeal or review being filed, expiration of the applicable appellate period.
6. "Final Approval Hearing" means the hearing held by the Court to determine whether to finally approve the Settlement, and whether to approve Class Counsel's requested fees and expenses and the amount of the service awards to Plaintiffs.
7. "Final Approval Order" means the order and judgment that the Court enters after finally approving the Settlement.
8. "Notice" means the notice that will be mailed to Class Members pursuant to Section VII.4 of this Settlement Agreement. Notices to CPA Class Members will explain that they are not required to file claims. Notices to FDCPA Class Members will include a detachable claim form and directions for filing claims online.
9. "Notice Plan" means the proposed plan of sending notice to Class Members of the proposed Settlement as set forth in Section VII.4 of this Settlement Agreement.
10. "Objection Deadline" means 60 days from the Settlement Notice Date.
11. "Opt-Out Deadline" means 60 days from the Settlement Notice Date.
12. "Claims Deadline" means 60 days from the Settlement Notice Date.
13. "Preliminary Approval Order" means the order the Court enters upon preliminarily approving the Settlement.
14. "Principal" means amounts assigned by a landlord or property management company to Defendant for collection, including, but not limited to, charges for unpaid rent, repairs of alleged damage to the unit rented by the Class Member, failure to return keys or other items relating to the unit rented by the Class Member, or utilities. Principal does not include any interest, court costs, attorneys' fees, or collection costs.
15. "Released Claims" means all claims to be released as set forth in Section XI.2 of this Settlement Agreement.
16. "Released Parties" means Defendant IQ Data International, Inc.
17. "Settlement" means the settlement contemplated by this Settlement Agreement.
18. "Settlement Award" means a cash payment that may be available to eligible Settlement Class Members.

19. “Settlement Class Members” means all Class Members included in the Class Data described in Section VII.3 provided by Defendant to Class Counsel and the Class Administrator who do not timely request to be excluded from this Settlement.

20. “Settlement Fund” means the total cash sum of \$4,000,000 to be paid by Defendant. The Settlement Fund will be maintained in an escrow account managed by the Class Administrator. The Class Administrator will act in accordance with the terms of this Settlement Agreement, the orders of the Court, and the directions of Class Counsel.

21. “Settlement Notice Date” means the date the Notices are sent pursuant to the Notice Plan.

22. “Settlement Website” means the website that will be established and maintained by the Class Administrator as set forth in this Settlement Agreement.

### **III. SETTLEMENT CONSIDERATION**

1. The consideration set forth herein is conditioned upon the Preliminary and Final Approval of Class Settlement, including, but not limited to, the general release of all Class Claims that is set forth in greater detail below.

2. Remand to State Court. Defendant stipulates to a dismissal of all filed appeals in this matter as a condition of settlement. Defendant shall dismiss its appeal in the Ninth Circuit within 5 judicial days after this Agreement is fully executed and Plaintiffs will seek approval of the Settlement in King County Superior Court.

3. Settlement Fund. Defendant shall pay a total of \$4,000,000 into a Settlement Fund. No portion of the Settlement Fund shall revert to Defendant. The Settlement Fund shall be allocated to Settlement Awards and statutory damages and service awards to Plaintiffs.

4. Payment. Within 45 days from the date of the Preliminary Approval Order, Defendant will pay the Class Administrator the full amount of the Settlement Fund (\$4,000,000). If this Settlement is terminated, for any cause, the Settlement Fund will be returned to Defendant by the Class Administrator.

5. Distributions to Settlement Class Members. Each Settlement Class Member in the CPA Class for whom the Class Administrator has a deliverable address (which shall be determined based on whether the Notice is returned undeliverable) shall be paid a single Settlement Award. Settlement Class Members in the FDCPA Class shall be required to file claims to receive a payment:

- a. Settlement Class Members in the CPA Class will receive a Settlement Award calculated **pro rata based on the amount the Class Member paid to Defendant in interest on the account.** In the event that multiple tenant names are associated with a single account, the Settlement Award shall be divided evenly among all tenants on the account who are Washington residents, for whom the parties have contact information.

- b. Settlement Class Members in the FDCPA Class and who file a valid timely claim will receive equal amounts of the \$225,000 of the Settlement Fund allocated to FDCPA statutory and emotional distress damages, subject to approval by the Court. To be valid, a claim form must be (1) submitted online or by mailing to the Class Administrator; (2) submitted online or postmarked by the Claims Deadline; and (3) include the claimant's name and current address or email address if the claimant elects electronic payment.
6. Unclaimed Settlement Funds. Settlement Award checks that are not cashed within 90 days after the issue date on the check shall be voided.
7. Cy pres Award. If there are undistributed amounts remaining in the Settlement Fund after the check-cashing period described in the preceding paragraph and a second distribution is not administratively feasible, meaning that after deducting the costs of the second distribution from the Settlement Fund, sufficient funds remain to make payments of at least \$20 to Settlement Class Members who cashed checks, the Parties agree that these amounts shall be paid to *cy pres* recipients as follows:
  - a. 50% to the Northwest Consumer Law Center; and
  - b. 50% to the Legal Foundation of Washington.

#### **IV. AWARDS TO PLAINTIFFS AND ATTORNEYS' FEES AND COSTS**

1. Payment to Plaintiffs. Plaintiffs may move the Court for statutory damages and service awards for their time and effort in connection with this Action. Plaintiffs will ask the Court to approve statutory damages and service awards in an amount to be determined by Class Counsel. The Class Administrator shall issue any approved service awards and statutory damages for payment from the Settlement Fund to Plaintiffs within five (5) days after the Effective Date.

2. Litigation Expenses and Attorneys' Fees. Class Counsel will move the Court for an award of reasonable attorneys' fees and expenses to be paid from the Settlement Fund. Class Counsel will file their motion for an award of attorneys' fees, costs, and service and statutory damage awards to Plaintiffs within 30 days of the Settlement Notice Date. The Class Administrator will post on the Settlement Website Class Counsel's motion for an award of fees, costs, and service and statutory damage awards within one judicial day after it is filed with the Court. The Class Administrator shall pay from the Settlement Fund the attorneys' fees and expenses awarded by the Court to Class Counsel via wire transfer within five (5) days after the Effective Date.

#### **VI. PRELIMINARY APPROVAL**

1. Motion for Preliminary Approval. On or before August 31, 2023, Plaintiffs will move the Court for entry of an order granting preliminary approval of the Settlement and authorizing Notice of the Settlement to the Class Members.

## VII. ADMINISTRATION AND NOTICE

1. Class Administrator. The Class Administrator shall be responsible for administration of this Settlement. The Class Administrator shall be allowed to communicate freely with the Parties' counsel, and will provide updates on a monthly basis to and as requested by the Parties' counsel.

2. Payment of Administration and Notice. All costs of administering this Settlement, including the costs of any second distribution, will be paid from the Settlement Fund.

3. Class Data. Within 10 days of the Court entering the Preliminary Approval Order, Defendant shall provide the Class Administrator with each Class Member's name and the current or last known address, as reflected in Defendant's existing account records for each Class Member. In the event payment to any Class Member is equal or in excess of \$600.00, and upon request of the Class Administrator, Defendant shall provide the Class Administrator with the Class Member's Social Security Number for tax purposes only. The Class Data will be formatted in Microsoft Office Excel, encrypted, and password protected. At no time during the Settlement process will any Class Member's address or Social Security Number be filed with the Court, except under seal as may be ordered.

4. Notice and Fund Distribution Plan. The Class Administrator shall provide Notice as detailed below within 30 days after the issuance of the Preliminary Approval Order:

- a. Notice by U.S. Mail. The Class Administrator will provide individual Notice through:
  - i. U.S. mail to the last known address for each Class Member reflected in the records produced by Defendant in this Action, and corrected through the National Change of Address or equally reliable database.
  - ii. For each Notice returned undeliverable, the Class Administrator shall complete at least one advanced address search or skip trace and re-mail the notice to any new address identified for a Class Member. The Class Administrator may perform additional address searches at the direction of Class Counsel.
- b. Settlement Website. Within 30 days from entry of the Preliminary Approval Order, the Class Administrator will also establish and maintain the Settlement Website, which will display, at a minimum, the operative Complaint, the class certification order, information about the settlement and answers to frequently asked questions, this Settlement Agreement, a printable opt-out form, an electronic and printable claim form, and the Preliminary Approval Order. Within one judicial day after Class Counsel files a motion for an award of attorneys' fees, costs, and service awards to Plaintiffs, that motion will also be displayed on the Settlement Website.

5. Upon request by Class Counsel or Defendant's Counsel, the Class Administrator shall provide reports totaling: (a) the number of individuals who properly and timely exercised their right to opt out of the Classes pursuant to the terms of this Settlement Agreement and (b) such other information as reasonably required for Defendant or Class Counsel to exercise their rights under this Settlement Agreement. Information regarding Class Members provided to the Class Administrator shall be kept confidential. The Class Administrator also shall provide reports and such other information as the Court may require.

#### **VIII. OPT-OUT PROCESS**

1. Opt-Out Requirements. Class Members may exclude themselves from the Settlement by advising the Class Administrator in writing no later than the Opt-Out Deadline that they do not want to be a Class Member. All such writings must include the name and address of the individual opting out, and must be postmarked no later than the Opt-Out Deadline. All Class Members will be bound by this Settlement and judgments of this Court in this Action unless they exclude themselves in writing by the Opt-Out Deadline.

2. Retention of Opt-Outs. The Class Administrator shall provide the Parties' counsel with a final list of timely Opt-Outs received by the Class Administrator within five 5 judicial days after the Opt-Out Deadline Date.

#### **IX. OBJECTIONS**

1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. In order to object, the Settlement Class Member must provide the following:

- a. The name, address, telephone number, and email address of the person objecting, and if represented by counsel, of his/her counsel; and
- b. State all objections to the Settlement.

2. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing should file a notice of appearance with the Court **no later than ten (10) days before the Final Approval Hearing.** A person who objects shall receive the benefits of this Settlement and remains bound by the release in this Settlement Agreement.

#### **X. FINAL APPROVAL**

1. Declaration of Notice by Class Administrator. **Not later than 14 days before the Final Approval Hearing,** the Class Administrator shall provide to the Parties' counsel a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

2. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and **no later than 9 judicial days before the**



**Final Approval Hearing**, Class Counsel shall move the Court to enter the Final Approval Order. Class Counsel shall file a memorandum addressing any valid objections, and Defendant's counsel may, but is not required to, file an additional memorandum in response. The Parties' responses addressing such objections shall be filed no later than nine (9) judicial days before the Final Approval Hearing.

3. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of Due Process and Civil Rule 23;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Plaintiffs and Class Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release and covenant not to sue in Section XI;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action and subject to the Release in this Settlement Agreement; and
- g. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

## **XI. RELEASE OF CLAIMS**

1. Release. As of the Effective Date, Plaintiffs and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve, relinquish, and discharge forever each of the Released Parties and their respective directors, officers, employees, heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, parents, subsidiaries, predecessors-in-interest, insurers, reinsurers, and assigns from each of the Released Claims as defined below.

2. Released Claims. The Releasing Parties release all claims, causes of action, damages, and demands of any kind whatsoever existing as of the date of the Preliminary Approval Order, whether as individual claims or as claims asserted on a class basis, that were or could have been sought or alleged in the Action that relate, concern, or arise from the identical factual predicate that gave rise to the claims against IQ Data International, Inc., asserted in the Complaint or the First Amended Complaint, including but not limited to claims under the Washington Consumer Protection Act, RCW 19.86 *et seq.*, the Washington Collection Agency

Act, RCW 19.16 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a *et seq.*, and any other statutory or common law claims Released Claims do not include any claims Settlement Class Members may have against a former landlord or any property management company.

## **XII. TERMINATION OF AGREEMENT**

1. The Parties' Right to Terminate Settlement. The Parties shall have the right to unilaterally terminate this Settlement Agreement by providing written notice of their/its election to do so to the other Parties within 14 days of any of the following events:

- a. The Court rejects, materially changes or modifies, or declines preliminary or final approval of the Settlement Agreement. A material change or modification shall include a change to the Settlement Fund, the Released Claims, or injunctive relief; provided, however, the Settlement Agreement may not be terminated on the basis that the Court did not award any service award or attorneys' fee award or that the Court awarded a lesser service award or attorneys' fee award than requested;
- b. An appellate court reverses the Final Approval Order;
- c. The Effective Date does not occur; or
- d. A Party, its counsel or the Class Administrator breaches the terms of this Settlement Agreement prior to the Effective Date.

2. In the event this Settlement Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Settlement Agreement and this Settlement Agreement shall otherwise be null and void.

## **XIII. NO ADMISSION OF LIABILITY**

1. Denial of Liability. Defendant denies any liability or wrongdoing of any kind in connection with the claims alleged in this Action. Defendant has denied and continues to deny each and every material factual allegation in this Action and deny that the Classes were properly certified. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of wrongdoing or liability in this Action. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendant of the truth of any factual allegations in this Action. While Defendant denies any liability, Defendant has concluded that it is desirable to fully and finally settle this Action.

2. Underlying Debt. This Settlement shall have no impact on the underlying debt that was assigned to IQ Data, and that comprises the basis of each Class Member's account.

3. Evidence Rule 408. This Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in

any proceeding under ER 408, except as necessary to approve, interpret, or enforce this Settlement Agreement.

#### **XIV. GENERAL PROVISIONS**

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties.
2. Jurisdiction. This Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.
3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.
4. Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.
5. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by Defendant, Plaintiffs, and Class Counsel, and approved by the Court.
6. No Assignment. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or attempted to assign, transfer, or grant, any of the claims or causes of action disposed of by this Settlement Agreement.
7. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.
8. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve between themselves will be decided by the Court.
9. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Plaintiffs and Settlement Class Members:


TERRELL MARSHALL LAW GROUP PLLC  
Beth E. Terrell  
Email: bterrell@terrellmarshall.com  
Blythe H. Chandler  
Email: bchandler@terrellmarshall.com  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
Telephone: (206) 816-6603

As to Defendant:

GORDON REES SCULLY MANSUKHANI, LLP  
Sean P. Flynn  
Paul Gamboa  
1 E. Liberty St., Suite 424  
Reno, NV 89501  
Telephone: (775) 324-9800


IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Settlement Agreement and Release to be executed on the dates shown below.

KARANBIR SINGH

By:   
Karabir Singh (Oct 13, 2023 13:16 PDT)  
Plaintiff


\_\_\_\_\_  
Date

HARPREET SINGH

By:   
Harpreet Singh (Oct 13, 2023 07:41 PDT)  
Plaintiff


\_\_\_\_\_

NASTEHO OMAR

By:   
Nasteho Omar (Oct 23, 2023 14:34 PDT)  
Plaintiff

\_\_\_\_\_  
Date

I.Q. DATA INTERNATIONAL, INC.

By:   
Defendant

10/27/2023  
Date