

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on this 28th day of March 2022, by and among (1) Settlement Class Representatives (as identified below), for themselves and on behalf of the Settlement Class (as defined below), and (2) CentralSquare Technologies, LLC (“CentralSquare”), pertaining to the putative class action lawsuit captioned *Doughty, et al. v. CentralSquare, LLC, et al.*, Case No.5:20-cv-00500, W.D. Okla (the “Action”), subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. Settlement Class Representatives and CentralSquare are collectively referred to herein as the “Parties.” This Settlement Agreement and Release, as well as Exhibits “A” to “G” attached hereto, are collectively referred to herein as the “Agreement” or the “Settlement Agreement.”

I. RECITALS

1. From 2017 to 2019, some CentralSquare’s customers experienced a series of cybersecurity intrusions to CentralSquare’s Click2Gov payment portal that was hosted and managed by various local municipal government customers that potentially compromised Payment Card information of certain of its customers’ citizens who used Payment Cards (as defined below) through this portal to pay for their utility bills. These cybersecurity intrusions spanning across three years will be referred to collectively herein as the “Incident.”

2. On April 20, 2020, Plaintiff Doughty filed a class action petition in the District Court of Cleveland County, Oklahoma asserting claims against CentralSquare arising out of the Incident; the matter was later removed to the Western District of Oklahoma (the “Doughty Complaint”).

3. On April 21, 2021, Plaintiff Fischer filed a class action complaint in the Southern District of Florida asserting similar claims against CentralSquare arising out of the Incident. On June 4, 2021, Plaintiff Fischer filed a First Amended Complaint (the “Fischer Complaint”) (the Fischer Complaint and the Doughty Complaint to be collectively referred to herein as the “Complaints”). Plaintiff Fischer’s action was subsequently dismissed following mediation between the Parties on December 15, 2021. Plaintiffs filed a First Amended Complaint in the Action naming Plaintiff Fischer as a party to Plaintiff Doughty’s Action on January 26, 2022.

4. CentralSquare denies all material allegations of the Complaints and specifically denies that it is liable in any way for the Incident or that the Settlement Class Representatives or Settlement Class Members are entitled to any relief from CentralSquare.

5. In light of the risks, uncertainties, burden, and expense of continued litigation, the Parties now agree to settle the Action without any admission of fault or liability by the Parties. The Parties intend this Agreement to bind Settlement Class Representatives, CentralSquare, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 68. The City of Norman, a defendant in the Action, is not a party to this Agreement.

6. This Agreement resulted from good faith, arm's-length settlement negotiations and discovery that took place from June 2020 through October 2021, including two full-day mediation sessions before mediator Rodney Max, the first on December 5, 2020, and the second on October 13, 2021. Prior to, during, and after the mediations, CentralSquare shared information with Class Counsel regarding the Incident and CentralSquare. Class Counsel and CentralSquare Counsel also participated in numerous direct discussions about possible resolution of the Action.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled, compromised, and dismissed on the merits and with prejudice as to CentralSquare, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth in this Agreement.

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

7. "Action" means *Doughty, et al. v. CentralSquare, LLC, et al.*, Case No.5:20-cv-00500, W.D. Okla.

8. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees, costs, and expenses in connection with the Actions and the Settlement, as described in Paragraphs 86 to 88 of this Agreement.

9. "Claims Deadline" means the last day to submit a timely Claim Form(s), which is ninety (90) days after the date of the Notice Deadline.

10. "Claim Form" or "Claim(s)" means the form that Settlement Class Members must submit by the Claims Deadline to be eligible for relief under the terms of the Settlement, substantially in the form attached hereto as Exhibit "A," and which may be modified by agreement of the Parties to meet the requirements of the Settlement Administrator.

11. "Class Counsel" means William B. Federman of Federman & Sherwood.

12. "Court" means the United States District Court for the Western District of Oklahoma.

13. "Day" means calendar days, inclusive of weekends and holidays.

14. "Effective Date" means the first business day after which all of the following events have occurred:

a. the Final Order and Final Judgment have been entered; and

b.1. if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or

b.2. if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses in the amounts that Class Counsel requests ("Fee Request").

15. "Fairness Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval Order and Final Judgment and dismissing the Actions with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for Service Awards by the Settlement Class Representatives; (d) ruling upon an application by Class Counsel for Attorneys' Fees and Expenses; and (e) entering any final order awarding Attorneys' Fees and Expenses and Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

16. "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Awards (as defined in Paragraphs 83-84). In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

17. "Final Order and Final Judgment" means the Court's order and judgment that the Court enters upon Final Approval, substantially in the form attached hereto as Exhibit "B."

18. "Long Form Notice" means the long form notice of settlement, substantially in the form of the document attached to this Agreement as Exhibit "C."

19. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after all funds are paid from or allocated for payment from the Settlement Fund as set forth in this Settlement Agreement.

20. [Omitted].

21. "Notice" means the Long Form Notice and Summary Notice that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.

22. "Notice Date" means the first date upon which the Notice is disseminated.

23. "Notice Deadline" means the last day set by this Agreement for issuance of Notice to the Settlement Class Members, and which is the date that is thirty (30) days after entry of the Preliminary Approval Order is issued by the Court.

24. “Notice Program” means the plans and methods for the dissemination of the Notice provided for and agreed to in this Agreement in Section VII.

25. “Objection Deadline” means the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) days after the Notice Deadline.

26. “Opt-Out Deadline” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) days after the Notice Deadline.

27. “Payment Card” means a credit card or a debit card.

28. “Personal Information” means Payment Card data including Payment Card account numbers, expiration dates, card verification values, and cardholder names.

29. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice and Notice Program, in the form of the document attached to this Agreement as Exhibit “D.”

30. “Releasing Parties” means the Settlement Class Representatives and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 68, and each of their respective heirs, assigns, beneficiaries, and successors.

31. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

32. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in the Action, which shall not exceed \$2,500.00 to Laura Doughty, and \$1,000.00 to Amanda Fischer, as approved by the Court.

33. “Settlement” means the settlement into which the Parties have entered to resolve the Actions. The terms of the Settlement are as set forth in this Agreement including the exhibits hereto.

34. “Settlement Fund” means the amounts paid, through one or more transactions starting with a one million nine hundred thousand dollars (\$1,900,000) million payment within twenty-one (21) business days of an Order being entered by the Court preliminarily approving the Settlement, by or on behalf of CentralSquare to satisfy CentralSquare’s settlement-related obligations, whether specified in this Settlement Agreement or as CentralSquare otherwise pays at Class Counsel’s request or as directed by the Court. In all events, CentralSquare’s funding obligation shall not exceed two million nine hundred thousand dollars (\$2,900,000.00), including any interest accrued thereon after payment. The payment is the limit and extent of CentralSquare’s monetary obligations with respect to the Settlement.

35. “Settlement Administrator” means the qualified third-party administrator selected by Class Counsel, with CentralSquare’s reasonable consent, and approved and appointed by the

Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. Class Counsel will likely recommend that the Court appoint KCC Class Action Services, LLC or Epiq Systems, Inc. as Settlement Administrator to: (a) design, consult on, and implement the Notice Program and related requirements of this Agreement; and (b) implement the Notice Program, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval. Class Counsel and CentralSquare may, by agreement, substitute a different Settlement Administrator, subject to approval by the Court. In the absence of an agreement, either Class Counsel or CentralSquare may move the Court to substitute a different Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

36. "Settlement Administration Charges" means all charges or costs, including those arising from implementation of the Notice Program, dissemination of the Notice, and administration of the claims and Settlement, invoiced or charged by the Settlement Administrator that the Parties agree were reasonably incurred by the Settlement Administrator in carrying out the duties described in the Settlement Agreement, and such agreement shall not be unreasonably withheld.

37. "Settlement Class" means all residents of the United States whose Payment Card was used to pay utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019. It is estimated that the Settlement Class contains 300,000 cardholders. Excluded from the Settlement Class is the judge presiding over the Action, any members of his judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class, pursuant to Paragraph 68.

38. "Settlement Class Members" means all persons or entities falling within the Settlement Class.

39. "Settlement Class Period" means January 1, 2017 to December 31, 2019.

40. "Settlement Class Representatives" refer to and mean Laura Doughty and Amanda Fischer.

41. "Settlement Website" means the Internet website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement. The URL of the Settlement Website shall be www.CSTSettlement.com or something similar, to be agreed upon by the Parties, if [CSTSettlement.com](http://www.CSTSettlement.com) is unavailable.

42. "Summary Notice" means the summary form notice of settlement, substantially in the form of the document attached to this Agreement as Exhibit "E."

III. SETTLEMENT CLASS

43. For settlement purposes only, the Parties agree that the Court should certify the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

44. For settlement purposes only, Class Counsel shall seek, and CentralSquare shall not oppose, the appointment of Class Counsel and Settlement Class Representatives. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their motion for preliminary approval of the Settlement. CentralSquare agrees not to contest certification of the Settlement Class.

IV. SETTLEMENT BENEFITS AND TERMS

45. Payments. All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, which is attached as Exhibit A to this Settlement Agreement, are eligible for the following:

a. Tier 1: Settlement Class Members who attest that they used one or more of their Payment Cards on the CentralSquare Click2Gov payment portal through their municipality's web site during the Settlement Class Period shall be entitled to purchase up to four (4) years of credit monitoring at a discounted rate.

b. Tier 2: Tier 1 Settlement Class Members who also attest that they used one or more of their Payment Cards through CentralSquare's Click2Gov payment portal from their municipality's web site to pay their utility bills and/or other payments during the Settlement Class Period, and who provide reasonable documentation of unreimbursed out-of-pocket expenses or losses in connection with a fraudulent transaction incurred on the subject Payment Card ("Tier 2 Losses"), will be entitled to cash payments equal to their out-of-pocket expenses or losses, without limitation, subject to the terms of this Paragraph. Tier 1 Losses may include, but are not limited to: unreimbursed fraudulent charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement Payment Card, credit monitoring purchased (as long as such credit monitoring was purchased within one year of the Incident), or other expenses reasonably attributable to the Incident. The submitted evidence must show:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was more likely than not caused by the Incident;
- iii. The loss occurred after the Settlement Class Member used the Payment Card on the CentralSquare Click2Gov payment portal through their municipality's web site;
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

c. Tier 3 (\$20 per hour for up to 3 hours [\$60 maximum]): Tier 2 Settlement Class Members who also attest to the time they spent addressing the fraudulent transaction or monitoring their account as a result of the Incident will be entitled to a cash payment

equal to \$20 per hour (up to a maximum of three hours) of time spent addressing the fraudulent transaction or monitoring their account as a result of the Incident.

46. Assessing Claims for Out-of-Pocket Losses. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall determine, in accordance with the terms and conditions of the Settlement Agreement and the Settlement Administration Protocol attached as Exhibit F, whether and to what extent documentation for losses reflects valid losses actually and reasonably incurred and, for Tier 1 losses (as that term is used in Paragraph 45(a) of this Agreement), reflects losses that are fairly traceable to the Incident, but may consult with Class Counsel and CentralSquare's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Settlement Administrator will consider whether (i) the timing of the loss occurred on or after January 1, 2017; and (ii) there is evidence that it occurred after using a Click2Gov payment portal through a municipality's web site; provided that services used to address identity theft or fraud on or after the documented fraudulent transaction (so long as that transaction occurred after January 1, 2017) shall be presumed "reasonably incurred." The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification or reasonably request proof regarding a submitted claim prior to making a determination as to its validity.

47. Assessing Claims for Attested Time. The Settlement Administrator shall determine, in accordance with the terms and conditions of the Settlement Agreement and the Settlement Administration Protocol attached as Exhibit F, whether the prerequisites have been met in order to award payments of attested time under Tier 2 but may consult with Class Counsel and CentralSquare's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

48. Disputes. To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and CentralSquare's Counsel in making such determinations.

49. Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement payments to the participating Settlement Class Members, or thirty (30) days after all reissued Settlement checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be returned to CentralSquare or the entity paying on behalf of CentralSquare.

50. Business Practice Changes. CentralSquare represents that it has taken (or shall promptly take) numerous measures to further enhance its data security practices, including the measures set out below, and that such measures will remain in effect, as of the date of this Settlement Agreement, for at least three (3) years following execution of this Settlement Agreement:

- a. CentralSquare will require that all Click2Gov payment programs comply with PCI DSS Standards;
- b. CentralSquare will maintain an executive position responsible for information security (“CISO”) with a person qualified for the position. This person will lead the information security organization with responsibility to coordinate and be responsible for CentralSquare’s program(s) to protect the security of citizen users’ personal information;
- c. CentralSquare will maintain a hotline for employees to report, anonymously if they so choose, any concerns they have about CentralSquare’s security systems. Reports dealing with cybersecurity will be directed, within three (3) business days, to CISO and CentralSquare’s General Counsel; CentralSquare’s General Counsel will provide the Board with a quarterly report of any such reports;
- d. The CISO will report to the CentralSquare’s executive leadership, including the CEO, regarding the status of CentralSquare’s data security, necessary funding requests, and any concerns about CentralSquare’s customer data security;
- e. CentralSquare will engage a third-party vendor to annually audit and review CentralSquare’s data security. The results of such audits shall be provided to the General Counsel and Chief Executive Officer;
- f. CentralSquare shall engage an outside consultant(s) annually to conduct a risk assessment that identifies material internal and external risks to the security of citizen users’ personal information submitted to CentralSquare’s Click2Gov payment portal and/or stored on CentralSquare’s systems. These risk assessments, at a minimum, will consider risks associated with: (i) employee training and management; (ii) software design and testing; and (iii) vendor data management and security practices; provided that, CentralSquare will not be required to evaluate external hosting premises;
- g. CentralSquare will engage an independent consultant to conduct an annual Systems and Organizations Controls (“SOC”) 2 assessment;
- h. CentralSquare will use reasonable steps to select and retain service providers and/or vendors capable of maintaining security practices consistent with the requirements set forth herein;
- i. CentralSquare will actively monitor where it has control of data to adjust, as reasonably necessary, its systems on which and by which customers’ personal information is stored in light of: (i) the results of the testing and monitoring required

by this Settlement Agreement; (ii) any material changes to its operations or business arrangements; or (iii) any other circumstances that it knows or has reason to know may have a material impact on the effectiveness of its security program;

j. CentralSquare will encrypt all payment card data at the time that such data is input;

k. CentralSquare will require multi-factor authentication (“MFA”) for any access to its systems by employees or third-party vendors; and

l. CentralSquare will use a Security Incident and Event Management (“SEIM”) System (or other appropriate tool) and will be monitored 24/7 by a qualified third party.

This Paragraph 50 recites only certain significant business practice changes that CentralSquare has implemented, or will implement, following the Incident and the filing of the initial lawsuit relating to the Incident. The recitation of these business practices is intended to provide information to Settlement Class Members and the Court regarding certain of CentralSquare’s cybersecurity actions following the Incident and the filing of the Action relating to the Incident. CentralSquare may, in its discretion, undertake additional security measures or adopt other or alternate cybersecurity business practices in the future. CentralSquare will continue to implement business practice changes designed to enhance the security of its Click2Gov payment portal in each of the years 2022, 2023, and 2024.

51. Settlement Administration Charges. All Settlement Administration Charges, including the cost of notice, are to be paid from the Settlement Fund.

52. Payment Timing. Payments for approved Claims shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

53. Timing. Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Upon request of a Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 90-day period. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days following the original 90-day period and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

54. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable attempt to locate a valid address and resend the Settlement payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days

from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

55. Deceased Class Members. If the Settlement Administrator is notified within ninety (90) days of the date of issuance of a check that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and CentralSquare's Counsel. Any replacement Settlement Checks issued to the Settlement Class Member's estate shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

56. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline in order to be valid.

V. PRELIMINARY APPROVAL

57. Upon execution of this Agreement by the Parties, Class Counsel shall promptly move the Court to enter an Order substantially in the form of the Preliminary Approval Order. The motion for preliminary approval shall request, among other things set forth in the Preliminary Approval Order, that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in this matter as it relates to CentralSquare only unrelated to the Settlement pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (vii) schedule a Fairness Hearing for a time and date convenient for the Court.

58. Within ten (10) days of the filing of the motion for preliminary approval, CentralSquare shall serve or cause to be served through the Settlement Administrator a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

VI. SETTLEMENT ADMINISTRATOR

59. The Settlement Administrator shall perform the functions specified for the Settlement Administrator in this Agreement and in the Declaration of the Settlement Administrator attached hereto as Exhibit "G," including, but not limited to, overseeing administration of the Settlement Fund; providing e-mail Notice and mail Notice to Settlement Class Members as described in Section VII; effecting the Notice Plan; establishing and operating the Settlement Website and a toll-free number; administering the Claims processes; and distributing cash

payments according to the processes and criteria set forth herein and in the Settlement Administration Protocol attached hereto as Exhibit “F.”

VII. NOTICE, OPT-OUTS, AND OBJECTIONS

60. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order.

61. Notice of the Settlement to the Settlement Class Members shall comply with the Federal Rules of Civil Procedure and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.

62. Notice of the Settlement shall be provided to Settlement Class Members pursuant to the methods ordered by the Court and set forth herein.

63. Class Member Information:

No later than five (5) business days after entry of the Preliminary Approval Order, CentralSquare shall provide the Settlement Administrator with the name, address, e-mail, and other contact information that CentralSquare has in its possession for each Settlement Class Member for which it has such information.

64. Settlement Website: Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website at www.CSTSettlement.com (or something similar, to be agreed upon by the Parties, if CSTSettlement.com is unavailable) that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to this Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of Attorneys’ Fees and Expenses and Service Awards, the order preliminarily approving this Settlement, the Claim Form, the operative Complaint and such other documents as Class Counsel and CentralSquare agree to post or that the Court orders posted on the website. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall remain operational until at least thirty (30) days after the Claims Deadline. The Settlement Website shall also make the Claim Form available for download.

65. The Long Form Notice: The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit “C” and shall comport with the following:

a. *General Terms:* The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, the identity of Settlement Class Members, how the proposed Settlement would provide relief to Settlement Class Members, the date upon which the Fairness Hearing will occur, the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and

information, what claims are released under the proposed Settlement, and other relevant information.

b. *Opt-Out Rights*: The Long Form Notice shall inform Settlement Class Members that they have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

c. *Objection to Settlement*: The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

d. *Fees and Expenses*: The Long Form Notice shall inform Settlement Class Members of the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and individual Service Awards to the Settlement Class Representatives.

e. *Claim Form*: The Long Form Notice shall describe the Claim Form and shall inform the Settlement Class Member: (i) the criteria to be used to determine whether the Settlement Class Member may select Tier 1, Tier 2, and/or Tier 3; and (ii) that in order to claim any payment pursuant to the Settlement, the Settlement Class Member must fully complete and timely submit the Claim Form prior to the Claim Deadline.

66. Toll Free Telephone Number: The Settlement Administrator shall make available a live operator to answer calls during regular business hours.

67. Within ten (10) days after the entry of the Preliminary Approval Order and to be substantially completed no later than the Notice Deadline, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Parties shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program as follows:

a. The Settlement Administrator shall send the Summary Notice via e-mail to all Settlement Class Members for whom CentralSquare can ascertain an e-mail address from its records and from its municipality customers' records with reasonable effort; the Settlement Administrator shall send the Summary Notice via e-mail on two occasions – one initial e-mail, and a second e-mail thirty (30) days later;

b. The Settlement administrator shall also send the Summary Notice via U.S. Mail to all Settlement Class Members for Settlement Class Members for whom CentralSquare is unable to ascertain an e-mail address from its records and from its municipality customers' records with reasonable effort;

c. In the event an e-mail address for a Settlement Class Member cannot be ascertained by CentralSquare, or the Settlement Administrator learns (through an e-mail "bounce-back" or otherwise) that the e-mail address in CentralSquare's records is invalid, the Settlement Administrator shall send the Summary Notice via U.S. Mail Notice to all such Settlement Class Members for whom CentralSquare can ascertain a mailing address from its records with reasonable effort. For any mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the

Summary Notice to the updated address as indicated. For any U.S. Mailed Summary Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and re-mail the Summary Notice to the extent an updated address is identified. The Settlement Administrator need only make one attempt to re-mail any Summary Notices that are returned as undeliverable;

d. Publishing, on or before the Notice Date, the Long Form Notice on the Settlement Website, as specified in the Preliminary Approval Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit “G;” and

e. Providing the Internet URL address of the Settlement Website (www.CSTSettlement.com (or something similar, to be agreed upon by the Parties, if CSTSettlement.com is unavailable)) in the Long Form Notice and the Summary Notice.

68. Requesting Exclusion: Settlement Class Members may elect to opt out of the Settlement, relinquishing their rights to benefits hereunder. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Settlement Class Members who opt out of the Settlement will not release their claims pursuant to this Agreement. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual’s name and address; a statement that he or she wants to be excluded from the Action; and the individual’s signature. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than ten (10) days prior to the Fairness Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

69. Objections: The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel’s application for Attorneys’ Fees and Expenses. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court’s Case Management/Electronic Case Files (“CM/ECF”) system, or by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; (ii) be filed or postmarked on or before the objection deadline provided in the Court’s Preliminary Approval Order; and (iii) be mailed first class postage prepaid to Class Counsel and CentralSquare’s counsel and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

a. the case name and number of the Action (*Doughty v. CentralSquare, LLC, et al.*, Case No.5:20-cv-00500);

b. the objector’s full name, address, e-mail address, and telephone number;

- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
- f. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- g. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between the objector or objector's counsel and any other person or entity;
- h. a list of any person(s) who will be called to testify at the Fairness Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- j. the objector's signature on the written objection (an attorney's signature is not sufficient).

70. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and CentralSquare with one or more affidavits confirming that the Notice Program was completed in accordance with the terms of this Agreement, the Parties' instructions, and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representatives' motion for final approval of the Settlement.

VIII. FAIRNESS HEARING, FINAL APPROVAL ORDER AND JUDGMENT

71. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur. The Fairness Hearing shall be scheduled no earlier than ninety (90) days after the CAFA notices are mailed to ensure compliance with 28 U.S.C § 1715.

72. By no later than fourteen (14) days prior to the Objection Deadline, Settlement Class Representatives shall file a motion for final approval of the Settlement and Class Counsel shall file a motion for Attorneys' Fees and Expenses and for Service Awards.

73. By no later than seven (7) days prior to the Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards.

74. At the Fairness Hearing, the Court will consider Settlement Class Representatives' motion for final approval of the Settlement, and Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards. In the Court's discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for Attorneys' Fees and Expenses and for Service Awards, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 69 above.

75. At or following the Fairness Hearing, the Court will determine whether to enter the Final Order and Judgment granting final approval of the Settlement, and whether to approve Class Counsel's request for Attorneys' Fees and Expenses, and the Service Awards. The proposed Final Order and Judgment, in a form agreed upon by the Parties, shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfied Due Process requirements;
- d. Dismiss the Actions with prejudice;
- e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;
- f. Release CentralSquare and the Released Parties from the Released Claims, as set forth in Section X; and
- g. Reserve the Court's continuing and exclusive jurisdiction over CentralSquare and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. SETTLEMENT ADMINISTRATION

76. The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members and give reports to Class Counsel and CentralSquare as to both claims and distributions. Class Counsel and CentralSquare have the right to review and obtain supporting documentation and challenge those reports if they believe them to be inaccurate or inadequate. All Settlement Claims agreed to be paid in full or in part by CentralSquare shall be deemed valid up to the amount paid. The Settlement Administrator shall also, as requested by Class Counsel or CentralSquare's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund consistent with the Agreement.

77. Within thirty (30) days after the Settlement Administrator has received all Claims and made a final determination as to the amount to be paid for all approved Claims, the Court has approved distribution of the Settlement payments and benefits, and neither party maintains any challenge to payment of any Claim, the Settlement Administrator will notify CentralSquare in writing of the dollar amount necessary to pay all approved Claims, as calculated consistent with Paragraph 46 above; thereafter, subject to the maximum cap of two million nine hundred thousand

dollars (\$2,900,000.00), CentralSquare will submit such amount to the Settlement Administrator within thirty (30) days of such written notification.

78. All Settlement Class Members who fail to submit a valid and timely Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

79. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, CentralSquare, CentralSquare's Counsel, and/or the Settlement Class Representatives based on distributions of benefits to Settlement Class Members.

X. RELEASES

80. As of the Effective Date, the Releasing Parties, each on behalf of themselves individually and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged CentralSquare and each of its present and former insurers, parents, subsidiaries, successors, and assigns, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors and assigns of each of them (collectively the "Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to theft of Personal Information related to the Incident that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the Incident, (2) the theft, exposure or disclosure of Settlement Class Members' Personal Information; (3) CentralSquare's maintenance or storage of Settlement Class Members' Personal Information, if any; (4) CentralSquare's information security policies and practices; (5) CentralSquare's response to the Incident; or (6) CentralSquare's notice of the Incident to Settlement Class Members (the "Released Claims").

81. For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, breach of third-party beneficiary contract, breach of implied contract, and breach of implied covenant of good faith and fair dealing; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by CentralSquare after the date the Agreement is executed.

82. As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties, and the Released Parties will be deemed to have completely released and forever discharged the Releasing Parties and Class Counsel, from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Actions.

The Releasing Parties may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including unknown claims. The Releasing Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

83. Upon entry of the Final Judgment, the Parties shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Parties or Class Counsel based on any actions taken that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XI. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

84. Service Awards. Class Counsel will ask the Court to approve, and CentralSquare will not oppose, a Service Award to Laura Doughty of \$2,500.00, and a Service Award to Amanda Fischer of \$1,000.00, which service awards are intended to compensate such individuals for their efforts in the Actions and commitment on behalf of the Settlement Class (the "Service Award(s)"). The application for the Service Awards will be filed at least fourteen (14) days prior to the Objection Deadline. Any payment made by CentralSquare for Service Awards will be made from the Settlement Fund.

85. The payment of the Service Awards pursuant to Paragraph 84 shall be made via wire to Class Counsel within seven (7) days of the Effective Date. After the Service Awards have been wired into this account, Class Counsel shall be solely responsible for allocating such Service Awards and issuing any documentation required for tax purposes, and CentralSquare and the Settlement Administrator shall have no responsibility for distribution of Service Awards among Settlement Class Representatives.

86. Attorneys' Fees and Expenses. Class Counsel will make their application for Attorneys' Fees and Expenses at least fourteen (14) days before the Objection Deadline. Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in excess of \$900,000.00, and in no event will CentralSquare be required to pay Class Counsel more than \$900,000.00. CentralSquare agrees not to oppose the request if the total amount requested does not exceed \$900,000.00. Any payment made by CentralSquare for Attorneys' Fees and Expenses will be made from the Settlement Fund.

87. The payment of the Attorneys' Fees and Expenses pursuant to Paragraph 86 shall be made via wire to Class Counsel within fourteen (14) days of the Effective Date. After the Attorneys' Fees and Expenses have been wired into this account, Class Counsel shall be solely responsible for allocating such Attorneys' Fees and Expenses and distributing each participating firm's allocated share of such Attorneys' Fees and Expenses to that firm, and CentralSquare and the Settlement Administrator shall have no responsibility for distribution of Attorneys' Fees and Expenses among participating firms.

88. In the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses or Service Awards in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount on their fee request, or Settlement Class Representatives the Service Award(s), and shall not alter the Effective Date. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of Attorneys' Fees and Expenses or Service Awards shall constitute grounds for cancellation of, termination of, or withdrawal from this Agreement.

XII. TERMINATION

89. If any of the following events occur, this Settlement may be terminated by either Settlement Class Representatives or CentralSquare by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and CentralSquare), provided, however, that no decision by any court declining to approve, in whole or in part, the payment of Attorneys' Fees and Expenses in the amounts that Class Counsel requests, or to reduce the same, constitutes grounds for termination:

- a. Class Counsel and CentralSquare agree in writing to termination before the Effective Date;
- b. The Court or any reviewing appellate court rejects, incorporates material terms or provisions into, deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the Notice Program, the proposed Final Order and Judgment, or the Settlement, other than by declining to approve, in whole or in part, the payment of Attorneys' Fees and Expenses in the amounts that Class Counsel requests;
- c. The Court declines to preliminarily or finally approve the Settlement;
- d. An appellate court reverses the Final Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand, provided that the Court's declining to approve, in whole or in part, the payment of Attorneys' Fees and Expenses in the amounts that Class Counsel requests does not constitute grounds for termination; or
- e. The Effective Date does not occur within twelve months of the execution of this Agreement.

90. In the event of a termination as provided in this section, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Actions as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims, rights, objections, and defenses, including objections to jurisdiction, will be preserved.

XIII. NO ADMISSION OF LIABILITY

91. Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the likelihood that Settlement Class Members would not pursue individual litigation to protect their privacy interests and to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal, the delay in providing benefits to the class in the event that the Action was not settled, and the likelihood of success on the merits of the Action. Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

92. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

93. CentralSquare disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. CentralSquare has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action. While retaining its right to deny liability, CentralSquare also agrees that, based upon the publicly available information at the time, the Action filed was filed in good faith, was not frivolous, and is being settled voluntarily by CentralSquare after consultation with competent legal counsel, in an amount and in a fashion that reflects the merits of the claims. The Parties agree that throughout the course of the litigation, all Parties and their counsel complied with the provisions of Federal Rule of Civil Procedure 11.

94. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representatives or Settlement Class Members, or of any claims, rights, objections, and defenses, including objections to jurisdiction, of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, or wrongdoing or liability, of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIV. MISCELLANEOUS

95. Recitals. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

96. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

97. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

98. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

99. Obligation To Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

100. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

101. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

102. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

103. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma, without regard to the principles thereof regarding choice of law.

104. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through e-mail of an Adobe PDF shall be deemed an original.

105. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement

and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

106. Notices. All notices to Class Counsel provided for herein shall be sent by overnight mail and e-mail to:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

All notices to CentralSquare provided for herein shall be sent by overnight mail and e-mail to:

Jeffrey R. Gans
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036
Telephone: (202) 663-9387
Jeffrey.gans@pillsburylaw.com

David M. Ross
Wilson Elser LLP
1500 K Street, NW, Suite 330
Washington, DC 20005
Telephone: (202) 626-7687
david.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

107. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

108. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

109. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

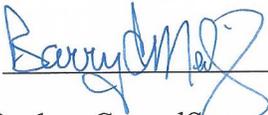
The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

[Signature page follows]

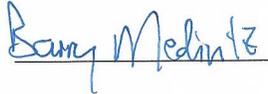
SIGNATURE PAGE

Signature:  _____

By: William B. Federman, Class Counsel

Signature:  _____

Defendant CentralSquare, LLC

By:  _____, In-House Counsel