

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

LAURA DOUGHTY and AMANDA
FISCHER, individually and on behalf of all
similarly situated persons,

Plaintiffs,

vs.

CENTRALSQUARE TECHNOLOGIES,
LLC and CITY OF NORMAN,
OKLAHOMA, a municipal corporation,

Defendants.

Case No. 5:20-cv-00500-G

**ANSWER OF CENTRALSQUARE TECHNOLOGIES, LLC
TO FIRST AMENDED CLASS ACTION COMPLAINT**

Defendant CentralSquare Technologies, LLC (“Defendant” or “CentralSquare”), by and through its attorneys, provides the following answer and submits affirmative defenses to the *Laura Doughty and Amanda Fischer v. CentralSquare Technologies LLC and City of Norman* First Amended Class Action Complaint (“Complaint”).

Defendant denies each and every allegation set forth in the Complaint, except as expressly admitted below. CentralSquare responds to the numbered paragraphs of the Complaint and prayer for relief as follows:

INTRODUCTION

1. Paragraph 1 of the Complaint contains characterizations of Plaintiffs’ claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 1 of the Complaint.

2. Admitted.

3. Paragraph 3 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 3 of the Complaint.

4. Defendant admits that in 2017, 2018, and 2019 certain municipalities using Click2Gov software experienced cybersecurity incidents. Defendant otherwise lacks sufficient information to admit or deny the allegations in Paragraph 4 of the Complaint and, on that basis, denies those allegations.

5. Denied.

6. Defendant admits Mr. Angove released a statement on the date alleged and denies the rest of the allegations in Paragraph 6.

7. Defendant admits that on or about November 7, 2019, the City of Norman ("Norman") reported a cybersecurity incident and denies the rest of the allegations in Paragraph 7.

8. Paragraph 8 of the Complaint contains characterizations of Plaintiffs' claims and/or events about which Defendant lacks sufficient information to admit or deny the allegations in Paragraph 8 of the Complaint and, on that basis, denies those allegations, except that Defendant admits that in 2017, 2018, and 2019 certain municipalities using Click2Gov software experienced cybersecurity incidents.

9. Paragraph 9 of the Complaint contains characterizations of Plaintiffs' claims and/or events about which Defendant lacks sufficient information to admit or deny the

allegations in Paragraph 9 of the Complaint and, on that basis, denies those allegations.

10. Paragraph 10 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions about which Defendant lacks sufficient information to admit or deny, on that basis, denies those allegations.

11. Paragraph 11 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions about which Defendant lacks sufficient information to admit or deny, on that basis, denies those allegations.

PARTIES

12. Admitted.

13. Admitted.

14. Admitted.

15. Defendant admits that Paragraph 15 includes a portion of text that was once found on Defendant's website.

16. Defendant admits that Paragraph 16 includes a portion of text that was once found on Defendant's website.

17. Defendant admits that on information and belief the City of Norman is a lawful resident in, and citizen of Cleveland County, Oklahoma.

JURISDICTION AND VENUE

18. Admitted.

19. Admitted.

STATEMENT OF FACTS

A. The Data Breach

20. Defendant admits that in 2017, 2018, and 2019 certain municipalities using Click2Gov software experienced cybersecurity incidents. Defendant admits that the article cited in Paragraph 20 footnote 4 of the Complaint purports to have been published by Gemini Advisory on December 18, 2018, and is presently available at the web address indicated in that footnote. Defendant otherwise denies the allegations in Paragraph 20 of the Complaint.

21. Defendant admits that in October 2017 Superior CEO Simon Angove issued a press release containing, in part, the language quoted in Paragraph 21 of the Complaint. Defendant denies the rest of the allegations in Paragraph 21.

22. Based on the information uncovered to date, Defendant denies the allegations in Paragraph 22.

23. Denied.

24. Defendant admits that the article cited in Paragraph 24 footnote 6 of the Complaint purports to have been published by Gemini Advisory on September 19, 2019, and is presently available at the web address indicated in that footnote. Defendant otherwise lacks sufficient information to admit or deny the allegations in Paragraph 24 of the Complaint and, on that basis, denies those allegations.

25. Defendant admits to providing information regarding Click2Gov in 2018. Defendant denies any remaining allegations in Paragraph 25 of the Complaint.

- 26. Denied.
- 27. Denied.
- 28. Denied.
- 29. Denied.
- 30. Denied.
- 31. Denied.
- 32. Denied.

B. Industry Standards and Governmental Guidance for Protection of Payment Data

33. Paragraph 33 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 33 of the Complaint.

34. Paragraph 34 of the Complaint characterizes certain documents that speak for themselves, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 34 of the Complaint.

35. Paragraph 35 of the Complaint characterizes certain documents that speak for themselves, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 35 of the Complaint.

36. Paragraph 36 of the Complaint characterizes certain documents that speak for themselves, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 36 of the Complaint.

37. Paragraph 37 of the Complaint contains characterizations of Plaintiffs'

claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 37 of the Complaint.

38. Paragraph 38 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 38 of the Complaint and, on that basis, denies those allegations.

39. Paragraph 39 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 39 of the Complaint and, on that basis, denies those allegations.

40. Paragraph 40 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 40 of the Complaint and, on that basis, denies those allegations.

C. The City of Norman Charged Fees for Security it Failed to Provide

41. Paragraph 41 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 41 of the Complaint and, on that basis, denies those allegations.

42. Paragraph 42 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response

is required, Defendant denies the allegations in Paragraph 42 of the Complaint.

43. Paragraph 43 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 43 of the Complaint and, on that basis, denies those allegations.

44. Paragraph 44 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 44 of the Complaint and, on that basis, denies those allegations.

45. Paragraph 45 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 45 of the Complaint.

46. Paragraph 46 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 47 of the Complaint.

D. Plaintiffs' Experiences with the Data Breach

Plaintiff Doughty

48. Paragraph 48 of the Complaint contains characterizations of Plaintiffs'

claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 48 of the Complaint and, on that basis, denies those allegations.

49. Paragraph 49 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 49 of the Complaint and, on that basis, denies those allegations.

50. Paragraph 50 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 49 of the Complaint and, on that basis, denies those allegations.

51. Paragraph 51 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 51 of the Complaint and, on that basis, denies those allegations.

52. Paragraph 52 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 52 of the Complaint and, on that basis, denies those allegations.

53. Paragraph 53 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response

is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 53 of the Complaint and, on that basis, denies those allegations.

54. Paragraph 54 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 54 of the Complaint and, on that basis, denies those allegations.

55. Paragraph 55 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 55 of the Complaint and, on that basis, denies those allegations.

56. Paragraph 56 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 56 of the Complaint and, on that basis, denies those allegations.

Plaintiff Fischer

57. Paragraph 57 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 57 of the Complaint and, on that basis, denies those allegations.

58. Paragraph 58 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response

is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 58 of the Complaint and, on that basis, denies those allegations.

59. Paragraph 59 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 59 of the Complaint and, on that basis, denies those allegations.

60. Paragraph 60 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 60 of the Complaint and, on that basis, denies those allegations.

61. Paragraph 61 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 61 of the Complaint and, on that basis, denies those allegations.

62. Paragraph 62 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 62 of the Complaint and, on that basis, denies those allegations.

63. Paragraph 63 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in

Paragraph 63 of the Complaint and, on that basis, denies those allegations.

E. Plaintiffs and Class Members Suffered Damages

64. Denied.

65. Paragraph 65 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 65 of the Complaint and, on that basis, denies those allegations.

66. Denied.

67. Denied.

68. Denied.

69. Paragraph 69 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 69 of the Complaint and, on that basis, denies those allegations.

CLASS ALLEGATIONS

70. Defendant incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

71. Paragraph 71 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 71 of the Complaint.

72. Paragraph 72 of the Complaint contains characterizations of Plaintiffs'

claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 72 of the Complaint.

73. Paragraph 73 is a statement regarding the reservation of certain rights, Defendant lacks sufficient to admit or deny the Plaintiffs' right to reserve said rights, and so denies those allegations.

A. Class Certification is Appropriate

74. Paragraph 74 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 74 of the Complaint.

75. Paragraph 75 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 75 of the Complaint.

76. Paragraph 76 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 76 of the Complaint.

77. Paragraph 77 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 77 of the Complaint.

78. Paragraph 78 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 78 of the Complaint.

79. Paragraph 79 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 79 of the Complaint.

80. Paragraph 80 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 80 of the Complaint.

81. Paragraph 81 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 81 of the Complaint.

82. Paragraph 82 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 83 of the Complaint.

CAUSES OF ACTION

Count I - Negligence

84. Defendant incorporates by reference its responses to the preceding paragraphs as if fully set forth herein.

85. Denied.

86. Denied.

- 87. Denied.
- 88. Denied.
- 89. Denied.
- 90. Denied.
- 91. Denied.
- 92. Denied.
- 93. Denied.
- 94. Denied.
- 95. Denied.
- 96. Denied.
- 97. Denied.
- 98. Denied.
- 99. Denied.
- 100. Denied.
- 101. Denied.
- 102. Denied.
- 103. Denied.
- 104. Denied.
- 105. Denied.

Count II – Breach of Implied Contract

- 106. Defendant repeats and incorporates by reference its responses to the

preceding paragraphs, as if fully set forth herein.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

121. Denied.

122. Denied.

Count II – Breach of Contract

(Against the City of Norman)

123. Defendant repeats and incorporates by reference its responses to the preceding paragraphs, as if fully set forth herein.

124. The allegations in Paragraph 124 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 124 of the Complaint and, on that basis, denies those allegations.

125. The allegations in Paragraph 125 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 125 of the Complaint and, on that basis, denies those allegations.

126. The allegations in Paragraph 126 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 126 of the Complaint and, on that basis, denies those allegations.

127. The allegations in Paragraph 127 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 127 of the Complaint and, on that basis, denies those allegations.

128. The allegations in Paragraph 128 do not pertain to Defendant and contains

characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 128 of the Complaint and, on that basis, denies those allegations.

Count IV – Unjust Enrichment

(Against the City of Norman)

129. Defendant repeats and incorporates by reference its responses to the preceding paragraphs, as if fully set forth herein.

130. The allegations in Paragraph 130 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies those allegations.

131. The allegations in Paragraph 131 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 131 of the Complaint and, on that basis, denies those allegations.

132. The allegations in Paragraph 132 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 132 of the Complaint and, on that basis, denies those allegations.

133. The allegations in Paragraph 133 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 133 of the Complaint and, on that basis, denies those allegations.

134. The allegations in Paragraph 134 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 134 of the Complaint and, on that basis, denies those allegations.

135. The allegations in Paragraph 135 do not pertain to Defendant and contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny the allegations in Paragraph 135 of the Complaint and, on that basis, denies those allegations.

Count V – Declaratory Relief

136. Defendant repeats and incorporates by reference its responses to the preceding paragraphs, as if fully set forth herein.

137. The allegations in Paragraph 137 contains characterizations of Plaintiffs' claims and/or legal conclusions to which no response is required. To the extent a response is required, Defendant denies those allegations.

138. Defendant admits that an actual controversy has arisen between Plaintiffs and Defendant. Defendant denies all other allegations in Paragraph 138.

139. Denied.

140. Denied.

141. Denied.

142. Denied.

143. Denied.

144. Denied.

145. Denied.

PRAYER FOR RELIEF

Defendant denies that Plaintiffs are entitled to any relief sought in their prayer for relief from Defendant. Plaintiffs' prayer should, therefore, be denied in its entirety and with prejudice, and Plaintiffs should take nothing.

GENERAL DENIAL

CentralSquare denies each and every allegation of fact, conclusion of law, or other matter contained in the Complaint that is not expressly admitted in this pleading.

AFFIRMATIVE DEFENSES

Incorporating by reference the foregoing paragraphs in their entirety and without prejudice to the denials set forth in response to the Complaint and without undertaking any of the burdens properly placed on Plaintiffs, CentralSquare asserts the following defenses to Plaintiffs' Complaint.

FIRST AFFIRMATIVE DEFENSE

Failure to State a Claim

Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Statutes of Limitations

The causes of action set forth in the Complaint are barred by their respective statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

Lack of Cause in Fact/Proximate Cause

The claims of Plaintiffs and the members of the putative class are barred because no conduct by or attributable to Defendant was the cause in fact or proximate cause of any harm allegedly suffered by them.

FOURTH AFFIRMATIVE DEFENSE

Performance Excused

Defendant's performance, if any, has been excused by the non-occurrence of a condition precedent, and/or by the occurrence of a condition subsequent, and thereby, Plaintiffs and the members of the putative class are barred from any recovery against Defendant.

FIFTH AFFIRMATIVE DEFENSE

Failure to Mitigate

Plaintiffs and the members of the putative class are barred in whole or in part from

recovery against Defendant by reason of their failure to mitigate any harm to themselves, if in fact any injury has been sustained.

SIXTH AFFIRMATIVE DEFENSE

Improper Collective Action Allegations

Plaintiffs' claims brought on behalf of themselves and the putative class members are not properly brought as, and cannot be maintained as, a collective action under applicable law because, among other things, the claim fails to meet the necessary requirements for class certification or conditional certification, including because: (i) this action is not best resolved on a collective basis including because common questions of fact and law do not predominate among purported class members from different states who utilized different payment systems operated by different municipalities; (ii) Plaintiffs are not proper or adequate representatives; and (iii) Plaintiffs' claims are not sufficiently typical of the claims of the other alleged aggrieved proposed class members.

SEVENTH AFFIRMATIVE DEFENSE

Reasonable Care and Good Faith

With respect to the matters alleged in the Complaint, Defendant at all times acted in good faith, with reasonable care, prudence, and skill, and without any improper, malicious, or reckless intent and acted in accordance with applicable law.

EIGHTH AFFIRMATIVE DEFENSE

Lack of Damages/Injury

The Complaint, and each purported cause of action asserted therein, is barred

because Plaintiffs and the purported class members have not suffered any damage as a result of any action taken by Defendant or Defendant's agents. If, however, Plaintiffs or the purported class members did suffer damages, which Defendant denies, the amount of damages actually suffered is less than the amount actually claimed, and any judgment against Defendant must therefore be reduced accordingly.

NINTH AFFIRMATIVE DEFENSE

Equitable Estoppel, Acquiescence, Consent and/or Waiver

The claims of Plaintiffs and the members of the putative class are barred by the doctrines of equitable estoppel, acquiescence, consent and/or waiver.

TENTH AFFIRMATIVE DEFENSE

Unclean Hands

Any recovery by Plaintiffs on their Complaint should be denied under the equitable doctrine of unclean hands.

RESERVATION OF ADDITIONAL DEFENSES

CentralSquare hereby reserves all additional defenses under Rule 8(c) of the Federal Rules of Civil Procedure and any other defenses, at law or equity, that may now or in the future be available based on discovery or any other factual investigation concerning this case or any related action.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays as follows:

1. That Plaintiffs and the purported class take nothing by reason of the

Complaint, that judgment be rendered in favor of Defendant;

2. That Defendant be awarded its costs of suit incurred in defense of this action, including its reasonable attorneys' fees; and
3. For such other relief as the Court deems just and proper.

FOLIART, HUFF, OTTAWAY & BOTTOM

/s/Amy Sherry Fischer

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**ATTORNEYS FOR DEFENDANT
CENTRALSQUARE TECHNOLOGIES,
LLC**

CERTIFICATE OF SERVICE

[X] I hereby certify that on this 9th day of February, 2022, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

<p>William B. Federman, OBA #2853 Molly E. Brantley Federman & Sherwood 10205 N. Pennsylvania Oklahoma City, OK 73120 T: 405-235-1560 F: 405-239-211 wbf@federmanlaw.com meb@federmanlaw.com <i>Attorneys for Plaintiff</i></p>	<p>Rickey J. Knighton, II, OBA#17257 Assistant City Attorney P.O. Box 370 201 West Gray Norman, OK 73069 T: 405-217-7700 F: 405-366-5425 Rick.knighton@normanok.gov <i>Attorneys for Defendant City of Norman, Oklahoma</i></p>
<p>Jason C. Bollinger, OBA #33794 Anne E. Zachritz, OBA #15608 Resolution Legal Group 1214 N. Hudson Avenue Oklahoma City, OK 73103 T: 405-235-6500 jcbollinger@resolutionlegal.com anne@resolutionlegal.com <i>Attorney for City of McKinney, Texas</i></p>	

/s/Amy Sherry Fischer

 Larry D. Ottaway/Amy Sherry Fischer