

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

1. LAURA DOUGHTY and 2. AMANDA
FISCHER, individually and on behalf of all
similarly situated persons,

Plaintiffs,

v.

1. CENTRALSQUARE TECHNOLOGIES, LLC
and

2. CITY OF NORMAN, OKLAHOMA, a
municipal corporation,

Defendants.

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

Hon. Charles B. Goodwin

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT
AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT**

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I. INTRODUCTION

Plaintiffs Laura Doughty and Amanda Fischer respectfully move, under Rule 23(e) of the Federal Rules of Civil Procedure, for preliminary approval of a proposed class action settlement between themselves and Defendant CentralSquare Technologies, LLC (“CentralSquare” or “Defendant”)¹. With the assistance of an experienced neutral mediator, Plaintiffs and CentralSquare negotiated the proposed Settlement Agreement and Release (“SA”) which, if approved, will resolve the claims alleged in this action related to Plaintiffs’ claims against CentralSquare and provide substantial, direct monetary and non-monetary relief available to all Settlement Class Members who were impacted by the 2017-2019 data security incident involving CentralSquare’s Click2Gov payment portal (the “Incident”).

Specifically, if the SA is approved, CentralSquare will pay \$1.9 million into a settlement fund, and up to a maximum of \$2.9 million, which will be used to: (1) pay valid claims submitted by Class Members (explained in more detail below); (2) pay all reasonable settlement administration and notice costs; and (3) pay reasonable, Court-approved attorneys’ fees, costs, expenses, and named plaintiff service awards. Settlement Class Members will be eligible to receive a cash payment equal to their-out-pocket expenses or losses, without limitation, compensation for time spent responding to the Incident, and the ability to purchase credit monitoring at a discounted rate.

Plaintiffs move for an order: (1) preliminarily approving the proposed Settlement;

¹ Defendant City of Norman, Oklahoma (“Norman”) is not a party to this Settlement.

(2) preliminarily certifying the proposed Settlement Class; (3) approving the proposed notice program including KCC Class Actions Services, LLC (“KCC”) as the Settlement Administrator; and (4) scheduling a final approval hearing. Plaintiffs respectfully request that this Motion, which CentralSquare does not oppose, be granted as the Settlement meets all of the standards for preliminary approval. The Settlement Class satisfies the requirements of Rule 23. And the notice program – which consists of individualized mail or email notice, a toll-free number and a website maintained by KCC – comports with both Rule 23 and due process.

In support of their motion, Plaintiffs submit a proposed preliminary approval order; the Declaration of Class Counsel William B. Federman (“Fed. Decl.”); the SA and its various attachments, such as the proposed notices and claim form (attached as Exhibits A–F); and the Declaration of Carla A. Peak from KCC, Exhibit G.

II. FACTUAL BACKGROUND

A. Factual and Procedural Overview of the Litigation

CentralSquare is Delaware Limited Liability Corporation that creates software products in the go-to payment technology sector, specifically focused on serving public entities. ¶¶ 1, 15-16.² For example, CentralSquare offers software that facilitates credit card payment processing services for the Norman and other public institutions. *Id.*

In the spring of 2017, local news outlets began reporting to report on instances of payment card data breaches that were linked to utility payment systems for city and local

² All citations to ¶ or ¶¶ refer to Plaintiffs’ First Amended Class Action Complaint filed on January 26, 2022, Doc. No. 101.

governments. ¶20. CentralSquare’s Click2Gov payment software was a common link in each of these reports. *Id.* In October 2017, Simon Angove, then CEO of Superior (later merged into CentralSquare) publicly acknowledged the growing number of data security incidents. ¶21. In December 2018, Gemini Advisory advised that a wave of cyberattacks had exposed the data of individuals in dozens of cities across the United States and Canada between 2017 and 2018. ¶24.

From August to October 2019, municipalities were targeted by cybercriminals in another wave of attacks which impacted Norman and more than thirty other municipalities across the country. ¶26.

From 2017 to 2019, due to the criminal cyberattacks targeting these municipalities, members of the putative class experienced a cyberattack that impacted their payment card information, including names, card numbers, expiration dates, and security codes (collectively, “Payment Data”). ¶5. Over 300,000 individuals were potentially impacted by the cyberattacks between 2017 through 2019. *Id.*

B. Negotiation of the Proposed Settlement

This settlement resulted from good faith, arm’s-length settlement negotiations supervised by Rodney Max of the Upchurch, Watson, White, & Max Mediation Group in Miami, Florida. (Fed. Decl., ¶19). Mr. Max is a well-respected mediator who has been mediating settlement discussions of complex litigation for thirty-five years. Mr. Max has mediated more than 2,500 cases over the course of his career. *Id.* The first mediation here took place on December 5, 2020, via Zoom conference, and included Mr. Federman on behalf of Plaintiffs as well as Rickey J. Knighton, Jeanne M. Snider, Kristina M. Snider,

Larry. D. Ottaway, Amy S. Fischer, David M. Lisi, Cathleen Donohoe, and Jeffrey R. Gans on behalf of Defendants. (Fed. Decl. ¶19). Plaintiffs and CentralSquare were unable to agree to terms of settlement at the end of the mediation, but progress was made.

Both Plaintiffs and Defendants engaged in rigorous discovery. (Fed. Decl. ¶¶34-36). Discovery conducted included the deposition of Plaintiff Laura Doughty on November 20, 2020. *Id.* Charles Almy, Chief Information Officer for CentralSquare was deposed on November 16 and 17, 2020. (Fed. Decl. ¶ 34). Karen Duncan Roberts, Development Manager for CentralSquare, was deposed on November 17, 2020. *Id.* Defendants produced more than 10,000 pages of documents in response to Plaintiffs' requests for production, which Plaintiffs' counsel reviewed in detail and used to pursue the litigation. *Id.* Plaintiffs' counsel also pursued discovery from more than forty third parties including CentralSquare's technology consultants and public relations firm as well as the municipalities that used Click2Gov. Plaintiffs' counsel retained and utilized multiple expert witnesses in both discovery and to support the two Motions for Class Certification filed in this action. *Id.*

Before, during and after Plaintiffs and CentralSquare's settlement negotiations and first mediation, Plaintiffs, in conjunction with information reviewed by their experts sought and obtained both formal and informal discovery from CentralSquare and Norman, including: the number of individuals whose Payment Data was compromised during the Incident; the types of Payment Data exposed; the mechanics of the Incident including identification of the affected systems; internal communications about how the breach was uncovered and the remedial actions taken by CentralSquare after the Incident was

uncovered; the reaction and remedial measures taken by various municipalities; CentralSquare's financial condition; the support being given to Click2Gov; and the terms of any potentially applicable insurance coverage. (Fed. Decl. ¶35).

Equipped with that knowledge, and their significant experience litigating and resolving similar actions, Plaintiffs' counsel eventually negotiated what they believe to be a fair, adequate, and reasonable settlement worthy of presentation to the Court and the putative class. (Fed. Decl., ¶ 5).

Following the first mediation in December 2020, Plaintiffs and CentralSquare continued to litigate the case. Multiple motions to compel production of documents were filed including a Motion to Compel regarding documents in the possession of Sylint Group, Inc. (Doc. No. 32), and a Motion to Compel production of documents from CentralSquare (Doc. No. 85). Plaintiffs and CentralSquare each retained expert witnesses. (Fed. Decl. ¶¶ 34-36). Plaintiffs filed their First Amended Class Action Complaint on January 26, 2022. (Doc. No. 101) to which Defendants filed their Answer on February 9, 2022. (Doc. No. 104). Norman filed its Motion to Dismiss the First Amended Class Action Complaint on February 8, 2022. (Doc. No. 103).

Plaintiff Fischer filed a Class Action Complaint in the United States District Court for the Southern District of Florida (Ft. Lauderdale Division), Case 0:21-cv-60856. (Doc. No. 1)(the "Fischer Action"). CentralSquare filed a Motion to Dismiss in the Fischer Action that was fully briefed and subsequently granted in part and denied in part by the Hon. Rodolfo A. Ruiz. (Doc. No. 28 (09/16/2021)).

Following Judge Ruiz's decision, Plaintiffs and CentralSquare conducted a second

full-day mediation, this time in person, with mediator Rodney Max on Oct. 13, 2021. (Fed. Decl. ¶19). Norman did not participate in this second mediation. *Id.* The second mediation resulted in the Plaintiffs and CentralSquare reaching an agreement on most material terms for a settlement that was subsequently agreed upon with additional negotiations over the next several weeks. Norman was not part of the second mediation and is not part of the proposed settlement. CentralSquare and Plaintiffs have reached an agreement on the pertinent settlement terms including dismissing the Fischer Action and filing a unified single complaint in the Western District of Oklahoma, retaining a Settlement Administrator after taking bids from several firms for the proposed notices, developing a proposed Notice plan, as well as a claim form, distribution plan, and proposed orders. The SA was executed as of March 28, 2022.

C. Terms of the Proposed Settlement

1. The Settlement Class Definition

For settlement purposes only, Plaintiffs propose certification of the following class pursuant to Fed. R. Civ. P. 23(b)(3), defined as:

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.

(SA, ¶ 37).

As set forth below, the Settlement Class meets all the requirements under Rule 23(a) and 23(b)(3) and should be provisionally approved.

2. Consideration

a. Direct Monetary Relief to Settlement Class Members

Under the Settlement, CentralSquare will pay \$1.9 million initially, and up to a maximum of \$2.9 million, into a settlement fund. (SA, ¶ 34). The settlement fund will be used to: 1) pay court-approved attorneys' fees, expenses, and plaintiff service awards; 2) pay costs of administration and notice; and 3) make payments to Settlement Class Members who submit approved documented unreimbursed loss or attested time claims, as defined in the Settlement Agreement. (SA, ¶ 45). Eligible Settlement Class Members may make both documented unreimbursed loss claims documented loss claims and attested time claims . (*Id.*)

For documented unreimbursed loss claims, Settlement Class Members are eligible to receive reimbursement of all losses and out-of-pocket expenses incurred during the Settlement Class Period (January 1, 2017 to December 31, 2019) if they: a) used their Payment Card during the Settlement Class Period and experienced an unreimbursed monetary loss more likely than not caused by the Incident; and (b) provide documentation of their unreimbursed monetary losses including fraudulent charges, bank fees, replacement card fees, late fees, credit freeze fees as well as any other fees such as parking or transportation incurred as a result of the Incident, and the efforts made to avoid or seek reimbursement for the loss. (SA, ¶¶ 45(a) and (b)). Settlement Class Members with such documented unreimbursed losses are also eligible to receive up to \$60 at a rate of \$20 per hour for time attested to in addressing any fraudulent transactions or monitoring their accounts as a result of the Incident. (SA, ¶¶ 45(c)).

b. Administration Costs, Service Awards, Attorneys' Fees, and Expenses of Litigation

The settlement fund will also be used to pay the reasonable costs of notice, settlement administration, service awards to the Settlement Class Representatives, attorneys' fees, and reimbursement of litigation expenses/costs. (SA, ¶ 51) After a competitive bidding process, Plaintiffs have retained to perform settlement administration and notice services. (Fed. Decl. ¶ 14). KCC estimates that costs of notice and administration will be \$126,000. (Fed. Decl. ¶ 14).

Plaintiffs and Class Counsel will apply to the Court for awards to the Settlement Class Representatives for their service to the Settlement Class. Subject to the Court's approval, the fund will be used to pay \$2,500 to Plaintiff Laura Doughty and \$1,000 to Amanda Fischer, via Class Counsel, as a service awards. (SA, ¶ 84).

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of litigation costs and expenses. Subject to the Court's approval, Class Counsel will seek up to, but no more than, \$900,000 of the settlement fund as attorneys' fees and expenses, to be paid within fourteen days of the Effective Date of the Settlement. (SA, ¶¶ 86-88).

c. Injunctive Relief

In addition to monetary consideration, CentralSquare has committed to numerous measures to further enhance its data security practices including, but not limited to: (a) requiring that all Click2Gov payment programs comply with PCI DSS Standards; (b) appointment of a qualified Chief Information Security Officer responsible for coordinating

CentralSquare's protection of citizen users' personal information; (c) the implementation of an anonymous hotline for data security; (d) the hiring of a third party vendor to annually audit CentralSquare's data security systems; and (e) the encryption of all payment card data at such time data is input. (SA, ¶ 50). CentralSquare also represents, as part of the SA, that it has completed significant remediation of its data security practices. *Id.*

d. Releases

In exchange for the consideration provided by CentralSquare under the SA, the Settlement Class Representatives, Settlement Class Members who do not timely and validly exclude themselves, and their related persons, will release CentralSquare and its related entities from any claims that were or could have been asserted in the First Amended Class Action Complaint, including, but not limited to, claims arising out of the Incident and the disclosure of Settlement Class Members' Payment Data, CentralSquare's maintenance of Settlement Class Members' Payment Data and information security practices, and CentralSquare's response to and notices regarding the Incident. (SA, ¶¶ 80-83).

3. The Proposed Notice and Claims Program

Subject to the Court's approval, Plaintiffs and CentralSquare propose to individually notify each Settlement Class Member through either email or U.S. Mail, and to have the Settlement Administrator establish a toll-free number and Settlement Website to provide information about the Settlement. (Peak Decl. ¶¶ 7-12). Settlement Class Members will be able to file claims both electronically and by mail. (Peak Decl. ¶ 13).

a. Direct Notice

For purposes of effectuating Direct Email and Mail Notice, CentralSquare will submit to the Settlement Administrator the name, mailing address, and email address (if available), of each known Settlement Class Member. (SA, ¶¶ 63). The Settlement Administrator will use this data, along with other reasonably available sources, to send an email notice to Settlement Class Members for whom an email address is identified. (SA, ¶¶ 60-70; SA, Ex. C) (proposed long and short form notices); (Peak Decl. ¶ 7-10). The Settlement Administrator will send a mail notice to Settlement Class Members for whom an email address is not identified. *Id.* Rule 23(c)(2)(B) clearly identifies that notice via email and mail are appropriate methods to effectuate direct notice that is the best notice that is practicable under the circumstances.

For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mail Notice to the updated address as indicated. (SA, ¶ 67(c)). For any Mail 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 Mail Notice to the extent updated addresses are identified. (*Id.*). The Settlement Administrator need only make one attempt to re-mail any Mail Notices that are returned as undeliverable. (*Id.*).

The notices include a description of the material terms of the Settlement; a date by which Settlement Class Members may object to or opt out of the Settlement; the date upon which the Final Approval Hearing will occur; and the address of the Settlement Website at

which Settlement Class Members can submit a Claim Form and access the Settlement Agreement and other related documents and information. (SA, Exs. B–C). Notice will also be posted on the Settlement Website. (Peak Decl. ¶ 11). The Claim Form will be posted on the Settlement Website where it can be downloaded, printed, and mailed, or Settlement Class Members can simply submit their claims electronically on the Settlement Website. (Claims Administration and Distribution Plan, SA Ex. D § II; SA Ex. A (proposed Claim Form)). The Claim Form is only four pages long and requires Settlement Class Members to provide very basic information: their name, address, phone number, email address, an indication of whether they also want to submit a documented unreimbursed loss claim, and instructions regarding the types of documentation required for such a claim.

Plaintiffs and CentralSquare propose a 90-day claim period following the Notice Deadline (defined as the date by which the Settlement Administrator is required to send Mail Notice, which shall be thirty days after entry of the Preliminary Approval Order unless the Court sets a different deadline). (SA, ¶¶ 9, 23).

b. Settlement Website

The Settlement Administrator also will establish the Settlement Website, which will contain all the information included in the other forms of notice and will provide links to pertinent case documents. (SA, ¶ 64). The Settlement Website will permit Settlement Class Members to file claims electronically. (SA, ¶ 56).

c. Opt-Out and Objection Procedures and Deadlines

All forms of notice: (1) explain the procedure by which a Settlement Class Member

can exclude himself or herself from the Settlement prior to the Opt-Out Deadline (SA, ¶ 65); and (2) explain the procedure for a Settlement Class Member to object to the Settlement or Class Counsel's applications for awards of attorneys' fees, costs and expenses, or Service Awards to Settlement Class Representatives prior to the Objection Deadline. *Id.* The proposed Opt-Out and Objection Deadlines are seventy-five days after the date of the Preliminary Approval Order. (SA, ¶¶ 23, 25-26).

ARGUMENT

I. The Court Should Preliminarily Approve the Agreement and Authorize Notice to the Proposed Settlement Class

Court approval is required for any class action settlement that releases the claims of absent class members. Fed. R. Civ. P. 23(e). Approval is a two-step process. "In the first stage, the Court preliminarily certifies a settlement class, preliminarily approves the settlement agreement, and authorizes that notice be given to the class so that interested class members may object to the fairness of the settlement or opt out of the settlement." *Harris v. Chevron U.S.A., Inc.*, Case No. 15-cv-0094, 2019 WL 5846917, at *2 (W.D. Okla. July 29, 2019). "[T]he court's primary objective at th[is] point is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing." 4 W. Rubenstein, *Newberg on Class Actions* §13:10 (5th ed. 2015). Second, after preliminary approval and notice to the class, the Court assesses the settlement's strengths and weaknesses at the final approval hearing and determines whether the settlement is fair, reasonable, and adequate to those who are affected. *See id.* At the final fairness hearing, the Court also addresses any objections to treatment of the

litigation as a class action or objections to the terms of the settlement. *See Harris*, 2019 WL 5846917, at *2.

Preliminary approval of a proposed settlement is appropriate “where it appears to be the product of serious, informed, noncollusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives.” *Harris*, 2019 WL 5846917, at *2 (citing *In re Motor Fuel Temperature Sales Practices Litig.*, 286 F.R.D. 488, 492 (D. Kan. 2012)).

Before the Court can direct notice to the class, a plaintiff must “show[] that the court will likely be able to . . . approve the proposal under Rule 23(e)(2)[.]” Fed. R. Civ. P. 23(e)(1)(B). Approval under Rule 23(e)(2) requires that the settlement be fair, reasonable, and adequate, taking into consideration the following factors: (1) whether “the class representatives and class counsel have adequately represented the class”; (2) whether the settlement “was negotiated at arm’s length”; (3) whether “the relief provided for the class is adequate”; and (4) whether the settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(A)–(D)

The Tenth Circuit has also identified four factors (partially overlapping with the Rule 23(e)(2) factors) to be considered in assessing whether a settlement is fair, reasonable, and adequate:

- 1) whether the proposed settlement was fairly and honestly negotiated;
- 2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- 3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and

4) the judgment of the parties that the settlement is fair and reasonable.

In re Motor Fuel Temperature Sales Practices Litig., 872 F.3d 1094, 1116–17 (10th Cir. 2017) (quoting *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1186–87 (10th Cir. 2002)).

As explained below, the proposed settlement satisfies all requirements for preliminary approval.

A. The Proposed Class Is Adequately Represented

This Court previously has considered Class Counsel’s qualifications when appointing William B. Federman as co-lead counsel in *In re: Samsung Top Load Washing Machine Marketing, Sales Practices and Product Liability Litigation*, Case No. 17-ML-2792. (Doc. 52). Class Counsel have extensive experience litigating complex and class actions and have demonstrated particular success in litigating data security breach class actions. (Fed. Decl., ¶5).

Class Counsel have adequately represented the class by fully investigating the facts and legal claims; preparing the complaints; conducting depositions; requesting, obtaining, and reviewing numerous documents from CentralSquare regarding the Incident, affected class members, its remediation efforts, insurance coverage, and financial condition; drafting a comprehensive mediation statement assessing the legal and factual strengths and weaknesses of the case; and participating in the mediation and a multi-week negotiation process. This activity has provided Class Counsel with adequate information to negotiate this Settlement. (Fed. Decl., ¶¶ 32-35).

The Settlement Class Representatives have demonstrated their adequacy in

selecting well-qualified Class Counsel, producing information and documents to Class Counsel to permit investigation and development of the complaints, and monitoring the litigation. (Fed. Decl., ¶ 38). Their claims align with those of the Settlement Class. Thus, this factor under Rule 23(e)(2)(A) weighs in favor of granting preliminary approval.

B. The Proposed Settlement Was Negotiated at Arm’s Length

“Utilization of an experienced mediator during the settlement negotiations supports a finding that the settlement is reasonable, was reached without collusion and should therefore be approved.” *In re Molycorp, Inc. Sec. Litig.*, Case No. 12-cv-292, 2017 WL 4333997, at *4 (D. Colo. Feb. 15, 2017) (citing *In re Crocs, Inc. Sec. Litig.*, 306 F.R.D. 672, 689 (D. Colo. 2014)).

The proposed settlement was negotiated at arm’s length, without collusion and with the assistance of a highly qualified mediator, Rodney Max. As part of the mediation process, Plaintiffs and CentralSquare exchanged and provided to the mediator memoranda outlining the strengths and weaknesses of their claims and defenses, and responses to questions posed by the mediator. That the Settlement was achieved through well-informed and arm’s-length, neutrally supervised negotiations weighs in favor of granting preliminary approval under Rule 23(e)(2)(B).

C. The Settlement Relief Is Fair, Reasonable, and Adequate

The Settlement provides a strong recovery for the Class in light of the risks posed by continued litigation. The Settlement would create a settlement fund of \$1.9 million initially, with up to \$2.9 million, from which payments will be made to claimants who submit approved claims. (Fed. Decl. ¶ 8). With a class size of approximately 300,000, a

maximum settlement fund of \$2.9 million initially could result in an average payout of between \$193 and \$96, assuming that the overall claims rate is between 5% and 10%. If the claims are lower and the net settlement fund does not exceed \$1.9 million, then the average payouts would be between \$127 and \$63. The actual average amount will vary depending several factors, including the claims rate, the value of claims submitted. *Id.* CentralSquare has also committed to taking remedial steps to address the allegations that led to the filing of this litigation. These benefits compare favorably with settlements approved in similar data breach cases.

For example, in *In re Sonic Corp. Customer Data Security Breach Litigation*, 1:17-md-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019), the court approved a settlement of \$4,325,000 for a class of 1.5 million consumers whose payment card data was exposed. *Sonic*, 2019 WL 3773737 at *1–3. The settlement class size here is approximately 20% of the size of the *Sonic* class, and the initial settlement fund here is approximately 43.938% of the size of the *Sonic* settlement fund, indicating that the two settlements are closely proportional.

Here, the \$1.9 million initial settlement fund could provide a per capita recovery of approximately \$5.50 for each of the roughly 300,000 class members. This is in line with or better than the per-capita cash recoveries in other, approved data breach settlements, including some of the largest settlements on record. For example, the settlement in *In re Anthem, Inc. Data Breach Litig.*, created a \$115 million settlement fund for a class size of approximately 79.15 million individuals, equal to roughly \$1.45 per class member. *Anthem*, 327 F.R.D. 299, 318–19 (N.D. Cal. 2018). In the consumer settlement

in *In re Equifax Inc. Customer Data Security Breach Litig.*, the settlement provided cash benefits ranging between \$380.5 million to \$505.5 million (depending on the claims made) for a class of 147 million, equal to roughly \$2.59 to \$3.44 per class member. *See Equifax*, 1:17- md-2800, 2020 WL 256132, at *2 (N.D. Ga. Mar. 17, 2020), *aff'd in relevant part*, 2021 WL 2250845 (11th Cir. June 3, 2021). In the *Sonic* settlement, the amount per class member was \$2.88. *See Sonic*, 2019 WL 3773737 at *1–3.

Based on these comparisons to similar settlements, and the additional factors discussed below, the proposal here is fair, adequate, and reasonable, and should be granted preliminary approval.

D. The Method of Distributing Relief Will Be Equitable and Effective

As explained above, Class Members are eligible for three forms of relief: (a) “Tier 1 Class Members” are those who used the Click2Gov payment portal during the Settlement Class Period and are entitled to four (4) years of credit monitoring at a discounted rate; (b) “Tier 2 Class Members” are Tier 1 Class Members who can provide reasonable documentation of unreimbursed expenses and losses in connection with a fraudulent transaction and are entitled to full reimbursement without limitation; and (c) “Tier 3 Class Members” are Tier 2 Class Members who attest to time spent addressing fraudulent transactions and are entitled to reimbursement for their time up to \$60 at a rate of \$20 per hour. (SA, ¶ 45).

Thus, the only difference in treatment among Class Members is that Tier 2 Settlement Class Members will—appropriately and equitably—receive payments in proportion to the amount of their out-of-pocket losses, which must be supported with

reasonable documentation. The 90-day claim period will be sufficiently long to enable all eligible Class Members to collect any necessary information before submitting their claims. For these reasons, the plan of distribution is both equitable and effective.

E. The Proposed Attorneys' Fees Are Reasonable

Class Counsel will request up to, but no more than \$900,000 (approximately 31% of the total maximum settlement fund) of the settlement fund as attorneys' fees and expenses, and that request will be subject to Court approval. This request is well within the typical range in the Tenth Circuit and elsewhere, and poses no impediment to preliminary approval. *See In re Samsung Top-Load Washing Mach. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 997 F.3d 1077, 1095 (10th Cir. 2021) (finding that attorneys' fees equal to one-fourth to one-third of a settlement are "well within the range of reasonable and permissible fees and costs awards in class action litigation."); *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 774–75 (11th Cir. 1991) ("The majority of common fund fee awards fall between 20% and 30% of the fund"); Theodore Eisenberg, Geoffrey Miller & Roy Germano, *Attorneys' Fees in Class Actions: 2009–2013*, 92 N.Y.U. LAW REV. 937, 951 (2017) (empirical study showing the median award in 450 studied settlements was 29%).

Class Counsel's application for a fee award will also demonstrate that the request is supported by the lodestar crosscheck, as counsel devoted substantial time to this matter, and will not be earning a large multiplier, if any.

F. All Additional Factors Support Preliminary Approval

Additional factors identified by the Tenth Circuit for use in weighing preliminary

approval include: whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and the judgment of the parties that the settlement is fair and reasonable. *In re Motor Fuel*, 872 F.3d at 1116–17. All of these factors support preliminary approval.

First, serious questions of law and fact exist. Although Plaintiffs are confident in the strength of their case, data breach litigation is still a developing area of the law, and few, if any, such cases have advanced all the way to trial. Numerous courts have noted that legal and factual uncertainty in this field supports approval of data breach class settlements. *Equifax*, 2020 WL 256132, at *7 (identifying disputed legal issues including duty, causation, class certification, and additional risks related to discovery, juries, and appeals); *Sonic*, 2019 WL 3773737, at *6 (“[t]he realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law.”); *Anthem*, 327 F.R.D. at 317–18.

Second, the value of immediate recovery here strongly outweighs the possibility of relief after extensive litigation. Based on Class Counsel’s review of CentralSquare’s financial statements and insurance policies, Class Counsel is of the opinion that CentralSquare could not sustain an extensive litigation effort and also preserve sufficient financial resources to pay a judgment similar in size to the settlement benefits negotiated here. (Fed. Decl. ¶ 39). In these circumstances, an early settlement that provides \$1.9 million in total benefits to the Class significantly outweighs the potential upside of continued litigation, which would deplete the funds available to pay any judgment, possibly

to the point of a *de minimis* recovery for the Class.

For these reasons, and based on their experience in similar class litigation, Class Counsel is of the opinion that the settlement is fair, adequate, and reasonable, and should be approved. (Fed. Decl. ¶ 5).

II. The Court Should Find It Is Likely to Certify the Settlement Class

When a settlement is reached before certification, a court must determine whether to certify the settlement class. *See, e.g.*, Manual for Complex Litigation § 21.632 (4th ed. 2014); *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 613–14 (1997). Rule 23(e) states that before authorizing notice, a Court should determine that it “will likely be able to ... certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

Certification of a settlement class is proper when the requirements of Rule 23(a) and at least one subsection of Rule 23(b) are satisfied. *See, e.g.*, *Harris*, 2019 WL 5846917 at *2. The Court should find that it is likely to be able to certify this Settlement Class. Courts have recently certified similar classes in data breach cases for purposes of final settlement approval. *See Equifax*, 2020 WL 256132, at *11–14, *aff’d in relevant part*, 2021 WL 2250845, at *16–19; *Anthem*, 327 F.R.D. at 307–16; *Sonic*, 2019 WL 3773737, at *2–3.

A. The Rule 23(a) Requirements Are Satisfied

Numerosity: Rule 23(a)(1) requires that a proposed settlement class be “so numerous that joinder of all class members is impracticable.” In the Tenth Circuit, there is “no set formula” for determining whether numerosity is met, but district courts have “wide latitude in making this determination.” *Trevizo v. Adams*, 455 F.3d 1155, 1162 (10th Cir. 2006) (citations and quotation marks omitted). Here, the proposed class consists of

approximately 300,000 individuals distributed across multiple states and several territories. (Fed. Decl., ¶ 7). Joinder of this many individual plaintiffs is plainly impracticable, and the numerosity requirement is therefore met here. *See, e.g., In re Thornburg Mortg., Inc. Secs. Litig.*, 912 F. Supp. 2d 1178, 1233–34 (D. N.M. 2012) (finding that class size in the “thousands” demonstrated that joinder was impracticable, and listing cases in support).

Commonality: Rule 23(a)(2) requires “questions of law or fact common to the class.” The proponents of certification must identify a common contention ““of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.”” *Naylor Farms, Inc. v. Chaparral Energy, LLC*, 923 F.3d 779, 789 (10th Cir. 2019) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)).

In this case, all members of the proposed class assert that their Payment Data was compromised as a result of the Incident, and they bring the same primary claims of negligence, negligence per se, unjust enrichment, and Oklahoma statutory causes of action. Proving their claims thus will involve numerous common questions of law and fact that will be resolved in the same way for all class members, such as whether CentralSquare owed Plaintiffs and Class Members a duty to handle Payment Data with reasonable care, and whether CentralSquare’s data security practices were inadequate to the point of breaching that duty. *See, e.g., Naylor Farms*, 923 F.3d at 789 n. 10 (explaining that whether a defendant breached a duty allegedly owed to all class members is a common question). The commonality requirement thus is met.

Typicality: Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” The interests and claims of named plaintiffs and class members “need not be identical,” provided they are “based on the same legal or remedial theory.” *DG ex rel. Stricklin v. Devaughn*, 594 F.3d 1188, 1198–99 (10th Cir. 2010). The typicality requirement is satisfied where the interests of named plaintiffs and class members are not significantly antagonistic to one another, and where the harm or risk of harm faced by the named plaintiffs and class members stem from the same alleged conduct on the part of the defendant. *See id.* at 1199.

Here, the claims of Plaintiffs and Class Members are the same and there are no significant differences among them. Plaintiffs and all Class Members allege their Payment Data was exposed in the same Incident due to CentralSquare’s deficient data security practices. Typicality is satisfied.

Adequacy of Representation: Rule 23(a)(4) requires that “the representative parties will fairly and adequately protect the interests of the class.” In assessing the adequacy requirement, courts look to answer two questions: (1) do the named plaintiffs and their counsel have any conflicts of interests with other class members[;] and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?” *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187–88 (10th Cir. 2002) (citations and quotation marks omitted). Plaintiffs do not have any interests antagonistic to other class members and have retained lawyers who are abundantly qualified and experienced. (Fed. Decl., ¶¶ 5-6). Further, as stated above, Plaintiffs and their counsel have been vigorously representing Class Members, and their diligence resulted in an early settlement that will

deliver meaningful relief to Class Members. The adequacy requirement is thus met.

B. The Requirements of Rule 23(b)(3) Are Satisfied

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members,” and that class treatment is “superior to other available methods for fairly and efficiently adjudicating the controversy.” Manageability, the part of the superiority analysis that asks whether the case, if tried as a class action, would be manageable, is irrelevant for purposes of certifying a settlement class. *Amchem*, 521 U.S. at 620.

Predominance: “[T]he predominance inquiry ‘asks whether the common, aggregation-enabling[] issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.’” *Naylor Farms*, 923 F.3d at 789 (quoting *CGC Holding Co., LLC v. Broad and Cassel*, 773 F.3d 1076, 1087 (10th Cir. 2014) (quoting *Newberg on Class Actions* § 4:49)). “Critically, so long as at least one common issue predominates, a plaintiff can satisfy Rule 23(b)(3)—even if there remain individual issues, such as damages, that must be tried separately.” *Naylor Farms*, 923 F.3d at 789 (citing *Tyson Foods, Inc. v. Bouaphakeo*, 136 S.Ct. 1036, 1045 (2016)).

The requirement is met here for purposes of settlement because the overwhelming majority of the issues of law and fact are common to all class members. “The focus on a defendant’s security measures in a data breach class action ‘is the precise type of predominant question that makes class-wide adjudication worthwhile.’” *Equifax*, 2020 WL 256132 at *13 (quoting *Anthem*, 327 F.R.D. at 312). As the *Anthem* court explained, predominance is satisfied where claims “rise or fall” on whether the defendant used

reasonable data security practices, and where that question can be resolved using the same evidence for all class members because the information was stored on and breached through the defendant's same system. *Anthem*, 327 F.R.D. at 312. The only potentially individualized issue here is damages, which does not defeat predominance. *Brown v. Electrolux Home Products, Inc.*, 817 F.3d 1225, 1239 (11th Cir. 2016) (“The ‘black letter rule’ recognized in every circuit is that ‘individual damage calculations generally do not defeat a finding that common issues predominate.’”).

Superiority: The superiority inquiry requires courts to consider class members’ interest in individually controlling the litigation, the extent and nature of any litigation already begun by class members, and the desirability or undesirability of concentrating the litigation in the particular forum. Fed. R. Civ. P. 23(b)(3)(A)–(C). All of these factors weigh in favor of finding the superiority requirement is met here. For most of the 300,300,000 class members, individual damages are likely to be too small to warrant individual litigation, particularly because data breach litigation involves complex technical issues and expert testimony that make litigation costly. *See Anthem*, 327 F.R.D. at 315–16. Other than this action, Class Counsel is not aware of any other litigation initiated by class members as a result of the Incident. (Fed. Decl. ¶ 6). Finally, concentration of the claims in this forum is appropriate, as it is where Plaintiff Doughty and Norman are located.

“It is enough that class treatment is superior because will ‘achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.’” *CGC Holding*, 773 F.3d at 1096 (quoting *Amchem*, 521 U.S. at 615). Litigating

the claims of hundreds of thousands of class members—which would require presentation of the same evidence and expert opinions many times over—would be manifestly inefficient here. Because class treatment is superior to individual litigation, superiority is satisfied.

III. The Court Should Approve the Proposed Notice Plan and Settlement Administrator

Rule 23(e)(1)(B) provides that if the parties' showing is sufficient to enable the Court to determine that it will likely be able to approve the proposal and certify the settlement class, the Court "must direct notice in a reasonable manner to all class members who would be bound by the proposal." Rule 23(c)(2)(B) requires that for any proposed settlement under Rule 23(b)(3), notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." The permissible means of notice include "United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B). Due process likewise requires that class members be given notice and an opportunity to be heard. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *DeJulius v. New England Health Care Employees Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) ("[t]he legal standards for satisfying Rule 23(c)(2)(B) and the constitutional guarantee of procedural due process are coextensive and substantially similar.").

The method and manner of notice process is "left to the discretion of the court subject only to the broad 'reasonableness' standards imposed by due process." *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975), *cert. denied*, 423 U.S. 864

(1975). There is no single way in which the notice must be transmitted, but individual notice by mail is sufficient, and other approaches, including electronic notice, are permissible. 7B C. Wright & A. Miller, *Federal Practice and Procedure* § 1797.6 (3rd ed. April 2021 Update).

Plaintiffs and CentralSquare, therefore, propose to notify Class Members individually by electronic mail, if available, and U.S. mail to Class Members for whom valid email addresses cannot be found by the Settlement Administrator. Plaintiffs and CentralSquare possess data showing the identity and addresses of individual Class Members. (Fed. Decl., ¶ 13). The Settlement Administrator will use this data to locate email addresses for as many Class Members as possible and send notice to those addresses, and the Settlement Administrator will send notice via U.S. mail to Class Members for whom a valid email address is not located. (Peak Decl. ¶¶ 8-10).

Reasonable efforts will be made to re-mail notices to Class Members whose initial notice was returned as undeliverable. All forms of the notice are written in plain English and include a description of the litigation, the claims being made, and the terms of the settlement as well as information for Class Members about the deadlines and their rights to opt out or object. In addition, the Settlement Administrator will establish a website where Class Members will be able to view and download copies of the notices, claim form, pleadings, orders, and other documents relating to the Settlement. Class Members will be able to call a toll-free number for further information.

This notice program satisfies the requirements of due process and Rule 23 and thus should be approved. The Court should also approve KCC to serve as the Settlement

Administrator. KCC is a well-known firm with a history of successfully administering many class action settlements, including other data breach settlements. (Peak Decl., ¶2). Plaintiffs selected KCC after Plaintiffs and CentralSquare considered bids from multiple administration firms and believe that KCC will be able to meet the obligations imposed on the Settlement Administrator under the Settlement for a reasonable cost. (Fed. Decl. ¶ 14).

CONCLUSION

For the reasons set forth above, Plaintiffs request that the Court grant their Motion and enter the order proposed by Plaintiffs and CentralSquare to: (1) preliminarily approve the proposed settlement; (2) certify the proposed Settlement Class; (3) approve the notice program and Settlement Administrator; and (4) schedule a Final Approval Hearing.

Dated: March 28, 2022

Respectfully submitted,

s/William B. Federman

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Classes*

CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2022, a copy of the foregoing pleading was filed

electronically with the Clerk of Court to be served by operation of the court's electronic filing system to all counsel of record.

/s/ William B. Federman

EXHIBIT A

Your claim must be submitted or postmarked by: [Month] [Day], 2022

Doughty v. CentralSquare Technologies, LLC and City of Norman, Oklahoma Case No. 5:20-cv-00500 (W.D. Okla.)

CS

CLAIM FORM

Full Name: _____ Claim Number: _____
(First) (Last)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: () - E-mail: _____

We will use the information that you provide to communicate with you about your claim, which we will do primarily by email if you provide an email address. The information you provide will not be used for other purposes, including but not limited to marketing purposes. The information you provide will not be sold, nor will it be provided to others, except insofar as is necessary to efficiently process claims submitted in connection with this matter.

SECTION I

CLAIM VALIDATION QUESTIONS

QUESTION ONE

Did you make a utility or other payment through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019?

- Yes (Proceed to Question Two)
- No (You are not eligible to submit a claim)

QUESTION TWO

Provide all of the information requested below. To receive a benefit under the Settlement, you must submit information sufficient to establish that your credit or debit card was used to make a utility or other payment through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019.

1. Provide the last four digits of the credit or debit card number of the credit or debit card used to make a utility or other payment through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019:

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2. Provide the date(s) of the payment(s) made through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019 using the credit or debit card:

Date(s) of Purchase(s)

If the credit or debit card was used to make more than three payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019, then only provide the dates of three such purchases.

3. Provide the full name of the cardholder of the credit or debit card used to make a purchase through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019, as the name appeared on the credit or debit card at the time(s) of such purchase(s) (*check box or provide cardholder name*):

Same as Above, or

Full Name of Cardholder: _____

SECTION II

SETTLEMENT BENEFIT ELECTION QUESTIONS

Please select each Tier you qualify for (you may select more than one Tier) and provide the necessary information and documentation as indicated:

TIER ONE: (Class Members submitting a claim under Tier One are eligible to purchase up to four (4) years of credit monitoring at a discounted rate)

I attest under penalty of perjury that each of the following statements are true:

1. I am the holder of the credit or debit card identified above in Section I.
2. I used one or more of my Payment Cards through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019.

TIER TWO: (Class Members submitting a claim under Tier Two are eligible for reimbursement of out-of-pocket expenses or losses. 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.)

I attest under penalty of perjury that each of the following statements are true:

1. I am the holder of the credit or debit card identified above in Section I.
2. There was a fraudulent transaction on the subject payment card that occurred on a date that was *after* the date that the card was used to make a utility or other payment through the CentralSquare Click2Gov payment portal.
3. I incurred unreimbursed out-of-pocket expenses or losses in connection with the fraudulent transaction. Each loss is an actual, documented, and unreimbursed monetary loss. Each loss was more likely than not caused by the Incident.
4. I 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.
5. The total amount of the unreimbursed out-of-pocket expenses or losses in connection with the fraudulent transaction is \$_____.
6. I have submitted documentation of the above to the Settlement Administrator with my submission of this Claim Form.

TIER THREE: (Class Members submitting a claim under Tier Three are eligible for payment of \$20/hour for up to 3 hours [\$60 maximum] for time spent addressing a fraudulent transaction)

I attest under penalty of perjury that each of the following statements are true:

1. I am the holder of the credit or debit card identified above in Section I.
2. There was a fraudulent transaction on the subject payment card that occurred on a date that was *after* the date that the card was used to make a utility or other payment through the CentralSquare Click2Gov payment portal.
3. I spent the following number of minutes or hours addressing the fraudulent transaction or monitoring my account as a result of the Incident:

_____ Hour(s)

_____ Minute(s)

4. I have submitted documentation of the above to the Settlement Administrator with my submission of this Claim Form.

ATTESTATION AND SIGNATURE

I certify under penalty of perjury under the laws of the United States that the information I am providing in this claim form is true and correct, and that I am the cardholder of the card identified in my response to Question Two, above.

Name: _____ Signature: _____

Date: _____

If you have questions, please contact the Settlement Administrator at x-xxx-xxx-xxxx or visit www.CSTSettlement.com.

EXHIBIT B

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

1. LAURA DOUGHTY, individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

1. CENTRALSQUARE TECHNOLOGIES, LLC
and

2. CITY OF NORMAN, OKLAHOMA, a
municipal corporation,

Defendants.

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

Hon. Charles B. Goodwin

[PROPOSED] FINAL ORDER

A Final Approval Hearing was held before this Court on _____, 2022 to consider, among other things, whether the Settlement Agreement and Release dated _____ (the “Settlement Agreement”) (ECF No. ____), including the exhibits attached thereto, between Settlement Class Representatives Laura Doughty and Amanda Fischer, on behalf of themselves and the Settlement Class, and Defendant CentralSquare Technologies, LLC (“CentralSquare”), represents a fair, reasonable, and adequate settlement of this case (“the Action”), as well as the amount to be paid to Class Counsel as fees and costs for prosecuting the Action, and the amount to be paid to the Settlement Class Representatives as Service Awards.

Based on the Settlement Agreement, the Settlement Class Representatives’ Motion for Final Approval of Class Action Settlement (ECF No. _____), the Settlement Class Representatives’ Motion for an Award of Attorneys’ Fees and Expenses and Service Awards for Settlement Class Representatives (ECF No. _____), the submissions of the Settlement Class Representatives and CentralSquare in support of final approval of the settlement, and good cause appearing based on the record, the Court **ORDERS, ADJUDGES AND DECREES** as follows:

1. The Court, for purposes of this Final Order adopts the defined terms as set forth in the Settlement Agreement for any term not otherwise defined herein.
2. The Court has jurisdiction over the subject matter of the Action and personal jurisdiction over the Parties and Settlement Class Members.
3. On _____, 2022, the Court entered a Preliminary Approval Order, ECF No. ____ , that certified the Settlement Class, preliminarily approved the Settlement Agreement, directed notice of the proposed settlement to the Settlement Class, and established a hearing date to consider the final approval of the Settlement Agreement, the request for Service Awards to the

Settlement Class Representatives (the “Service Awards Request”), and the motion for attorneys’ fees, costs and expenses (the “Fee Request”).

4. In the Preliminary Approval Order, the Court approved the Notice Program, the Notice, and the Claim Form, and found that the form, content and method of giving notice to the Class constitute the best practicable notice to the Class and are reasonable. A declaration confirming that the Notice has been emailed, mailed, and distributed pursuant to the Notice Program and the Preliminary Approval Order has been filed with the Court. See Declaration of _____. The Court finds that the distribution of the Notice has been achieved in accordance with the Preliminary Approval Order and the Settlement Agreement.

5. The Notice and the Notice Program provided the best notice practicable under the circumstances to the Settlement Class Members and fully satisfied the requirements of due process under the United States Constitution and Federal Rule of Civil Procedure 23. Based on the evidence and information supplied to the Court in connection with the Final Approval Hearing held on _____, 2022, the Court finds that the Notice was adequate and reasonable. The Court further finds that through the Notice, the Settlement Class has been apprised of the nature and pendency of the Action, the terms of the Settlement Agreement, as well as their rights to request exclusion, object, and/or appear at the final approval hearing.

6. The Court finds that CentralSquare has complied with the requirements of 28 U.S.C. § 1715.

7. The Court finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members, are typical of the Class, and are adequate Settlement Class Representatives, and that Class Counsel and the Settlement Class Representatives have fairly and adequately represented the Settlement Class. The Court grants final approval to its appointment of

Class Counsel and Settlement Class Representatives as provided in the Preliminary Approval Order at ¶ ____ (ECF No. ____), appointing William B. Federman of Federman & Sherwood, as Class Counsel, and appointing as Settlement Class Representatives Laura Doughty and Amanda Fischer.

8. The Court certifies the following Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3):

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.

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.

9. Excluded from the Settlement Class are those persons identified in Dkt. ____, who submitted timely and valid requests for exclusion from the Class (“Opt-Outs”). Opt-Outs shall not receive any benefits of the Settlement Agreement and shall not be bound by this Final Order and the Final Judgment.

10. The Court finds that the Settlement Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class, as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e)

questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other methods available for a fair and efficient resolution of this controversy.

11. The Court approves the settlement of the Action as set forth in the Settlement Agreement and finds that the settlement meets the requirements of Federal Rule of Civil Procedure 23(e)(2) and is in all respects fair, reasonable, adequate and is in the best interests of the Settlement Class Members.

a. The Court finds that the Class Representatives and Class Counsel have adequately represented the class.

b. The Court further finds that the Settlement Agreement was the product of an arm's-length negotiation conducted in good faith by the Parties and their experienced counsel, with the assistance of an experienced mediator.

c. The Court finds that the relief provided to the class is adequate taking into account: the costs, risks, and delay of trial and appeal; the effectiveness of the proposed method of distributing relief to the class; the terms of the proposed attorneys' fees; and the agreement(s) made separate from but related to the Settlement Agreement.

d. The Court finds the Settlement Agreement treats Settlement Class Members equitably to each other, in that every Settlement Class Member has equal opportunity to claim relief under one of the three Settlement Tiers, and all Settlement Class Members as well as the general public will be benefitted by Defendant's changes to its business practices.

12. The Court finds that the Parties face significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation, in this Court or on appeal, of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

13. The Court has reviewed all objections to the Settlement Agreement, the Fee Request, or the Service Awards Request filed with the Court or submitted by Class Counsel with the Motion for Final Approval. These objections are hereby found to be without merit and are overruled.

14. The Court directs the Parties to perform in accordance with the terms of the Settlement Agreement and the Orders of this Court.

15. The Court approves the Settlement Administration Protocol attached as Exhibit F to the Settlement Agreement and orders the Settlement Administrator to distribute the settlement benefits to Settlement Class Members in accordance with the terms of the Settlement Agreement and Settlement Administration Protocol.

16. 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").

17. 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 Settlement Agreement was executed.

18. 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 Action.

19. 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.

20. 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.

21. This Final Order and the Final Judgment shall not be: (a) used as an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) used as an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

22. The Settlement Agreement shall not constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Settlement Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Settlement Agreement may not be used by any third party against any Party. Per Federal Rule of Evidence 408, the entering into and carrying out of the Settlement Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties, and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever.

23. Notwithstanding the foregoing, nothing in this Final Order or the Final Judgment shall be interpreted to prohibit the use of the Final Judgment in a proceeding to consummate or enforce the Settlement Agreement or Final Judgment, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

24. Class Counsel have moved for an award for attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 54(d) of the Federal Rules of Civil Procedure, and having reviewed the Fee Request, supporting memorandum and associated papers and having considered

the factors for assessing the reasonableness of a class action fee request, the Court makes the following findings of fact and conclusions of law:

a. The Settlement confers monetary and non-monetary benefits on the Settlement Class that are substantial when assessed in light of the risk of establishing liability and damages in this case;

b. There were ___ objections by Settlement Class Members to the requested fee award, and such objections are overruled for the reasons explained at the Final Approval Hearing;

c. Class Counsel have reasonably expended over ____ hours and incurred substantial out-of-pocket expenses in prosecuting this action, with no guarantee of recovery;

d. The Settlement was achieved for the benefit of the Settlement Class as a direct result of Class Counsel's advocacy and work on behalf of the Settlement Class;

e. The Settlement was reached following negotiations held in good faith, in the absence of collusion and under the supervision of a highly skilled mediator Rodney Max;

f. Settlement Class Members were advised in the Notice, which Notice was approved by this Court, that Class Counsel intended to move for an award of attorneys' fees, costs and expenses in an amount up to \$900,000 to be paid by CentralSquare;

g. Class Counsel has moved for an award of attorneys' fees, costs and expenses in the amount of \$_____, which motion has been on the docket and publicly available since _____;

h. The award requested by class counsel represents ___% of the total estimated settlement value, which is reasonable and well within the range of attorneys' fees granted in similar cases; and

i. Under the Settlement Agreement, the finality of the settlement is not dependent upon an award of attorneys' fees and expenses.

25. Accordingly, Class Counsel are hereby awarded attorneys' fees, costs and expenses in the amount of \$_____. The Court finds this award to be fair and reasonable. The awarded fees and expenses shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

26. Class Counsel have also requested that Service Awards be approved and paid to Settlement Class Representatives in recognition of their services provided for the benefit of the Settlement Class. The Court, having reviewed the Service Awards Request, as well as the supporting memorandum and associated papers, hereby finds that an award of \$_____ to Laura Doughty and an award of \$_____ to Amanda Fischer, the two Settlement Class Representatives is fair, reasonable, and appropriate in light of the service each Class Representative has provided on behalf of and for the benefit of the Settlement Class, and an award in that amount is hereby approved. The Settlement Administrator is directed to make such service award payments to the Settlement Class Representatives in accordance with the terms of the Settlement Agreement, this Final Order, and the Final Judgment.

27. The Court hereby dismisses the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Order and the Final Judgment.

IT IS SO ORDERED.

Date: _____

Hon. Charles B. Goodwin
United States District Judge

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

1. LAURA DOUGHTY, individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

1. CENTRALSQUARE TECHNOLOGIES, LLC
and

2. CITY OF NORMAN, OKLAHOMA, a
municipal corporation,

Defendants.

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

Hon. Charles B. Goodwin

[PROPOSED] FINAL JUDGMENT

1. The Court, for purposes of this Final Judgment adopts the defined terms as set forth in the Settlement Agreement and Release dated _____ (the “Settlement Agreement”) (ECF No. _____).

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement and by this Judgment. Excluded Persons identified in Dkt. _____, who submitted timely and valid requests for exclusion from the Class (“Opt-Outs”) are no longer parties to this Action, are not members of the Settlement Class, and are not bound by the Settlement or by this Judgment.

3. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, without costs to any party except as provided in the Final Approval Order.

4. 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 parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, 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 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").

5. For the reasons set forth in the Final Order, Class Counsel are awarded attorneys' fees, costs and expenses in the amount of \$_____, and each of the Settlement Class Representatives is awarded \$_____ as a Service Award.

6. At any time after entry of this Final Judgment, the Settlement Agreement may, with approval of the Court, be modified by written agreement of CentralSquare's counsel and Class Counsel in their discretion without giving any additional notice to the Settlement Class, provided that such modifications do not limit the rights of the Settlement Class Members under the Settlement Agreement.

7. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Judgment shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement Agreement. In such an event, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

8. Without affecting the finality of this Final Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and

implementation of the Settlement Agreement for all purposes, including enforcement of any of its terms at the request of any Party and resolution of any disputes that may arise relating in any way to, or arising from, the implementation of the Settlement Agreement or the implementation of this Final Judgment.

9. This Final Judgment shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

10. Pursuant to Federal Rule of Civil Procedure 54(b), the Court determines that there is no just reason for delay and expressly DIRECTS that this Final Judgment be, and hereby is, entered as a final and appealable order.

Date: _____

Hon. Charles B. Goodwin
United States District Judge

EXHIBIT C

NOTICE OF CLASS ACTION SETTLEMENT

If your credit or debit card was used to make a purchase through the CentralSquare Click2Gov payment portal between January 1, 2017 to December 31, 2019, you may be entitled to receive benefits from, and your rights may be affected by, a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class action lawsuit (the “Action”) involving CentralSquare Technologies, LLC (“CentralSquare”). The Settlement resolves litigation over 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’ who used Payment Cards through this portal to pay for their utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019 (the “Incident”).
- The Parties now agree to settle the Action in its entirety, without any admission of liability by CentralSquare, pursuant to the terms of a written Settlement Agreement.
- The 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.
- If you are a Settlement Class Member, your rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you submit a Claim Form, you will give up the right to sue CentralSquare in a separate lawsuit about the claims this Settlement resolves. The deadline to submit a Claim Form is [DATE] .
ASK TO BE EXCLUDED (OPT-OUT)	If you decide to exclude yourself, you will keep the right to sue CentralSquare in your own separate lawsuit about the claims this Settlement resolves, but you give up the right to receive the benefits this Settlement provides. The deadline to request exclusion from the Settlement is [DATE] .
OBJECT TO THE SETTLEMENT	If you do not exclude yourself from the Settlement, you may object to it by following the procedures below and submitting your specific objection in writing. The deadline to object to the Settlement is [DATE] .
DO NOTHING	If you are a member of the Settlement Class, you are automatically part of the Settlement. If you do nothing, you may not receive the benefits that this Settlement provides

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VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com**

	and you will give up the right to sue CentralSquare in a separate lawsuit about the claims this Settlement resolves.
--	--

1. Why is there a Notice?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of the Action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible to receive them.

Judge Charles B. Goodwin of the United States District Court for the Western District of Oklahoma is overseeing the Action. The Action is known as *Doughty, et al. v. CentralSquare Technologies, LLC et al.*, Case No. 5:20-cv-00500-G (W.D. Okla.).

2. What is the lawsuit about?

In October 2017, CentralSquare announced that it experienced a cybersecurity intrusion that caused the potential compromise of the Payment Card (debit card or credit card) information of certain municipalities' customers who made payments to pay utility bills and/or other payments through the CentralSquare Click2Gov payment portal beginning January 1, 2017.

The Action was filed after CentralSquare's announcement of the Incident. In the Action, Plaintiffs allege negligence, breach of implied contract, breach of contract, unjust enrichment, and declaratory relief. CentralSquare denies Plaintiffs' claims and denies liability. The Parties now agree to settle the Action in its entirety, without any admission of liability by CentralSquare. The Parties intend this Settlement Agreement to bind Settlement Class Representatives, CentralSquare, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement.

3. What is a class action?

In a class action, one or more people called Plaintiffs or Class Representatives (in this case, Laura Doughty and Amanda Fischer) sue on behalf of other people who Class Representatives allege have similar claims. The people included in a settled class action are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who timely exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or CentralSquare, and there is no admission of fault or liability. Instead, both sides agreed to this Settlement, in order to avoid the cost and burden of further litigation and so Settlement Class Members can receive benefits. The Class Representatives

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VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in the Action.

5. How do I know whether I am part of the Settlement?

You are part of the Settlement Class if you are a United States resident whose credit card or debit card was used to make payments to pay utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019.

Excluded from the Settlement Class are any judges presiding over this matter, any members of judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class.

The Settlement Administrator has created a website where you can enter the last four digits and name associated with a Payment Card that you believe was used to make payments to pay utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019 and provide documentation related to any claim of loss or fraudulent transaction on the Payment Card. If you choose to enter this information, the Settlement Administrator will determine whether the information you submitted is consistent with a Payment Card used through the CentralSquare Click2Gov payment portal at a time from January 1, 2017 and December 31, 2019 and the amount of any payment if the Settlement is approved.

6. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are included in the Settlement Class, you can call toll-free x-xxx-xxx-xxxx, visit the Settlement Website: www.CSTSettlement.com, or send an email to the Settlement Administrator at info@cstsettlement.com.

7. What are the Settlement benefits?

There are two distinct benefits provided by the Settlement Agreement: (a) payments; and (b) business practice changes.

a. Payments

All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, may select each Tier for which they qualify, Tier 1, Tier 2, and/or Tier 3:

Tier 1: Settlement Class Members who attest that they used one or more of their Payment Cards through 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.

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VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

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.

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.

b. Business Practice Changes

In addition to the Settlement benefits described above, CentralSquare has taken numerous measures to further enhance its data security practices, including the measures set out below. These measures remain in effect as of the date of the Settlement Agreement, for at least three years following execution of the Settlement Agreement:

- i. CentralSquare will require that all Click2Gov payment programs comply with PCI DSS Standards.
- ii. 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.

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

- iii. 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 business days, to the CISO and CentralSquare's General Counsel; CentralSquare's General Counsel will provide the Board with a quarterly report of any such reports.
- iv. The CISO will report to 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.
- v. 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.
- vi. 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.
- vii. CentralSquare will engage an independent consultant to conduct an annual Systems and Organizations Controls 2 assessment.
- viii. 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.
- ix. 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.
- x. CentralSquare will encrypt all payment card data at the time that such data is input.
- xi. CentralSquare will require multi-factor authentication for any access to its systems by employees or third-party vendors.
- xii. CentralSquare will use a Security Incident and Event Management System (or other appropriate tool) and will be monitored 24/7 by a qualified third party.

The business practices described above recites only certain significant business practice changes that CentralSquare has implemented, or will implement, following the Incident and the filing of the Action. 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.

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

8. How do I get benefits and what is the Claim Period?

In order to receive monetary benefits under this Settlement, Settlement Class Members should submit a Claim Form to the Settlement Administrator. The deadline for submitting Claim Forms is [DATE] if submitted online via the Settlement Website www.CSTSettlement.com, or must be postmarked by [DATE] if submitted by U.S mail to the Settlement Administrator at:

Doughty v CentralSquare
PO Box xxxx
City, State 12345-1234

Claim Forms can also be downloaded from www.CSTSettlement.com, by calling toll-free x-xxx-xxx-xxxx, emailing the Settlement Administrator at info@cstsettlement.com, or by mailing a request to the Settlement Administrator at the address set forth above.

To receive a payment, you must submit a timely Claim Form with information sufficient to establish that your credit or debit card was used to make payments to pay utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019, provide the required documentation, and comply with the instructions set forth in the Claim Form.

9. What rights am I giving up to receive benefits and stay in the Settlement Class?

Unless you timely exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will not be able to sue CentralSquare regarding the legal claims that were litigated in this case, but you will be able to submit a Claim Form to receive benefits from this Settlement. The specific rights you are giving up are called Released Claims.

10. What are the Released Claims?

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

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

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").

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 Settlement Agreement was executed.

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 Action.

The Settlement Agreement, available at www.CSTSettlement.com contains additional information about the Released Claims.

11. How do I exclude myself from the Settlement?

Settlement Class Members have the right to request exclusion from (*i.e.*, opt out of) the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked by **[DATE]**. Requests for Exclusion must be mailed to:

Doughty v CentralSquare
PO Box xxxx
City, State 12345-1234

Requests for Exclusion must: (a) Include the individual's name and address; (b) Contain a statement that he/she wants to be excluded from the Action; and (c) Must be signed personally by the Settlement Class Member who is requesting exclusion.

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

No request for Exclusion will be valid unless it complies with these requirements. If a timely and valid request for exclusion is made by a Settlement Class Member, then that person will no longer be a member of the Settlement Class and shall not be affected by or bound by the Settlement, and shall receive no benefits from the Settlement.

12. How do I object to the Settlement?

Settlement Class Members have the right to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees, Costs, 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 for United States District Court for the Western District of Oklahoma, or by filing the written objection in person at any location of the United States District Court for the Western District of Oklahoma; (ii) be filed or postmarked on or before **[DATE]**; and (iii) be mailed first class postage prepaid to Class Counsel and CentralSquare's counsel and postmarked by no later than **[DATE]**.

For an objection to be considered by the Court, the objection must also set forth:

- (a) The case name and number of the Action;
- (b) The objector's full name, address, email 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 of 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 Final Approval Hearing;
- (g) Any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between the objector and the objector's counsel and any other person or entity;
- (h) A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- (i) A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (j) The objector's signature on the written objection (an attorney's signature is not sufficient).

COURT	CLASS COUNSEL	CENTRALSQUARE'S COUNSEL
Clerk for Judge Charles B. Goodwin	William B. Federman Federman & Sherwood	Jeffrey Gans

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

United States Courthouse 200 N.W. 4th St. Oklahoma City, OK 73102 Rm 3108	c/o CS Settlement Administrator [address]	Pillsbury Winthrop Shaw Pittman LLP 1200 Seventeenth Street NW Washington, DC 20036 David M. Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005
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13. Who are the attorneys appointed to represent the Settlement Class?

The Court has appointed the following lawyer to represent you and the other Settlement Class Members:

William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120 405-235-1560
--

You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel (set forth in the preceding section) 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.

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 Action and commitment on behalf of the Settlement Class. The application for the Service Awards will be filed at least fourteen days prior to the Objection Deadline. Any payment made by CentralSquare for Service Awards will be made from the Settlement Fund.

15. When will the Court decide final approval of the Settlement?

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
 VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

The Court will hold a hearing at [TIME] on [DATE], at the United States District Court for the Western District of Oklahoma, located at 200 N.W. 4th St., Court Room ____ Oklahoma City, OK, 73102 to decide whether to grant final approval of the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel's application for an award of attorneys' fees and expenses, and the proposed service awards. Settlement Class Members are welcome to attend the Final Approval Hearing but it is not necessary for them to attend to receive their benefits under the Settlement. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

16. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement, which is available at www.CSTSettlement.com. You may can also call toll-free x-xxx-xxx-xxxx, or write to the Settlement Administrator by mail or email:

Doughty v CentralSquare
PO Box xxxx
City, State 12345-1234

QUESTIONS? CALL x-xxx-xxx-xxxx TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

EXHIBIT D

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

1. LAURA DOUGHTY, individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

1. CENTRALSQUARE TECHNOLOGIES, LLC
and

2. CITY OF NORMAN, OKLAHOMA, a
municipal corporation,

Defendants.

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

Hon. Charles B. Goodwin

**[PROPOSED] ORDER CERTIFYING A SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT, AND DIRECTING NOTICE TO THE
SETTLEMENT CLASS**

This matter came before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class.

Plaintiffs filed their First Amended Class Action Complaint (ECF No. 101) on January 26, 2020 ("Complaint"). In their Complaint, Plaintiffs allege various claims against Defendant CentralSquare Technologies, LLC ("CentralSquare") arising out of a cyberattack on the CentralSquare Click2Gov payment portal website that caused potential compromise of payment card information of certain of CentralSquare's customers that CentralSquare announced in October 2017, including claims alleging negligence, breach of implied contract, breach of contract, unjust enrichment, and declaratory relief.

Plaintiffs and CentralSquare have entered into a Settlement Agreement and Release dated March 27, 2022 (the "Settlement Agreement") following good faith, arm's-length negotiations and mediation overseen by Rodney Max, in which the Parties have agreed to settle this case (the "Action") subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement Agreement which, if approved, will result in dismissal of the Action with prejudice.

The Court, having reviewed the Settlement Agreement, including the exhibits attached thereto, and good cause appearing based on the record,

IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

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.

Excluded from the Settlement Class are the judge(s) presiding over this matter, any members of the judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class.

(Settlement Agreement, ¶ 37.)

The Action is provisionally certified as a class action for settlement purposes only, in accordance with Federal Rule of Civil Procedure 23(b)(3) and (e). The Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts as the claims of the Settlement Class members; (d) the Settlement Class Representatives and Settlement Class counsel will fairly and adequately protect the interests of the Settlement Class, as the Settlement Class Representatives have no interests antagonistic to or in conflict with those of the Settlement Class, and the Settlement Class Representatives have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy. In accordance with Federal Rule of Civil Procedure 23(e)(1)(B), the Court finds that it will likely be able to certify the Settlement Class for purposes of judgment at the Final Approval Hearing.

2. **Settlement Class Representatives and Settlement Class Counsel.**

Plaintiffs Laura Doughty and Amanda Fischer are designated and appointed as Settlement Class Representatives. The Court finds that the Settlement Class Representatives are similarly situated to absent Class Members, are typical of the Class, and that they will be adequate Settlement Class Representatives.

The Court finds that the following counsel is experienced and adequate counsel and are hereby designated as Settlement Class Counsel pursuant to Fed. R. Civ. P. 23(g): William B. Federman of Federman & Sherwood.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds that the proposed Settlement within the range of possible approval is fair, reasonable and adequate, and thus warrants providing notice of the Settlement to the Settlement Class. Accordingly, the Settlement is preliminarily approved. In accordance with Federal Rule of Civil Procedure 23(e)(1), the Court finds that it will likely be able to approve the Settlement at the Final Approval Hearing.

4. **Jurisdiction.** The Court has subject matter jurisdiction under 28 U.S. C. § 1332(d)(2), and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District under 28 U.S.C. § 1391.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on (date) _____, at (time) _____ a.m., in Courtroom _____, at (address) _____, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes under Fed. R. Civ. P. 23(b)(3) and (e); (b) the Settlement should be finally approved as fair, reasonable, and adequate, and finally approved under Fed. R. Civ. P. 23(e); (c) the Action should be dismissed with prejudice in accordance with the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved under Fed. R. Civ. P. 23(h); and (f) the application of Settlement Class Representatives for Service Awards (the "Service Awards Request") should be approved.

Plaintiffs' motion for final approval of the Settlement, Service Awards Request, and Fee Request shall be filed with the Court at least 14 days prior to the deadline for submission of objections specified in the Notice. By no later than 7 days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Awards Request and Fee Request.

6. **Administration.** The Court appoints KCC Class Action Services, LLC ("KCC") as the Settlement Administrator, with responsibility for class notice and claims administration.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, the Claim Form, Long Form Notice, Summary Notice, and Declaration of Settlement Administrator attached to the Settlement Agreement as Exhibits A, C, E, and G satisfy the requirements of Fed. R. Civ. P. 23(c)(2)(B) and (e)(1) and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement, including but not limited to section VII thereof.

No later than 30 days after this Preliminary Approval Order is issued by the Court (the "Notice Deadline"), the Settlement Administrator shall complete the Notice Program in the manner set forth in sections VII of the Settlement Agreement and in the Declaration of Settlement Administrator attached as Exhibit G thereto.

Within 7 days after the Notice Deadline, the Settlement Administrator shall provide Settlement Class Counsel and CentralSquare with one or more affidavits confirming that the Notice Program was completed in accordance with the Settlement Agreement, the Parties' instructions, and the Court's approval. Settlement 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.

8. **Findings Concerning Notice.** The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. **Class Action Fairness Act Notice.** Within 10 days after the filing of the motion for preliminary approval, CentralSquare shall serve or cause to be served 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).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of such intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than 45 days after the Notice Deadline (the "Opt-

Out Deadline”). 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 completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than 10 days prior to the Final Approval Hearing.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders and judgments in this matter, including but not limited to the Release set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Awards Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) electronically filed with the Court within 45 days after the Notice Deadline (the “Objection Deadline”); (b) filed in person at any location of the U.S.

District Court for the Western District of Oklahoma before the Objection Deadline; or (c) mailed to the Clerk for U.S. District Court for the Western District of Oklahoma. All such objections must be: (ii) be filed or postmarked on or before the Objection Deadline; and (iii) 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;
- b. the objector's full name, address, email 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 Final Approval Hearing;
- g. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- h. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;

- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature on the written objection (an attorney's signature is not sufficient).

Any Settlement Class Member filing an objection may be required to sit for a deposition regarding matters concerning the objection. Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Awards Request, or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in the Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Awards Request, or the Fee Request.

12. **Claims Process and Settlement Administration Protocol.** Settlement Class Representatives and CentralSquare have created a process for assessing and determining the validity of claims and a payment methodology to Settlement Class Members who submit a

timely, valid claim form. The Court preliminarily approves the Settlement Administration Protocol substantially in the form attached to the Settlement Agreement as Exhibit F, and directs that the Settlement Administrator effectuate the Settlement Administration Protocol according to the terms of the Settlement Agreement.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form 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 in the Settlement Agreement, contained herein, and the Final Judgment.

13. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with Section XII of the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. **Use of Order.** This Order shall be of no force or effect if Final Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against CentralSquare of any fault, wrongdoing, breach, or

liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

15. **Stay of Proceedings.** Except as necessary to effectuate this Order, this Action and all deadlines set by the Court or by rule in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment, or until further Order of this Court.

16. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Fairness Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

17. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Deadline: 30 calendar days after the issuance of this Preliminary Approval Order

Motion for Final Approval: 14 calendar days prior to the Objection Deadline

Motion for Service Awards, Attorneys' Fees and Costs: 14 calendar days prior to the Objection Deadline

Opt-Out and Objection Deadlines: 45 calendar days after the Notice Deadline

Replies in Support of Final Approval, Service Awards and Fee Requests: 7 calendar days prior to the Final Approval Hearing

Claims Deadline: 90 days after the Notice Deadline

Final Approval Hearing: _____, 2022

IT IS SO ORDERED.

Date: _____

Hon. Charles B. Goodwin
United States District Judge

EXHIBIT E

NOTICE ID:	CS123456
CONFIRMATION CODE:	12345678

LEGAL NOTICE

If Your Credit Or Debit 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, You May Be Entitled To Receive Benefits From, And Your Rights May Be Affected By, A Class Action Settlement.

To File a Claim, click [here](#).

Read this notice carefully, as it affects your rights.

For more information, visit www.CSTSettlement.com or call 1-xxx-xxx-xxxx

A proposed Settlement has been reached in a class action lawsuit (the “Action”) involving CentralSquare Technologies, LLC (“CentralSquare”). The Settlement resolves litigation over a cybersecurity incident that potentially compromised Payment Card information of certain municipalities’ customers who paid utility bills and/or other payments through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019 (the “Incident”). The Parties have agreed to settle the Action in its entirety, without any admission of liability by CentralSquare, pursuant to the terms of a written Settlement Agreement. The Action is known as *Doughty, et al. v. CentralSquare Technologies, LLC, et al.*, Case No. 5:20-cv-00500-G (W.D. Okla.).

Who’s included in the Settlement Class? The proposed Settlement Class includes all United States residents 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.

Who’s excluded from the Settlement Class? Any judges presiding over this matter, any members of judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class.

What benefits does the Settlement provide? There are two distinct benefits provided by the Settlement Agreement: (a) payments and (b) business practice changes.

Payments:

All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, may select each Tier for which they qualify, Tier 1, Tier 2, and/or Tier 3:

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 years of credit monitoring at a discounted rate.

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.

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.

Business Practice Changes

In addition to the Settlement benefits described above, CentralSquare has taken numerous measures to further enhance the security of its municipalities’ customers’ data.

How do I receive Settlement benefits? In order to receive monetary benefits under this Settlement, Settlement Class Members should complete and submit a Claim Form to the Settlement Administrator. To submit a Claim Form online, please **Click Here**. The deadline for submitting Claim Forms is [DATE] if submitted online, or it must be postmarked by [DATE] if submitted by U.S mail to the Settlement Administrator at:

Doughty v CentralSquare
PO Box xxxx
City, State 12345-1234

Claim Forms can also be downloaded by **Clicking Here**, by calling toll-free 1-xxx-xxx-xxxx, emailing the Settlement Administrator at info@cstsettlement.com, or by mailing a request to the Settlement Administrator.

Who represents me? The Court appointed the law firm of Federman & Sherwood as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Your options. If you are included in the Settlement Class and do not submit a Claim Form, your rights will be affected and you may not receive any benefits from this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement by **[DATE]**, by following the instructions in the detailed Long Form Notice available by **Clicking Here** or you won't be able to sue, or continue to sue, CentralSquare about the legal claims in the Action. If you do not exclude yourself from the Settlement, you may object to it by **[DATE]**, by following the instructions in the detailed Long Form Notice available by **Clicking Here**. The Settlement Agreement and other documents relevant to this case are available at the Settlement Website, www.CSTSettlement.com.

The Final Approval Hearing. The Court will hold a hearing on **[DATE]**, at **[TIME]** to consider whether to approve the Settlement, award Class Counsel Attorneys' Fees and Expenses up to \$900,000, and award one Class Representative up to \$1,000 and the other Class Representative up to \$2,500 for their service. Please check www.CSTSettlement.com for updates as the Court may continue the date of the hearing.

Want More Information? Call toll-free 1-xxx-xxx-xxxx, visit www.CSTSettlement.com, or write to Doughty v CentralSquare, PO Box xxxx City, State 12345-1234.

PLEASE DO NOT CONTACT THE COURT.

**Call Toll-Free 1-xxx-xxx-xxxx
www.CSTSettlement.com**

A proposed Settlement has been reached in a class action lawsuit (the "Action") involving CentralSquare Technologies, LLC ("CentralSquare"). The Settlement resolves litigation over 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 the municipalities' customers who used Payment Cards through this portal to pay for their utility or other bills (the "Incident"). The Parties have agreed to settle the Action in its entirety, without any admission of liability by CentralSquare, pursuant to the terms of a written Settlement Agreement. The Action is known as *Doughty, et al. v. CentralSquare Technologies, LLC, et al.*, Case No. 5:20-cv-00500-G (W.D. Okla.).

Who's included in the Settlement Class? The proposed Settlement Class includes all United States residents 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.

Who's excluded from the Settlement Class? Any judges presiding over this matter, any members of judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class.

What benefits does the Settlement provide? All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, may select each Tier for which they qualify, Tier 1, Tier 2, and/or Tier 3:

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 years of credit monitoring at a discounted rate.

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.

Tier 3: (\$20 per hour for up to three 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.

How do I receive Settlement benefits? In order to receive benefits under this Settlement, Settlement Class Members should complete and submit a Claim Form to the Settlement Administrator. To submit a Claim Form online, please [Click Here](#). The deadline for submitting Claim Forms is [DATE] if submitted online, or it must be postmarked by [DATE] if submitted by U.S. mail to the Settlement Administrator at Doughty v CentralSquare, PO Box xxxx, City, State 12345-1234. Claim Forms can also be downloaded by [Clicking Here](#), by calling toll-free 1-xxx-xxx-xxxx, emailing the Settlement Administrator at info@cstsettlement.com or by mailing a request to the Settlement Administrator.

Who represents me? The Court appointed the law firm of Federman & Sherwood as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Your options. If you are included in the Settlement Class and do not submit a Claim Form, your rights will be affected and you may not receive any benefits from this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement by [DATE], by following the instructions in the detailed Long Form Notice available by [Clicking Here](#) or you won't be able to sue, or continue to sue, CentralSquare about the legal claims in the Action. If you do not exclude yourself from the Settlement, you may object to it by [DATE], by following the instructions in the detailed Long Form Notice available by [Clicking Here](#). The Settlement Agreement and other documents relevant to this case are available at the Settlement Website, www.CSTSettlement.com.

The Final Approval Hearing. The Court will hold a hearing on [DATE], at [TIME] to consider whether to approve the Settlement, award Class Counsel Attorneys' Fees and Expenses up to \$900,000, and award one Class Representative up to \$1,000 and the other Class Representative up to \$2,500 for their service.

Doughty v CentralSquare
PO Box xxxx
City, State 12345-1234
1-xxx-xxx-xxxx

LEGAL NOTICE

If Your Credit Or Debit 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, You May Be Entitled To Receive Benefits From, And Your Rights May Be Affected By, A Class Action Settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

For more information on the proposed settlement, how to file a claim or an objection, or how to exclude yourself, visit **www.CSTSettlement.com**, or contact the Claims Administrator

Do not contact the Court, CentralSquare, or CentralSquare's counsel about this notice or for information about the settlement

NOTICE ID: CS123456
CONFIRMATION CODE: 12345678

[BAR CODE CLAIM NUMBER]
[NAME]
[STREET]
[CITY STATE ZIP]
[POSTAL BAR CODE]

EXHIBIT F

Settlement Administration Protocol

This Settlement Administration Protocol (the “Protocol”) is a part of the Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) and shall be used by the Settlement Administrator to review, address, implement, and process those Claim Forms submitted pursuant to the Settlement Agreement, and otherwise to implement the terms of the Claims process and Notice procedure in the Settlement Agreement. All capitalized terms used in this Protocol shall have the same meaning given to them in the Settlement Agreement. To the extent there is any conflict between the Settlement Agreement and this Protocol, the Settlement Agreement shall govern.

1. Settlement Administrator’s General Responsibilities and Duties

(a) The Settlement Administrator must consent, in writing, to serve and shall abide by the obligations of the Settlement Agreement, this Protocol, and the Orders issued by the Court.

(b) The Settlement Administrator shall be reimbursed pursuant to the terms and conditions of the Settlement Agreement and any agreement (i) that the parties jointly enter into with the Settlement Administrator with respect to its services pertaining to this Settlement or (ii) that CentralSquare enters into with respect to its services pertaining to this Settlement. Under no circumstances will the Plaintiffs, Plaintiffs’ attorneys, and/or Class Counsel be obligated to pay any Settlement Administration Charge. In the event of any conflict between the terms and conditions of any such agreement and the terms and conditions of the Settlement Agreement, this Protocol, or any order of the Court, the terms and conditions of the Settlement Agreement, this Protocol, or any order of the Court shall control.

(c) The Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer the Notice or Claims processes set forth in the Settlement Agreement.

(d) The Settlement Administrator shall perform other functions reasonably related to administration of the Settlement at the agreed-upon written instructions of both Class Counsel and Defense Counsel.

(e) Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with one or more affidavits that attest to the implementation of the Notice Program in accordance with the Preliminary Approval Order. 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.

(f) The Settlement Administrator shall keep a clear and careful record of all communications with potential Settlement Class Members, all Claim Forms, all expenses, and all tasks performed in administering the Claims process.

(g) The Settlement Administrator shall provide weekly reports to Class Counsel and Defense Counsel that summarize the number of Claims and written notifications of exclusion received that week, the total number of claims and written notifications of exclusion

received to date, the number of any Claims approved and denied that week, the total number of Claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defense Counsel. No later than ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete exclusion list together with copies of the exclusion requests.

(h) The Settlement Administrator shall take all reasonable efforts to administer the Notice and Claims process efficiently and to avoid unnecessary fees and expenses. As soon as work commences, the Settlement Administrator shall provide a detailed written accounting of all fees and expenses on a regular basis to Class Counsel and Defense Counsel, and shall respond promptly to inquiries by Class Counsel and Defense Counsel concerning the Settlement Administration Charges.

(i) The Parties are entitled to observe and monitor the performance of the Settlement Administrator to ensure compliance with the Settlement Agreement and this Protocol. The Settlement Administrator shall promptly provide a complete response and/or any and all materials in its possession following an inquiry and request for such information made by CentralSquare, Defense Counsel, or Class Counsel.

2. Settlement Administrator's Duties Regarding Settlement Class Notice

(a) As directed by Defense Counsel, within ten (10) days of the filing of the motion for preliminary approval, the Settlement Administrator shall serve a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Class Action Fairness Act ("CAFA").

(b) No later than five (5) days after entry of the Preliminary Approval Order, the Settlement Administrator shall obtain from CentralSquare the Class Member Information for the purpose of sending e-mail Notice and mail Notice.

(c) 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 30 days later.

(d) In the event that an e-mail address for a Settlement Class Member cannot be ascertained by CentralSquare, or the Settlement Administrator learns that the e-mail address in CentralSquare's records is invalid or undeliverable, the Settlement Administrator shall send the Summary Notice via U.S. Mail to all Settlement Class Members for whom a mailing address is included in the Class Member Information.

(e) For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Summary Notice to the updated addresses 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

updated addresses are identified. The Settlement Administrator shall only make one attempt to re-mail any Summary Notices that are returned as undeliverable.

(f) The Settlement Administrator shall establish and maintain the Settlement Website, and, on or before the Notice Date, publish the Long Form Notice on the Settlement Website.

(g) The Settlement Administrator shall establish and maintain an interactive voice response toll-free telephone line for individuals to call with Settlement-related inquiries in order to answer such questions. The telephone line shall provide access to a live operator during normal business hours (9:00-5:00 pm). Individuals can also request a mailed copy of the Long Form Notice and/or the Claim Form, pursuant to the terms and conditions of the Settlement Agreement.

(h) The Settlement Administrator shall establish and maintain a post office box for mailed written notifications of exclusion from the Settlement Class.

(i) The Settlement Administrator shall reasonably respond to any mailed inquiries.

(j) The Settlement Administrator shall process all written notifications of exclusion from the Settlement Class.

3. Locating, Obtaining, and Submitting Claim Forms

(a) As soon as practicable following Preliminary Approval, but prior to the Notice date, the Settlement Administrator shall maintain and update an Internet website, www.CSTSettlement.com (the "Settlement Website"), that shall be easily accessible through commonly used Internet Service Providers for the download and submission of Claim Forms. The website will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines, and related information, through and including periodic updates. The Long Form Notice, Claim Form, Settlement Agreement and its exhibits, the Class Action Complaint, and any Motion for Preliminary Approval of the Settlement, for Final Approval of the Settlement, and for Award of Attorneys' Fees, Costs, and Expenses and Incentive Awards (including supporting declarations and exhibits), and any other documents that Class Counsel and Defense Counsel mutually agree to post or that the Court orders posted, shall be available on the Internet website via a hyperlink. The Settlement Website shall be designed to permit Settlement Class Members to readily and easily submit the Claim Form and obtain information about their rights and options under the Settlement Agreement. The Settlement Administrator shall keep the Settlement Website operational until at least thirty (30) days after the Claims Deadline. The Settlement Administrator shall be solely responsible for receiving and processing the Claim Forms and for promptly delivering blank Claim Forms to the individuals who request them.

(b) The Claim Form, which shall be substantially similar to the form attached as Exhibit A to the Settlement Agreement, shall be available as part of the Notice on the Settlement Website at www.CSTSettlement.com, and also through contacting by telephone or by mail or other similar service the Settlement Administrator and requesting that a copy of the

Claim Form be sent. The Claim Form on the Settlement Website and the hard copy Claim Form shall be consistent in all substantive respects.

(c) Claims may be submitted by completing the Claim Form in hard copy and sending them by mail or other similar delivery service or online through a web-based Claim Form at the Settlement Website, www.CSTSettlement.com.

4. Claim Form Review and Processing

(a) The Settlement Administrator shall obtain from CentralSquare or Class Counsel information necessary to carry out the procedure described in the Settlement Agreement and this Settlement Administration Protocol to determine whether or not submitted claims are valid.

(b) For a Claim Form to be complete, a Claimant must answer two questions, select a payment Tier or Tiers, and provide one certification:

- (i) Question One: A claimant must state whether his or her credit or debit card was used to make a utility or other payment through the CentralSquare Click2Gov payment portal between January 1, 2017 and December 31, 2019.
- (ii) Question Two: Claimants who answer Question One in the affirmative must provide an additional set of information: (i) the last four digits of the payment card, (ii) the date(s) the card was used to make a purchase on the website, and (iii) the full name associated with the payment card as of the date of the purchase(s).
- (iii) Payment Tiers: Claimants must check the box of applicable tier(s), and provide the requested information and/or documentation if applicable for the selected Tier(s).
- (iv) Verification: A claimant must certify under penalty of perjury that the information provided in the claim form is true and correct, and that the claimant is the cardholder of the card identified in the claimant's response to Question Two, described above.

(c) For a Claim Form to be valid, all of the following conditions must be true:

- (i) The Claimant has answered Question One in the affirmative.
- (ii) The information provided by the Claimant in response to Question Two matches the information provided by CentralSquare regarding payment cards used to make a purchase through the CentralSquare Click2Gov payment portal from January 1, 2017 and December 31, 2019.

- (iii) The Claimant has selected a payment Tier or Tiers, and provide the requested information and/or documentation, if applicable, for the selected Tier(s).
- (iv) The claimant has signed and dated the verification set forth in the Claim Form.

(d) Where a submitted Claim Form is incomplete or unclear, the Settlement Administrator may reach out to Settlement Class Members for clarification on Claim Forms and/or to request additional or missing information.

(e) Where a good faith basis exists, the Settlement Administrator shall reject a Claim Form for, among other reasons, the following:

- (i) The submitted Claim Form is not fully completed and signed;
- (ii) The submitted Claim Form is illegible;
- (iii) The Claimant is not a United States resident, as indicated by the address provided by the Claimant in the Claim Form;
- (iv) The information submitted in the Claim Form does not establish that the claim is valid;
- (v) The person submitting the Claim Form is not a Settlement Class Member;
- (vi) The Claim Form is fraudulent;
- (vii) The Claim Form is duplicative of another Claim Form;
- (viii) The person submitting the Claim Form requests that the Settlement consideration be given to a person or entity that is not the Settlement Class Member by whom the Claim Form is submitted;
- (ix) The Claim Form was submitted after the Claims Deadline; and/or
- (x) The Claim Form otherwise does not meet the requirements of the Settlement Agreement.

(f) Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine, in accordance with the terms and conditions of the Settlement Agreement and this Settlement Administration Protocol, whether the Claim Form is valid.

(g) The Claim Form will be deemed to have been submitted when posted, if received with a postmark or equivalent mark by a courier company indicated on the envelope or

mailer with the instructions set out in the Claim Form. In all other cases, the Claim Form shall be deemed to have been submitted when it is actually received by the Settlement Administrator.

(h) No individual may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear on behalf of the same individual (“Duplicative Claim Forms”). The Settlement Administrator shall determine whether there is any duplication of Claim Forms, if necessary by contacting the individual or their counsel. The Settlement Administrator shall reject any such Duplicative Claim Form.

(i) The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud or abuse.

(j) By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate to further the purposes of the Settlement Agreement if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claim Forms, including, but not limited to, rejecting a Claim Form to prevent actual or possible fraud or abuse.

(k) Any decision to reject a Claim Form by the Settlement Administrator is subject to the reversal by the unanimous decision of Class Counsel and CentralSquare.

(l) The Settlement Administrator’s rejection of a Claim Form is final (subject to the terms of paragraph 4(k) above), but either of the Parties and/or Settlement Class Members who submitted a rejected Claim Form may submit any disputed issues to the Court or a referee appointed by the Court for summary and non-appealable resolution.

(m) Should any Settlement Class Member complete the procedures to object to the Settlement Agreement, the Settlement Administrator shall provide copies of all such objections to Class Counsel and Defense Counsel within three (3) business days of receipt.

EXHIBIT G

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

LAURA DOUGHTY, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

CENTRALSQUARE, LLC, et al.,

Defendant.

Case No. 5:20-cv-00500

**DECLARATION OF CARLA A. PEAK
REGARDING SETTLEMENT NOTICE PLAN**

I, Carla A. Peak, declare as follows:

1. My name is Carla A. Peak. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would testify competently to them.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.

3. I am the Vice President of Legal Notification and Class Action Services for KCC Class Action Services, LLC (“KCC”), a firm that provides comprehensive class action services, including claims administration, legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. Our experience includes many of the largest and most complex settlement administrations of both private litigation and of actions brought by state and federal government regulators. KCC has been retained to administer more than 7,000 class actions and distributed settlement payments totaling well over a trillion dollars in assets.

4. This declaration details the Settlement Notice Plan (“Notice Plan” or “Plan”) proposed here for the Settlement in *Doughty, et al. v. CentralSquare, LLC, et al.*, Case No. 5:20-cv-00500, in the United States District Court for the Western District of Oklahoma.

NOTICE PLAN DETAILS

Class Definition

5. The Settlement Class is defined as 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. 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.

6. It is estimated that the Settlement Class contains 300,000 cardholders.

Individual Notice

7. CentralSquare will provide KCC with a list of all names, addresses, emails, and other contact information that CentralSquare has in its possession for Settlement Class Members (“Settlement Class Member List”).

8. KCC will use the Settlement Class Member List to send the settlement notice via email to all Settlement Class Members for whom an email address is provided. The email notice will contain a summary of the settlement as well as a link to the case website. The content of the email notice will be included in the body of the email, rather than as an attachment, to avoid spam filters and improve deliverability. The email notice will be sent twice to each Settlement Class Member for whom an email address is provided. The first email notice will be issued on or before the Notice Date. The second email notice (“Reminder Notice”) will be issued 30 days after the first email notice is distributed.

9. KCC will also use the Settlement Class Member List to send the settlement notice via the United States Postal Service (USPS) to all Settlement Class Members for whom a postal address, but not an email address, is available. In addition, for any email notice that bounces back or is known not to have been successfully delivered, KCC will send a settlement notice via USPS, to the corresponding postal address provided on the Settlement Class Member List, if and where applicable.

10. Prior to mailing, the postal addresses will be checked against the National Change of Address (NCOA)¹ database maintained by USPS; certified via the Coding Accuracy Support System (CASS);² and verified through Delivery Point Validation (DPV).³ Settlement Class Members' settlement notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, further address searches will be conducted using credit and other public source databases to attempt to locate new addresses. If a new address is located, a notice will be mailed to it and the Settlement Class Member List will be updated.

Response Mechanisms

11. KCC will establish and maintain a case-specific website (such as www.CSTSettlement.com) (the "Settlement Website") to allow Settlement Class Members to obtain additional information and documents about the settlement and file a Claim online. The

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

² Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

³ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

Settlement Website will provide Settlement Class Members with information regarding the terms of the Settlement, their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to the Settlement Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of the Settlement Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Awards, the order preliminarily approving the 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 will also include the case specific toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact KCC directly.

12. KCC will establish and maintain a case-specific toll-free number to allow Settlement Class Members to obtain additional information through a menu of frequently asked questions and answers. The toll-free number will also allow Settlement Class Members to request to have a Long Form Notice and Claim Form mailed to them, and provide the option to speak with a live operator.

Claims Processing

13. KCC will process all claims received by mail and via online submission through the Settlement Website according to the terms of the Settlement Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 28th day of March, 2022, at Ocean City, New Jersey.



Carla A. Peak