

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 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. 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 the 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 as against CentralSquare only, without any admission of liability by CentralSquare, pursuant to the terms of a written Settlement Agreement. The Settlement does not affect any claims you may have against the city of Norman, Oklahoma.
- 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 October 24, 2022 .
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 September 8, 2022 .
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 September 8, 2022 .
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 and you will give up the right to sue CentralSquare in a separate lawsuit about the claims this Settlement resolves.

QUESTIONS? CALL 1-855-741-3668 TOLL-FREE,
VISIT www.CSTSettlement.com OR E-MAIL info@cstsettlement.com

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.). “Et al.” means that more than one party is involved. In the Action, Defendants are CentralSquare Technologies, LLC and the City of Norman, Oklahoma. The Settlement only resolves the claims you may have against CentralSquare Technologies, LLC. The Settlement does not affect any claims you may have against the City of Norman, Oklahoma.

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 whom 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 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 their judicial staff, the officers and directors of CentralSquare, and persons who timely and validly request exclusion from the Settlement Class.

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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 between 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 1-855-741-3668, visit the Settlement Website: www.CSTSettlement.com, or send an e-mail 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 website during the Settlement Class Period shall be entitled to purchase up to four (4) 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 website 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 2 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 website;
- 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.

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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.
- 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 recite 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.

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 **October 24, 2022** if submitted online via the Settlement Website www.CSTSettlement.com, or must be postmarked by **October 24, 2022** if submitted by U.S mail to the Settlement Administrator at:

Doughty v. CentralSquare Settlement Administrator
P.O. Box 43287
Providence, RI 02940-3287

Claim Forms can also be downloaded from www.CSTSettlement.com, by calling toll-free 1-855-741-3668, e-mailing 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 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").

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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 **September 8, 2022**. Requests for Exclusion must be mailed to:

Doughty v. CentralSquare Settlement Administrator
P.O. Box 43287
Providence, RI 02940-3287

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

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.

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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 **September 8, 2022**; and (iii) be mailed first-class postage prepaid to Class Counsel and CentralSquare’s counsel and postmarked by no later than **September 8, 2022**.

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, e-mail address, and telephone number;
- (c) An explanation of the basis upon which the objector claims to be a Settlement Class Member;
- (d) All grounds for the objection, accompanied by any legal support for the objection;
- (e) The identity of all counsel who represent the objector; including any former or current counsel who may be entitled to compensation for any reason related to the objection 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 United States Courthouse 200 N.W. 4th Street Rm 3108 Oklahoma City, OK 73102	William B. Federman Federman & Sherwood <i>c/o Doughty v. CentralSquare</i> Settlement Administrator P.O. Box 43287 Providence, RI 02940-3287	Jeffrey Gans 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

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 Avenue
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, and in no event will CentralSquare be required to pay Class Counsel more than \$900,000. CentralSquare agrees not to oppose the request if the total amount requested does not exceed \$900,000. 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, and a Service Award to Amanda Fischer of \$1,000, 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?

The Court will hold a hearing at **2:00 p.m. Central Time on November 30, 2022**, at the United States District Court for the Western District of Oklahoma, located at 200 N.W. 4th St., Courtroom 305, 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 also call toll-free 1-855-741-3668, or write to the Settlement Administrator by mail or e-mail:

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