

EXHIBIT

A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this 4th day of March, 2022, by and among (1) Plaintiffs Custom Hair Designs by Sandy, LLC and Skip’s Precision Welding, LLC, for themselves and on behalf of the Class, and (2) Defendant Central Payment Co., LLC, subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby agree that, in consideration of the promises and covenants set forth in this Agreement and upon payment of the monetary consideration described herein and entry by the Court of a Final Approval Order, all claims of the Class against Defendant in the action titled *Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*, D. Neb. Case No. 8:17-cv-00310-JFB-CPZ, shall be settled and compromised upon the terms and conditions contained herein. The Parties will request that the Court retain jurisdiction with regard to all matters relating to the enforcement of this Settlement.

I. Definitions

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

1. “Action” means the action styled *Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*, D. Neb. Case No. 8:17-cv-00310-JFB-CPZ.
2. “Allocation Method” means the method by which the cash payments Class Members are eligible to receive under the Settlement are calculated. The Allocation Method is attached as Exhibit 1 to this Agreement.
3. “Claim Form” means the form that Former Customers must submit to receive a cash payment from the Settlement, including claims submitted in electronic format on the Settlement Website and those submitted to the Settlement Administrator in hard copy.

4. “Claims Deadline” means 120 days after the Notice Deadline.
5. “Class” means all entities and/or persons that fall within the class definition set forth in this Agreement.
6. “Class Counsel” means:

Tyler W. Hudson
Eric D. Barton
Melody R. Dickson
Wagstaff & Cartmell, LLC
4740 Grand Avenue, Suite 300
Kansas City, MO 64112

E. Adam Webb
Matthew C. Klase
Webb, Klase & Lemond, LLC
1900 The Exchange, S.E., Suite 480
Atlanta, Georgia 30339
7. “Class Member” means any entity or person included in the Class.
8. “Class Period” means the period from January 1, 2010, through October 31, 2020.
9. “Complaint” means the First Amended Complaint and the prior complaint filed in the Action.
10. “Class Representatives” means Custom Hair Designs by Sandy, LLC and Skip’s Precision Welding, LLC.
11. “Court” means the United States District Court for the District of Nebraska.
12. “Current Customers” mean Class Members that currently maintain one or more payment card processing accounts with Defendant as of the date of Preliminary Approval.
13. “Defendant” means Central Payment Co., LLC.
14. “Distribution Date” means thirty-five (35) days after the latter of the Effective Date and the Claims Deadline.

15. “Effective Date” means thirty-five (35) days after final approval by the Court of this Settlement if there is no appeal, or five (5) days after any appeals are finally resolved or otherwise terminated with the appeal affirming in all respects the terms of the Settlement and the resolution of this case as contemplated by this Agreement.
16. “Email Notice” means the Notice of proposed class action Settlement that is sent to Class Members via email, substantially in the form of Exhibits 2A and 2C.
17. “Escrow Account” means the account to be established consistent with the terms and conditions described in Section VIII hereof.
18. “Escrow Agent” means the financial institution selected by and acting under the direction of the Settlement Administrator. Class Counsel may substitute a different organization as Escrow Agent, subject to approval by the Court if the Court has previously approved the Settlement, preliminarily or finally. The Escrow Agent shall administer the Escrow Account.
19. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Awards to Class Representatives. In the event that the Court issues separate orders on separate dates addressing the foregoing matters, then Final Approval means the date the Court grants final approval to the Settlement.
20. “Final Approval Hearing” means the time and date mutually convenient for the Court and the Parties at which the Court will consider whether to issue final approval to the Settlement and determine the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Awards to Class Representatives.

21. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval, which will contain each of the elements noted in paragraph 61, *infra*.
22. “Former Customers” mean Class Members that do not currently maintain payment card processing accounts with Defendant as of the date of Preliminary Approval.
23. “Long Form Notice” means the detailed Notice of proposed Class Action Settlement that is posted on the Settlement Website and will be made available to Class Members who request it, substantially in the form of Exhibit 3.
24. “Notice” means the notices of the proposed class action Settlement that the Plaintiffs will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, substantially in the form of Exhibits 2A – 2D and 3.
25. “Notice Deadline” means the date by which the Settlement Administrator is required to send out Notice, to be established as thirty (30) days after entry of the Preliminary Approval Order.
26. “Notice Program” means the notice plan and methods provided for in this Agreement. The Notice Program consists of: (a) an Email or Postcard Notice to those Class Members for which an email or mailing address is reasonably available; (b) the Long Form Notice posted on the Settlement Website; and (c) such other Notice as Class Counsel and Defendant agree is required by due process and Rule 23 of the Federal Rules of Civil Procedure. The Notice Program shall be carried out in substantially the manner provided in this Agreement or as otherwise agreed by the Parties and approved by the Court.
27. “Objection Deadline” means 60 days after the Notice Deadline.
28. “Opt-Out Deadline” means 60 days after the Notice Deadline.
29. “Parties” means Plaintiffs and Defendant.

30. “Plaintiffs” means Custom Hair Designs by Sandy, LLC and Skip’s Precision Welding, LLC.
31. “Postcard Notice” means the Notice of proposed class action Settlement that is sent to Class Members via U.S. mail, substantially in the form of Exhibits 2B and 2D.
32. “Preliminary Approval” means the date that the Court enters the Preliminary Approval Order.
33. “Preliminary Approval Order” means the order of the Court granting preliminary approval of the Settlement, which Plaintiffs will request that the Court enter substantially in the form of Exhibit 4.
34. “Released Claims” means all claims to be released as specified in Section X of this Agreement.
35. “Released Parties” means those entities and persons released by the releases contained in Section X of this Agreement.
36. “Releasing Parties” means the Class Representatives and all Class Members and each of their respective heirs, assigns, beneficiaries, and successors.
37. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.
38. “Settlement Administrator” means Epiq Systems. Class Counsel may substitute a different Settlement Administrator, subject to Court approval.
39. “Settlement Amount” means \$84,000,000 (Eighty-Four Million Dollars). The Settlement Amount represents the maximum amount that Defendant will pay in connection with the Settlement, or pursuant to this Agreement. The Settlement Amount is inclusive of all

payments made to Class Members, fees and expenses to Class Counsel, Service Awards to the Class Representatives, and the costs of notice and administering the Settlement.

40. “Settlement Fund” means the common fund established and maintained in escrow as provided in Section VIII of this Agreement.
41. “Settlement Website” means the website that the Settlement Administrator will establish before commencement of the Notice Program, as a means for Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notices, the Preliminary Approval Order, the Claim Form, the Complaint, certain orders that have been entered in the Action, and such other documents as Class Counsel and Defendant agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least 60 days after the Effective Date. Unless otherwise agreed, the URL of the Settlement Website will be www.centralpaymentclassaction.com. Class Members shall also be able to submit Claim Forms electronically through the Settlement Website.
42. “Service Award” means a payment, subject to the Court’s approval, to each Class Representative in compensation for their involvement in this litigation and service on behalf of the Class.

II. The Class

43. The Class, which has already been certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, is:

All of CPAY’s customers that, from January 1, 2010, to October 31, 2020 (a) were assessed the TSSNF Fee (a/k/a TSYs Network Fee); (b) were assessed the PCI Noncompliance Fee; (c) had their contractual credit card discount rates increased above their contractual rate by CPAY; and/or (d) had credit card transactions shifted by CPAY from lower-cost rate tiers to higher-cost rate tiers.

Excluded from the Class are Defendant; parents or subsidiaries of Defendant; any entity in which Defendant has a controlling interest; Defendant's counsel of record as appeared in the Action; the Court and any employees of the Court; and the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded are any persons that exclude themselves from the Class in accordance with the provisions set forth in the Notice.

III. Settlement Approval

44. After execution of this Agreement by all Parties, Class Counsel will move the Court for the Preliminary Approval Order. The motion for preliminary approval will request that the Court enter the Preliminary Approval Order, which will: (1) approve the terms of the Settlement as within the range of fair, adequate, and reasonable terms; (2) reaffirm the certification of the Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e); (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) approve the procedures set forth in Section VI and in the Notice Program by which Class Members may exclude themselves from the Class or object to the Settlement; (5) reaffirm as Class Counsel the law firms and attorneys listed in this Settlement as Class Counsel, and reaffirm Plaintiffs as the Class Representatives; (6) schedule the Final Approval Hearing; and (7) stay proceedings in the Action, other than the evaluation of the Settlement as contemplated in the Agreement, and enjoin Class Members from pursuing any of the Released Claims in any forum of any kind other than in the Action.
45. Defendant, at its own expense, shall cause to be served a notice of the proposed Settlement, in conformance with the Class Action Fairness Act, 28 U.S.C. § 1715(b).

The Final Approval Order shall make a finding that 28 U.S.C. § 1715 was fully complied with.

IV. Informal Discovery

46. Plaintiffs and Defendant have already engaged in meaningful formal and informal discovery. Defendant will continue to cooperate with Class Counsel and the Settlement Administrator by making available current and/or last-known email and address information for the Class Members as well as an indication of whether each Class Member is a Current Customer or Former Customer, as set forth in paragraph 53, *infra*.

V. Settlement Administrator

47. The Settlement Administrator shall administer various aspects of the Settlement, including but not limited to providing Notice and distributing the Settlement Fund as contemplated by this Agreement. The Settlement Administrator will also oversee the activities of the Escrow Agent as described in this Agreement.
48. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:
- a. Implementing the Notice Program required by this Agreement;
 - b. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Class;
 - c. Establishing and maintaining the Settlement Website;
 - d. Establishing and maintaining a toll-free telephone line for Class Members to call with Settlement-related inquiries, and answering the questions of Class Members that call with or otherwise communicate such inquiries;
 - e. Responding to any mailed Settlement Member inquiries;

- f. Processing all written notifications of exclusion from the Class;
 - g. Providing weekly reports and, no later than ten days after the Opt-Out Deadline, a final report to Class Counsel and Defendant that summarizes the number of written notifications of exclusion received the week prior to the report, the total number of written notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Defendant's counsel;
 - h. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Class Member that timely and properly provided written notification of exclusion from the Class;
 - i. Reviewing, determining the validity of, and responding to all Claim Forms submitted by Class Members, pursuant to criteria established by this Settlement Agreement;
 - j. After the Effective Date, processing and transmitting distributions to Class Members; and
 - k. Performing any function related to Settlement administration at the instruction of Class Counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with this Agreement.
49. Costs associated with notice to the Class and administration of the Settlement shall be paid out of the Settlement Fund. The costs of notice and administration shall include any fees of and reasonable expenses incurred by the Settlement Administrator; and fees of the Escrow Agent and any other reasonable expenses relating to the establishment, maintenance, and distribution of the Settlement Fund.

50. The Parties agree to cooperate in good faith and to coordinate with each other and the Settlement Administrator to carry out the terms of the Settlement.

VI. Notice to Class Members, Exclusions, and Objections

51. Following Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program approved by the Court, using the Notice approved by the Court.

52. The Notice Program shall include the following components: (1) for Class Members for whom an email address is reasonably available in Defendant's records, Email Notice sent to their current or last known email address in such records, such Email Notice to be substantially in the form of Exhibits 2A and 2C; (2) for Class Members for whom a valid email address is not reasonably available in Defendant's records, or where Email Notice is sent but is deemed undeliverable by the Settlement Administrator, Postcard Notice sent to their current or last known mailing address in such records or a more current mailing address, if that information can reasonably be obtained by the Settlement Administrator through the United States Postal Service National Change of Address (NCOA) database, such Postcard Notice to be substantially in the form of Exhibits 2B and 2D; (3) the Settlement Website; (4) the Long Form Notice, which will be substantially in the form of Exhibit 3; and (5) any other components ordered by the Court as necessary to satisfy the requirements of due process and Rule 23.

53. Within ten (10) days of Preliminary Approval, Defendant shall provide to the Settlement Administrator and Class Counsel the current or last known email and mail addresses of all Class Members, delineating those who are Current Customers and those who are Former Customers. The Settlement Administrator shall cross-check this information

against the information it previously used to provide notice to the Class after the Class was originally certified to ensure it is using the most up-to-date contact information. On or before the Notice Deadline, the Settlement Administrator will send Email Notice or Postcard Notice, as applicable, depending on the contact information available to the Settlement Administrator. If Email Notice or Postcard Notice is returned as undeliverable at least seven days prior to the Opt-Out Deadline, the Settlement Administrator will use reasonable efforts to locate an updated mailing address for the Class Member and re-mail the Email Notice or Postcard Notice to their address as updated.

54. The Email Notice and Postcard Notice will direct Class Members to the Long Form Notice, which will also be available on the Settlement Website. The Email Notice will have a hyperlink to the Long Form Notice contained on the Settlement Website.
55. The Email Notice and Postcard Notice will inform Current Customers that they will automatically receive a cash payment upon the Effective Date, as described further below. The Email Notice and Postcard Notice will inform Former Customers that they must validly submit a completed Claim Form to be entitled to any proceeds as a result of the Settlement and inform them of the Claims Deadline. The Email Notice and Postcard Notice will direct Former Customers who wish to file a Claim Form to the Settlement Website, which will have a mechanism for Former Customers to submit a Claim Form or, alternatively, to download a Claim Form and return it to the Settlement Administrator electronically or by mail. The Email Notice will have a hyperlink to the Settlement Website where the Claim Form can be submitted. Former Customers will also be informed that they can get a copy of the Claim Form by calling the Settlement

Administrator. In addition, Postcard Notice sent to Former Customers, but not Current Customers, will be doubled-sided and folded with the Postcard Notice on one page and the Claim Form, the return address, and pre-paid postage on the other, allowing a Former Customer to complete and tear off the Claim Form and return it by mail, postage prepaid.

56. The Long Form Notice shall describe the procedure for individuals or entities to request exclusion from the Class by notifying the Settlement Administrator, in writing, of the intent to be excluded. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must identify the individual or entity requesting exclusion; state that the individual or entity has chosen to opt-out or exclude itself from the Class; and contain the name, address, position, and signature of any attorney or other individual who is acting on behalf of the individual or entity. No individual or entity that is a potential Class Member may submit a request for exclusion on behalf of any other potential Class Member.
57. The Long Form Notice also shall describe the procedure for Class Members to object to the Settlement or any aspect of it. Objections to the Settlement must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and Defendant's counsel. For an objection to be considered by the Court, the objection must be received by the Court on or before the Objection Deadline and must also set forth (subject to approval by the Court):
 - a. the name of the Action;
 - b. the objector's full name, address, and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Class Member;

- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector (in an individual or representative capacity) has objected to a class action settlement within the ten years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. 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 or fee application;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the ten years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;

- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
 - k. at least four dates that the objector will be available to be deposed before the Final Approval Hearing by Class Counsel and Defendant's counsel and the location where the objector will be available;
 - l. if the objector is represented by an attorney who intends to seek fees and expenses from anyone other than the objectors he or she represents, the objection should also include (i) a description of the attorney's legal background and prior experience in connection with class action litigation; (ii) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (v) the attorney's hourly rate; and
 - m. the objector's signature (an attorney's signature is not sufficient).
58. Plaintiffs and Defendant will work together in good faith to facilitate the Notice Program and to address any issues that arise.

VII. Final Approval

59. Plaintiffs' motion for entry of the Preliminary Approval Order shall include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. The Final Approval Hearing shall be scheduled no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C § 1715.

60. At least thirty (30) calendar days prior to the Objection and Opt Out Deadline, the Plaintiffs shall file a motion for final approval of the Settlement and entry of the Final Approval Order, along with supporting documents. Defendant will not oppose such motion, subject to Defendant's opportunity to review and comment upon a draft of the motion before filing.
61. At or following the Final Approval Hearing, the Court shall determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses, and the Service Awards. The Final Approval Order shall, among other things:
 - a. Indicate the Court has personal jurisdiction of the parties and Class Members and subject matter jurisdiction;
 - b. Determine that the Settlement is fair, adequate, and reasonable and provide a description of the bases for such findings;
 - c. Address and overrule any objections;
 - d. Identify the Class and those excluded from the Class, attaching a list of those individuals and entities that properly and timely excluded themselves;
 - e. Reaffirm certification of the Class pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), the appointment of Plaintiffs as Class Representatives, and the appointment of Class Counsel as Class Counsel;
 - f. Determine that the Notice Program satisfied Federal Rule of Civil Procedure 23 and due process requirements;
 - g. Dismiss the Action with prejudice;
 - h. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;
 - i. Release Defendant and the Released Parties from the Released Claims; and
 - j. Reserve the Court's continuing and exclusive jurisdiction over Defendant and all Class Members (including any objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VIII. Settlement Amount and Settlement Fund

62. In consideration of the full release and discharge of the claims discussed below, the Settlement Amount constitutes the maximum cash consideration to be paid by Defendant pursuant to this Settlement, inclusive of all payments to Class Members, any attorneys' fees and costs awarded to Class Counsel, any Service Awards, and the costs of notice and settlement administration.
63. No more than ten (10) days following Preliminary Approval, Defendant will deposit into the Settlement Fund created by the Escrow Agent the sum of Five Hundred Thousand Dollars (\$500,000.00) of the Settlement Amount to cover initial costs and expenses for implementing the terms of the Settlement. If the Settlement does not receive Final Approval, any balance of this funding shall revert to Defendant.
64. No later than ten (10) days after the Effective Date, and in any event no sooner than twenty-one (21) days after the Claims Deadline, Defendant will deposit into the Escrow Account the remaining balance owed, which shall be the Minimum Amount (as defined below in paragraph 73) minus the \$500,000.00 initially funded. In no event shall this deposit be less than \$58,300,000.00.
65. The Escrow Agent shall cause the Settlement Fund to be maintained in escrow, in the Escrow Account, and invested, in whole or in part, in interest-bearing short-term instruments or accounts that are backed by the full faith and credit of the United States Government or that are fully insured by the United States Government or an agency thereof (the "Instruments"). The Escrow Agent may thereafter reinvest the interest proceeds and the principal as they mature in similar Instruments, bearing in mind the liquidity requirements of the Escrow Account to ensure that it contains sufficient cash

available to pay all invoices, taxes, fees, costs, expenses, and other required disbursements, in a timely manner. Notwithstanding the foregoing, that portion of the Settlement Fund that the Settlement Administrator reasonably estimates needs to be available on a liquid basis to pay on-going costs of settlement administration, as provided in this Agreement, may be placed in one or more insured accounts that may be non-interest-bearing. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account and under the control of the Escrow Agent. All costs or fees incurred in connection with investment of the Settlement Fund in the Instruments shall be paid out of the investment proceeds or the Settlement Fund.

66. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Defendant or its counsel, or Plaintiffs or Class Counsel, with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Plaintiffs and Class Counsel, and Defendant and its counsel shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiffs and Class Counsel, and Defendant and its counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

67. The Settlement Fund shall be used for the following purposes, to the extent such purposes are approved by the Court:
- a. Distribution of payments to the Class pursuant to Sections VIII and IX hereof;
 - b. Payment of the Court-ordered award of Class Counsel's attorneys' fees, costs, and expenses pursuant to Section XI hereof;
 - c. Payment of the Court-ordered Service Awards to the Class Representatives pursuant to Section XI hereof;
 - d. Payment of the costs of notice and administration; and
 - e. Payment of all Taxes, including, without limitation, taxes owed as a result of accrued interest on the Escrow Account.

IX. Distribution of the Settlement Benefits

68. All Current Customers will have the option to receive a cash payment via PayPal or Venmo, or alternatively a check mailed to their last known physical address, while Current Customers with invalid or no email addresses will automatically receive their cash payment via check mailed to their last known physical address. In the event Current Customers with valid email addresses do not inform the Settlement Administrator of their choice to receive a digital payment within seven (7) days of being sent an email notifying them the Settlement is ready for distribution and seeking their preference, a check will automatically be mailed to their last known physical address.
69. All Former Customers that timely submit a valid Claim Form will likewise have the option to receive a digital payment via PayPal or Venmo, or alternatively a check mailed to their last known physical address. In the event Former Customers that timely submit a valid Claim Form do not inform the Settlement Administrator of their choice to receive a

digital payment within seven (7) days of being sent an email notifying them the Settlement is ready for distribution and seeking their preference, a check will automatically be mailed to the physical address identified on their Claim Form.

70. All cash payments to Class Members will be made from the Settlement Fund, and calculated in accordance with the Allocation Method.
71. Cash payments from the Settlement Fund to Class Members will commence no later than the Distribution Date.
72. The Parties acknowledge that Defendant has no responsibility for, or liability whatsoever with respect to, the Allocation Method or any aspect associated with the distribution of the Settlement Fund, including the method of distributing payments via PayPal or Venmo. In addition to the releases set forth in paragraph 76, *infra*, the Class Members hereby fully, finally, and forever release, relinquish, and discharge Defendant, its counsel, and the Released Parties from any and all such liability and acknowledge that no dispute as to the Allocation Method or any aspect associated with the distribution of the Settlement Fund, including the method of distributing payments via PayPal or Venmo, will have any impact on the validity or enforceability of the releases described in this Agreement.
73. As soon as practicable, and at least ten (10) days before Defendant must fund the remaining balance of the Settlement Fund, the Parties, with the Settlement Administrator's assistance, shall calculate the sum of: (a) total settlement payments due to Current Customers; (b) total settlement payments due to Former Customers who timely submitted a valid claim; (c) the amounts awarded by the Court for Class Counsel's fees and expenses and Service Awards to the Class Representatives; (d) the total costs of

notice and administration, and (e) any Taxes paid from the Settlement Fund. The “Minimum Amount” is the greater of this sum and \$58,800,000 (Fifty Eight Million, Eight Hundred Thousand Dollars). If the sum of (a)-(e) is less than \$58,800,000, the difference between such sum and \$58.8 million shall be distributed *pro rata* (based on their respective cash payment amounts as calculated pursuant to the Allocation Method), to Current Customers and those Former Customers who timely submitted a valid Claim Form.

74. In the event that funds remain in the Settlement Fund ninety (90) days after payment of all amounts due to uncashed settlement checks, such funds will be distributed, via reissued checks, to Class Members that failed to cash their checks if the Settlement Administrator can locate an updated address.
75. In the event funds remain in the Settlement Fund ninety (90) days after the reissued checks are mailed, such funds shall be distributed to Class Members that previously cashed their checks if there are sufficient remaining funds to warrant such a distribution, and shall otherwise be distributed via *cy pres* to such recipient(s) as are agreed on by the Parties, and as will be provided in the Final Approval Order. All administration costs associated with the reissuing of checks will be paid from the Settlement Fund.

X. Releases

76. As of the date Defendant makes its last contribution to the Settlement Fund pursuant to the terms of this Agreement, the Releasing Parties shall be deemed to have fully and irrevocably released and forever discharged Defendant and each of its present and former parents, subsidiaries, predecessors, successors and assigns, affiliates, and the present and former directors, officers, employees, agents, shareholders, members, partners, trustees,

attorneys, advisors, consultants, and representatives of each of them (collectively the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in the Action. Further, each of the Releasing Parties agrees to be bound by this Agreement, including by the releases contained herein, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. Nothing in this paragraph or Agreement will release or otherwise affect any right of the Releasing Parties to contest for any reason any invoice sent by Defendant after Preliminary Approval.

77. Defendant shall fully and irrevocably release and forever discharge Plaintiffs, the other members of the Class, and Class Counsel (“Plaintiff Released Parties”), from and for any potential liability for payment of Defendant’s attorneys’ fees and expenses incurred in defending the Action.

78. WITHOUT LIMITING THE FOREGOING, THE RELEASING PARTIES EXPRESSLY AND IRREVOCABLY WAIVE AND RELEASE ANY AND ALL DEFENSES, RIGHTS, AND BENEFITS THEY MAY HAVE IN RELATION TO THE RELEASES BY VIRTUE OF THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542 OR SIMILAR LAW OR RULE OF ANY OTHER STATE OR JURISDICTION. CALIFORNIA CIVIL CODE § 1542 PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

79. In the event that an order approving the Settlement is overturned on appeal, the releases contained in this Agreement will be null and void.

XI. Payment of Attorneys’ Fees, Costs, and Service Awards

80. Class Counsel will apply to the Court for an award of fees and expenses and Service Awards to the Class Representatives.

81. At least thirty (30) calendar days prior to the Objection and Opt Out Deadline, Class Counsel and the Class Representatives shall file a motion for attorneys’ fees, costs, and Service Awards. Defendant agrees not to oppose Class Counsel’s request for attorneys’ fees of up to one-third (thirty-three and one-third percent) of the Settlement Amount, and agrees not to oppose Class Counsel’s request for reimbursement of reasonable costs and expenses they incurred on the litigation. Any award of attorneys’ fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund.

82. Plaintiffs’ attorneys’ fees and litigation expenses, as awarded by the Court, shall be paid from the Settlement Fund no later than two (2) business days after the funding of the Settlement Fund balance described in paragraph 64. Any court order that denies or reduces the award of attorneys’ fees or litigation expenses on appeal or otherwise shall not provide a basis to terminate the Settlement.

83. Class Counsel will ask the Court to approve a Service Award of \$15,000 for each Class Representative. The Service Awards, if approved, shall be payable solely out of the Settlement Fund no later than two (2) business days after the funding of the Settlement Fund balance described in paragraph 64. The Service Awards shall be paid to the Class

Representatives in addition to the benefits they are entitled to receive under this Agreement as Class Members. Defendant agrees not to oppose any request for the Service Awards. Any court order that denies Service Awards or reduces Service Awards on appeal or otherwise shall not provide a basis to terminate the Settlement.

84. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Awards only after reaching agreement on all other material terms of this Settlement.

XII. Termination of Settlement and Other Events

85. Either Plaintiffs or Defendant may terminate this Settlement by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed by the Parties) after any of the following occurrences:

- a. Plaintiffs and Defendant mutually agree to termination;
- b. the Court rejects, modifies, amends, or changes a material part of the Settlement—namely the composition of the Class, the Settlement Amount, the Settlement Fund (including the timing of its funding), the Allocation Method, the scope or nature of the Released Claims, Released Parties, or Releasing Parties, the termination rights, or any other aspect of the Settlement that either party reasonably deems to be material, or declines to preliminarily or finally approve the Settlement, or fails to enter either the Preliminary Approval Order or the Final Approval Order;
- c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand, as described above;

- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Defendant or Class Counsel seeking to terminate the Settlement reasonably considers material, as described above;
- e. the Effective Date does not occur;
- f. Defendant fails to fulfill its payment obligations under this Agreement as specified in Section VIII; or
- g. any other ground for termination provided for elsewhere in this Agreement.

However, in any event, the Parties may voluntarily agree in writing to modify this Settlement Agreement in the manner necessary to obtain Court approval, in which case this Settlement will not terminate.

86. Defendant also may terminate the Settlement if opt-out requests are submitted by five (5) percent or more of the entities or individuals that, absent a request for exclusion, would be Class Members. Defendant must exercise this right, if at all, within fourteen (14) days of receiving from the Settlement Administrator the identity of all individuals or entities who have submitted valid requests for exclusion.

XIII. Effect of a Termination

87. In the event of a termination as provided above, this Agreement shall be considered null and void; all of the Parties' obligations under the Settlement shall cease to be of any force and effect; the amount in the Settlement Fund shall be returned to Defendant (except to the extent costs of notice and claims administration have been incurred or expended and taxes have been paid or are due on interest earned); the Releases will be null and void; and the Parties shall return to their respective positions immediately prior to the date the

Parties executed a Memorandum of Understanding. In addition, in the event of such a termination, the Parties will work cooperatively to set a new schedule for the continued litigation of the Action, with trial to occur at the earliest available court date.

88. In the event of a termination as provided above, and after payment of any costs of notice and administration that have been incurred and are due to be paid from the Escrow Account, the Escrow Agent shall return the balance of the Settlement Fund to Defendant.
89. The Settlement shall become effective on the Effective Date unless terminated in accordance with the provisions of Section XII.
90. In the event the Settlement is terminated in accordance with the provisions of Section XII, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

91. Defendant disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind and, except for purposes of this Settlement, disputes that this case is properly maintained as a class action. Defendant has agreed to enter into this Agreement and pay up to the Settlement Amount to avoid the further expense, risk, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
92. Class Counsel and Plaintiffs believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued

prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, have conducted meaningful formal and informal discovery, and have conducted independent investigation of the allegations in the Complaint. Class Counsel and Plaintiffs have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Class Members.

93. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with the Settlement or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any party of any fact, fault, liability, or wrongdoing of any kind whatsoever.
94. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal; or (c) construed as an admission by Plaintiffs regarding the validity of any allegation or claim asserted in this action or that Plaintiffs have waived any allegation or claim asserted in the Action.

95. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded, if applicable, as a full and complete defense to, and may be used as the basis for an injunction, if applicable, against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.
96. The Parties shall in good faith endeavor to communicate the terms of the Settlement in a manner that is respectful of the fact that no final adjudication of fault was determined by a court or jury. Both Parties and their counsel agree that they will not issue a press release regarding this Settlement, but are free to respond to any press inquiries, if any, or otherwise disclose the existence and terms of the Settlement on their firm websites or in submissions to courts or other adjudicative bodies regarding later attempts to be designated as class counsel. In the event of any disclosure by either Party or their counsel or affiliates, as contemplated by this paragraph, comment regarding this Settlement shall be consistent with the terms of the Settlement Agreement, including that the Settlement does not constitute an admission of liability or responsibility, will not embellish the terms of the Settlement, and will otherwise not criticize or disparage the opposing Party or their counsel.

XV. Miscellaneous Provisions

97. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
98. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

99. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect so long as this Settlement has not been terminated in accordance with its terms, regardless of events that may occur, or court decisions that may be issued in this case or in any other case in any court.
100. Exhibits. Each and every exhibit to this Agreement is an integral and material part of this Agreement and is incorporated herein by this reference as though fully set forth herein.
101. Communications. Nothing in this Agreement shall limit the ability of Class Counsel to communicate orally or in writing with Class Members regarding the provisions of this Settlement. Nothing in this Agreement shall limit the ability of Defendant to communicate with Current Customers, except that any questions from Current Customers regarding the Settlement shall be referred to Class Counsel, the Settlement Administrator, or the Settlement Website.
102. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
103. Integration. This Agreement (along with the exhibits thereto, which are incorporated herein) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

104. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
105. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Nebraska, without regard to the principles thereof regarding choice of law, except to the extent federal law controls the issue in dispute.
106. Payment Guarantee. Defendant acknowledges its obligations under this Agreement, including its obligations to fund up to the Settlement Amount as provided for in this Agreement. Specifically, Defendant has taken steps to ensure that it has access to funds sufficient to allow it to meet the payment obligations contemplated by this Agreement. In the unanticipated event that Defendant does not comply with its payment obligations as described in Section VIII, Defendant will cover all costs and reasonable attorneys' fees incurred by Plaintiffs and Class Counsel that are needed to obtain compliance, should Plaintiffs and Class Counsel elect not to terminate the Settlement in accordance with Section XII.
107. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through emailed scan shall be deemed an original.
108. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to the Settlement or this

Agreement or related in any way thereto that cannot be resolved by negotiation and agreement. The Court shall specifically retain jurisdiction over all questions and/or disputes related to the Notice Program, the distribution of the Settlement Fund and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

109. Notices. All notices to Plaintiffs and Class Counsel provided for herein shall be sent by email, with a hard copy sent by overnight mail, to:

Tyler W. Hudson
Eric D. Barton
Melody R. Dickson
WAGSTAFF & CARTMELL, LLC
4740 Grand Avenue, Suite 300
Kansas City, MO 64112

E. Adam Webb
Matthew C. Klase
WEBB, KLASE & LEMOND, LLC
1900 The Exchange, S.E., Suite 480
Atlanta, Georgia 30339

All notices to Defendant provided for herein shall be sent by email, with a hard copy sent by overnight mail, to:

Jonathan R. Chally
COUNCILL, GUNNEMANN & CHALLY LLC
1201 Peachtree Street N.E.
Building 400, Suite 100
Atlanta, GA 30361-3507

David L. Balsler
Brandon R. Keel
KING & SPALDING LLP
1180 Peachtree Street NE
Atlanta, Georgia 30309-3521

The notice recipients and addresses designated above may be changed by written notice.

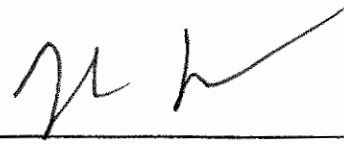
Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

110. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Defendant and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
111. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
112. Authority. Class Counsel (for Plaintiffs), and counsel for Defendant (for Defendant), represent and warrant that the persons signing this Agreement on behalf of their clients have full power and authority (including, if necessary, Board of Directors approval) to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
113. Agreement Mutually Prepared. Neither Defendant nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

114. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) even if they 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.
115. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained in Section X above, received independent legal advice with respect to the advisability of entering into this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases.
116. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of Notices of the Settlement after final judgment is entered.
117. Attorneys' Fees. Defendant shall bear its own attorneys' fees and expenses incurred in defending the Action.

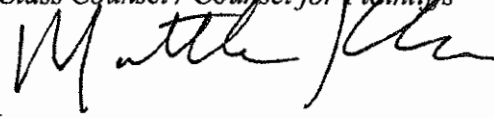
FOR PLAINTIFFS:

Dated: 3/4/2022



Tyler W. Hudson
Class Counsel / Counsel for Plaintiffs

Dated: March 4, 2022



Matthew C. Klase
Class Counsel / Counsel for Plaintiffs

FOR DEFENDANT:

Dated: 3/4/2022



Central Payment Co., LLC
Defendant

EXHIBIT 1

ALLOCATION METHOD

This is the Allocation Method specified in Section XI of the Settlement Agreement in the matter of *Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*, D. Neb. Case No. 8:17-cv-00310-JFB-CPZ.

I. Definitions

In addition to the terms defined in the Agreement, which are incorporated herein, the following additional Defined Term applies throughout this Allocation Method:

1. “Net Settlement Amount” means the Settlement Amount, minus the total of (a) the amounts awarded by the Court for Class Counsel’s fees and expenses; (b) the amounts awarded by the Court for Service Awards to the Class Representatives; (c) the total costs of notice and administration; and (d) any Taxes paid from the Settlement Fund.

II. Plan of Distribution

2. Using the billing data Defendant produced in the Action, Plaintiffs’ data expert Arthur Olsen has calculated each Class Member’s purported damages according to Plaintiffs’ claims in the Action and as described in Mr. Olsen’s expert reports and related exhibits.
3. Using these purported damage calculations and based on each Class Member’s *pro rata* share of the total purported damages as calculated by Mr. Olsen, the Settlement Administrator will allocate to each Class Member its *pro rata* share of the Net Settlement Amount.
4. The cash payment that each Class Member is eligible to receive under the Settlement is equal to this *pro rata* share, subject to such payment being increased in accordance with Paragraph 68 of the Agreement.

EXHIBIT 2A

CURRENT CUSTOMER EMAIL NOTICE

TO: xxxxxx@xxxxxxxxxxx
FROM: xxxxxx@centralpaymentclassaction.com
SUBJECT: CENTRAL PAYMENT CLASS ACTION SETTLEMENT

Important Notice About a Class Action Settlement

ATTENTION: All customers of Central Payment Company, LLC (“CPAY”) who were assessed TSSNF (a/k/a TSYS Network) or PCI noncompliance fees, had their discount rates increased above their contractual rates, and/or had card transactions shifted from lower-cost to higher-cost rate tiers, from January 1, 2010 through October 31, 2020.

You have been identified as being part of a class action settlement in which up to \$84 million has been proposed to resolve a lawsuit against CPAY. The lawsuit alleges, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. CPAY denies these allegations but has entered into the settlement to avoid the expense and uncertainty of litigation.

According to CPAY’s records, you maintain one or more active payment processing accounts with CPAY as of **PA DATE**, are a “current customer” under the settlement, and will ***automatically be sent a payment*** if the settlement is approved and becomes final. The individual payments to class members will vary depending upon the amount of the disputed fees each class member paid to CPAY during the class period.

To exclude yourself from the settlement, you must write to the address below by **DEADLINE**. To object, you must write to the address below by **DEADLINE**. For complete instructions, visit **www.centralpaymentclassaction.com**. If you do not exclude yourself from the settlement, you will be bound by any judgment in the case and won’t be able to sue CPAY in the future about the issues in this case.

The court will hold a hearing on **DATE** at **TIME** (Central Time) in Courtroom **#**, at the United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, NE 68102 to consider whether to approve the settlement and pay the lawyers for the class up to one-third of the settlement amount, reimburse them for their expenses, and pay service awards of \$15,000 to each named plaintiff. You may appear at the hearing, but do not have to. The court has appointed lawyers to represent you and the class, but you can hire another lawyer at your own expense.

You can get more details at **www.centralpaymentclassaction.com**, by calling **NUMBER**, or by writing CPAY Settlement, c/o **SETTLEMENT ADMINISTRATOR CONTACT ADDRESS**.

EXHIBIT 2B

CURRENT CUSTOMER POSTCARD NOTICE

Important Notice About a Class Action Settlement

ATTENTION: All customers of Central Payment Company, LLC (“CPAY”) who were assessed TSSNF (a/k/a TSYS Network) or PCI noncompliance fees, had their discount rates increased above their contractual rates, and/or had card transactions shifted from lower-cost to higher-cost rate tiers, from January 1, 2010 through October 31, 2020.

You have been identified as being part of a class action settlement in which up to \$84 million has been proposed to resolve a lawsuit against CPAY. The lawsuit alleges, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. CPAY denies these allegations but has entered into the settlement to avoid the expense and uncertainty of litigation.

According to CPAY’s records, you maintain one or more active payment processing accounts with CPAY as of **PA DATE**, are a “current customer” under the settlement, and will ***automatically be sent a payment*** if the settlement is approved and becomes final. The individual payments to class members will vary depending upon the amount of disputed fees each class member paid to CPAY during the class period.

To exclude yourself from the settlement, you must write to the address below by **DEADLINE**. To object, you must write to the address below by **DEADLINE**. For complete instructions, visit **www.centralpaymentclassaction.com**. If you do not exclude yourself from the settlement, you will be bound by any judgment in the case and won’t be able to sue CPAY in the future about the issues in this case.

The court will hold a hearing on **DATE** at **TIME** (Central Time) in Courtroom **#**, at the United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, NE 68102 to consider whether to approve the settlement and pay the lawyers for the class up to one-third of the settlement amount, reimburse them for their expenses, and pay service awards of \$15,000 to each named plaintiff. You may appear at the hearing, but do not have to. The court has appointed lawyers to represent you and the class, but you can hire another lawyer at your own expense.

You can get more details at **www.centralpaymentclassaction.com**, by calling **NUMBER**, or by writing CPAY Settlement, c/o **SETTLEMENT ADMINISTRATOR CONTACT ADDRESS**.

EXHIBIT 2C

FORMER CUSTOMER EMAIL NOTICE

TO: xxxxxx@xxxxxxxxxxx
FROM: xxxxxx@centralpaymentclassaction.com
SUBJECT: CENTRAL PAYMENT CLASS ACTION SETTLEMENT

Important Notice About a Class Action Settlement

SUBMIT YOUR CLAIM

ATTENTION: All customers of Central Payment Company, LLC (“CPAY”) who were assessed TSSNF (a/k/a TSYS Network) or PCI noncompliance fees, had their discount rates increased above their contractual rates, and/or had card transactions shifted from lower-cost to higher-cost rate tiers, from January 1, 2010 through October 31, 2020.

You have been identified as being part of a class action settlement in which up to \$84 million has been proposed to resolve a lawsuit against CPAY. The lawsuit alleges, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. CPAY denies these allegations but has entered into this settlement to avoid the expense and uncertainty of litigation.

According to CPAY’s records, you previously maintained one or more payment card processing accounts with CPAY but such account(s) were inactive as of **PA DATE**, meaning you are a “former customer” under the settlement. **To get a payment from the settlement, you must submit a claim.** The individual payments to class members will vary depending upon the amount of disputed fees each class member paid to CPAY during the class period.

You can submit your claim online at **www.centralpaymentclassaction.com** (or click **here**), using the following identification number: <<#####>>. Or you can download a hard copy claim form or request one by calling **NUMBER**. Claim forms must be mailed or submitted online by no later than **DATE**.

To exclude yourself from the settlement, you must write to the address below by **DEADLINE**. To object, you must write to the address below by **DEADLINE**. For complete instructions, visit **www.centralpaymentclassaction.com**. If you do not exclude yourself from the settlement, you will be bound by any judgment in the case and won’t be able to sue CPAY in the future about the issues in this case.

The court will hold a hearing on **DATE** at **TIME** (Central Time) in Courtroom **#**, at the United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, NE 68102 to consider whether to approve the settlement and pay the lawyers for the class up to one-third of the settlement amount, reimburse them for their expenses, and pay service awards of \$15,000 to each named plaintiff. You may appear at the hearing, but do not have to. The court has

appointed lawyers to represent you and the class, but you can hire another lawyer at your own expense.

You can get more details at www.centralpaymentclassaction.com, by calling **NUMBER**, or by writing CPAY Settlement, c/o **SETTLEMENT ADMINISTRATOR CONTACT ADDRESS**.

EXHIBIT 2D

FORMER CUSTOMER POSTCARD NOTICE WITH ATTACHED CLAIM FORM

Important Notice About a Class Action Settlement

SUBMIT YOUR CLAIM

ATTENTION: All customers of Central Payment Company, LLC (“CPAY”) who were assessed TSSNF (a/k/a TSYS Network) or PCI noncompliance fees, had their discount rates increased above their contractual rates, and/or had card transactions shifted from lower-cost to higher-cost rate tiers, from January 1, 2010 through October 31, 2020.

You have been identified as being part of a class action settlement in which up to \$84 million has been proposed to resolve a lawsuit against CPAY. The lawsuit alleges, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. CPAY denies these allegations but has entered into this settlement to avoid the expense and uncertainty of litigation.

According to CPAY’s records, you previously maintained one or more payment card processing accounts with CPAY but such account(s) were inactive as of **PA DATE**, meaning you are a “former customer” under the settlement. **To get a payment from the settlement, you must submit a claim.** The individual payments to class members will vary depending upon the amount of disputed fees each class member paid to CPAY during the class period.

There are several ways you can submit a claim. You only need to do ONE of the following:

- (1) You can submit a claim online at **www.centralpaymentclassaction.com**, using the following identification number: <<#####>>; or
- (2) You can submit a claim by mailing in the form attached to this notice (postage is prepaid); or
- (3) You can download a hard copy claim form from the settlement website or request one by calling **NUMBER**, fill it out, and mail it in.

All claims forms must be mailed or submitted online no later than **DATE**.

To exclude yourself from the settlement, you must write to the address below by **DEADLINE**. To object, you must write to the address below by **DEADLINE**. For complete instructions, visit **www.centralpaymentclassaction.com**. If you do not exclude yourself from the settlement, you will be bound by any judgment in the case and won’t be able to sue CPAY in the future about the issues in this case.

The court will hold a hearing on **DATE** at **TIME** (Central Time) in Courtroom **#**, at the United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, NE 68102 to consider whether to approve the settlement and pay the lawyers for the class up to one-third of the settlement amount, reimburse them for their expenses, and pay service awards of \$15,000 to each named plaintiff. You may appear at the hearing, but do not have to. The court has

appointed lawyers to represent you and the class, but you can hire another lawyer at your own expense.

You can get more details at www.centralpaymentclassaction.com, by calling **NUMBER**, or by writing CPAY Settlement, c/o **SETTLEMENT ADMINISTRATOR CONTACT ADDRESS**.

CLAIM FORM

To claim your payment, complete this form, sign it, and mail it by the deadline listed below. You can alternatively file your claim online at www.centralpaymentclassaction.com using the following identification number: #####.

Your claim must be postmarked by **DEADLINE. Late claims will be rejected.**

PROVIDE NAME, MAILING ADDRESS, AND EMAIL ADDRESS HERE:

Name of Customer (Business or Organization)

Email Address

Current Mailing Address

Authorized Representative Name

Authorized Representative Signature

Date

By signing this claim form, you are affirming that you are the authorized representative of a class member and thus are eligible to receive the benefits of the settlement.

EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

If you are a current or former customer of Central Payment Company, LLC (“CPAY”) and were assessed TSSNF (a/k/a TSYS Network) or PCI noncompliance fees, had your card discount rates increased above your contractual rates, and/or had card transactions shifted from lower-cost to higher-cost rate tiers, you may qualify for benefits from a class action settlement.

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

- A settlement has been proposed to end a class action lawsuit brought against CPAY. The lawsuit, referred to as *Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*, Case No. 8:17-cv-00310-JFB-CPZ (D. Neb.), alleges, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. CPAY denies these allegations but has entered into this settlement to avoid the expense and uncertainty of litigation.
- Under the settlement, if approved by the court, CPAY will pay up to \$84,000,000 for the benefit of customers who are members of the class.
- Current customers who are members of the class are eligible to receive a cash payment. If you are a current customer and a member of the class, you will automatically receive a cash payment. The amount of your cash payment will be based on an allocation method which is attached as Exhibit 1 to the settlement agreement.
- Former customers who are members of the class and who file a valid and timely claim are eligible to receive a cash payment. The amount of your cash payment will be based on an allocation method which is attached as Exhibit 1 to the settlement agreement. The deadline for filing your claim is **CLAIMS DEADLINE**.
- The costs of notice and administration and, if approved by the court, the fees and expenses of the lawyers representing the class and service awards to the class representatives will be paid out of the settlement fund.
- The court has scheduled a hearing on **FINAL APPROVAL HEARING** in Omaha, Nebraska to decide whether to finally approve the settlement and other related matters.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you are a current customer who is a member of the class, you will automatically receive payment and you will be bound by the settlement. If you are a former customer who is a member of the class, you will get no payment and forfeit your right to sue CPAY for the claims being resolved by this settlement.
ACCEPT THE BENEFITS OF THE SETTLEMENT	If you are a current customer who is a member of the class, you will automatically receive a payment and you will be bound by the settlement.

Questions? Call **1-XXX-XXX-XXXX** toll free, or visit www.centralpaymentclassaction.com

	If you are a former customer who is a member of the class, you must file a claim form to receive a payment. This is the only way to get a payment if you are a former customer.
EXCLUDE YOURSELF (OPT OUT) FROM SETTLEMENT	If you ask to be excluded, you will not receive any benefits from the settlement, but you may be able to file your own lawsuit.
OBJECT	You may remain in the case and file an objection telling the court why you do not like the settlement. If your objections are overruled, you will be bound by the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the court approves the settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

Who is Part of the Settlement Page 4

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?

The Settlement Benefits..... Pages 4-5

7. What does the settlement provide?
8. How much will my cash payment be?

How to Get a Payment..... Pages 5-6

9. How do I get a cash payment?
10. When will I get the settlement benefits for which I am eligible?
11. What do I give up to get a settlement benefit or remain in the class?

Excluding Yourself from the Settlement..... Pages 6-7

12. How can I exclude myself from the settlement?
13. If I don't exclude myself, can I sue CPAY for the same thing later?
14. If I exclude myself, can I get money from this settlement?

The Lawyers and Merchants Representing You..... Page 7

15. Do I have a lawyer in the case?
16. How will the lawyers representing the class be paid?
17. Will the class representatives get anything?

Objecting to the Settlement..... Pages 7-8

18. How do I tell the court that I don't like the settlement?

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

19. What’s the difference between objecting and excluding/opting out?

The Court’s Final Approval Hearing..... Pages 8-9

- 20. When and where will the court decide whether to approve the settlement?
- 21. Do I have to attend the hearing?

If You Do Nothing..... Page 9

- 22. What happens if I do nothing at all?

Getting More Information Page 9

- 23. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

If you received notice of this settlement by electronic mail or postcard, Plaintiffs’ counsel has determined from CPAY’s records that you are a current or former customer of CPAY and met the class criteria during the relevant period from January 1, 2010, through October 31, 2020.

The court authorized this notice because you have a right to know about your rights under a proposed class action settlement before the court decides whether to approve the settlement. If the court approves the settlement and after any objections and appeals are resolved, a settlement administrator appointed by the court will make the cash payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The case is known as *Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*, Case No. 8:17-cv-00310-JFB-CPZ, and is pending in the United States District Court for the District of Nebraska. The two merchants who sued are called the “Plaintiffs,” and the company they sued, CPAY, is the “Defendant.”

Plaintiffs allege, among other things, that CPAY misrepresented fees it charged for its card processing services and improperly added or inflated fees. The lawsuit seeks to recover the amount CPAY customers were allegedly overcharged, as well as other monetary and nonmonetary relief.

CPAY denies these allegations and disputes that it acted improperly or that it has any legal liability for the asserted claims. CPAY also disputes that this action may be appropriately treated as a class action.

The court has not yet decided whether Plaintiffs’ claims have merit.

3. Why is this a class action?

In a class action, one or more people or entities called “class representatives” sue on behalf of themselves and other people and entities with similar claims. All of these people and entities together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class. A class action allows the claims of all class members to be more efficiently resolved than individual lawsuits and provides a remedy for class members whose individual damages are not large enough to justify a lawsuit.

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

4. Why is there a settlement?

The court has not decided in favor of Plaintiffs or CPAY. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to the class. The class representatives and the attorneys for the class support the settlement.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the settlement?

You are a member of the class and affected by the settlement if you are a current or former CPAY customer and from January 1, 2010, to October 31, 2020, you were (a) assessed the TSSNF Fee (a/k/a TSYS Network Fee); (b) assessed the PCI Noncompliance Fee; (c) had your contractual credit card discount rates increased above your contractual rate by CPAY; and/or (d) had credit card transactions shifted by CPAY from lower-cost rate tiers to higher-cost rate tiers.

If you received an email or postcard notice from the settlement administrator, Plaintiffs’ counsel has determined from CPAY’s records that you are a class member. If you did not receive an email or postcard but wish to confirm whether you are a class member, you may contact the Settlement Administrator at the phone number or address identified on page 9 to seek this confirmation.

6. Are there exceptions to being included?

If you exclude yourself from the settlement, you are no longer part of the class and will no longer be eligible to receive any of the settlement benefits. This process of excluding yourself is also referred to as “opting out” of the settlement.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

CPAY will pay up to \$84,000,000 into a settlement fund to pay cash benefits to class members; the cost of notifying the class and administering the settlement; and, subject to the court’s approval, the fees and expenses of the lawyers who represent the class and service awards to the class representatives.

Class members who maintained one or more payment card processing accounts with or through CPAY as of **PRELIMINARY APPROVAL DATE** are considered “current customers.” If you are a current customer, you will automatically receive a payment.

Class members who are not current customers are considered “former customers.” Former customers are eligible for a payment but must file a valid and timely claim form to get it.

After all claims of former customers have been received, the following amounts will be totaled: payments to be made to current customers and former customers that filed a valid and timely claim; the costs of notice and administration; any taxes paid from the settlement fund; and the amount the court authorizes for attorneys’ fees and expenses for class counsel, and service awards to the class representatives. If this total is less than \$84 million but more than \$58.8 million, Defendant will retain the difference between the total and \$84 million. If the total is less than \$58.8 million, current customers and former customers that filed a valid and timely claim will share an additional payment of the difference between the total and \$58.8 million. This additional payment will be made at the same time as the other cash payments described above.

When the payments are ready for distribution, current customers and former customers that filed a valid and timely claim will be sent an email by the Settlement Administrator that provides an option to receive payment

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

electronically via PayPal or Venmo. For those customers without email addresses in the Settlement Administrator’s records and those customers that do not elect to receive their payment electronically via PayPal or Venmo within seven (7) days of such email being sent, payments will be sent via check to the physical address in the Settlement Administrator’s records. To this end, class members should notify the Settlement Administrator of any changes in their physical addresses.

8. How much will my cash payment be?

Using the billing data CPAY produced in this case, Plaintiffs’ data expert has calculated each class member’s purported damages based on Plaintiffs’ claims and the challenged fees/practices at issue. Using these calculations and based on each class member’s *pro rata* share of the total purported damages as calculated by Plaintiffs’ data expert, the settlement administrator will allocate to each class member its *pro rata* share of the “net settlement amount.” “Net settlement amount” means the portion of the \$84 million settlement amount that remains after deducting costs of notice and administration and the amount the court authorizes for attorneys’ fees and expenses of the class counsel, service awards to the class representatives, and any taxes paid.

You can find out more detail about the formula by reading the settlement agreement and Exhibit 1 to it at www.centralpaymentclassaction.com. In addition, as described in an answer to the previous question, current customers and former customers who file a timely and valid claim may receive an additional amount depending on the value of former customer claims that are timely filed.

The individual payments to class members will vary based on how much each class member was assessed by CPAY as a result of the challenged fees/practices at issue in the case. The actual amount of each class member payment will not be calculated until all the necessary information is available.

HOW TO GET A PAYMENT

9. How can I get a payment?

Current customers will automatically receive a payment. When the payments are ready for distribution, current customers will be sent an email by the Settlement Administrator that provides an option to receive payment electronically via PayPal or Venmo. For those customers without email addresses in the Settlement Administrator’s records and those customers that do not elect to receive their payment electronically via PayPal or Venmo within seven (7) days of such email being sent, payments will be sent via check to the physical address in the Settlement Administrator’s records. To this end, current customers should notify the Settlement Administrator of any changes in their physical addresses. It is not necessary for current customers to file a claim in order to receive a payment.

Former customers must validly complete and submit a simple claim form to qualify for a payment. The claim form asks former customers to attest that they are in the class and to provide their current contact information. You can fill out the claim form at www.centralpaymentclassaction.com using the unique identification number set forth on the email or postcard notice you received. Alternatively, you can download a claim form from the website or by calling the settlement administrator at XXX-XXX-XXXX and then complete and return the claims form to the settlement administrator electronically through the website or by mail at ADDRESS. Former customers must submit their claim online, send it electronically through the website, or mail it no later than CLAIMS DEADLINE. Late claims will not be accepted. When the payments are ready for distribution, former customers that filed a valid and timely claim will be sent an email by the Settlement Administrator that provides an option to receive payment electronically via PayPal or Venmo. For those customers without email addresses in the Settlement Administrator’s records and those customers that do not elect to receive their payment electronically via PayPal or Venmo within seven (7) days of such email being sent, payments will be sent via check to the physical address in the Settlement Administrator’s records. To this end, former customers should include their current contact information on their claim form and notify the Settlement Administrator of any subsequent changes in their contact information.

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

10. When will I get the settlement benefits for which I am eligible?

The court will hold a hearing on **FINAL APPROVAL DATE** to decide whether to approve the settlement. If the court approves the settlement, there may be appeals, which could take more than a year to resolve. Cash payments to class members will be made after the settlement is finally approved and any appeals or other required proceedings have been completed. You may visit www.centralpaymentclassaction.com for updates on the progress of the settlement. Please be patient.

11. What am I giving up to get a settlement benefit or remain in the class?

Unless you exclude yourself from the settlement, you cannot sue CPAY or be part of any other lawsuit against CPAY about the issues this settlement resolves. You will also be bound by all of the court’s decisions and the release contained in the settlement. The specific claims you will be giving up against CPAY are described in Section X of the settlement agreement. Read it carefully. The settlement agreement is available at www.centralpaymentclassaction.com.

If you have any questions, you can talk to the lawyers representing the class, who are called “class counsel.” Their names are listed below. You will not be charged to talk to class counsel. Or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

If you want to keep your rights to sue (or continue to sue) CPAY based on the claims this settlement resolves, you must take steps to exclude yourself from the settlement class (see Questions 12-14).

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How can I exclude myself from the settlement?

To exclude yourself from the settlement, or “opt out,” you must send a letter by U.S. Mail that includes:

- The name of this proceeding (*Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*);
- Your full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the letter requesting exclusion from the class; and
- Your signature.

You must mail your completed letter, postmarked no later than **OPT-OUT DEADLINE**, to:

ADDRESS

If you ask to be excluded, you will not get any benefits under this settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) CPAY in the future. You cannot both exclude yourself from the settlement and object to the settlement. If you seek to exclude yourself and object, you will be deemed to have excluded yourself.

13. If I don’t opt out, can I sue CPAY for the same thing later?

No. Unless you exclude yourself from the settlement, you give up any right to sue CPAY for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this class to continue your own lawsuit. Remember, the exclusion deadline is **OPT OUT DEADLINE**.

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

14. If I exclude myself, can I get benefits from this settlement?

No. If you are a current customer and exclude yourself, you will not receive a payment. If you are a former customer and exclude yourself, do not send in a claim form asking for a payment.

THE LAWYERS AND MERCHANTS REPRESENTING YOU

15. Do I have a lawyer in the case?

Yes. The court appointed to represent you and other members of the class the following lawyers: Tyler Hudson, Eric Barton, and Melody Dickson of Wagstaff & Cartmell, LLC in Kansas City, Missouri; and Adam Webb and Matt Klase of Webb, Klase & Lemond, LLC in Atlanta, Georgia. 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.

16. How will the lawyers be paid?

You will not be asked to pay any of the lawyers’ fees or expenses. The lawyers representing the class, who have not yet received any payment for their time or the expenses they have incurred, intend to ask the court to pay them up to one-third of the settlement amount to compensate them for their time and the financial risk that they took when they agreed to represent the Plaintiffs on a contingent basis and agreed that they would get paid only if the lawsuit obtained a recovery. In addition, the lawyers intend to ask the court to reimburse them for all of the reasonable expenses they have incurred while prosecuting the litigation. CPAY has agreed not to object to these requests provided the court authorizes fees of no more than one-third of the settlement amount. The court will determine the amount the lawyers will receive at the final approval hearing on **FINAL APPROVAL HEARING DATE**. The lawyers’ fees and expenses approved by the court will be paid from the settlement fund.

17. Will the class representatives get anything?

The class is represented by the two merchants who brought the case, Custom Hair Designs by Sandy, LLC and Skip’s Precision Welding, LLC. In addition to the benefits the class representatives will receive as members of the class, class counsel intend to ask the court to pay service awards of up to \$15,000 to each of these merchants to compensate them for the efforts and risk they took on behalf of the class. CPAY has agreed not to oppose the request. The service awards approved by the court will be paid from the settlement fund. The court will determine the amount of the service awards at the final approval hearing on **FINAL APPROVAL HEARING DATE**.

OBJECTING TO THE SETTLEMENT

18. How do I tell the court I don’t like the settlement?

If you are a class member, you can object to the settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the court should not approve it. The court will consider your views. If you object to the settlement and seek to exclude yourself, you will be deemed to have excluded yourself and your objection will not be considered.

To object, you must do so in writing and serve the objection on the court, class counsel, and the lawyers for CPAY at the addresses set forth below: Your objection must include:

- The name of this proceeding (*Custom Hair Designs by Sandy, LLC, et al. v. Central Payment Co., LLC*);
- Your full name, address, and phone number;
- A written statement of your objections, as well as the specific reason for each objection, and any legal or factual support you wish to bring to the court’s attention;
- Any evidence or other information you wish to introduce in support of your objections;
- A statement of whether you or your counsel intends to appear and argue at the final approval hearing;

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

- Evidence or other information showing that you are a member of the class;
- Four dates before the final approval hearing when you will be available to be deposed by the lawyers for the parties; and,
- **All other information specified in the court’s preliminary approval order** (available on the settlement website, www.centralpaymentclassaction.com)

If you hire a lawyer to represent you in preparing a written objection or appearing at the final approval hearing, your lawyer must provide additional information as specified in the preliminary approval order.

File your objection electronically with the court or mail the objection to these places, postmarked no later than **OBJECTION DEADLINE**:

Court	Class Counsel	Defense Counsel
Denise Lucks Clerk of the Court USDC, District of Nebraska 111 South 18th Plaza Suite 1152 Omaha, NE 68102	Tyler Hudson, Esq. Eric Barton, Esq. Melody Dickson, Esq. WAGSTAFF & CARTMELL, LLP 4740 Grand Avenue, Suite 300 Kansas City, MO 64112 E. Adam Webb, Esq. Matthew C. Klase, Esq. WEBB, KLASE & LEMOND, LLC 1900 The Exchange, S.E., Suite 480 Atlanta, GA 30339	Jonathan R. Chally, Esq. COUNCILL, GUNNEMANN & CHALLY LLC 1201 Peachtree Street N.E. Building 400, Suite 100 Atlanta, GA 30361-3507 David L. Balsler, Esq. Brandon R. Keel, Esq. KING & SPALDING LLP 1180 Peachtree Street NE Atlanta, GA 30309-3521

19. What is the difference between objecting and excluding/opting out?

Objecting is simply telling the court that you don’t like something about the settlement. You can object to the benefits provided by the settlement or other terms of the settlement only if you stay in the class. Excluding yourself or “opting out” is telling the court that you don’t want to be included in the settlement. If you exclude yourself, you have no basis to object to the settlement because the settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The court will hold a final approval hearing on **FINAL APPROVAL HEARING DATE** at **TIME** in Courtroom # before the Honorable Senior Judge Joseph F. Bataillon, United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, Nebraska 68102. This hearing date and time may be moved. Please refer to the settlement website, www.centralpaymentclassaction.com, for notice of any changes.

At the final approval hearing, the court will consider whether the settlement is fair, reasonable, and adequate; how much class counsel will receive for fees and expenses; whether to approve service awards to the class representatives; and any other appropriate matters. If there are objections, the court also will consider them. The court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the final approval hearing, the court will decide whether to approve the settlement. There is no deadline by which the court must make its decision.

21 Do I have to attend the hearing?

No. Class counsel will answer questions the court may have. You are welcome, however, to come at your own

Questions? Call 1-XXX-XXX-XXXX toll free, or visit www.centralpaymentclassaction.com

expense. If you submit a written objection, you do not have to come to the court to talk about it. As long as you submitted your written objection on time, the court will consider it. You may also pay your own lawyer to attend, but it is not necessary. If you or your own lawyer want to speak at the hearing, you must file a notice of intention to appear and provide the other information required by the preliminary approval order.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a class member and do nothing, you will remain a part of the class and will not be able to sue CPAY about the claims being resolved through the settlement. If you are a current customer, you will automatically receive the cash payment to which you are entitled. If you are a former customer, you will receive nothing unless you file a claim.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the settlement. More details are in the settlement agreement itself. You can get a copy of the settlement agreement at www.centralpaymentclassaction.com, from the settlement administrator by calling toll-free XXX-XXX-XXXX, or by writing to CPAY Settlement, c/o ADDRESS. The status of the settlement will be posted on the settlement website.

Please do not contact the court with questions about the settlement.

EXHIBIT 4

3. The Court hereby preliminarily approves the Settlement and the terms embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). Notably, the Court has already certified that the Class met the requirements of Fed. R. Civ. P. 23(a) and (b)(3) (Dkt. 142), a finding which has been affirmed by the Eighth Circuit. *Custom Hair Designs by Sandy, LLC v. Central Payment Co., LLC*, 984 F.3d 595 (8th Cir. 2020). The Court further finds that it will likely be able to approve the Settlement under Fed. R. Civ. P. 23(e)(2).

4. The Court further finds that Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the Class. The Court also finds that the Settlement is the product of arm's length negotiations by the Parties and comes after significant litigation—including several litigated dispositive motions and an appeal—and voluminous investigation, discovery, and expert analysis.

5. The Court preliminarily finds that the relief provided—a settlement fund of up to \$84 million (and in no event less than \$58.8 million), covering payments to Class members, notice and administration costs, Class Counsel's attorneys' fees and expenses, and service awards to Plaintiffs—is fair, reasonable, and adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal, the alleged harm to Class members, and the proposed method of distributing payments to the Class (i.e., with current customers receiving a cash payment automatically and former customers receiving a cash payment if they submit a simple claim form).

6. The Court preliminarily finds that the Settlement treats the Class members equitably relative to each other, and that the proposed allocation of settlement funds to Class members is reasonable and fair, and is appropriately designed to ensure Class member payments correspond to their *pro rata* share of their alleged individual damages, as calculated by Plaintiffs'

expert Arthur Olsen. The Court will assess Class Counsel’s request for attorneys’ fees and expenses after receiving a motion from Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses to be paid from the settlement fund creates no reason not to direct notice to the Class.

7. The Court also preliminarily finds that the Settlement is fair, reasonable, and adequate after considering the criteria set forth in Fed. R. Civ. 23(e), as well as the criteria established by precedent, namely: (1) the merits of Plaintiffs’ case, weighed against the terms of the Settlement; (2) Defendant’s financial condition; (3) the complexity and expense of further litigation; (4) the amount of opposition to the Settlement; (5) the procedural fairness to ensure the Settlement is “not the product of fraud or collusion (*In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 931 (8th Cir. 2005)); (6) the experience and opinion of counsel on both sides; (7) whether the Settlement resulted from arm’s length negotiations (*DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1178 (8th Cir. 1995)); and (8) the timing of the Settlement, including the extent and breadth of discovery (*City P’ship Co. v. Atl. Acquisition Ltd. P’ship*, 100 F.3d 1041, 1043 (1st Cir. 1996)).

8. The Court affirms its prior certification of the Class, pursuant to Fed. R. Civ. P. 23(a), 23(b)(3), and 23(e), consisting of:

All of CPAY’s customers that, from January 1, 2010, to October 31, 2020 (a) were assessed the TSSNF Fee (a/k/a TSYs Network Fee); (b) were assessed the PCI Noncompliance Fee; (c) had their contractual credit card discount rates increased above their contractual rate by CPAY; and/or (d) had credit card transactions shifted by CPAY from lower-cost rate tiers to higher-cost rate tiers.

9. The Court reaffirms that the Class, as defined above, meets the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3)—namely, that (a) the Class members

are sufficiently numerous such that joinder is impracticable; (b) there are common questions of law and fact; (c) Plaintiffs' claims are typical of those of the Class members; (d) Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Class members; and (e) Class meets the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

10. The Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

11. The Court reappoints Plaintiffs Custom Hair Designs by Sandy, LLC and Skip's Precision Welding, LLC as Class Representatives for the Class.

12. The Court reappoints Wagstaff & Cartmell, LLP and appoints Webb, Klase & Lemond, LLC as Class Counsel for the Class.

13. The Court hereby appoints Epiq Systems, Inc. as settlement administrator and directs it to carry out all duties and responsibilities of the settlement administrator as specified in the Settlement and herein.

Notice Program

14. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed notice program set forth at section VI of the Settlement, including the form and content of the proposed forms of class notice attached as Exhibits 2A – 2D and 3 to the Settlement and the proposed procedures for Class members to exclude themselves from the Class or object. The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes direct notice to Class members sent via email and/or first class U.S. Mail; a settlement website (at the URL, www.centralpaymentclassaction.com) where Class members can view the full settlement

agreement, the detailed long-form notice, and other key case documents, and former customers can electronically submit claims; and a toll-free telephone number where Class members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the notices are adequate and will give the Class members sufficient information to enable them to make informed decisions as to the Settlement, including whether to object, whether to opt out, and whether to submit a claim (for former customers only). The Court finds that the notice clearly and concisely states in plain, easily understood language, *inter alia*: (a) the nature of this case; (b) the definition of the Class; (c) the class claims and issues; (d) that a Class member may enter an appearance through an attorney if the member so desires; (e) that the Court will exclude from the Class any member who timely and validly requests exclusion; (f) the time and manner for requesting exclusion; and (g) the binding effect of a class judgment on Class members under Rule 23(c)(3).

15. The Court directs the settlement administrator and the Parties to implement the notice program as set forth in the Settlement.

16. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, CPAY shall work with the settlement administrator (at its own cost) to promptly provide written notice of the proposed Settlement to the appropriate authorities.

17. Within ten (10) days following entry of this Order, CPAY shall provide to the settlement administrator any updates to Class member contact information that has occurred since it last produced such information as well as a delineation of which Class members are current customers and which are former customers.

18. No later than thirty (30) days following entry of this Order (the “notice deadline”), the settlement administrator shall send direct notice to the Class members, in conformance with the terms of the Settlement and substantially in the forms attached as Exhibits 2A-2D to the Settlement, by email or postcard, as applicable. If a Class member’s individual notice is returned as undeliverable at least seven days prior to the opt-out deadline, the settlement administrator shall use reasonable efforts to locate an updated mailing address for the Class member and, if an updated address is identified, re-mail the notice to their address as updated.

19. The settlement administrator shall maintain the settlement website—which shall include the long-form notice substantially in the form attached as Exhibit 3 to the Settlement and otherwise be in conformance with the terms of the Settlement—and a toll-free number that Class members can call for additional information.

20. No later than fourteen (14) days before the final approval hearing, the settlement administrator shall provide to Class Counsel for filing a declaration confirming that the notice program has been implemented in accordance with the Settlement and this Order (including CAFA notice) and providing a final list of persons who submitted timely and valid requests for exclusion from the Class.

Claims Procedure

21. The Court approves the form and content of the proposed claim form, in the form attached as Exhibit 2D to the Settlement, approves the proposed process and methods set forth in the Settlement for former customers to submit claims, and directs the Parties and the settlement administrator to implement the claims process pursuant to the terms of the Settlement.

22. Class members that are former customers must submit a valid claim form by the claims deadline in order to receive a settlement payment pursuant to the Settlement.

Opt-Out and Objection Procedures

23. Class members may exclude themselves from the Class by mailing to the settlement administrator (at the address listed in the long-form notice) a written request for exclusion that is postmarked no later than sixty (60) days after the notice deadline (the “opt-out deadline”). To be effective, the request for exclusion must include: the case name and/or number; the identity of the individual or entity requesting to be excluded; a statement that such individual or entity has chosen to opt-out or exclude itself from the Class; and the name, address, position, and signature of the individual who is acting on behalf of the individual or entity. Mass or class opt outs shall be void. Any Class member who does not opt out of the Class in the manner described in this paragraph shall be deemed to be part of the Class upon expiration of the opt-out deadline, and shall be bound by all subsequent proceedings, orders, and judgments in this case. The settlement administrator shall provide copies of all timely and valid requests for exclusion to Class Counsel and CPAY’s counsel.

24. Any Class member that does not submit a timely and valid request for exclusion shall have the right to object to the proposed Settlement and/or to Class Counsel’s motion for attorneys’ fees, expenses, or service awards. To be considered valid, an objection must be filed electronically with the Court or mailed to the Clerk of the Court (at the address listed in the long-form notice) and also mailed to Class Counsel and CPAY’s counsel (at the addresses listed in the long form notice). For an objection to be considered by the Court, the objection must be filed or postmarked no later than sixty (60) days after the notice deadline (the “objection deadline”), and must set forth the following: (a) the name of and case number for the action; (b) the objector’s full name, address, and telephone number; (c) an explanation of the basis upon which the objector claims to be a Class member; (d) all grounds for the objection, including copies of any

papers, exhibits or other evidence that the objecting Class member will present to the Court in connection with the final approval hearing; (e) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) 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 or fee application; (g) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (i) the identity of all counsel representing the objector who will appear at the final approval hearing; (j) a statement confirming whether the objector intends to personally appear and/or testify at the final approval hearing; (k) at least four dates that the objector will be available to be deposed before the Final Approval Hearing by Class Counsel and Defendant's counsel and the location where the objector will be available; (l) if the objector is represented by an attorney who intends to seek fees and expenses from anyone other than the objectors he or she represents, the objection should also include a description of the attorney's legal background and prior experience in connection with class action litigation; the amount of fees sought by the attorney for representing the objector and the factual and legal

justification for the fees being sought; a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and the attorney's hourly rate; and (m) the objector's signature (an attorney's signature is not sufficient).

25. Any Class member that does not make an objection in the manner provided in the preceding paragraph shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the final approval hearing or otherwise, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement or to Class Counsel's request for attorneys' fees, expenses and/or service awards. Any Class member that objects to the Settlement shall nevertheless be entitled to all benefits of the Settlement if it is approved and becomes final.

26. The settlement administrator shall promptly after receipt provide copies of any objections, including any related correspondence, to Class Counsel and CPAY's counsel.

Final Approval Hearing

27. The Court will hold a final approval hearing on _____, 2022 at _____ (Central time), in courtroom _____, at the United States District Court for the District of Nebraska, 111 S. 18th Plaza, Omaha, Nebraska 68102. At the final approval hearing, the Court will, among other things: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (b) determine whether judgment should be entered pursuant to the Settlement, dismissing this action with prejudice and releasing all released claims; (c) determine whether the Court's prior certification of the Class should be reaffirmed; (d) rule on Class Counsel's motion for attorneys' fees, expenses, and service awards; (e) consider any properly filed objections; and (f) consider

any other matters necessary in connection with the final approval of the Settlement.

28. By no later than thirty (30) days before the opt-out deadline and objection deadline, Plaintiffs and Class Counsel shall file their: (a) motion for final approval of the Settlement; and (b) motion for attorneys' fees, expenses, and service awards. Promptly after they are filed, these documents shall be posted on the settlement website.

29. By no later than fourteen (14) days before the final approval hearing, the Parties shall file any responses to any Class member objections and any replies in support of final settlement approval and/or in support of Class Counsel's motion for attorneys' fees, expenses, and service awards.

30. The Court may, in its discretion, modify the date and/or time of the final approval hearing, and may order that this hearing be held remotely or telephonically. In the event the Court changes the date, time, and/or the format of the final approval hearing, the Parties shall ensure that the updated information is posted on the settlement website.

31. Only Class members who have submitted timely and valid objections, in accordance with the requirements of this Order, may be heard at the final approval hearing.

32. If the Settlement, including any amendment made in accordance therewith, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (a) any obligations to pay for any expense incurred in connection with notice and administration as set forth in the Settlement, and (b) any other obligations or provisions that are expressly designated in the Settlement to survive the termination of the Settlement. In the event of a termination, section XII of the Settlement shall apply, including,

but not limited to, the Parties shall return to the *status quo ante* in the action as if the Parties had not entered into the Settlement, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the Court will reset the action for trial.

33. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, all proceedings in this action are hereby stayed and suspended until further order of this Court.

34. Pending final determination of whether the Settlement should be finally approved, Plaintiffs and all Class members are barred and enjoined from filing, commencing, prosecuting, or enforcing any action against the Released Parties insofar as such action asserts Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is necessary to protect and effectuate the Settlement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

35. This Order, the Settlement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against CPAY or any of the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in this action; (b) any liability, negligence, fault, or wrongdoing of CPAY or the Released Parties; (c) the propriety of maintaining this action as a class action for purposes other than settlement; or (d) the propriety of certifying a class in any other action.

36. The Court retains jurisdiction over this action to consider all further matters arising out of or connected with the Settlement, including enforcement of the releases provided for in the Settlement.

37. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement according to its terms should it be finally approved.

38. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Order, including non-material modifications to the exhibits to the Settlement.

39. The following chart summarizes the dates and deadlines set by this Order:

Last day for CPAY to provide the settlement administrator with updated class data	10 days after entry of preliminary approval Order
Notice deadline	30 days after entry of the preliminary approval Order
Last day for Plaintiffs and Class Counsel to file motion for final approval of the Settlement and motion for attorneys’ fees, expenses, and service awards	60 days after entry of the preliminary approval Order
Opt-out/objection deadline	90 days after entry of the preliminary approval Order
Last day for the Parties to file any responses to objections and any replies in support of final settlement approval and/or application for fees, expenses, and service awards	14 days before final approval hearing
Final approval hearing	_____, 2022, : __ a.m./p.m. [120 to 130 days after entry of the preliminary approval Order]
Claims deadline	150 days after entry of the preliminary approval Order

IT IS SO ORDERED, this the ____ day of March, 2022.

 JOSEPH F. BATAILLON
 SENIOR UNITED STATES DISTRICT JUDGE