

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
WITHIN AND FOR THE STATE OF OKLAHOMA**

CARMEN JOHNSON, on behalf of herself and her minor children **A.J.** and **H.J.**, **AMY KELLER**, on behalf of herself and her minor children **V.K. (1)** and **V.K. (2)**, **SARA LOVELESS**, on behalf of her minor children **S.L.** and **N.L.**, and **SARAH OSGOOD**, on behalf of herself and her minor child **S.O.**, together on behalf of themselves and all other similarly situated individuals,

Plaintiffs,

v.

PAYCOM PAYROLL, LLC,

Defendant.

Case No. CJ-2023-4763

Judge: Honorable Judge Brent Dishman

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC 13 2024

RILEY WARREN
COURT CLERK

107 _____

**FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, on October 24, 2024, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on August 9, 2024, the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to 12 O.S. § 2023 and certified the class; (3) appointed Plaintiffs as settlement Class Representatives; (4) appointed William B. Federman and Kennedy M. Brian of Federman & Sherwood as settlement Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim process and Claim Form; and (7) set the Final Fairness Hearing;

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct Postcard Notice, and Publication Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on December 13, 2024, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Action, including Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.
3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.
4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the 12 O.S. § 2023(C) factors, highlighted by evidence that: (A) the settlement Class Representatives and settlement Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's length among competent, experienced

counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the parties and other interested persons, including any objections filed with the Court, the settlement proposed by the parties is fair, reasonable, and adequate. The terms of and provisions of the Agreement were the product of a good faith arms-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money and effort to the Court and the parties, and will further the interests of justice.

6. No individuals opted-out nor objected to the Settlement.

7. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The settlement Class Representatives and settlement Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the

Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. Pursuant to 12 O.S. § 2023(C), the Court finds that Class Representatives Carmen Johnson, Amy Keller, Sara Loveless, and Sarah Osgood are members of the Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Class throughout the proceedings in the Action. The appointment of Plaintiffs as the settlement Class Representatives is therefore affirmed.

13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement and thus the appointment of William Federman and Kenney Brian of Federman & Sherwood as settlement Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of 12 O.S. §§ 2023(A) and (B) and for purposes of the settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether Paycom was negligent regarding its handling of Plaintiffs' personal information. The Class Representatives' claims are typical of, indeed identical to, those of the Class, as the Class Representatives had their private information accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent

to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to 12 O.S. § 2023(C) the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose personal information was accessed or acquired in the Data Incident.

The Settlement Class excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

16. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

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.

19. Pursuant to 12 O.S. § 2023(G), the settlement Class Counsel is awarded **\$275,000.00** for attorneys' fees, expenses and costs. The Attorneys' Fees and Costs shall be paid by Paycom separate and apart from the Aggregate Cap. Class Counsel initiated the Action on behalf of Plaintiffs and acted to protect the Class. Their efforts have produced the Agreement entered into in good faith that provides a fair, reasonable, adequate, and certain results for the Class. Class Counsel is entitled to reasonable attorneys' fees and reimbursement of expenses for their work. These attorneys' fees, expenses and costs shall be paid by Paycom apart from the Aggregate Cap.

20. The Settlement Class Representatives shall be awarded Service Awards in the amount of **\$8,000.00** total (\$2,000.00 each). The Service Awards shall be paid by Paycom separate and apart from the Aggregate Cap.

21. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

22. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this

Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

24. Pursuant to 12 O.S. § 2023(C), all persons who satisfy the Class Definition above shall be bound by this Order.

25. None of the settlement, this Order, nor the fact of the settlement constitutes any admission by any of the parties of any liability, wrongdoing, or violation of the law, damages, or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action.

26. The Court finds that no reason exists for delay in ordering final judgment pursuant to 12 O.S. § 681 and hereby directs the Clerk to enter this Order forthwith.

27. The Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this 13th day of December, 2024.

C BRENT DISHMAN
HONORABLE C. BRENT DISHMAN

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

DEC 13 2024

RICK WARREN COURT CLERK
Oklahoma County
Rick Warren