

AGREEMENTS  
MODIFYING THE  
PREVIOUSLY  
SUBMITTED  
SETTLEMENT  
AGREEMENTS

## AGREEMENT

Plaintiffs Penny Davidi Borsuk, David Coulter, Todd Carpenter, Lori Myers and Dan Golka (collectively, “Plaintiffs”) and Defendant 3M Company (“3M”), by and through their counsel, agree that the Settlement Agreement is hereby modified as follows:


1. Section 14.01 is replaced with the following language:

**14.01 Released Claims.** Upon the Effective Date, Plaintiffs and each Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents (“Releasing Parties”), hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Plaintiffs and the Settlement Class Members further agree that they will not institute against the Released Parties any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims. The release does not apply to members of the Settlement Class who opt out of the Settlement by submitting a valid and timely Request for Exclusion. “Released Claims” means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorneys’ fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of or in any way related to: (1) claims that were asserted in this Litigation; or (2) claims that could have been asserted in this Litigation based on the same operative facts, including but not limited to claims relating to any of the following: toll administration or enforcement, penalty imposition or enforcement, or the receipt, use or transmission of personal information. Releasing Parties also release any claim against Released Parties as well as TCA, OCTA, BRiC TPS, LLC, Cofiroute USA, LLC, any other person or entity who provides information to the Class Administrator pursuant to the Preliminary Approval Order, and any of their respective officers,

agents, employees and attorneys, asserting that compliance with the obligations imposed by this Settlement Agreement, the Preliminary Approval Order, and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the use or disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement.


DATED: December 28, 2020

FAEGRE DRINKER BIDDLE & REATH LLP

By   
\_\_\_\_\_  
Aaron D. Van Oort  
Attorney for Defendant 3M Company


DATED: December 28, 2020

SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP

By   
\_\_\_\_\_  
Helen I. Zeldes  
Co-Lead Class Counsel

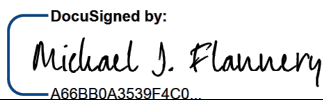
DATED: December 28, 2020

LINDEMANN LAW FIRM, APC

By   
\_\_\_\_\_  
Blake J. Lindemann  
Co-Lead Class Counsel

DATED: December 28, 2020

CUNEO GILBERT & LADUCA LLP

By   
\_\_\_\_\_  
Michael J. Flannery  
Co-Lead Class Counsel

**AGREEMENT**

Plaintiffs Penny Davidi Borsuk, David Coulter, Ebrahim Mahda, Todd Quarles, Todd Carpenter, Lori Myers, and Dan Golka (collectively, “Plaintiffs”) and Defendants Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon (collectively “TCA Defendants”) and BRiC-TPS, LLC (“BRiC”), by and through their counsel, agree that the Settlement Agreement is hereby modified as follows:

1. Section 15.01 is replaced with the following language:

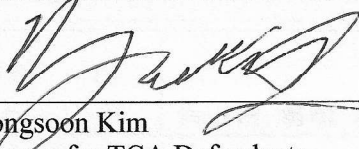
**15.01 Released Claims.** Upon the Effective Date, Plaintiffs and each Final Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, and agents (“Releasing Parties”), hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Plaintiffs and the Final Settlement Class Members further agree that they will not institute or maintain any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims as against the Released Parties. The release does not apply to members of the Settlement Class who opt out of the Settlement by submitting a valid and timely Request for Exclusion. “Released Claims” means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorneys’ fees (except as provided for in the Class Settlement and ordered by the Court in accordance with this Agreement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, suspected or unsuspected, had or has now or as of the Effective Date as against the Released Parties, asserted or unasserted, arising out of or in any way related to: (1) claims that were asserted in this Litigation; or (2) claims that could have been asserted in this Litigation based on the same operative facts, including but not limited to claims relating to any of the following: toll administration or enforcement, penalty imposition or enforcement, or the

receipt, use or transmission of personal information. Releasing Parties also release any claim against Released Parties as well as 3M Company, OCTA, Cofiroute USA, LLC, any other person or entity who provides information to the Class Administrator pursuant to the Preliminary Approval Order, and any of their respective officers, agents, employees and attorneys, asserting that compliance with the obligations imposed by this Settlement Agreement, the Preliminary Approval Order, and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement. Notwithstanding the foregoing, a Final Settlement Class Member who receives consideration by way of cash or forgiveness, does not waive the right to pursue the Administrative Review process to dispute whether they are the owner of the vehicle in question to the extent the Final Settlement Class Member possesses such right.

DATED: December 23, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

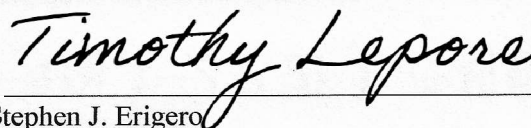
By

  
Hyongsoon Kim  
Attorney for TCA Defendants

DATED: December 28 2020

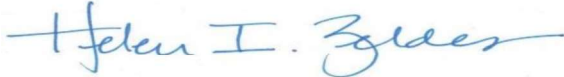
ROPERS MAJESKI KOHN & BENTLEY PC

By

  
Stephen J. Erigero  
Attorney for Defendant BRiC


DATED: December 28, 2020

SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP

By   
Helen I. Zeldes  
Co-Lead Class Counsel

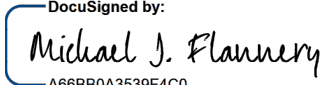
DATED: December 28, 2020

LINDEMANN LAW FIRM, APC

By   
Blake J. Lindemann  
Co-Lead Class Counsel

DATED: December 28, 2020

CUNEO GILBERT & LADUCA LLP

By   
Michael J. Flannery  
Co-Lead Class Counsel