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12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

14 IN RE: TOLL ROADS LITIGATION

Case No: 8:16-cv-00262-ODW(ADSx)

Hon. Otis D. Wright II

15 PENNY DAVIDI BORSUK; DAVID
16 COULTER; EBRAHIM E. MAHDA;
17 TODD QUARLES; TODD
18 CARPENTER; LORI MYERS; DAN
19 GOLKA; and JAMES WATKINS on
20 behalf of themselves and all others
21 similarly situated,

**DECLARATION OF HELEN I.
ZELDES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

22 Plaintiffs,

23 vs.

Date: April 23, 2021

Time: 11:00 a.m.

Location: Judicate West

55 Park Plaza, Suite 400
Irvine, CA 92614

24 Foothill/Eastern
25 Transportation Corridor
26 Agency; San Joaquin Hills
27 Transportation Corridor
28 Agency; Orange County
Transportation Authority;
3M Company; BRiC-TPS LLC;
Rhonda Reardon; Michael
Kraman; Craig Young; Scott
Schoeffel; Ross Chun;
Darrell Johnson; Lori
Donchak; COFIROUTE USA, LLC;
and DOES 3-10; inclusive,

Special Master: Hon. Andrew J. Guilford (ret.)

Defendants.

DECLARATION OF HELEN I. ZELDES

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I, Helen I. Zeldes, declare and state as follows:

1. I am over the age of 18 years and I am competent to make this declaration. I have personal knowledge of the facts as stated in this declaration, or if I rely on business records, I will so personally state. I am a partner at the law firm Schonbrun Seplow Harris Hoffman & Zeldes, LLP, attorneys for Plaintiff and Co-Lead Counsel for the certified Class. I am a member in good standing of the State Bar of California.

2. The facts stated in this declaration are true and based on my own personal knowledge and, if called to testify to them, I would competently do so. As to matters of opinion and belief, I believe them to be true and accurate.

3. I submit this declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement.

4. Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement between Plaintiff Dan Golka (“Plaintiff”) and Defendants Orange County Transportation Authority (“OCTA”), Darrell Johnson, Lori Donchak and Cofiroute USA, LLC (“Cofiroute”) (collectively “Defendants”).

I. HISTORY OF THE LITIGATION

A. COMPLAINT

5. This action was initially filed in California state court on October 2, 2015, and later removed to federal court on February 16, 2016. OCTA and Cofiroute were served after removal. Two additional federal actions were filed against the TCA and 3M Defendants and eventually consolidated into the current litigation in 2016. Motions to Dismiss were granted in part and denied in part on December 20, 2016. Plaintiff filed the operative Corrected First Amended Class Action Complaint on January 19, 2017 (Dkt. 119-1). OCTA answered on February 15, 2017, and Cofiroute answered on March 6, 2017.

1 6. This certified class action involves a class claim under California Streets
2 & Highway Code §31490(a), as well as several other consumer, constitutional and
3 common law claims. To Plaintiff’s knowledge, prior to his action, no claim under
4 Streets & Highway Code §31490(a) had been brought, let alone certified for class
5 treatment. In that respect, this case was truly one of first impression. The claims at
6 issue required significant research, involved novel arguments and were vigorously
7 opposed by Defendants’ counsel at every step of the litigation.

8 **B. DISCOVERY**

9 7. Based on the novelty, complexity, and issue of first impression
10 concerning §31490(a), discovery too necessarily required the evaluation of many
11 novel legal issues. Further, Plaintiff retained a forensics consulting expert to help
12 understand the technical aspects of Defendants’ PII practices, which involved the
13 transmission of significant amounts of data from complex databases, information
14 processing between entities, roadside servers, and server rooms. The parties engaged
15 in extensive discovery, including review of over 500,000 pages of documents,
16 depositions of more than 34 witnesses, expert discovery, and a physical site-
17 inspection of the computerized database and software system maintained by
18 Cofiroute on behalf of OCTA. Discovery took place over the course of two years.
19 Several defendants sought financial information from the Plaintiff, including his cell
20 phone records and bank account information. Third party subpoenas were issued to
21 15 parties, and depositions of several of those third parties were also taken.

22 **C. MOTION PRACTICE**

23 8. All told, OCTA and Cofiroute filed or joined in 10 case dispositive
24 motions in these proceedings, including several summary judgment motions, a
25 motion to decide key questions, motions for judgment on the pleadings, motions to
26 dismiss, and other motions. (*See* Dkt. Nos. 25, 41, 70, 150, 156, 205, 418, 422, 520,
27 527.) Many of the issues raised in each of these motions constituted issues of first
28 impression.

1 **D. CLASS CERTIFICATION**

2 9. Plaintiff’s Motion for Class Certification was filed on April 27, 2018
3 and fully briefed over the course of the next two months, leading to a full class
4 certification hearing before this Court on July 31, 2018. Class certification involved
5 expert proof for damages, a significant evidentiary volume, and further issues of first
6 impression. The Court certified a class based on claims under § 31490 (“Privacy
7 Class”) and amended the class definition a few months later, but declined to certify
8 any other claims. Defendants 3M and TCA filed a motion for reconsideration, which
9 the Court denied. 3M then filed a petition seeking permission to appeal the Class
10 Certification Order in the Ninth Circuit, which OCTA and Cofiroute joined. That
11 petition was denied in April of 2019. After the Class Certification Order, Plaintiff
12 filed a motion for approval of a Privacy Class notice plan. However, the case was
13 stayed pending 3M’s petition while the parties pursued mediation and, therefore,
14 there wasn’t a hearing or ruling on the motion and notice of the Class Certification
15 Order wasn’t given to the Privacy Class.

16 **E. RULING ON KEY QUESTIONS**

17 10. Over the course of the litigation, Defendants suggested to the Court that,
18 with respect to certain issues concerning elements of the § 31490 claim, resolution of
19 particular “key questions” would help the parties resolve the matter. After two
20 mediations were unsuccessful in resolving the case, and following denial of 3M’s
21 petition, Defendants filed their motion to determine key questions on June 10, 2019
22 (“Key Questions Motion”), and the parties briefed the motion. The Court withheld its
23 ruling on the matter for several months, which provided an impetus for further
24 settlement negotiations. Plaintiffs reached settlements in principle with TCA and 3M
25 before the ruling was issued, but despite good faith continuing efforts, were not able
26 to reach an agreement with OCTA and Cofiroute.

27 11. On January 17, 2020, the Court issued its ruling on the Key Questions
28 Motion. In its ruling, the Court found that certain types of transmissions for

1 interoperability and/or collection and enforcement of toll and toll violation penalties
2 did not violate § 31490. [Dkt. No. 566] Specifically, the Court found in favor of
3 Defendants on the merits of the claims asserted by the Interoperability, DMV and Car
4 Rental Subclasses. With regard to the Debt Collection Subclass, the Court found that
5 providing information to a third-party collection agency to collect unpaid delinquent
6 tolls and penalties is permitted by § 31490, but that insufficient information had been
7 presented as to what specific information is provided and whether that information is
8 reasonably necessary for enforcement and collection purposes.

9 **F. SUMMARY JUDGMENT**

10 12. Defendants sought summary judgment on multiple occasions, requiring
11 extensive briefing each time. Motions for partial summary judgment were first filed
12 in March of 2017, but later withdrawn, only to be renewed in September of 2017.
13 Among other things, at issue in the summary judgment motions were Plaintiff's
14 claims under § 31490, which became the focus of the litigation.

15 13. On January 12, 2018, the Court granted Defendants summary judgment
16 on the portion of Plaintiff's claim based on alleged violations of the privacy policy
17 but denied the motions without prejudice as to the rest of Plaintiff's claim for
18 improper sharing of PII. Dkt. 297. Discovery continued on the remainder of the
19 claims.

20 14. Defendants' third motions for summary judgment were filed on July 17,
21 2018. The motions, which challenge both the individual claims of the two plaintiffs
22 with claims against OCTA and Cofiroute and privacy claims that were later certified,
23 were fully briefed. But before oral argument was held on the motions, the case was
24 stayed to allow the petition for an appeal of the class certification to be decided and
25 the parties to pursue possible settlement through mediation. There have not been
26 rulings on those summary judgment motions.

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1 **G. MEDIATION**

2 15. The Parties held an unsuccessful full-day mediation with mediator Lynn
3 Frank early in the case. On February 25, 2019, all Plaintiffs and all Defendants
4 participated in a mediation with Robert Kaplan. Hard fought, intensive and arms'
5 length negotiations over the course of a full day did not result in a settlement.
6 Nevertheless, Class Counsel and counsel for Defendants continued to discuss
7 settlement informally. On March 2, 2020, Plaintiff and Defendants participated in a
8 second mediation with Mr. Kaplan. The parties made significant progress toward a
9 resolution, including a conceptual agreement on many of the basic terms of a
10 settlement. Mr. Kaplan submitted a Mediator's Proposal, which was accepted by all
11 of the Parties subject to approval of the OCTA Board of Directors. The settlement
12 was approved by the OCTA Board of Directors on April 27, 2020.

13 **II. THE SETTLEMENT AGREEMENT MERITS PRELIMINARY**
14 **APPROVAL**

15 16. In my judgment, as well as the judgment of my fellow Co-Lead Class
16 Counsel, the proposed settlement represents an excellent result for the Plaintiff and
17 certified Class, and is in all respects fair, reasonable, and adequate.

18 17. Rule 23(e) establishes a two-step process in which the Court first
19 determines whether a proposed class action settlement merits preliminary approval
20 and then, after notice is given to class members, whether final approval is warranted.
21 At final approval, Rule 23 – as amended in 2018 – requires analysis of specific
22 factors: (1) the adequacy of representation by class representatives and class counsel;
23 (2) whether settlement negotiations were arm's length; (3) the adequacy of relief; and
24 (4) the equity of treatment of class members relative to one another. Fed. R. Civ. P.
25 23(e)(2). In addition, amended Rule 23 requires the court: (1) to balance the proposed
26 relief against the cost, risks, and delay of trial and appeal, as well as the effectiveness
27 of the method for distributing relief to the class; and (2) to consider the terms of the
28 attorneys' fees award and any agreements made in connection therewith.

1 18. Preliminary approval, however, is only an initial evaluation of the
2 fairness of the proposed settlement. If the settlement appears to be the product of
3 serious, informed, non-collusive negotiation, has no obvious deficiencies, and does
4 not improperly grant preferential treatment to class representatives or segments of
5 the class, then preliminarily approval should be granted. In my opinion, the
6 Settlement Agreement here readily meets the standard for both preliminary and final
7 approval.

8 19. The Settlement was reached with the assistance of a well-respected
9 mediator, Robert Kaplan, and was completed only after additional, numerous
10 negotiations between both sides.

11 20. The Settlement provides substantial and real benefits to Class Members.
12 Class Members may be eligible to receive cash from the \$1 million Settlement fund
13 or cash equivalents from the penalty forgiveness program totaling \$40 million (total
14 cash and cash equivalents of \$41 million dollars), as well as additional injunctive and
15 programmatic relief. Class Members are treated equitably relative to each other.

16 21. Other facts that support preliminary approval are the risk, expense,
17 complexity and duration of continued litigation. This is a large and complex case
18 interpreting a statute for the first time. Prosecuting this litigation through trial and
19 certain appeals would be lengthy, complex, and impose significant costs on all
20 parties. Continued proceedings necessary to litigate this matter to final judgment
21 would also likely include further substantial motion practice. The Settlement
22 guarantees a substantial recovery for the Class Members now while obviating the
23 need for a lengthy, complex, and uncertain trial. These facts all support preliminary
24 approval of the Settlement.

25 **III. EXPERIENCE OF COUNSEL**

26 22. As the Special Master is aware, from the Motion for Class Certification,
27 my co-counsel and I have extensive experience in complex civil class action litigation.
28 My firm and I are qualified to represent the Plaintiff and proposed class. Attached

1 hereto as **Exhibit 2** is a true and correct copy of my firm's résumé.

2 23. Attached as **Exhibit 3** and **Exhibit 4** are true and correct copies of the
3 resumes of the firms Cuneo Gilbert LaDuca, LLP and Lindemann Law Firm, the other
4 Co-Lead Class Counsel in this litigation. As evidenced by their résumés, both firms
5 are also well qualified to represent the Settlement Class.

6 24. Plaintiff's counsel extensively investigated this case before it was filed.
7 Since its filing, Plaintiff's counsel have prepared a number of complaints, the
8 operative of which is the Corrected First Amended Consolidated Class Action
9 Complaint (Dkt. No. 119-1). Plaintiff's counsel have successfully opposed multiple
10 motions to dismiss, motions for judgment on the pleadings, and motions for summary
11 judgment.

12 25. Since discovery commenced, Plaintiff's counsel have engaged in
13 substantial and time-intensive discovery efforts, including the service of multiple sets
14 of interrogatories, requests for production of documents, requests for admission,
15 prepared for and defended eight Plaintiff depositions, and taken the depositions of
16 over twenty witnesses including witnesses designated by each of the Defendants
17 pursuant to Federal Rule of Civil Procedure 30(b)(6), third party witnesses, and expert
18 witnesses.

19 26. Plaintiff's counsel have also spent hundreds of hours reviewing and
20 analyzing over 500,000 bates-numbered pages, including many reports containing
21 large amounts of data. Plaintiff's counsel have spent additional time preparing
22 responses to Defendants' document requests, interrogatories and requests for
23 admission.

24 27. Plaintiff's counsel also prepared for and attended a site visit to inspect
25 the computerized database and software system maintained by Cofiroute on behalf of
26 OCTA.

27 28. Plaintiff's counsel hired James Sevel, a forensic expert with many years
28 of experience with computer databases similar to the ones that Defendants run.

1 Plaintiff's counsel have spent numerous hours consulting with Mr. Sevel.

2 29. Plaintiff's counsel hired Heather H. Xitco, C.P.A., M.B.A., C.F.F., an
3 experienced accounting and economic damages expert to prepare a damages model
4 for this case. Plaintiff's counsel have spent numerous hours consulting with Ms.
5 Xitco.

6 30. The collective experience of myself and my firm's attorneys, in
7 conjunction with my co-counsel, along with our in-depth knowledge of the facts and
8 law concerning this case, qualifies us to represent the Settlement Class as Class
9 Counsel.

10 **IV. CLASS REPRESENTATIVE'S ADEQUACY**

11 31. The proposed Class Representative, Mr. Golka, has actively participated
12 in the prosecution of this action by: reviewing and approving his original complaint
13 and the Consolidated Complaint; sitting for a full-day deposition; responding to
14 multiple lengthy sets of written discovery including ones that delved into his
15 finances; communicating regularly with class counsel; submitting declarations in
16 opposition to Defendants' motions for summary adjudication; and generally staying
17 informed about the progress of the litigation and acting in the interests of the
18 proposed class. He put his name and reputation on the line for the sake of the Class,
19 and no recovery would have been possible without his critical role. He adequately
20 represented the class members throughout this litigation. He has no interests that
21 conflict with the interest of other class members. Mr. Golka is fully aware of his
22 duties as class representative and is knowledgeable and informed about the claims in
23 this action.

24 32. Mr. Golka is a member of the proposed Settlement Class. He has
25 suffered the same injuries as the rest of the class members: he has had his privacy
26 rights violated by the improper dissemination of his PII to third parties in excess of
27 what was necessary for interoperability, collection or enforcement purposes. He has
28 supported the terms of the Settlement and has expressed his continued willingness to

1 protect the Class until the Settlement is approved and its administration completed.
2 He was not promised, nor conditioned his representation on the expectation of a
3 service award.

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5 I, Helen I. Zeldes, declare under penalty of perjury under the Laws of the United
6 States that the foregoing is true and correct.

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8 Executed this 12th day of April, 2021, in San Diego, California.

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Helen I. Zeldes

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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiff Dan Golka (“Plaintiff” and/or “Class Representative”) for himself and the Settlement Class Members (as defined below) and Orange County Transportation Authority, Darrell Johnson and Lori Donchak (collectively “OCTA”) and Cofiroute USA, LLC (“Cofiroute”) (OCTA and Cofiroute are referred to collectively herein as “Defendants”). Plaintiff and Defendants, the Parties to the Settlement, are referred to collectively in this Settlement Agreement as the “Parties,” and singularly as “Party.”

I. RECITALS

1.01 This Settlement Agreement concerns claims brought in a consolidated action, comprised of two related putative class actions. Dkt. 60. Plaintiff Borsuk filed the first action in the Superior Court of the State of California on October 2, 2015, which was subsequently removed on February 16, 2016 and assigned Case No. 8:16-cv-00262 AG (JCGx). On May 23, 2016, Plaintiff Mahda filed the second action in the Central District of California (the “Court”), assigned Case No. 8:16-cv-00940 AG (KESx), and Plaintiffs Quarles and Carpenter subsequently stipulated on June 10, 2016 to dismiss their separately filed lawsuit and join the *Mahda* action as named plaintiffs. Dkt. 57. On August 9, 2016, the Court consolidated the two actions and captioned the consolidated action as *In Re Toll Roads Litigation*, Case No. 8:16-cv-00262-AG (JCGx) (the “Litigation”). Dkt. 60. Plaintiffs Coulter, Golka, Myers, and Watkins were subsequently added as named plaintiffs in the consolidated action. Dkt. 61.

1.02 The operative Complaint is the Corrected First Amended Consolidated Class Action Complaint (Dkt. 119-1), filed on January 19, 2017 (“Complaint”). The Complaint alleged violations of (i) 42 U.S.C. § 1983 for violation of the 8th and 14th Amendments (excessive fines); (ii) Article I, § 17 of the California Constitution (excessive fines); (iii) 42 U.S.C. § 1983 for violation of the 14th Amendment (due process); (iv) Article I, § 7 of the California Constitution (due process); (v) California Streets and Highways Code § 31490 (“Section

31490”); (vi) Article I, § 1 of the California Constitution (right to privacy); (vii) California Civil Code § 1750 *et seq.*; (viii) California Business and Professions Code § 17200 *et seq.*; and (ix) California Civil Code § 1788 *et seq.*; and (x) a claim for negligence. The Court granted a motion for judgment on the pleadings dismissing plaintiffs’ claim against Defendants under California Civil Code § 1788 *et seq.*, and granted summary judgment dismissing plaintiffs’ claims against OCTA and Cofiroute under 42 U.S.C. § 1983 for violation of the 14th Amendment and Article I, § 7 of the California Constitution (due process), based on the facial validity of their enforcement procedures.

1.03 Plaintiffs filed a motion for class certification on April 23, 2018. Dkt. 349. Plaintiffs moved to certify two classes, a “Penalty Class” for their first, second, third, fourth, seventh, and eighth causes of action, and a “Privacy Class” for their fifth and sixth causes of action. On July 31, 2018, the Court certified a class for plaintiffs’ fifth claim under Section 31490 and appointed Class Counsel. Dkt. 439. The Court issued a modified order on October 3, 2018, correcting references to California Route 71 to California Route 73. Dkt. 501. The Ninth Circuit denied Defendants’ 23(f) petition for permission to appeal the Court’s class certification decision. As to Defendants, the start date of the Class Period is June 29, 2015. *Id.* Notice to the Class has not yet been given under FRCP 23(c). On January 17, 2020, the Court entered an order ruling in favor of Defendants on three of the four Section 31490 claims asserted against them, and reserving judgment on the fourth Section 31490 claim. Dkt 566.

1.04 Defendants deny all material allegations contained in the Complaint. Defendants further contend that the allegations contained in the Complaint are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle all claims alleged in the Complaint on the terms set forth in this Agreement, subject to Court approval.

1.05 This Settlement Agreement resulted from extensive, good faith and arm’s-length settlement negotiations conducted over the course of approximately one-year, including two in-person mediation sessions, an all-day session involving all of the parties to the Litigation held on

February 25, 2019 before Robert Kaplan, Esq., a neutral mediator, and a second in-person, all-day session between plaintiffs Golka and Coulter, and Defendants OCTA and Cofiroute held on March 2, 2020 before Mr. Kaplan.

1.06 The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims as it pertains to Defendants OCTA and Cofiroute only. This Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend for this Settlement Agreement to constitute a full, complete, and final settlement and resolution of all existing disputes and claims between them as set forth herein.

1.07 The Settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

1.08 In exchange for the release of claims as described in this Settlement Agreement, the covenant not to sue, waiver of appeal rights, and entry of judgment in favor of OCTA and Cofiroute on certain of the claims asserted against them and dismissal with prejudice of remaining claims, among other terms of the Settlement, this Settlement Agreement provides for the following consideration, as described in Section 12: (a) a settlement cash payment of \$1,000,000; (b) a waiver of \$40 million in outstanding toll violation penalties sent to a third-party debt collector; and (c) non-monetary relief.

1.09 This Settlement Agreement is not intended to, and does not, resolve any of the following claims:

- The claims expressly asserted in the January 6, 2020 First Amended Complaint on file in the case entitled *Mathew Skogebo et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01118474;

- The claims expressly asserted in the January 13, 2020 Second Amended Complaint on file in the case entitled *Harvey J. Thompson, et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01108804; and

- The claims expressly asserted in the January 3, 2020 Corrected First Amended Complaint on file in the case entitled *Sanket Vinod Thakur, et al., vs. Cofiroute USA, LLC, et al.*, United States District Court, Central District of California, Case No. 8:19-CV-02233 ODW (JDEx).

II. DEFINITIONS

2.01 “Agreement” means this Settlement Agreement and Release between Plaintiff and Defendants and each and every exhibit attached hereto.

2.02 “CAFA Notice” refers to the notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) to be provided by the Class Administrator pursuant to Section 8.04.

2.03 “Cash Award” means a cash payment from the Settlement Fund to a Cash Distribution Class Member, as calculated under Section 13.02.

2.04 “Class Administration” means the activities of the Class Administrator consistent with the terms of this Settlement.

2.05 “Cash Settlement Amount” means the sum of \$1,000,000.

2.06 “Class Administrator” means Epiq Class Action & Claims Solutions, Inc.

2.07 “Claims Deadline” means eighty-four (84) calendar days after the Settlement Notice Date.

2.08 “Class Counsel” means Schonbrun Seplow Harris, Hoffman & Zeldes, LLP, Lindemann Law Firm, APC, and Cuneo Gilbert & LaDuca LLP, as designated by the Court.

2.09 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to the Preliminary Approval Order and any additional notice that

might be ordered by the Court.

2.10 “Class Period” means from June 29, 2015 to the Settlement Class Period End Date.

2.11 “Class Representative” means Plaintiff Dan Golka.

2.12 “Court” means the U.S. District Court for the Central District of California and the federal judge assigned to oversee the Litigation and Settlement thereof.

2.13 “Defendants” are OCTA and Cofiroute.

2.14 “Effective Date” means the date when the Settlement becomes effective after the Judgment approving it has become final, as defined in Section 11.

2.15 “Exclusion Deadline” means eighty-four (84) calendar days after the Settlement Notice Date.

2.16 “Final Approval Hearing” means the hearing held by the Special Master to determine whether to recommend that the Court finally approve the Settlement set forth in this Agreement as fair, reasonable and adequate pursuant to FRCP 23(e).

2.17 “Final Approval Order” means the order to be submitted to the Court in connection with the Final Approval Hearing, substantially in the form attached hereto as **Exhibit C**.

2.18 “Final Distribution Date” means the earlier of (i) the date as of which all the checks for Cash Awards have been cashed, or (ii) 210 calendar days after the date on which the last check for a Cash Award was mailed.

2.19 “Funding Date” means the date on which Defendants pay the Cash Settlement Amount to create the Settlement Fund pursuant to Section 12.01(b).

2.20 “Key Questions Motion” shall mean the Motion to Decide Key Legal Questions (Dkt. 527) filed in the Litigation on June 10, 2019, on which the Court ruled on January 17, 2020. Dkt 566.

2.21 “Litigation” means the action described by the Corrected First Amended Consolidated Class Action Complaint (Dkt. 119-1) filed in the Central District of California on

January 19, 2017, including the individual putative class actions filed by the plaintiffs that were consolidated in the Litigation.

2.22 “Non-Party Toll Agencies” means any California toll agency that is not a party to this Agreement, including without limitation Los Angeles County Metropolitan Transportation Authority, San Diego Association of Governments (SANDAG), Bay Area Toll Authority, Golden Gate Bridge Highway District, Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Riverside County Transportation Commission, and any private contractors or vendors of the foregoing Non-Party Toll Agencies.

2.23 “Objection Deadline” means eighty-four (84) calendar days after the Settlement Notice Date.

2.24 “PII” shall have the same definition currently given to “Personally Identifiable Information” in Section 31490(o) of the California Streets and Highways Code, presently defined as “any information that identifies or describes a person including, but not limited to, travel pattern data, address, telephone number, email address, license plate number, photograph, bank account information, or credit card number.” The use of this definition shall not constitute an admission by any Party regarding the definition of the term “PII” or “Personally Identifiable Information” for any other purpose other than the approval and administration of this Settlement Agreement.

2.25 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with the Motion for Preliminary Approval, substantially in the form attached hereto as **Exhibit A**.

2.26 “Released Claims” shall have the meaning given in Section 15.

2.27 “Released Parties” means Defendants, and their current, former, and future parents, joint-ventures, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or other affiliated or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, contractors, vendors, service providers and attorneys. Except as provided in Section 15,

the Released Parties do not include the Non-Party Toll Agencies (including without limitation, those named in *Avelar v. Los Angeles County Metro et. al*, Case No. 19TCV11537, (Los Angeles Sup. Ct.), *In re Toll Bridges Litigation*, Case No. CGC-17-562613; CGC-18-5680844 (San Francisco Sup. Ct.), *Quintero v. San Diego Association of Governments et. al*, Case No. 37-2019-00017834-CU-NP-CTL (San Diego Sup. Ct.)) or 3M Company, BRiC, Rhonda Reardon, Michael Kraman, Craig Young, Scott Schoeffel and Ross Chun.

2.28 “Request for Exclusion” means the written submission submitted by a Settlement Class Member to be excluded from the Settlement consistent with the terms of this Agreement.

2.29 “Settlement” means the Settlement set forth in this Agreement between Plaintiff and Defendants and each and every exhibit attached hereto.

2.30 “Settlement Class” means all of the following individuals whose PII was provided by OCTA or Cofiroute to an individual or entity described below between June 29, 2015 and the Settlement Class Period End Date as follows:

- Any person with a transponder account with a Non-Party Toll Agency whose PII, including the date, time and location of a toll transaction, was sent by Defendants to a Non-Party Toll Agency for purposes of collecting a toll incurred on the 91 Express Lanes (the “Interoperability Subclass”); and
- Any person: 1) whose license plate number was sent by Defendants to the California Department of Motor Vehicles or out-of-state equivalent, directly or through a subcontractor, in connection with more than one alleged toll violation incurred on the 91 Express Lanes (the “DMV Subclass”); 2) whose PII was sent to a car rental company in connection with an alleged toll violation incurred on the 91 Express Lanes (the “Car Rental Subclass”); and/or 3) whose PII, other than the amount of tolls and penalties owed, the violation number, or the violator’s account number, was sent to a third-party debt collector for collection of unpaid tolls and/or

toll violation penalties incurred on the 91 Express Lanes (the “Debt Collection Subclass”).

The following individuals are excluded from the Settlement Class: Current member of the OCTA Board of Directors, OCTA’s Chief Executive Officer, the General Manager of the 91 Express Lanes, OCTA’s 91 Express Lanes Project Manager III, and the attorneys representing OCTA and Cofiroute in this Litigation.

2.31 “Settlement Class Period End Date” shall mean the date ten (10) days after the date when the District Court for the Central District of California enters the Preliminary Approval Order.

2.32 “Settlement Class Members” means the Class Representative and those persons who are members of the Settlement Class.

2.33 “Final Settlement Class Members” means all Settlement Class Members who do not submit a timely and valid Request for Exclusion from the Settlement Class.

2.34 “Settlement Costs” means 1) all costs incurred by the Class Administrator in administering the Settlement, including the cost of providing Notice (as defined below), costs of class administration, and all other costs of administering the Settlement, 2) the fees and expenses paid or payable to the Special Master, including any amounts advanced by or on behalf of the Parties prior to entry of the Final Approval Order and paid to the Special Master for which the Parties shall be entitled to be reimbursed from the Settlement Fund, and 3) costs incurred by the Class Representative and his attorneys, including but not limited to their attorneys’ fees, expenses and costs of suit, expert or consultant fees, and any time, expense, or service payments paid to the Class Representative.

2.35 “Settlement Fund” means the Cash Settlement Amount that Defendant OCTA will pay after the Effective Date, pursuant to this Agreement.

2.36 “Settlement Notice” or “Notice” means the notices to be provided to Settlement Class Members as set forth in Section 8 including, without limitation, email notice, postcard mail notice, internet notice, and/or publication notice. The forms of the email notice, postcard mail

notice, internet notice, and publication notice are attached hereto collectively as **Exhibit B**.

2.37 “Settlement Notice Date” means the date upon which notices begin to issue pursuant to Section 8. The Parties will use their best efforts to ensure that such notices begin to issue no later than sixty-one days after the Settlement Class Period End Date. For efficiency and to avoid confusion, in the event that the notices for the TCA and 3M settlements are scheduled to be issued after the sixty-one days, the notices for this Settlement shall be coordinated with those notices, so that all notices begin to issue around the same time.

2.38 “Settlement Website” means the Internet website operated by the Class Administrator as described in Section 8.02.

2.39 “91 Express Lanes” means that portion of the toll lanes situated within the median of California State Route 91 between the intersection of State Route 91 and State Route 55 and the boundary line of the County of Orange and County of Riverside, California.

III. ALL PARTIES RECOMMEND APPROVAL OF THE SETTLEMENT

3.01 Defendants’ Position on the Conditional Certification of Settlement Class. Defendants dispute that a litigation class would be manageable and further deny that a litigation class may properly be certified on the claims asserted in this Litigation. Solely for purposes of avoiding the expense and inconvenience of further litigation, Defendants do not oppose the certification of the Settlement Class for the purposes of this Settlement only. Defendants’ non-opposition to certification of the Settlement Class will not be deemed a concession that certification of a litigation class is appropriate, nor would Defendants be precluded from challenging class certification on any claims in further proceedings in this Litigation or in any other action if the Settlement is not finalized or finally approved. If the Settlement is not finally approved by the Court for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Litigation or any other action or judicial proceeding. No agreements made by or entered into by Defendants in connection with the Settlement or this

Agreement may be used by Plaintiff, any Settlement Class Member, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Litigation or any other action or proceeding.

3.02 Plaintiff's Belief in the Merits of Case. Plaintiff believes that the claims asserted in this Litigation have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiff that there is any infirmity in the claims asserted by Plaintiff, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have asserted.

3.03 Plaintiff Recognizes the Benefits of Settlement. Plaintiff recognizes and acknowledges, however, the expense and amount of time which would be required to continue to pursue this Litigation against Defendants, as well as the uncertainty and risk inherent in prosecuting such claims on behalf of the Settlement Class. Plaintiff has concluded that it is desirable that this Litigation and all Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiff and Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class, is fair, reasonable and adequate, and that it is in the best interests of the Settlement Class to settle this Litigation and resolve the Released Claims as described herein.

IV. ATTORNEYS' FEES, COSTS AND PAYMENT TO CLASS REPRESENTATIVE

4.01 Payment to Class Representative. The Class Representative will ask the Court to award him a payment of up to \$5,000 for the time, effort, expense, and service that he personally invested in the Litigation.

4.02 Settlement Independent of Award of Fees, Costs and Payment to Class Representative. Any awards of attorneys' fees, costs, and/or payment to the Class Representative are subject to and dependent upon the Court's approval. Any motion for award of such fees, costs and or payments will be filed no later than two weeks before the Objection and Exclusion

Deadlines, and the motion and all publicly filed supporting materials will be promptly posted on the Settlement Website. Class Counsel shall include all requests for fees or costs known to Class Counsel for services that have been provided on behalf of or for the benefit of Plaintiff or any Settlement Class Member, including but not limited to all counsel listed on the Court's docket as current or former counsel for any of the plaintiffs in this Litigation, and shall give notice of such motion to said attorneys and/or law firms to provide them an opportunity to assert any claimed rights to attorneys' fees and costs that they may have in this Litigation. Class Counsel represent and warrant that they are not aware of any attorneys who have provided any legal services to any of the plaintiffs or members of the Settlement Class in connection with the claims asserted in this litigation, other than those to whom they will give notice. This Settlement is not dependent or conditioned upon the Court's approving, in whole or in part, Plaintiff's requests for an award of attorneys' fees, costs, or payments to the Class Representative. If the Court denies Plaintiff's request(s) or awards less than the amount(s) sought, this Settlement will continue to be effective and enforceable by the Parties.

V. PRELIMINARY APPROVAL

5.01 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff will move the Court for entry of the Preliminary Approval Order in substantially the form attached as **Exhibit A**. Pursuant to the motion for preliminary approval, Plaintiff will request that:

- a. the Court conditionally certify the Settlement Class for purposes of this Settlement only and appoint Class Counsel (continuing their role, for purposes of the Settlement);
- b. the Court preliminarily approve the Settlement and this Agreement under FRCP 23(e) as fair, reasonable and adequate and within the reasonable range of possible final approval;
- c. the Court approve the forms of Notice and find that the Notice program set

forth herein constitutes the best notice practicable under the circumstances and satisfies due process and FRCP 23(e);

d. the Court orders OCTA and Cofiroute to provide to the Class Administrator the “Settlement Class Member Information” in accordance with Section 7.01;

e. the Court orders the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency (collectively “TCA”) to provide to the Class Administrator the “TCA Interoperability Subclass Member Information” in accordance with Section 7.02;

f. the Court orders that TCA, OCTA and Cofiroute’s compliance with the Court’s order to provide the Settlement Class Member Information and TCA Interoperability Subclass Member Information to the Class Administrator in accordance with this Agreement, including Sections 7.01 and 7.02, shall not be a violation of Section 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information, and issues an order enjoining any Settlement Class Member from filing or pursuing any claim or litigation against OCTA, Cofiroute, TCA, 3M Company, BRiC, and 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 any act taken in compliance with the obligations imposed by this Agreement, including Sections 7.01 and 7.02, the Preliminary Approval Order, and/or the Court ordered Class Notice requirements violates Section 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class Members and to otherwise implement this Settlement..

g. the Court specifically indicates its preliminary approval of Section 15 of this Settlement Agreement whereby the Final Settlement Class Members release TCA, OCTA, Cofiroute, 3M Company, BRiC, and 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 of this Agreement, the Preliminary Approval Order, and/or the Court approved class notice requirements violates Section 31490 or any federal, state or local constitution, ordinance, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement..

h. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and,

i. the Court set the Claims Deadline, Objection Deadline, and Exclusion Deadline.

VI. APPOINTMENT OF CLASS ADMINISTRATOR

6.01. Appointment of Class Administrator. Class Counsel will seek the Court's order appointing a Class Administrator. Given that the Class Administrator's duties include collecting and using PII obtained from OCTA and Cofiroute to provide notice of the Settlement to the Settlement Class, OCTA and Cofiroute shall have the right to approve or reject any proposed Class Administrator before Class Counsel seeks an order appointing such Class Administrator, but shall not unreasonably refuse Class Counsel's selection.

6.02. Agreement to Terms of Settlement. The Class Administrator will agree to all of the terms and conditions of this Agreement relating to the administration of the Settlement and will execute a copy of this Agreement indicating agreement to be bound by such terms.

6.03 Duties of Third-Party Class Administrator. The Class Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth herein. Those responsibilities include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining the Settlement Website and toll-free telephone number, fielding and responding to inquiries about the Settlement, acting as a liaison between Settlement Class Members and the Parties regarding claims information, directing the mailing of Cash

Awards to eligible Final Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Class Administrator will provide updates on the claims status to counsel for the Parties at least monthly. Counsel for the Parties and the Class Administrator will reach an agreement for the amounts to be paid to the Class Administrator for services rendered under this Settlement Agreement before any undertaking by the Class Administrator.

VII. SETTLEMENT CLASS MEMBER INFORMATION

7.01. Settlement Class Member Information.

a. To facilitate the Notice and Class Administration process, Plaintiff will request that the Preliminary Approval Order order OCTA and Cofiroute to provide to the Class Administrator, in an electronically searchable and readable format mutually acceptable to the Class Administrator, OCTA and Cofiroute, the following information to the extent the information is reasonably retrievable from Defendants' reasonably available and searchable data bases (maintained by Cofiroute): the names and the last known mailing addresses of the Settlement Class Members in the Debt Collection Subclass and whether the member is eligible for a Cash Award pursuant to Section 13.02 (the "Settlement Class Member Information").

b. OCTA and Cofiroute shall be obligated to provide Settlement Class Member Information to the Class Administrator pursuant to this Agreement if and only if the Court, as part of the Preliminary Approval Order: (1) orders OCTA and Cofiroute to provide the Settlement Class Member Information to the Class Administrator; (2) finds that the provision of Settlement Class Member Information to the Class Administrator pursuant to this Agreement and the Preliminary Approval Order does not violate Section 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information; (3) enters an order enjoining any Settlement Class Member from filing or pursuing any claim or litigation against OCTA, Cofiroute, or any of their respective officers, agents, employees or attorneys, or any other person or entity who provides information to the Class Administrator pursuant to the Preliminary Approval Order asserting that

compliance with the obligations imposed by this Agreement, the Preliminary Approval Order, and/or the Court approved Class Notice requirements violates Section 31490 or any federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class Members and to otherwise implement this Settlement; and (4) specifically indicates preliminary approval of Section 15 of this Settlement Agreement whereby Final Settlement Class Members release any claim asserting that compliance with the obligations of this Agreement, the Preliminary Approval Order, and/or the Court approved Class Notice requirements violates Section 31490 or any federal, state or local constitution, ordinance, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class Members and to otherwise implement this Settlement.

c. The contract signed by the Class Administrator shall expressly require that any information relating to Settlement Class Members provided to the Class Administrator pursuant to this Agreement or Court ordered Class Notice requirements will be used solely for the purpose of providing notice to the Settlement Class Members, facilitating communication between the Class Administrator and Settlement Class Members about the Settlement and the Litigation, the administration and processing of claims and exclusions by the Class Administrator as described in Sections 8, 9 and 13 of this Agreement, and not for any other purpose. The Class Administrator will be contractually required to keep Settlement Class Member Information in strict confidence and not disclose such information to any person or entity, including Plaintiff or his attorneys, except to the extent such disclosure is expressly allowed in this Agreement, the Preliminary Approval Order or Final Approval Order.

d. The mailed postcard and emailed notice sent to Settlement Class Members and the long form notice on the Settlement Website shall include a statement explaining that their personally identifiable information was used pursuant to this Agreement, the Preliminary Approval Order and/or Court ordered Class Notice to provide notice of the Settlement.

e. The Class Administrator will certify that any Settlement Class Member Information in the Class Administrator's possession has been destroyed within ten (10) business days after the Final Distribution Date.

f. Defendants do not have any obligation to provide Settlement Class Member Information to Plaintiff or any of his attorneys, and neither the Preliminary Approval Order nor Final Approval Order shall provide otherwise.

7.02. TCA Class Member Information.

a. To further facilitate the notice and class administration process, Plaintiff will request that, as part of the Preliminary Approval Order, the Court order the TCA to provide to the Class Administrator, in an electronically searchable and readable format, the name and last known email address, or, if a last known email address is not available, the last known mailing address of any member of the Interoperability Subclass who had or has a FasTrak account with TCA and whose account was charged for a toll incurred on the 91 Express Lanes during the Class Period (the "TCA Interoperability Subclass Member Information") as such information is contained in TCA's reasonably available computerized account records.

b. Plaintiff will further request that the Court, as part of the Preliminary Approval Order, specifically indicates its preliminary approval of Section 15 of this Agreement whereby Final Settlement Class Members release TCA, BRiC, 3M Company, and any other person or entity who provides information to the Class Administrator and their respective officers, agents, employees and attorneys from any claim asserting that compliance with the obligations of this Agreement, the Preliminary Approval Order, and/or the Court approved Class Notice requirements violates Section 31490 or any federal, state or local constitution, ordinance, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class Members and to otherwise implement this Settlement and enters an order enjoining Settlement Class Members from filing or pursuing any claim or litigation against TCA, BRiC, 3M Company, and 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 Sections 7.01 and 7.02 of this Agreement and/or Court ordered Class Notice requirements violates Section 31490 or any federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class Members and to otherwise implement this Settlement.

c. The Class Administrator will certify that any TCA Interoperability Subclass Member Information in the Class Administrator's Possession has been destroyed within ten (10) business days after the Final Distribution Date.

VIII. NOTICES

8.01 Emailing & Mailing of Settlement Notice. By the Settlement Notice Date, the Class Administrator will begin to send the mailed postcard notice and email notice ("Direct Notice") as set forth in **Exhibit B**, or as otherwise approved by the Court, via: (1) electronic mail to all persons in the Settlement Class for whom the Class Administrator has been provided an email address as reflected in the Settlement Class Member Information and/or TCA Settlement Class Member Information; or (2) first class mail to all persons in the Debt Collection Subclass and TCA Interoperability Subclass for whom the Class Administrator has been provided a mailing address as reflected in the Settlement Class Member Information and/or TCA Settlement Class Member Information. The Direct Notice will advise Settlement Class Members of their ability to update their email address and mailing address with the Class Administrator.

a. Address Confirmation. The last known mailing address of Settlement Class Members who will be sent mailed postcard notice will be subject to confirmation or updating as follows: (1) the Class Administrator will check each mailing address against the United States Post Office National Change of Address Database before the initial mailing; (2) the Class Administrator will conduct a reasonable search to locate an updated address for Settlement Class Members whose postcard mailed Notice is returned as undeliverable; (3) the Class

Administrator will update addresses based on any forwarding information received from the United States Post Office; and (4) the Class Administrator will update addresses based on any requests received from Settlement Class Members.

b. Re-Mailing of Returned Settlement Notices. For all mailed postcard notices that are returned as undeliverable with a forwarding address, the Class Administrator will promptly re-mail postcard notice to such forwarding address. For all postcard notices returned without a forwarding address and for which the Class Administrator locates another address, the Class Administrator will promptly re-mail postcard notice to such other address.

8.02 Internet Notice. By the Settlement Notice Date, the Class Administrator will maintain and administer a dedicated Settlement Website containing information about the Litigation, including Litigation and Settlement related documents. At a minimum, such documents will include the Complaint, the January 17, 2020 order on the Key Questions Motion, Settlement Agreement and attached exhibits, email notice, postcard notice, and when signed, the Preliminary Approval Order, all motions or other papers regarding final settlement approval, attorney's fees and costs, service award for the Class Representative, and the Final Approval Order. The Settlement Website will permit members of the Settlement Class who elect to do so to register online to receive (a) email notice that the Court has granted final approval of the Settlement, (b) updates and reminders on the deadlines to submit Requests for Exclusion and make Objections, and (c) the status of payments under the terms of the Settlement. The Settlement Website will be taken down and rendered inaccessible by the Final Distribution Date.

8.03 Toll-Free Telephone Number. By the Settlement Notice Date, the Class Administrator will set up a toll-free telephone number for receiving toll-free calls related to the Settlement that will be maintained until the Exclusion Deadline. After the Exclusion Deadline, and for a period of ninety (90) calendar days thereafter, a recording will advise any caller to the toll-free telephone number that details regarding the Settlement may be reviewed on the Settlement Website.

8.04 CAFA Notice. The Class Administrator will be responsible for preparing the

CAFA Notice in coordination with Defendants and for serving the required CAFA Notice within ten (10) days after the filing of the Preliminary Approval Motion.

8.05 Publication Notice. The Class Administrator shall provide publication notice directing Settlement Class Members to the Settlement Website, as approved by Counsel for the Parties and the Court (the “Publication Notice”).

8.06 Best Notice Practicable. The Parties agree that Notice requirements of this Agreement are the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class.

IX. EXCLUSIONS AND OBJECTIONS

9.01 Exclusions from the Settlement. Members of the Settlement Class who wish to exclude themselves from the Final Settlement Class must advise the Class Administrator by submitting a written Request for Exclusion by mail. The Request for Exclusion must be postmarked no later than the Exclusion Deadline. In it, the Settlement Class Member must state his or her full name and address and must state that he or she wishes to be excluded from the Settlement. Any member of the Settlement Class who submits a valid and timely Request for Exclusion will not be a Final Settlement Class Member and will not be bound by the terms of this Agreement. All Settlement Class Members who do not submit a timely, valid Request for Exclusion, however, will be bound by this Agreement and the Final Approval Order and Judgment, including the releases and covenant not to sue in Section 15 below. The Class Administrator will provide the Parties with a copy of each Request for Exclusion that it receives. The Class Administrator will also provide a list of all Settlement Class Members who timely and validly excluded themselves from the Settlement in its declaration filed with the Court in accordance with Section 10.01.

9.02 Objections. Any Settlement Class Member who objects to this Settlement

(“Objector”) must file a written objection with the Court by the Objection Deadline (“Objection”). An Objection must state (1) the Objector’s full name and address; (2) the Objector’s account number with the OCTA or TCA, if one exists; and (3) any other proof of Settlement Class membership if such proof exists. The Objection must also state the reasons for the objection and indicate whether the Objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must be attached to the Objection. Notwithstanding an Objector filing an Objection satisfying the above requirements, the Parties reserve the right to contest an Objector’s status as a Settlement Class Member and standing to object to this Settlement and/or oppose the Objection. The Parties will have the right to obtain document discovery from and take the deposition of any Objector relevant to the objection. Any Objector who has timely filed an Objection and indicated an intent to appear may appear at the Final Approval Hearing, either in person or through an attorney hired at the Objector’s own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

X. FINAL APPROVAL ORDER AND JUDGMENT

10.01 Declaration of Class Administrator. No later than fourteen (14) calendar days before the hearing on the motion for final approval before the Special Master, the Class Administrator will file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Preliminary Approval Order has been completed in accordance with the terms of the Preliminary Approval Order.

10.02 Request for Final Approval.

If the Court issues the Preliminary Approval Order and all other conditions precedent to the Settlement have been satisfied, subject to the Supplemental Agreement and Sections 16.01 and 16.02 of this Agreement, no later than twenty-eight (28) calendar days before the Final Approval Hearing before the Special Master and no earlier than fourteen (14) calendar days after the Objection Deadline:

a. All Parties will request, individually or collectively, that the Court enter the Final Approval Order in substantially the form attached as **Exhibit C**, subject to changes based on the Preliminary Approval Order. Class Counsel will, and Defendants may, file a memorandum of points and authorities in support of the motion for final approval; and,

b. Class Counsel will, and Defendants may, file a memorandum addressing any Objections submitted to the Settlement.

10.03 Consideration by the Special Master. At the Final Approval Hearing, the Special Master will consider and determine: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate; (b) how the Court should rule on Objections to the Settlement; (c) how the Court should rule on motion(s) for attorneys' fee award and incentive awards to the Class Representative; and (d) whether an order finally approving the Settlement and Judgement should be entered.

10.04 Required Terms of Final Approval Order. This Settlement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

a. finds that the Notice provided satisfies the requirements of due process and Federal Rules of Civil Procedure Rule 23(e)(1);

b. finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

c. finds that: (1) the Settlement is fair, reasonable, and adequate with respect to the Settlement Class; (2) each Final Settlement Class Member will be bound by this Agreement, including the releases and covenant not to sue in Section 15; and (3) that this Settlement should be and is approved;

d. finds that this Settlement was made in good faith pursuant to California Code of Civil Procedure sections 877 and 877.6 (collectively, "Section 877") and bars any other defendant in the Action from claiming or obtaining contribution against the OCTA and/or Cofiroute;

e. orders entry of judgment incorporating the merits rulings in Judge Guilford's January 17, 2020 order on the Key Questions Motion (Dkt 566) in favor of any of the defendants in this Litigation, together with rulings on prior motions on the merits of the claims in the Complaint and dismissing with prejudice all claims of the Final Settlement Class Members asserted in the Litigation in substantially the form of the judgment attached hereto as **Exhibit D** ("Judgment");

f. orders in the Judgment a permanent injunction enjoining each and every Settlement Class Member, regardless of whether they have opted out of the Settlement, from filing or pursuing any claim or litigation against OCTA, Cofiroute, TCA, 3M Company, BRiC, and 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 Agreement, the Preliminary Approval Order, and/or the Court ordered Class Notice violates Section 31490 or any federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement.

g. orders in the Judgment a permanent injunction enjoining each and every Final Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against any of the Defendants or the Released Parties;

h. retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement;

i. declares in the Judgment as to Final Settlement Class Members that as long as OCTA and Cofiroute (or any subsequent processing agency for OCTA) abide by the terms of Section 12.03(b) of this Agreement, providing the information listed in Section 12.03(b) to one or more third party debt collectors for use in the collection of unpaid tolls and toll violation penalties does not violate any state or federal constitutional or statutory protections.

10.05 Waiver of Appeal Rights. Effective upon entry of the Final Approval Order, Plaintiff and all members of the Final Settlement Class waive the right to appeal the judgment and all interlocutory rulings in the Litigation, except that waiver will not affect the right of a party to appeal a ruling on any motion for attorneys' fees or any Objection. Except to the extent of any award pursuant to the attorneys' fee motion to be filed by Class Counsel, upon entry of the Final Approval Order each party shall bear its own attorneys' fees and costs incurred in the Litigation.

XI. JUDGMENT

11.01 Effective Date. The Judgment entered with the Final Approval Order will be deemed final, and the Effective Date will occur:

a. Thirty-five (35) calendar days after entry of the Final Approval Order and Judgment if no document is filed within that time seeking appeal, review, or rehearing of the Final Approval Order or Judgment or no other action is taken that would extend the time for seeking appeal or review of the Final Approval Order or Judgment; or

b. If any such document is filed, then five (5) business days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in substantially the form described in Section 10.04.

XII. CONSIDERATION FROM DEFENDANTS

12.01 Cash Consideration. Subject to the terms of this Agreement, in consideration for the covenants and agreements by Plaintiff and Final Settlement Class Members including the releases, covenant not to sue, and the dismissal or termination of the Litigation provided for in this Agreement, and in addition to other monetary relief and non-monetary relief described in Sections 12.02-12.03 below, OCTA will pay cash consideration as follows:

a. Payment of Notice and Class Administration Costs. Within ten (10)

business days after entry of the Preliminary Approval Order, or as agreed upon with the Class Administrator, OCTA will pay to the Class Administrator \$217,000 as the estimated reasonable cost of Notice and Class Administration that will be incurred to implement the Preliminary Approval Order before the Settlement Fund is created. This amount will be deducted from the amount OCTA is required to pay to create the Settlement Fund.

b. Payment of Remainder of Settlement Fund. No later than thirty (30) days after the Effective Date, OCTA shall deliver the Cash Settlement Amount to the Class Administrator (after subtracting any amount already paid pursuant to Section 12.01(a) and any amount paid by any Defendant pursuant to Section 2.34(2)). Defendants thereafter will have no further obligation to pay any amount under this Agreement or any Court order approving the Settlement or settlement related motions.

c. All Cash Awards and Settlement Costs will be paid from the Settlement Fund, and Defendants will pay nothing more than the Cash Settlement Amount in settlement of the Released Claims and satisfaction of the Settlement Costs. The balance of the Cash Settlement Amount remaining after deductions for Settlement Costs (including any amounts paid pursuant to Section 12.01(a)) will be paid to those members of the Debt Collection Subclass who are not eligible for forgiveness of penalties under Section 12.02 and who submit a timely claim, on a pro-rata basis, up to \$15.00 per person. Any remaining funds will be donated to Privacy Rights Clearinghouse as a *cypres* award.

12.02. Forgiveness of Penalties. Subject to the terms of this Agreement, no later than ninety (90) days after the Effective Date, OCTA shall provide \$40 million in additional compensation to the Debt Collection Subclass in the form of forgiveness of penalties assigned to a third-party debt collector for collection and still outstanding as of the Settlement Class End Date. No written claim is required to obtain this forgiveness. The \$40 million in forgiveness will be distributed among eligible Debt Collection Subclass members as follows:

a. Each penalty currently subject to collection by a third-party debt collection subcontractor will be reduced to \$100.00.

b. Thereafter, the difference between the \$40 million in total penalty forgiveness and the amount forgiven under Section 12.02(a) will be divided by the total number of members of the Debt Collection Subclass who have outstanding penalties owed and an amount equal to the resulting quotient will be applied to reduce the total penalties owed by each such member of the Debt Collection Subclass.

12.03. Additional Non-Monetary Relief. In consideration for the entry of Judgment as described in this Agreement, and the releases contained herein, OCTA also agrees to the following:

a. Within 45 days after the Effective Date, OCTA will reduce the highest toll violation penalty it assesses to \$100 per violation for violations occurring after the Effective Date of the penalty reduction. Ten years after the Effective Date, the penalty structure may be adjusted based on inflation or industry standards. This will be incorporated into the Judgment, which shall also declare that the \$100 maximum toll violation penalty is not constitutionally excessive under either federal or state law.

b. For purposes of toll violation enforcement, absent a change in an existing statute or the adoption of a new statute governing PII that can be provided to a third-party debt collector, and without conceding that a unique toll violator identification number is PII, the only PII of toll violators OCTA, its processing agency, Cofiroute, or any successor processing agency, will provide a third-party debt collector will be the information contained in the relevant toll violation notice(s), together with any updated contact, address and/or email information obtained by OCTA, Cofiroute, or any successor processing agency, and a unique toll violator identification number. Nothing in this Section shall be construed to impose an obligation on OCTA, Cofiroute, or a successor processing agency to search for or obtain updated contact information.

XIII. SETTLEMENT FUND ADMINISTRATION PROCESS

13.01 Potential Claimants. Each member of the Debt Collection Subclass who 1) had

debt sent by OCTA or Cofiroute to a third party debt collector for collection, 2) is not eligible for penalty forgiveness (as described in Section 12.02 above), and 3) submits a timely valid claim (“Cash Distribution Class Member”), will be entitled to receive a Cash Award. Each Cash Distribution Class Member is entitled to submit only one claim regardless of the number of times his or her PII was provided to another person or entity.

13.02 Cash Distribution. Each Cash Distribution Class Member will receive a Cash Award on a pro rata basis (calculated as [Settlement Fund minus Settlement Costs] divided by [the total number of Cash Distribution Class Members]), up to \$15.00 per person.

13.03 Settlement Checks. Settlement checks in payment of the initial Cash Award will be sent to each Cash Distribution Class Member by the Class Administrator via U.S. mail no later than fifteen (15) business days after the Funding Date. If a settlement check is returned, the Class Administrator will attempt to obtain a new mailing address for that Cash Distribution Class Member by taking the steps described in Section 8.01 (a) and (b) and promptly re-mail the settlement check if a forwarding or updated address is obtained. (A first or second mailing of a check in payment of an initial Cash Award is referred to as an “Initial Distribution”.) If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Class Administrator to resend the check. The Class Administrator will advise Defendants’ counsel of the names of the Cash Distribution Class Members whose checks are returned by the postal service as soon as practicable. Each original settlement check will be negotiable for one hundred eighty (180) calendar days after it is issued. Upon a timely request made by a Cash Distribution Class Member (i.e., a request made within 180 days from issuance of the original check), the Class Administrator may re-issue a settlement check, provided that the re-issued check will not be negotiable beyond thirty (30) days of the date of reissuance or the date that is one hundred eighty (180) calendar days after the date of issuance of the original check to such Cash Distribution Class Member, whichever is longer.

13.04 No claims based on administration. No person will have any claim against Plaintiff, Class Counsel, the Class Administrator, Defendants or their counsel, the Released

Parties, or any other person designated by Class Counsel, the Class Administrator, or the Court to assist in claims administration, based on the administration of and processing and payment of claims consistent with the terms of this Agreement.

13.05 Responsibility for Taxes. Each Final Settlement Class Member will be responsible for remitting to federal, state, and local taxing authorities any taxes that may be due and owing as a result of his or her receipt of a Cash Award and/or penalty forgiveness pursuant to the Settlement. Each Final Settlement Class Member will hold Class Counsel, Defendants, and Defendants' Counsel harmless and indemnify each of them for any liabilities, costs, and expenses, including attorneys' fees, caused by any such taxing authority relating in any way to the tax treatment of the Cash Award and/or any penalty forgiveness pursuant to the Settlement.

13.06 Unused Funds. After all checks issued or re-issued pursuant to the Initial Distribution have been cashed or expired, any unclaimed or unused funds shall be paid to Privacy Rights Clearinghouse as a *cy pres* award.

XIV. GOOD FAITH SETTLEMENT

14.01 Good Faith. The Parties agree that the totality of relief provided in this Agreement, namely the (i) Settlement Fund, (ii) penalty forgiveness, and (iii) non-monetary relief is, at minimum, proportional to Defendants' potential liability during the Settlement Class Period. The Parties intend and believe that this Settlement is made in good faith within the meaning of Section 877. This Settlement is contingent on the Court entering an order consistent with Section 877 determining that this Settlement is made in good faith and barring any other defendant in the Litigation from claiming or obtaining contribution against Defendants, as provided for in Section 10.04(d). The Parties agree to make reasonable best efforts to obtain the Court's determination that the Settlement is made in good faith.

XV. RELEASE OF CLAIMS

15.01 Released Claims. Upon the Effective Date, Plaintiff 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 Releasing Parties 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. This release also does not apply to the following claims:

- The claims expressly asserted in the January 6, 2020 First Amended Complaint on file in the case entitled *Mathew Skogebo et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01118474;

- The claims expressly asserted in the January 13, 2020 Second Amended Complaint on file in the case entitled *Harvey J. Thompson, et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01108804; and

- The claims expressly asserted in the January 3, 2020 Corrected First Amended Complaint on file in the case entitled *Sanket Vinod Thakur, et al., vs. Cofiroute USA, LLC, et al.*, United States District Court, Central District of California, Case No. 8:19-CV-02233 ODW (JDEx).

“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 not 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 TCA (and its constituent agencies, Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency), 3M Company, BRiC, and 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 of this Agreement, the Preliminary Approval Order, and/or the Court ordered Class Notice violates Section 31490 or any other federal, state or local constitution, statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information that is reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement. Final Settlement Class Members who receive consideration by way of cash or forgiveness, do 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.

15.02 Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiff and Final Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Section also constitutes a waiver of any other law of any jurisdiction (domestic or foreign) or principle of common law that is similar, comparable, or equivalent to Section 1542.

15.03 Acknowledgement of Waiver of Unknown Claims. Plaintiff and the Final Settlement Class Members understand and acknowledge the significance of their waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Final Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims that could be asserted against the Released Parties in the Litigation, and in furtherance of such intention, the releases of the Released Claims and any claims that could be asserted against the Released Parties in the Litigation, will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

15.04 Covenant Not To Sue. Plaintiff and each Final Settlement Class Member agree and covenant not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

XVI. TERMINATION OF AGREEMENT

16.01 Either Plaintiff or Defendants May Terminate the Agreement. The Parties' willingness to enter into this Agreement and to agree to the certification of a conditional Settlement Class is dependent upon achieving finality in the Litigation and avoiding the uncertainties, risks, costs, and delays associated with the Litigation. Accordingly, the Parties shall each have the unilateral right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement by providing written notice to the Court and all other Parties hereto within ten (10) business days of any one of the following occurrences:

a. The Court rejects or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Settlement Agreement without providing opportunity to file an amended motion for preliminary or final approval;

b. Any court modifies, amends, changes, or issues an order to modify, amend or change, the Preliminary Approval Order, the Final Approval Order, or the Agreement in a way that Plaintiff or Defendants reasonably consider material, unless such change, modification or amendment is accepted in writing by all Parties. Any change to: (1) the manner, form or extent of Settlement Class Information OCTA or Cofiroute is to provide; (2) the amount that OCTA and Cofiroute are required to pay; or (3) the scope of its release in favor of OCTA and Cofiroute will be deemed a material change for purposes of this Section, unless otherwise agreed to by OCTA and Cofiroute in writing. As provided above, the Court's approval of attorneys' fees and costs, or their amount and payment to the Class Representative is not a condition of the Settlement, and its rulings on those terms will not give rise to a right to terminate.

c. The Effective Date of the settlement is prevented from occurring for any reason, including but not limited to if the Final Approval Order does not become final; or

d. Any other ground for termination provided for elsewhere in this Agreement occurs.

16.02 Confidential Termination Provision. This Settlement is subject to a confidential

termination provision, set forth in the Supplemental Agreement, that addresses the effect on this Settlement if a specified number of Settlement Class Members request Exclusion. The Parties agree that the Supplemental Agreement must remain confidential to protect the integrity of the notice and opt-out processes. If the terms of the confidential termination provision are met, Defendants have the right in their sole discretion, but not the obligation, to terminate the Settlement Agreement. Defendants will have ten (10) business days after receipt of the final report on Requests for Exclusion from the Class Administrator (as provided below) to determine whether to exercise the confidential termination provision. Beginning with the Settlement Notice Date, at least once per week the Class Administrator shall provide to the Parties copies of all Requests for Exclusion received by the Class Administrator during such week and no less than five (5) business days after the Exclusion Deadline the Class Administrator shall provide to the Parties a final report listing all Settlement Class members who timely and validly excluded themselves from the Settlement. The Supplemental Agreement will not be filed with the Court but will be made available for the Court to review upon request.

16.03 Revert to Status Quo If Plaintiff or Defendants Terminate. If either Plaintiff or Defendants terminate this Agreement as provided in Sections 16.01 or 16.02, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be treated as vacated, *nunc pro tunc*. If Defendants terminate the agreement, any payments made to the Class Administrator for services rendered to the date of termination will not be refunded to Defendants. If Plaintiff terminates the agreement after issuance of a Final Approval Order and thereafter proceeds with litigation, any costs advanced by OCTA over and above the \$217,000 provided for in Section 12.01(a) shall be deemed a recoverable cost of litigation. Any payments made to the Settlement Fund other than for services by the Class Administrator rendered to the date of termination will be refunded to Defendants within ninety (90) days of termination pursuant to this Section.

16.04 No Party shall have the right to terminate this Agreement based on any tentative

or final ruling in any other state or federal court, or any action by a federal or state legislative or regulatory body.

XVII. NO ADMISSION OF LIABILITY

17.01 Defendants deny any liability or wrongdoing of any kind associated with the alleged claims in the Litigation. Defendants have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Litigation. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Litigation. Nothing herein will constitute an admission by Defendants that the Litigation is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the Settlement of the Litigation, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (1) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the allegations in the Litigation; (2) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; (3) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification; and (4) are not and will be used to establish any element of any claim against Defendants in this Litigation or any other action or proceeding.

17.02 Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

XVIII. MISCELLANEOUS

18.01 Effect of Denial of Final Approval on Class Notice Requirements. The Parties agree that the notice provided to the Settlement Class under this Agreement and any Preliminary Approval Order is for purposes of settlement only. If the settlement is given preliminary approval but not final approval, the Parties agree that Plaintiff must satisfy his duty to provide notice to the class under FRCP 23(c) without regard to or reliance on the notice of the proposed settlement to be provided under this Agreement in accordance with FRCP 23(f).

18.02 Remand to State Court. Should a federal court presiding over this Litigation remand the Litigation, or dismiss the Litigation for re-filing in state court, due to lack of subject matter jurisdiction, the Parties agree to proceed with this Settlement, without material change other than any necessary to accommodate a change to the Orange County Superior Court (“Superior Court”). If this case is re-filed in state court pursuant to this section, then:

a. The Parties agree to propose materially the same proposed preliminary approval order, final approval order, Notices and claim form proposed here; the only material changes that may be made, and only if deemed necessary, will be to reflect the change of court, the passage of time, any need for a new state court presiding over the matter to make its own findings regarding the propriety of certifying the Settlement Class, and any other change in circumstance the Parties to this Settlement mutually agree is needed to secure the final approval of this Agreement;

b. The Parties will work in good faith to facilitate the Settlement, promptly secure its final approval from the Superior Court, and promptly carry out its terms.

18.03 Entire Agreement. This Agreement, the exhibits hereto, and the confidential termination provision referenced above constitute the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and inducements contained in this Agreement.

18.04 Governing Law. This Agreement will be governed by the laws of the State of

California.

18.05 Continuing Jurisdiction. Except as agreed in writing by the Parties, the Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

18.06 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their reasonable best efforts to promptly file a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court, or by a mediator or magistrate judge upon written agreement of the Parties.

18.07 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

18.08 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

18.09 Time Periods. The time periods and dates described herein are subject to Court approval as part of the preliminary or final approval of the Settlement and may be modified upon order of the Court or written stipulation of the Parties.

18.10 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

18.11 No Oral Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by all of the duly authorized agents of Defendant and Plaintiff, and if necessary approved by the Court.

18.12 No Waiver. No delay or failure by any party to exercise any right under this

Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

18.13 No Further Board Approval. The OCTA Board has already approved this settlement, and no further board approval is required to approve this settlement.

18.14 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words used in them shall in no way be used to affect the interpretation, construction or meaning of any provision under any such caption or heading or elsewhere or otherwise in this Agreement.

18.15 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Helen I. Zeldes
SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP
hzeldes@sshhlzlaw.com
501 W. Broadway, Suite 800
San Diego, CA 92101

Blake J. Lindemann
LINDEMANN LAW FIRM, APC
blake@lawbl.com
433 N. Camden Drive, 4th Floor
Beverly Hills, CA 90210

Michael J. Flannery
CUNEO GILBERT & LADUCA LLP
mflannery@cuneolaw.com
500 North Broadway, Suite 1450
St. Louis, MO 63102

If to counsel for Defendant Orange County Transportation Authority:

M. Lois Bobak
WOODRUFF, SPRADLIN & SMART, APC
lbobak@wss-law.com
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626-7670

And

Patrick M. Desmond
WOODRUFF, SPRADLIN & SMART, APC
pdesmond@wss-law.com
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626-7670

If to counsel for Defendant Cofiroute:

Ken E. Steelman, General Counsel
COFIROUTE USA, LLC
ksteelman@cofirouteusa.com
200 Spectrum Center Drive, Suite 1650
Irvine, CA 92618

And

David F. Brown
CORBETT, STEELMAN & SPECTER
dbrown@corbsteel.com
27281 Las Ramblas, Suite 200
Mission Viejo, California 92691-8303

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

DATED: April 5, 2021

Plaintiff Dan Golka



A handwritten signature in black ink, appearing to read 'Dan Golka', is written over a solid horizontal line. The signature is cursive and stylized.

DATED: April _____, 2021

Orange County Transportation Authority

By:  _____

Name: Darrell E. Johnson

Title: Chief Executive Officer

DATED: April 2, 2021

Cofiroute USA, LLC

By:  _____

Name: Richard Arce

Title: President & CEO

APPROVED AS TO FORM AND CONTENT:

DATED: April 7, 2021

WOODRUFF, SPRADLIN & SMART, APC

By: M. Lois Bobak
M. Lois Bobak
Attorneys for Defendant
Orange County Transportation Authority

DATED: April _____, 2021

Ken E. Steelman, General Counsel
Defendant Cofiroute USA, LLC

DATED: April _____, 2021

CORBETT, STEELMAN & SPECTER

By: _____
David F. Brown
Attorneys for Defendant Cofiroute USA, LLC

DATED: April _____, 2021

SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP

By _____
Helen I. Zeldes
Co-Lead Class Counsel

DATED: April _____, 2021

LINDEMANN LAW FIRM, APC

By _____
Blake J. Lindemann
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: April _____, 2021

WOODRUFF, SPRADLIN & SMART, APC

By: _____

M. Lois Bobak
Attorneys for Defendant
Orange County Transportation Authority

DATED: April 8, 2021



Ken E. Steelman, General Counsel
Defendant Cofiroute USA, LLC

DATED: April 8, 2021

CORBETT, STEELMAN & SPECTER

By: 

David F. Brown
Attorneys for Defendant Cofiroute USA, LLC

DATED: April _____, 2021

SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP

By: _____

Helen I. Zeldes
Co-Lead Class Counsel

DATED: April _____, 2021

LINDEMANN LAW FIRM, APC

By: _____

Blake J. Lindemann
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: April _____, 2021

WOODRUFF, SPRADLIN & SMART, APC

By: _____
M. Lois Bobak
Attorneys for Defendant
Orange County Transportation Authority

DATED: April _____, 2021

Ken E. Steelman, General Counsel
Defendant Cofiroute USA, LLC

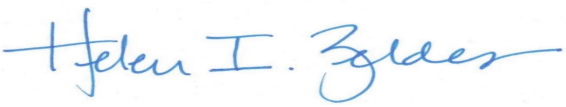
DATED: April _____, 2021

CORBETT, STEELMAN & SPECTER

By: _____
David F. Brown
Attorneys for Defendant Cofiroute USA, LLC

DATED: April 6, 2021

SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP

By:  _____
Helen I. Zeldes
Co-Lead Class Counsel

DATED: April _____, 2021

LINDEMANN LAW FIRM, APC

By: _____
Blake J. Lindemann
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: April _____, 2021

WOODRUFF, SPRADLIN & SMART, APC

By: _____

M. Lois Bobak
Attorneys for Defendant
Orange County Transportation Authority

DATED: April _____, 2021

Ken E. Steelman, General Counsel
Defendant Cofiroute USA, LLC

DATED: April _____, 2021

CORBETT, STEELMAN & SPECTER

By: _____

David F. Brown
Attorneys for Defendant Cofiroute USA, LLC

DATED: April _____, 2021

SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP

By: _____

Helen I. Zeldes
Co-Lead Class Counsel

DATED: April 12, 2021

LINDEMANN LAW FIRM, APC

By:  _____

Blake J. Lindemann
Co-Lead Class Counsel

DATED: April 5, 2021

CUNEO GILBERT & LADUCA LLP

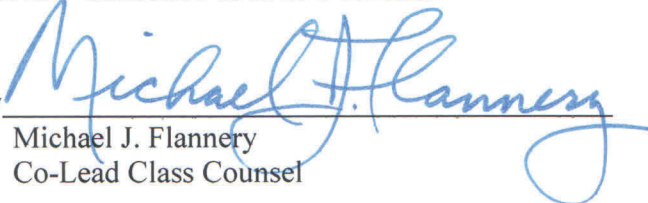
By 
Michael J. Flannery
Co-Lead Class Counsel

EXHIBIT A

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

IN RE: TOLL ROADS LITIGATION

Case No: 8:16-cv-00262-ODW(ADSx)

Hon. Otis D. Wright II

PENNY DAVIDI BORSUK; DAVID COULTER; EBRAHIM E. MAHDA; TODD QUARLES; TODD CARPENTER; LORI MYERS; DAN GOLKA; and JAMES WATKINS on behalf of themselves and all others similarly situated,

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs,

vs.

Date: April 23, 2021

Time: 9:00 a.m.

Location: Judicate West

55 Park Plaza, Suite 400

Irvine, CA 92614

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY; SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY; ORANGE COUNTY TRANSPORTATION AUTHORITY; 3M COMPANY; BRiC-TPS LLC; RHONDA REARDON; MICHAEL KRAMAN; CRAIG YOUNG; SCOTT SCHOEFFEL; ROSS CHUN; DARRELL JOHNSON; LORI DONCHAK; COFIROUTE USA, LLC; and DOES 3-10; inclusive,

Special Master: Hon. Andrew J. Guilford (ret.)

Defendants

1 segment of the Settlement Class. The proposed Settlement is sufficient to warrant
2 sending notice to the class members about the Settlement in the manner proposed by
3 Plaintiff. The procedures for establishing and administering the benefits provided
4 by the proposed Settlement and for notice to class members satisfy Rule 23 and due
5 process.

6 2. The Court finds and determines that it will likely be able to certify the
7 Settlement Class for purposes of judgment on the proposed Settlement under Rule
8 23(b)(3) of the Federal Rules of Civil Procedure, because the Settlement Class is
9 similar to the privacy class previously certified by the Court (Dkt 439 and 501) as to
10 Defendants, and the Court had therefore previously determined that: (a) members of
11 each subclass of the Settlement Class are so numerous that joinder of all members
12 would be impracticable, (b) there are questions of law and fact that are common
13 within each subclass of the Settlement Class, and those common questions of law
14 and fact predominate over any questions affecting any individual class member; (c)
15 the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) a
16 class action on behalf of each subclass of the Settlement Class is superior to other
17 available means of adjudicating this dispute; and (e) Plaintiff and Class Counsel are
18 adequate representatives of the Settlement Class. Defendants retain all rights to
19 assert that this action should not be certified as a class action, other than for
20 settlement purposes.

21 3. The Court has reviewed the class notices for the Settlement Class and
22 the methods for providing notice and has determined that these forms and methods
23 of notice constitute the best notice practicable under the circumstances; are
24 reasonably calculated to apprise Settlement Class members of the terms of the
25 Settlement and of their right to participate in it, object, or opt-out; are reasonable
26 and constitute due, adequate, and sufficient notice to all persons entitled to receive
27 notice; and meet all applicable requirements of Rule 23 and due process.

28

1 **Accordingly, IT IS HEREBY ORDERED that:**

2 1. The Motion for Preliminary Approval is **GRANTED**. The Court
3 preliminarily approves the Settlement.

4 2. The Court hereby certifies, for settlement purposes only, a Settlement
5 Class consisting of the following individuals whose PII was provided by OCTA or
6 Cofiroute to an entity described below between June 29, 2015 and the Settlement
7 Class Period End Date (10 days after entry of this Order):

- 8 • Any person with a transponder account with a Non-Party Toll Agency whose
9 PII, including the date, time and location of a toll transaction, was sent by
10 Defendants to a Non-Party Toll Agency for purposes of collecting a toll incurred
11 on the 91 Express Lanes (the “Interoperability Subclass”);
- 12 • Any person whose license plate number was sent by Defendants to the
13 California Department of Motor Vehicles or out-of-state equivalent, directly or
14 through a subcontractor, in connection with more than one alleged toll violation
15 incurred on the 91 Express Lanes (the “DMV Subclass”);
- 16 • Any person whose PII was sent to a car rental company by Defendants in
17 connection with an alleged toll violation incurred on the 91 Express Lanes (the
18 Car Rental Subclass”); and
- 19 • Any person whose PII, other than the amount of tolls and penalties owed, the
20 violation number, or the violator’s account number, was sent by Defendants to a
21 third-party debt collector for collection of unpaid tolls and/or toll violation
22 penalties incurred on the 91 Express Lanes (the “Debt Collection Subclass”).

23 The following individuals are excluded from the Settlement Class: Current members
24 of the OCTA Board of Directors, OCTA’s Chief Executive Officer, the General
25 Manager of the 91 Express Lanes, OCTA’s 91 Express Lanes Project Manager III,
26 the attorneys representing OCTA or Cofiroute in this Litigation. and the judge to
27 whom this case is or was assigned, any member of the judge’s immediate family,
28 and any member of the judge’s staff.

1 3. Class Representative. The Court preliminarily finds and determines,
2 pursuant to Rule 23(a), that Plaintiff Dan Golka will fairly and adequately represent
3 the interests of the Settlement Class in enforcing their rights in the action and
4 appoints him as “Class Representative.” The Court preliminarily finds that he is
5 similarly situated to absent Settlement Class members and therefore typical of the
6 Settlement Class, and that he will be an adequate class representative.

7 4. Class Counsel. For purposes of the Settlement, the Court appoints
8 Helen I. Zeldes of Schonbrun Seplow Harris Hoffman & Zeldes, LLP, Blake J.
9 Lindemann of Lindemann Law, APC and Michael J. Flannery of Cuneo Gilbert &
10 LaDuca, LLP as Class Counsel to act on behalf of the Settlement Class and the
11 Class Representative with respect to the Settlement. The Court authorizes Class
12 Counsel to enter into the Settlement on behalf of the Class Representative and
13 Settlement Class, and to bind them all to the duties and obligations contained
14 therein, subject to final approval by the Court of the Settlement.

15 5. Administration. Epiq Class Action & Claims Solutions, Inc is
16 appointed as Class Administrator to administer the notice procedure and the
17 processing of claims for the Settlement Class, under the supervision of Class
18 Counsel.

19 6. Class Notice. The form and content of the proposed Notice of Class
20 Action Settlement (“Long Form Notice”), the Email Notice, Mail Notice, and
21 Publication Notice are hereby approved. The Parties and Class Administrator may
22 amend the Class Notice documents as necessary to add dates, correct errors, and
23 improve the information provided to Settlement Class members consistent with the
24 guidance provided by the Special Master.

25 7. Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills
26 Transportation Corridor Agency (collectively, “TCA”) are hereby ordered to
27 provide to the Class Administrator, in an electronically searchable and readable
28 format, the names, email addresses and, if necessary (i.e., if an email address is

1 unavailable or if the Class Administrator notifies TCA that an email was returned as
2 undeliverable) the last known mailing addresses of TCA FasTrak account holders
3 who used their TCA FasTrak account to pay for a toll on the Orange County portion
4 of the 91 Express Lanes between June 29, 2015 and the tenth (10th) day after the
5 entry of this Order. Defendants are hereby ordered to provide to the Class
6 Administrator, in an electronically searchable and readable format mutually
7 acceptable to the Class Administrator and Defendants, the following information, to
8 the extent the information is reasonably retrievable from Defendants' reasonably
9 available and searchable data bases as maintained by Cofiroute: the names and last
10 known mailing addresses of the members of the Debt Collection Subclass and
11 whether the member is eligible for penalty forgiveness pursuant to Section 12.02.
12 The Court finds that the provision of the foregoing information by OCTA, Cofiroute
13 and/or TCA to the Class Administrator is necessary so that reasonable notice can be
14 given to the Settlement Class, as required by state and federal constitutional
15 provisions and Rule 23, and so the Class Administrator can verify membership in
16 the Settlement Class and verify claim eligibility, as necessary. The Court further
17 finds and orders that compliance with this Order by OCTA, TCA and/or Cofiroute
18 will not and does not violate California Streets & Highways Code section 31490 or
19 any other federal, state or local constitution, statute, rule, regulation or policy
20 purporting to limit the disclosure of personally identifiable information.

21 8. To effectuate this Order and to ensure adequate notice is provided to
22 the members of the Settlement Class, and in accordance with both the Court's
23 general authority to protect its jurisdiction and the All Writs Act (28 USC § 1651),
24 the Court hereby permanently enjoins each and every member of the Settlement
25 Class from filing or pursuing any claim or litigation against any of the persons
26 and/or entities listed below in subparagraphs 8(a) through (c) asserting that
27 compliance with the obligations imposed by this Order or the Agreement violates
28 California Streets & Highways Code section 31490 or any other federal, state or

1 local constitution, statute, rule, regulation or policy purporting to limit the disclosure
2 of personally identifiable information:

3 a. OCTA, Cofiroute, and any and all other Released Parties (as defined in
4 Section 2.26 of the Agreement);

5 b. TCA and BRiC-TPS, LLC (“BRiC”), together with their respective
6 officers, agents, employees and attorneys;

7 c. Any other person or entity who provides information to the Class
8 Administrator pursuant to this Order, together with their respective officers, agents,
9 employees and attorneys.

10 9. The Class Administrator shall send the applicable Class Notice as
11 provided by the Agreement via: (i) electronic mail, to the most recent email address
12 of all persons in the Interoperability Subclass for whom TCA provides an email
13 address; (ii) first class mail, to the most recent mailing address of all persons in the
14 Interoperability Subclass for whom TCA had no reasonably available email address
15 or whose email notice was returned as undeliverable and for whom TCA provides a
16 mailing address, and all persons in the Debt Collection Subclass for whom OCTA or
17 Cofiroute provides a mailing address; and (iii) via publication and social media
18 advertisements for all other members of the Settlement Class. The Notice will
19 advise the Settlement Class members of the opportunity to update their email
20 address and/or mailing address with the Class Administrator.

21 10. The Class Administrator shall treat the records of Settlement Class
22 members as confidential and shall not disclose all or any portion of those records to
23 any person or entity except as authorized by Court order. The Class Administrator
24 shall use the records containing Settlement Class member information solely for the
25 purposes of providing notice to Settlement Class members, facilitating
26 communication with them about the Settlement, administering and processing
27 claims and exlcusions including verifying claim forms, and calculating and paying
28 settlement awards. No copies of Settlement Class member information may be

1 made, nor utilized by the Class Administrator for any purpose not specified in this
2 Order.

3 11. Settlement Website. By the Settlement Notice Date, the Class
4 Administrator will maintain and administer a dedicated Settlement Website
5 containing class information and related documents. At a minimum, such documents
6 will include the operative Corrected First Amended Consolidated Class Action
7 Complaint (Dkt 119-1), the Agreement and attached exhibits, E-mail Notice, Mail
8 Notice, this Order, the Court’s January 17, 2020 order on Defendants’ Key
9 Questions Motion (Dkt 566), all motions or other papers filed regarding final
10 settlement approval, attorney’s fees, costs, and/or service awards for the Class
11 Representative, and the Final Approval Order. The Settlement Website will permit
12 members of the Settlement Class who elect to do so to register online to receive (a)
13 email notice that the Court has granted final approval of the Settlement, (b) updates
14 on the deadlines to submit Requests for Exclusion and make Objections, and (c) the
15 status of payments under the terms of the Settlement. The Settlement Website will
16 be taken down and rendered inaccessible by the Final Distribution Date.

17 12. Claims. All claims must be postmarked or submitted electronically
18 within **eighty-four (84) days after the Settlement Notice Date (“Claims**
19 **Deadline”**) as specified by the Agreement. Any eligible Settlement Class member
20 who does not timely and properly submit a claim within the time provided for shall
21 be forever barred from sharing in the distribution of the proceeds of the Settlement,
22 unless otherwise agreed by the Parties or ordered by the Court, but will in all other
23 respects be subject to and bound by the provisions of this Order and upon final
24 approval of the Settlement by the provisions of the Agreement, the releases and
25 covenant not to sue contained therein, the Judgment, and the Final Approval Order.

26 13. The Class Administrator shall review and process each claim to
27 determine whether it qualifies for a Cash Award, and in what amount, in accordance
28 with the terms of the Agreement. Claims that do not meet the submission

1 requirements may be rejected. Prior to rejecting a claim, in whole or in part, the
2 Class Administrator shall communicate with the claimant in writing to give the
3 claimant a reasonable opportunity to remedy any deficiencies in the claim.

4 14. Exclusions from the Settlement. Members of the Settlement Class who
5 wish to exclude themselves from the Settlement Class must advise the Class
6 Administrator by providing a written Request for Exclusion. The Request for
7 Exclusion must be postmarked no later than **eighty-four (84) days after the**
8 **Settlement Notice Date** (the “Exclusion Deadline”). In it, the Settlement Class
9 member must state his or her full name and address and must state that he or she
10 wishes to be excluded from the Settlement. Any member of the Settlement Class
11 who submits a valid and timely Request for Exclusion will not be a Final Settlement
12 Class member and will not be bound by the terms of the Agreement (but will be
13 bound by the injunction in paragraph 8, above). All members of the Settlement
14 Class who do not submit a timely, valid Request for Exclusion, however, will be
15 bound by this Order, and upon final approval of the Settlement by the Agreement,
16 including the releases and covenant not to sue, the Final Approval Order and the
17 Judgment.

18 15. Objections. Any Settlement Class member who intends to object to the
19 Settlement (“Objector”) must file a written objection with the Court, located at 350
20 W. 1st Street, Los Angeles California, 90012, Courtroom 5D, no later than **eighty-**
21 **four (84) days after the Settlement Notice Date** (the “Objection Deadline”). In the
22 written objection, the Objector must state his or her (1) full name and address; (2)
23 account number with OCTA, if one exists; and (3) any other proof of Settlement
24 Class membership if such proof exists (“Objection”). The written Objection must
25 also state the reasons for the Objector’s objection to the Settlement and indicate
26 whether he or she intends to appear at the hearing on the motion for final approval
27 of the Settlement (“Final Approval Motion”) before the Special Master on his or her
28 own behalf or through counsel. Any documents supporting the Objection must be

1 attached to the Objection. The Parties shall have the right to obtain document
2 discovery from and take the deposition of any Objector relevant to the Objection.
3 Any Objector who timely files an Objection and indicates an intent to appear may
4 appear at the hearing before the Special Master on the Final Approval Motion, either
5 in person or through an attorney hired at the Objector's own expense, to object to
6 the fairness, reasonableness, or adequacy of the Settlement.

7 16. Declaration of Class Administrator. No later than fourteen (14)
8 calendar days before the hearing before the Special Master on the Final Approval
9 Motion, the Class Administrator shall file with the Court and serve on counsel for
10 all Parties a declaration stating that the Notice required by this Order has been
11 completed.

12 17. Motion for Final Approval. The Final Approval Motion shall be filed
13 and served **at least twenty-eight (28) days before the hearing on the Final**
14 **Approval Motion before the Special Master.** Any opposition papers in response
15 to any Objections shall be filed and served at least **fourteen (14) calendar days**
16 **prior to the hearing on the Final Approval Motion before the Special Master.**

17 18. Any motions for attorneys' fees and costs and service awards shall be
18 filed **at least two weeks before the Objection and Exclusion Deadlines.**

19 19. Defendants shall bear no responsibility for any application for
20 attorneys' fees and costs and service awards, and such matters will be considered
21 separately from the fairness, reasonableness, and adequacy of the Settlement. At or
22 after the hearing before the Special Master on the Final Approval Motion, the
23 Special Master shall make recommendations to the Court on any application for
24 attorneys' fees and costs to Class Counsel and any service award to the Class
25 Representative.

26 20. All reasonable expenses incurred in accordance with the Agreement
27 and this Order in identifying and notifying Settlement Class members, as well as
28

1 administering the Settlement, shall be paid in accordance with the terms set forth in
2 the Agreement.

3 21. The Court preliminarily approves Section 15 of the Agreement in
4 which OCTA, Cofiroute, and any other Released Parties, and TCA, 3M Company,
5 BRiC, any other person or entity who provides information to the Class
6 Administrator pursuant to this Order, and any of their respective officers, agents,
7 employees and attorneys are released from any and all claims asserting that
8 compliance with the obligations of this Order, the Agreement, and/or the Court
9 ordered Notice requirements violates Section 31490 or any other federal, state or
10 local constitution, ordinance, statute, rule, regulation or policy purporting to limit
11 the disclosure of the personally identifiable information which is reasonably
12 necessary to provide notice to the Settlement Class and to otherwise implement the
13 Settlement.

14 22. The Special Master, Hon. Andrew J. Guilford (ret.), shall hold a
15 hearing on the Final Approval Motion and on any motions for award of attorneys'
16 fees and costs and/or service award to the Class Representative on a date(s) selected
17 by the Special Master at Judicate West, to determine: (a) whether the Settlement on
18 the terms and conditions provided for in the Agreement is fair, reasonable and
19 adequate to class members and should be finally approved by the Court; (b) whether
20 a judgment should be entered pursuant to the Settlement; (c) whether Class Counsel
21 should be awarded attorneys' fees and costs, and if so, in what amount; and
22 (d) whether a service award should be awarded to the Class Representative, and if
23 so, in what amount. The Special Master may postpone the hearing on the Final
24 Approval Motion and any motions for attorneys' fees and service awards and will
25 provide notice of any such postponement to the Class Administrator who shall post
26 such information to the Settlement Website without the need for further or
27 additional notice to the Settlement Class members. The Special Master shall produce
28 a Report and Recommendation as to whether the Settlement should be approved as

1 fair, reasonable and adequate under Rule 23(e) and whether any motions for
2 attorneys' fees or service awards should be granted and if so in what amounts.

3 23. Neither the Agreement or any of its terms or provisions, nor any of the
4 negotiations or proceedings connected with the Settlement, whether or not
5 consummated, shall be construed as an admission or concession of any kind by any
6 of the Parties. Neither the Agreement or any of its terms or provisions, nor any of
7 the negotiations or proceedings connected with the Settlement, may be offered
8 against any of the Parties in this case or any other action or proceeding as evidence
9 of, or construed as or deemed to be evidence of, any presumption, concession or
10 admission by any of the Parties regarding any issue whatsoever including:
11 (i) whether it was appropriate for class certification; (ii) the validity of any
12 allegation or claim or element thereof that was, could have been or will be asserted
13 against any of the Defendants; (iii) liability, negligence, fault, or wrongdoing of any
14 kind; and (iv) the existence or scope of any damages.

15 24. The Court retains exclusive and continuing jurisdiction over the Parties
16 and the Settlement Class members to consider all further motions and applications
17 arising out of, or connected with this Order, the Agreement or related Settlement
18 matters. The Court may approve the Settlement with such modifications as may be
19 agreed to by the Parties, if appropriate, without further notice to the Settlement
20 Class. The Court also retains jurisdiction with respect to the implementation and
21 enforcement of this Order, the terms of the Agreement, and all Parties hereto submit
22 to the jurisdiction of the Court for purposes of implementing and enforcing the
23 Settlement embodied in the Agreement.

24 25. All Settlement Class members shall be bound by all determinations and
25 judgments of the Court in this case concerning the Settlement and related matters,
26 whether favorable or unfavorable to the Settlement Class.

27 26. All proceedings in this action relating to OCTA and Cofiroute shall be
28 stayed until further order of the Court, except for proceedings that may be necessary

1 to implement this Order, the Agreement, its Exhibits, or to comply with or effectuate
2 the terms and conditions of the Settlement.

3 27. Pending determination of the Final Approval Motion, neither Plaintiff
4 nor any Settlement Class member, directly or indirectly, representatively, or in any
5 other capacity, shall commence or prosecute against OCTA, Cofiroute or any of the
6 other Released Parties any action or proceeding in any court or tribunal asserting
7 any of the Released Claims; provided that this prohibition shall not apply to the
8 following claims, which were expressly carved out of the Settlement by the Parties:

- 9 - The claims expressly asserted in the January 6, 2020 First Amended
10 Complaint on file in the case entitled Mathew Skogebo et al., vs. Cofiroute
11 USA, LLC, et al., Orange County Superior Court Case No. 30-2019-
12 01118474;
- 13 - The claims expressly asserted in the January 13, 2020 Second Amended
14 Complaint on file in the case entitled Harvey J. Thompson, et al., vs.
15 Cofiroute USA, LLC, et al., Orange County Superior Court Case No. 30-
16 2019-01108804; and
- 17 - The claims expressly asserted in the January 3, 2020 Corrected First
18 Amended Complaint on file in the case entitled Sanket Vinod Thakur, et
19 al., vs. Cofiroute USA, LLC, et al, United States District Court, Central
20 District of California, Case No. 8:19-CV-02233 ODW (JDEx).

21
22
23 **IT IS SO ORDERED:**

24
25 Dated: _____, 2021

26 Otis D. Wright II
27 United States District Judge
28

EXHIBIT B

LONG FORM NOTICE

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

If You Used a FasTrak Account To Pay a Toll On The 91 Express Lanes, Or Received a Toll Violation For the 91 Express Lanes in Orange County, California, You May Be Entitled To Benefits From A Class Action Settlement

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

- A settlement has been reached in a class action lawsuit about whether the Orange County Transportation Authority and Cofiroute USA, LLC (the “Defendants”) improperly shared with third parties certain “Personally Identifiable Information” (“PII”) of owners or operators of motor vehicles that used the 91 Express Lanes in Orange County, California. The Defendants deny the allegations in the lawsuit. The Court has decided that certain claims against the Defendants lack merit but has not ruled on one remaining claim.
- The settlement between Plaintiff Dan Golka and the Defendants (“Settlement”) covers the time period from June 29, 2015 to [10 days after Prelim Approval Order].
- The Settlement offers eligible Settlement Class Members cash payments or penalty forgiveness as set forth below.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

SUBMIT A CLAIM FORM	You may submit a Claim Form seeking a cash payment of up to \$15.00 if your toll violation was sent to a debt collector and you are not entitled to automatic penalty forgiveness (see below).
AUTOMATIC PENALTY FORGIVENESS	If you have outstanding penalties for driving on the 91 Express Lanes that were sent to a third-party debt collector (including Linebarger Goggan Blair & Sampson) as of the Effective Date of the Settlement (see below), you will receive automatic forgiveness of a portion of the penalty for such violation(s). The penalty on each of your toll violations will automatically be reduced to \$100.00. You will also receive approximately an additional \$40.00 off the total debt owed. You do not have to do anything to participate in the penalty forgiveness program - your account will automatically be credited if you are in this Class and do not exclude yourself from the Settlement.
EXCLUDE YOURSELF	You may request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against the Defendants for the claims at issue in the Settlement (see question 12 below).
OBJECT	If you do not exclude yourself from the Settlement, you may submit a written objection to the Court about why you do not like the Settlement.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT www.XXXXXXXXXXXXXX.com

Do NOTHING	You will not receive a cash payment but may still qualify for automatic forgiveness of a portion of your toll violation penalties. You will give up any rights you might have to sue the Defendants about the claims resolved by the Settlement.
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- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to eligible class members who submit qualifying claim forms or are found eligible for automatic forgiveness of toll violation penalties. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement in a class action lawsuit known as *In re Toll Roads Litigation*, Case No. 8:16-cv-262-ODW(ADSx) (C.D. Cal.), and about all of your options, before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights regarding the Settlement.

Judge Otis D. Wright II of the United States District Court, Central District of California is overseeing this case. The people who sued are called the “Plaintiffs.” The Orange County Transportation Authority, Darrell Johnson and Lori Donchak (collectively “OCTA”) and Cofiroute USA, LLC (“CUSA”) are collectively called the “Defendants.” The lawsuit alleges that in the course of operating the 91 Express Lanes, the Defendants in violation of Section 31490 of the California Streets and Highways Code provided personally identifiable information (as defined in section 31490, “PII”) to certain third parties. The lawsuit seeks statutory damages on behalf of the named Plaintiffs and a proposed class of all individuals in the United States who operated motor vehicles on the 91 Express Lanes and had their PII captured and shared with third parties. The lawsuit also alleges that Defendants’ toll collection practices and imposition of penalties violated the excessive fines and due process clauses of the U.S. and California Constitution, violated the California constitutional right of privacy and the California Consumer Legal Remedies Act and Unfair Competition Law, and that they were negligent. There are other defendants, including Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Corridor Transportation Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon (collectively “TCA”), 3M Company (“3M”) and BRiC-TPS, LLC (“BRiC”), who entered into separate settlement agreements with the Plaintiffs, and are not part of this Settlement.

There are **three separate settlements** in this single lawsuit. In addition to this Settlement, the Plaintiffs settled separately with TCA and BRiC on the one hand, and 3M on the other regarding their operation of the 73, 133, 241 and 261 Toll Roads in Orange County.

You received notice because the records of one or more of the defendants showed that you may be a member of the OCTA/CUSA settlement class. United States District Court Judge Otis D. Wright II ordered OCTA, CUSA and TCA to provide your name and contact information (either your mailing address or your email address) to the Class Administrator so that notice could be sent to you.

As explained further below, from the Settlement with OCTA and CUSA you may:

- get a cash payment if your toll violation was sent to a third-party debt collector and you do not currently owe any additional penalties, by filing a valid claim form;
- have a portion of your outstanding toll violation penalties forgiven;
- object to the Settlement; or
- request exclusion from the Settlement.

Defendants deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and further deny that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through litigation and trial. The Court ruled for Defendants on most of the Plaintiffs’ privacy claims but has not decided who is right on one remaining class privacy claim.

The Plaintiffs' Complaint, the Settlement Agreement, the Court's ruling on the privacy claims, and other case-related documents are posted on the website www.XXXXXXXXXXX.com. The Settlement resolves the claims against OCTA and CUSA in the lawsuit.

2. What is "Personally Identifiable Information" or PII?

In the context of the Settlement, Personally Identifiable Information ("PII") means "any information that identifies or describes a person including, but not limited to, travel pattern data, address, telephone number, email address, license plate number, photograph, bank account information, or credit card number," as provided in Section 31490(o) of the California Streets and Highways Code.

3. Which toll roads are the subject of the lawsuit?

Plaintiffs allege that the toll roads upon which motor vehicles owned or driven by Plaintiffs and Class Members were operated include the 91 Express Lanes operated by OCTA and other California toll roads in California operated by other public entities, including the TCA. Visit the www.XXXXXXXXXXX.com website to see a map of the included toll roads. If you received this Notice, you are likely included in the Settlement because the defendants' records have identified you as a person whose PII may have been shared as part of the operation of the 91 Express Lanes.

4. Why is this a class action?

In a class action, one or more people called "Class Representative(s)" (in this case, Plaintiff Dan Golka) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a "Settlement Class."

5. Why is there a Settlement?

The Court has ruled in favor of the Defendants on a number of the privacy claims raised in the lawsuit, but has not decided wholly in favor of either the Plaintiffs or Defendants. Instead, Plaintiff Dan Golka and Defendants have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all liability and legal claims against them in this case. Plaintiff Dan Golka and the lawyers representing the class think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

6. Who is included in the Settlement?

If you received a Notice by email or mail you are likely a Settlement Class Member.

The following individuals whose PII was provided by OCTA or CUSA to an individual or entity described below between June 29, 2015 and [10 days after Prelim Approval Order] are included in the Settlement:

- Any person with a transponder account with a California toll road operator other than OCTA whose PII including the date, time and location of a toll transaction on the 91 Express Lanes was sent by Defendants to another California toll road operator between June 29, 2015 and [10 days after Prelim Approval Order] for purposes of collecting a toll incurred on the 91 Express Lanes (the “Interoperability Subclass”); and
- Any person whose PII was sent by Defendants between June 29, 2015 and [10 days after Prelim Approval Order] to: a) the California Department of Motor Vehicles or out-of-state equivalent in connection with more than one alleged toll violation incurred on the 91 Express Lanes (the “DMV Subclass”); b) a car rental company in connection with an alleged toll violation incurred on the 91 Express Lanes (the “Car Rental Subclass”); and/or c) a third-party debt collector for collection of unpaid tolls and/or toll violation penalties incurred on the 91 Express Lanes (the “Debt Collection Subclass”)

The following individuals are excluded from the Settlement Class: Current members of the OCTA Board of Directors, OCTA’s Chief Executive Officer, the General Manager of the 91 Express Lanes, OCTA’s 91 Express Lanes Project Manager III, and the attorneys representing OCTA and Cofiroute in this Litigation.

The Settlement Agreement does not include any of the following claims:

- The claims expressly asserted in the January 6, 2020 First Amended Complaint on file in the case entitled *Mathew Skogebo et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01118474;
- The claims expressly asserted in the January 13, 2020 Second Amended Complaint on file in the case entitled *Harvey J. Thompson, et al., vs. Cofiroute USA, LLC, et al.*, Orange County Superior Court Case No. 30-2019-01108804; and
- The claims expressly asserted in the January 3, 2020 Corrected First Amended Complaint on file in the case entitled *Sanket Vinod Thakur, et al., vs. Cofiroute USA, LLC, et al.*, United States District Court, Central District of California, Case No. 8:19-CV-02233 ODW (JDEx).

7. What if I am not sure whether I am included in the Settlement?

If you are still not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the settlement website at www.XXXXXXXXXXX.com or call the toll-free number, 1- [REDACTED].

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

The benefits provided by the Settlement are as follows:

OCTA will pay \$1 million to create a “Settlement Fund.” The Settlement Fund will be used to pay all Settlement costs, including notice and administration costs, the Special Master’s fees and costs, any attorneys’ fees awarded to the attorneys representing the Settlement Class, and any approved service award to the Class Representative. The remainder (the “Net Settlement Funds”) will be distributed as cash payments to eligible Settlement Class Members who had a toll violation sent to a

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third-party debt collector and who submit valid claims and who are not eligible for the penalty forgiveness described below. The cash payments will be distributed on a pro rata basis to valid claimants depending on the number of valid claims filed, up to a maximum of \$15.00 per person. Any amount remaining will be donated to Privacy Rights Clearinghouse, a Southern California non-profit privacy rights advocacy organization.

OCTA will also provide \$40 million in toll violation penalty forgiveness. This will be allocated as follows: Every toll violation penalty currently assigned to a third party debt collector for collection will be reduced to \$100.00. In addition, each toll violator who currently owes OCTA a debt for one or more toll violation penalties assigned to a third party debt collector will have the amount of that debt reduced by approximately \$40.00. You do not have to submit a claim to obtain this reduction. If you do not submit a request to be excluded from the Settlement Class, and you have a qualifying toll violation debt, you will automatically receive this benefit.

9. How do I file a claim?

If you qualify for a cash payment (i.e., you had a toll violation sent to a third-party debt collector and are not eligible for penalty forgiveness) you must complete and submit a valid Claim Form. You can file your Claim Form online at www.XXXXXXXXXXXXXX.com. The deadline to file a claim online is **11:59 p.m. PST on** _____.

You may also file your Claim Form via regular mail. A Claim Form can be downloaded from the website at www.XXXXXXXXXXXXXX.com. Claim Forms submitted by mail must be **postmarked** on or before _____ **and mailed to:**

91 Express Lanes Settlement Administrator
PO Box _____
Portland, OR 97208-_____

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required, including the unique identifying number provided to you on the notice you were sent by email or mail (if you received a notice). Only one Claim Form per Settlement Class Member may be submitted.

10. When will I receive my payment?

Payments to eligible Class Members who submit valid claims and reductions in outstanding toll violation penalties will be made only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Court’s Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep any rights you might have to sue the settling Defendants about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or “opting out” of the Settlement Class.

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11. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

91 Express Lanes Settlement Administrator
PO Box [REDACTED]
Portland, OR 97208-[REDACTED]

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded from the Settlement Class. A request to be excluded will not affect your eligibility to participate in any settlement regarding any toll roads other than the 91 Express Lanes.

Your exclusion request must be postmarked no later than [REDACTED]. You cannot ask to be excluded on the phone, by email, or at the website.

12. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue the Defendants for legal claims that the Settlement resolves.

If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

13. What am I giving up to stay in the Settlement Class?

If you stay in the Settlement Class and do not exclude yourself, you cannot sue or be part of any other lawsuit or other proceeding against the Defendants about the issues settled in this case, except even if you don't exclude yourself you can still pursue informal or formal administrative procedures to contest a prior toll evasion violation that has not been resolved. If you stay in the Settlement Class, all of the decisions and judgments by the Court related to the Settlement will bind you. If you file a Claim Form or do nothing at all, you will be releasing Defendants from all of the claims described and identified in Section 15 of the Settlement Agreement. Whether you exclude yourself or stay in the Settlement Class, you cannot bring a new claim based on the fact that one or more of the defendants provided your name and contact information to the Class Administrator so notice of the Settlement could be sent to you.

The Settlement Agreement is available at www.XXXXXXXXXXX.com. The Settlement Agreement provides more detail regarding the release and describes the released claims, so read it carefully. You can talk to the law firms representing the Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

14. If I exclude myself, can I still get a payment or a reduction of penalties?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement. And if you owe toll violation penalties assigned to a debt collector, those penalties will not be reduced if you exclude yourself.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as Class Counsel to represent all members of the Settlement Class.

Helen Zeldes Schonbrun Seplow Harris Hoffman & Zeldes, LLP 501 W. Broadway, Suite 800 San Diego, CA 92101	Blake J. Lindemann 433 North Camden Drive 4 th Floor Beverly Hills, CA 90201	Michael Flannery Cuneo Gilbert & LaDuca LLP 500 North Broadway, Suite 1450 St. Louis, MO 63102
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You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to \$250,000 for attorneys’ fees, plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. Any fees and expenses awarded by the Court will be paid out of the cash Settlement Fund. The Court will decide the amount of fees and expenses to award, if any.

Class Counsel will also request a Service Award of up to \$5,000 for Plaintiff Daniel Golka, to be paid from the Settlement Fund, for his service as representative on behalf of the whole Settlement Class.

The motion by Class Counsel for attorneys’ fees, costs and Service Awards will be posted on the Settlement website at least two weeks before the [redacted], 2021 deadline for filing an objection to the Settlement or excluding yourself from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. You can object even if you also submit a claim for benefits under the Settlement. To object, you must submit a letter or other written document to the court that includes the following:

- 1) A heading that includes the case name and case number: *In re Toll Roads Litigation*, Case No. 8:16-cv-262-ODW(ADSx) (C.D. Cal.);
- 2) Your name, address, telephone number, and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) A signed declaration stating, under penalty of perjury, that you are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement, including the legal and factual basis for each objection and whether your objections apply only to you, to a specific subset of the class, or to the entire class; and

5) A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name, bar number, address, and telephone number of your counsel who will attend.

You must file your objection with the Court (in the manner provided by the Local Rules for the Central District of California) and mail your objection to each of the following eight addresses, and your objection must be postmarked by _____:

CLERK OF THE COURT	ADMINISTRATOR
Clerk of the Court United States District Courthouse Central District of California Div. Los Angeles, CA XXXXX	91 Express Lanes Settlement Administrator P.O. Box _____ Portland, OR 97208-3656

OCTA COUNSEL	CUSA Co-COUNSEL	CUSA Co-COUNSEL
M. Lois Bobak Woodruff, Spradlin & Smart, 555 Anton Boulevard Suite 1200 Costa Mesa, CA 92626-7670	Ken E. Steelman General Counsel Cofiroute USA, LLC 200 Spectrum Center Drive Suite 1650 Irvine, CA 92618	David F. Brown Corbett, Steelman & Specter 27281 Las Ramblas, Suite 200 Mission Viejo, CA 92691-8303

CLASS COUNSEL		
Helen Zeldes Schonbrun Seplow Harris Hoffman & Zeldes, LLP 501 W. Broadway, Suite 800 San Diego, CA 92101	Blake J. Lindemann 433 North Camden Drive 4 th Floor Beverly Hills, CA 90201	Michael Flannery Cuneo Gilbert & LaDuca LLP 500 North Broadway, Suite 1450 St. Louis, MO 63102

18. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you want to be part of the Settlement Class but you do not like something about the Settlement. You can object to a Settlement only if you do not exclude yourself from it. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because you will not be part of the settling class.

THE COURT’S FAIRNESS HEARING

The Court has appointed the U.S. District Court Judge who presided over this case for four years and is now retired, Hon. Andrew J. Guilford, Ret., as Special Master to consider whether the Settlement should be approved and submit a report and recommendation to the Court. The Special Master will hold a hearing on whether to recommend approval of the Settlement to the Court (“Fairness Hearing”).

19. When and where will the Court decide whether to approve the Settlement?

The Special Master has scheduled a Fairness Hearing on approval of the Settlement on _____ at _____ . The hearing may be moved to a different date or time without additional notice, so it is a good idea to check

www.XXXXXXXXXXXXXX.com for updates. At this hearing, the Special Master will consider whether the Settlement is fair, reasonable, and adequate. The Special Master will also consider the requests by Class Counsel for attorneys' fees and expenses and for a service award to the Class Representative. If there are objections, the Special Master will consider them at that time. After the hearing, the Special Master will decide whether to recommend approval of the Settlement to the Court. The Special Master's report and recommendation will be filed with the Court and posted to the website. Judge Wright will decide whether to accept it or not and enter an order accordingly. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Special Master may have. But, you are welcome to attend the Fairness Hearing at your own expense. If you file an objection, you do not have to attend the Fairness Hearing to talk about it, but you are free to do so. As long as you submit your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Special Master will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but it is not necessary.

21. May I speak at the hearing?

It is in the discretion of the Special Master whether to allow oral arguments at the Fairness Hearing. If you want to speak at the Fairness Hearing, include a statement in your objection that you intend to appear at the Fairness Hearing (*See* Question 17 above) and want to speak.

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will be bound by the judgment entered by the Court on the Settlement, including the release in the Settlement Agreement. This means you will not be able to start a lawsuit, continue with this lawsuit, or be part of any other lawsuit or proceeding against the Defendants about the claims settled and released in this case, except even if you do nothing you can still pursue informal or formal administrative procedures to contest a prior toll evasion violation that has not been resolved. If you are a member of the Settlement Class and owe toll violation penalties assigned to a debt collector for collection you will receive the reduction in your penalties (discussed in response to Question 8, above) even if you do nothing in response to this notice.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement's terms, refer to the Settlement Agreement at www.XXXXXXXXXXXXXXXXXX.com. You may also write with questions to the Settlement Administrator at 91 Express Lanes Settlement Administrator, PO Box [REDACTED], Portland, OR 97208-[REDACTED], or call the toll-free number, 1-[REDACTED]-[REDACTED]-[REDACTED].

EMAIL NOTICE

Draft Email Notice

To: [customer email address]
From: administrator@xxx.com [xxx Class Action Settlement]
Subject: Legal Notice about a Toll Roads class action settlement -- click link to submit a claim

If You Used a FasTrak Account To Pay a Toll on the 91 Express Lanes Or Received A Toll Violation In Connection With The 91 Express Lanes in Orange County, California, You May Be a Member of a Class Action and May be Entitled To Penalty Forgiveness Or A Payment of up to \$15.00 From the Class Action Settlement.

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

Use your Claim ID Number XXXXXXXXXXXX to file an easy online claim [here](#).

Why am I receiving this notice? You are receiving this notice because the records of the Orange County Transportation Authority (“OCTA”) show that your “Personally Identifiable Information” (“PII”) may have been shared for purposes of toll or penalty collection or toll-road interoperability for the 91 Express Lanes in Orange County, California between June 29, 2015 and [10 days after Prelim Approval Order]. You are therefore likely a class member and may be eligible to receive relief under a class action settlement (the “Settlement”) with OCTA and Cofiroute USA, LLC (“Defendants”). The United States District Court for the Central District Court of California ordered defendants to provide your name and email address to the Class Administrator so this notice could be sent to you advising you of the lawsuit and proposed settlement.

What was the lawsuit about? A settlement has been reached in a class action lawsuit in which Plaintiffs raised several claims, including that Defendants improperly collected and shared the PII of drivers and owners of vehicles who used a FasTrak transponder account with another California toll agency to pay for a toll on the 91 Express Lanes toll road or who used the 91 Express Lanes toll road without a valid transponder account. Defendants deny all allegations. The Court has decided that certain claims against Defendants lack merit but has not ruled on one remaining claim.

What are the Settlement terms? Every toll violation penalty currently assigned for third party debt collection will be reduced to \$100.00, and all outstanding toll violation debts assigned to a third party debt collector will be reduced by approximately an additional \$40.00. If your toll violation penalty was sent to a third-party debt collector but you currently do not owe an outstanding penalty, you may submit a claim for a cash award of up to \$15.00 from a \$1 million Settlement Fund. The amount of your cash award will depend on the total number of claims

filed, the costs of administration, and the amount the Court awards for attorneys' fees, costs and service awards. The lawyers representing the class intend to request up to \$250,000 for attorneys' fees, plus reimbursement of reasonable expenses, and for a service award of \$5,000 from the Settlement for the class representative. The details of the Settlement are available [here](#).

What are my options? You have **four options**: **First**, if you are eligible, using your Claim ID number shown at the top of this email, you can file your claim online [here](#) at the settlement website, www.XXXXXXX.com and seek benefits from the Settlement. Alternatively, you may download a paper [Claim Form](#) at the website and file via regular mail. **Second**, you may **do nothing**, in which case you will not receive a cash award but may still receive penalty forgiveness, your claims against Defendants will be released, and you will be bound by the orders and judgments of the Court. **Third**, you may **exclude yourself** from the Settlement by mailing a signed letter to the Settlement Administrator, indicating that you wish to be excluded from the Settlement. If you exclude yourself, you will receive no penalty forgiveness or cash awards from the Settlement, but you will keep any claims you have against Defendants to the extent that they are not barred by applicable law and have not been resolved by the Court (except any claim arising out of any defendant providing your name and contact information to the Class Administrator so notice could be sent to you). **Fourth**, as long as you do not exclude yourself from the Settlement, you may **object to the Settlement and indicate whether you plan to appear at the Fairness Hearing**, which is scheduled to occur on [REDACTED], 2021 at Judicate West, 55 Park Plaza, Suite 400, Irvine, CA 92614. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

What are the deadlines? The deadline for submitting a claim, excluding yourself, or objecting is 11:59 p.m on **Month Date, 2020**. The [Detailed Notice](#) available on the website explains how to exclude yourself or object.

For more information, visit www.XXXXXXX.com. You may also call 1-XXX-XXX-XXXX.

POSTCARD NOTICE

91 Express Lanes Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

#:28057

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

If You Used a FasTrak Account To Pay a Toll on the 91 Express Lanes Or Received A Toll Violation In Connection With The 91 Express Lanes in Orange County, California, You May Be a Member of a Class Action and May be Entitled To Penalty Forgiveness Or A Payment of up to \$15.00 From the Class Action Settlement.

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

Your Claim ID Number is: <<ClaimID>>

www.XXXXXXXXXX.com

<<BARCODE>>

<<NAME LINE 1>>
<<NAME LINE 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

CLAIM FORM

To claim your payment, sign this form and mail it by the deadline below. You can also file your claim online at www.XXXXXXXXXXXXXXXXXX.com by using your Claim ID number on the front of this Notice.

Your Claim Form must be postmarked by Month, Day, 2020 or submitted online at www.XXXXXXXXXXXXX.com by 11:59 ET on Month, Day, 2020. Late claims will be rejected.

By signing this Claim Form, you are affirming that you are eligible to receive the benefits of the Settlement.

Signature:

[Signature line]

Date (MM/DD/YY):

[Date grid]

I would like to receive my payment by (email address required below):

Paper Check

Digital Payment

PERSONAL INFORMATION UPDATE FORM

To notify the Settlement Administrator of any change in your contact information, you may fill out and return this card.

First Name:

[First Name grid]

MI:

[MI grid]

Last Name:

[Last Name grid]

Mailing Address:

[Mailing Address grid]

City:

[City grid]

State:

[State grid]

ZIP Code:

[ZIP Code grid]

Email Address:

[Email Address grid]

<<MailID>>

Claim ID: <<ClaimID>>

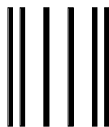
Why am I receiving this notice? The records of the Orange County Transportation Authority ("OCTA") show that some of your "Personally Identifiable Information" ("PII") may have been shared for purposes of toll or penalty collection or toll-road interoperability for the 91 Express Lanes in Orange County, California between June 29, 2015 and [10 days after Prelim Approval Order]. You are therefore likely a class member and may be eligible to receive relief under a class action settlement with OCTA and Cofiroute USA, LLC ("Defendants"). The United States District Court for the Central District Court of California ordered defendants to provide your name and address to a settlement administrator so this notice could be sent.

What was the lawsuit about? The class action claims allege that Defendants improperly collected and shared the PII of drivers and owners of vehicles who used a FasTrak transponder account with another California toll agency to pay for a toll on the 91 Express Lanes toll road or who used the 91 Express Lanes toll road without a valid transponder account. Defendants deny all allegations. The Court has decided that certain claims against Defendants lack merit but has not ruled on one remaining claim.

What are the Settlement terms? Under a proposed settlement, every toll violation penalty currently assigned for third party debt collection will be reduced to \$100.00, and all toll violation debts assigned to a third-party debt collector will be reduced by approximately an additional \$40.00. If your toll violation penalty was sent to a third-party debt collector but you currently do not owe an outstanding penalty, you may submit a claim for a cash award of up to \$15.00 from a \$1 million settlement fund. The amount of your cash award will depend on the total number of claims filed, the costs of administration, and the amount the Court awards for attorneys' fees, costs and service awards. The lawyers representing the class intend to request up to \$250,000 for attorneys' fees, plus reimbursement of reasonable expenses, and for a service award of \$5,000 from the settlement for the class representative. The details of the settlement are available at www.XXXXXXXXXX.com.

What are my options? You have **four options**: **First**, if you are eligible, you may **submit a Claim Form** either online using your Claim ID on the front of this postcard or by using the attached tear-off form, and seek benefits from the Settlement. **Second**, you may **do nothing**, in which case you will not receive a cash award but may still receive penalty forgiveness, your claims against Defendants will be released and you will be bound by the orders and judgments of the Court. **Third**, you may **exclude yourself** from the class and the settlement by mailing a signed letter to the Class Administrator, indicating that you wish to be excluded from the class and the settlement. If you exclude yourself, you will receive no penalty forgiveness or cash award from the settlement, but you will keep any claims you have against Defendants to the extent that they are not barred by applicable law and have not been resolved by the Court (except any claim arising out of any defendant providing your name and contact information to the Class Administrator so notice could be sent to you). **Fourth**, as long as you do not exclude yourself from the settlement, you may **object to the settlement and indicate whether you plan to appear at the Fairness Hearing**, which is scheduled to occur on _____, 2021 at Judicate West, 55 Park Plaza, Suite 400, Irvine, CA 92614. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The deadline for submitting a claim, excluding yourself, or objecting is 11:59 p.m. on **Month Date, 2020**. The Detailed Notice available on the website explains how to exclude yourself or object. For more information, call or visit the website.

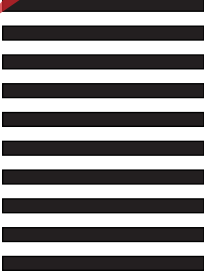
www.XXXXXXXXXXXXXXXXXX.com • 1-XXX-XXX-XXXX



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 581 PORTLAND OR

POSTAGE WILL BE PAID BY ADDRESSEE



91 Express Lanes Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX




PUBLICATION NOTICE

OCTA Settlement
Banner Advertisement

Online Display Banner –


Frame 1: Visible for 5 seconds.

**If you drove on the 91 Express Lanes
in Orange County, California,**




Frame 2: Visible for 5 seconds.

**your rights may be affected by
a Class Action Settlement.**



Frame 3: Visible for 5 seconds.

**For more information visit
www.XXXXXXXXXXXXXXX.com**





Facebook – Right Hand Column




Class Action Settlement | Drivers of 91
Express Lanes
www.websiteurl.com




Facebook – Newsfeed

 **Epiq**
Sponsored · 

If you drove on the 91 Express Lanes, your rights may be affected.





[WWW.WEBSITEURL.COM](#)
Class Action Settlement LEARN MORE


 Like  Comment  Share





Instagram – Newsfeed

Instagram

 **Epiq**
Sponsored



Learn More 

If you drove on the 91 Express Lanes, your rights may be affected by a Class Action Settlement.

EXHIBIT C

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

IN RE: TOLL ROADS LITIGATION

Case No: 8:16-cv-00262-ODW(ADSx)

PENNY DAVIDI BORSUK; DAVID COULTER; EBRAHIM E. MAHDA; TODD QUARLES; TODD CARPENTER; LORI MYERS; DAN GOLKA; and JAMES WATKINS on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY; SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY; ORANGE COUNTY TRANSPORTATION AUTHORITY; 3M COMPANY; BRiC-TPS LLC; RHONDA REARDON; MICHAEL KRAMAN; CRAIG YOUNG; SCOTT SCHOEFFEL; ROSS CHUN; DARRELL JOHNSON; LORI DONCHAK; COFIROUTE USA, LLC; and DOES 3-10; inclusive,

Defendants.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date:

Time:

Courtroom: 5D

Fifth Floor

350 W. 1st Street

Los Angeles, California

Judge: Hon. Otis D. Wright II

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ORDER GRANTING FINAL APPROVAL

On April __, 2021, Plaintiff Dan Golka on behalf of himself and the proposed Settlement Class (as defined below) (“Plaintiff”) and Defendants Orange County Transportation Authority, Darrell Johnson and Lori Donchak (collectively “OCTA”), and Defendant Cofiroute USA, LLC (“Cofiroute”) (OCTA and Cofiroute are collectively referred to as “Defendants”) entered into a Settlement Agreement and Release (“Agreement”), after two arm’s-length mediations, both with the assistance of mediator Robert Kaplan¹ The settlement reached by Plaintiff and Defendants will be referred to as the “Settlement.”

On _____ this Court granted Preliminary Approval of the Agreement and ordered that Notice be sent to the Settlement Class.

On _____, this Court heard Plaintiff’s motion for final approval of the Settlement. After reviewing (a) the motion and the supporting papers, including the Agreement; (b) any objections filed with or presented to the Court; (c) the parties’ responses to any objections; and (d) counsels’ arguments, the Court finds good cause to grant the motion.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement is, in all respects, fair, adequate, and reasonable The Court has come to this determination pursuant to the factors outlined in Federal Rules of Civil Procedure (“Rule”) 23(e)(2). Among other matters considered, the Court took into account: (a) the complexity of Plaintiff’s theory of liability; (b) the arguments raised by Defendants in their pleadings that could potentially preclude or reduce the recovery by class members; (c) the prior rulings of the Court on the merits of some of Plaintiff’s claims and in particular on Defendants’ Motion to Decide Key Legal

¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the Agreement.

1 Questions (Dkt. 566); (d) delays in any award to the Settlement Class that would
2 occur due to further litigation and appellate proceedings; (e) the amount of
3 discovery that has occurred; (f) the relief provided to the Settlement Class; (g) the
4 recommendation of the Settlement by counsel for the Parties; and (h) the low
5 number of objectors to the Settlement, demonstrating that the Settlement Class had a
6 positive reaction to the Settlement.

7 2. The Court finds that the Settlement Class members have been
8 adequately represented by the Class Representative and Class Counsel.

9 3. The Court also finds that extensive arm's-length negotiations have
10 taken place, in good faith, between Class Counsel and Defendants' Counsel
11 resulting in the Settlement. These negotiations were presided over by the
12 experienced mediator Robert Kaplan, Esq.

13 4. The Settlement provides substantial and adequate value to the
14 Settlement Class.

15 5. The Court finds that the Settlement was made in good faith pursuant to
16 Section 877 of the California Code of Civil Procedure ("Section 877") and bars any
17 other defendant in the case from claiming or obtaining contribution against OCTA
18 or Cofiroute.

19 6. The Class Administrator provided notice to members of the Settlement
20 Class in compliance with the Agreement, the Preliminary Approval Order, due
21 process, and Rule 23. The notice: (i) fully and accurately informed Settlement Class
22 members about the lawsuit and settlement; (ii) provided sufficient information so
23 that Settlement Class members were able to decide whether to accept the benefits
24 offered, opt-out and pursue their own remedies, or object to the proposed settlement;
25 (iii) provided procedures for Settlement Class members to file written objections to
26 the proposed settlement, to appear at the hearing, and to state objections to the
27 proposed settlement; and (iv) provided the time, date, and place of the final fairness
28 hearing.

1 7. The Parties have adequately performed their obligations under the
2 Agreement and Preliminary Approval Order to date.

3 8. For the reasons stated in the Preliminary Approval Order, and having
4 found nothing in any submitted objections that would disturb these previous
5 findings, this Court finds and determines that the proposed Settlement Class, as
6 defined below, meets all of the legal requirements for class certification for
7 settlement purposes under Rule 23(a) and (b)(3).

8 **IT IS ORDERED THAT:**

9 1. Settlement Class. The Settlement Class is defined as:

10 All individuals whose PII was provided by OCTA or Cofiroute to an entity
11 described below between June 29, 2015 and _____ (10 days after entry
12 of the Preliminary Approval Order):

- 13 • Any person with a transponder account with a Non-Party Toll Agency
14 whose PII, including the date, time and location of a toll transaction,
15 was sent by Defendants to a Non-Party Toll Agency for purposes of
16 collecting a toll incurred on the 91 Express Lanes (the “Interoperability
17 Subclass”);
- 18 • Any person whose license plate number was sent by Defendants to the
19 California Department of Motor Vehicles or out-of-state equivalent,
20 directly or through a subcontractor, in connection with more than one
21 alleged toll violation incurred on the 91 Express Lanes (the “DMV
22 Subclass”);
- 23 • Any person whose PII was sent to a car rental company by Defendants
24 in connection with an alleged toll violation incurred on the 91 Express
25 Lanes (the “Car Rental Subclass”); and
- 26 • Any person whose PII, other than the amount of tolls and penalties
27 owed, the violation number, or the violator’s account number, was sent
28 by Defendants to a third-party debt collector for collection of unpaid

1 tolls and/or toll violation penalties incurred on the 91 Express Lanes
2 (the “Debt Collection Subclass”).

3 The following individuals are excluded from the Settlement Class: Current members
4 of the OCTA Board of Directors, OCTA’s Chief Executive Officer, the General
5 Manager of the 91 Express Lanes, OCTA’s 91 Express Lanes Project Manager III,
6 the attorneys representing OCTA or Cofiroute in this Litigation. and the judge to
7 whom this case is or was assigned, any member of the judge’s immediate family,
8 and any member of the judge’s staff.

9 2. Binding Effect of Order. This Order applies to all claims or causes of
10 action settled under the Agreement, and binds all members of the Settlement Class,
11 including those who did not properly request exclusion. Except for Paragraph 3
12 below, this Order does not bind persons who filed timely and valid Requests for
13 Exclusion. Attached as Exhibit A is a list of persons who properly requested to be
14 excluded from the Settlement.

15 3. In accordance with both the Court’s general authority to protect its
16 jurisdiction and the All Writs Act (28 USC § 1651), the Court hereby permanently
17 enjoins each and every member of the Settlement Class from filing or pursuing any
18 claim or litigation against any person or entity asserting that compliance with the
19 obligations imposed by this Order, the Preliminary Approval Order, or the
20 Agreement violates California Streets & Highways Code section 31490 or any other
21 federal, state or local constitution, statute, rule, regulation or policy purporting to
22 limit the disclosure of personally identifiable information.

23 4. Release. Plaintiff and all members of the Settlement Class who did not
24 properly request exclusion are: (1) deemed to have released and discharged all
25 Released Parties from all Released Claims (2) deemed to have released and
26 discharged any claim against Released Parties and any other person or entity who
27 provided information to the Class Administrator pursuant to the Preliminary
28 Approval Order asserting that compliance with the obligations of the Agreement, the

1 Preliminary Approval Order, and/or the Court ordered Class Notice violates
2 Section 31490 or any other federal, state or local constitution, statute, rule,
3 regulation or policy purporting to limit the disclosure of the personally identifiable
4 information; and (3) barred and permanently enjoined from asserting, instituting, or
5 prosecuting, either directly or indirectly, any of those claims. The full terms of the
6 releases described in this paragraph are set forth in Section 15 of the Settlement
7 Agreement and are specifically incorporated herein by this reference.

8 5. Class Relief. OCTA, through the Class Administrator, shall issue a
9 Cash Award to each Cash Distribution Class Member, and shall also provide penalty
10 forgiveness to those members of the Debt Collection Subclass eligible for such
11 relief, as stated in the Settlement Agreement.

12 6. Entry of Judgment. Judgment shall be entered in favor of Defendants
13 and against Settlement Class Members as provided in the Agreement.

14 7. Court's Jurisdiction. Pursuant to the Parties' request, the Court shall
15 retain jurisdiction over all matters relating to the interpretation, administration,
16 implementation, effectuation, and enforcement of the Agreement until final
17 performance of the Agreement.

18

19 **IT IS SO ORDERED:**

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21 Dated: _____

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Otis D. Wright II
United States District Judge

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EXHIBIT D

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

IN RE: TOLL ROADS LITIGATION

Case No: 8:16-cv-00262-ODW(ADSx)

PENNY DAVIDI BORSUK; DAVID COULTER; EBRAHIM E. MAHDA; TODD QUARLES; TODD CARPENTER; LORI MYERS; DAN GOLKA; and JAMES WATKINS on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY; SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY; ORANGE COUNTY TRANSPORTATION AUTHORITY; 3M COMPANY; BRiC-TPS LLC; RHONDA REARDON; MICHAEL KRAMAN; CRAIG YOUNG; SCOTT SCHOEFFEL; ROSS CHUN; DARRELL JOHNSON; LORI DONCHAK; COFIROUTE USA, LLC; and DOES 3-10; inclusive,

Defendants.

[PROPOSED] CLASS ACTION JUDGMENT

Date:

Time:

Courtroom: 5D

Fifth Floor

350 W. 1st Street

Los Angeles, California

Judge: Hon. Otis D. Wright II

1 On April __, 2021, Plaintiff Dan Golka on behalf of himself and the proposed
2 Settlement Class (as defined below) (“Plaintiff”) and Defendants Orange County
3 Transportation Authority, Darrell Johnson and Lori Donchak (collectively
4 “OCTA”), and Defendant Cofiroute USA, LLC (“Cofiroute”) (OCTA and Cofiroute
5 are collectively referred to as “Defendants”) entered into a Settlement Agreement
6 and Release (“Agreement”)¹. The settlement reached by Plaintiff and Defendants is
7 referred to herein as the “Settlement.”

8 On _____, 2021, this Court granted preliminary approval of the
9 Agreement and ordered that notice be sent to the Settlement Class (Dkt. __,
10 “Preliminary Approval Order”).

11 Concurrently with entry of this Class Action Judgment, this Court granted
12 final approval of the Settlement. Now pursuant to this Court’s Order Granting Final
13 Approval of Class Action Settlement (“Final Approval Order”), and the Plaintiff,
14 Final Settlement Class Members and Defendants having so agreed as provided in the
15 Agreement, and good cause appearing therefor,

16 **IT IS ORDERED, ADJUDGED AND DECREED** in favor of Defendants
17 and against the Final Settlement Class Members as follows:

18 1. On Count V of Plaintiff’s Corrected First Amended Consolidated Class
19 Action Complaint (“Complaint”), as the Court determined in its Order Regarding
20 Defendants’ Motion to Decide Key Legal Questions (Dkt. 566), the Court finds and
21 declares that:

22 a. It is not a violation of California Streets & Highways Code
23 section 31490 (“Section 31490”) for OCTA or its processing agency (as defined in
24 California Vehicle Code section 40253), including Cofiroute, to send a license plate
25 number of a vehicle which incurred a toll violation and the violation date directly or
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28 ¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the Agreement (Dkt. ____).

1 indirectly through a vendor to a department of motor vehicles to get the registered
2 owner's name and address so the agency can send a notice of toll evasion violation
3 to the registered owner or to send a license plate number directly or indirectly to a
4 department of motor vehicles for a second or subsequent violation to get the
5 registered owner's name and address so the agency can send a notice of toll evasion
6 violation to the registered owner;

7 b. It is not a violation of Section 31490 for OCTA or its processing
8 agency, including Cofiroute, to send to the California Department of Motor Vehicles
9 the information it requires to prevent the registration of a vehicle that incurred a toll
10 violation from being renewed until outstanding tolls and penalties are paid as
11 authorized by California Vehicle Code sections 40267(a) and 4770(a);

12 c. It is not a violation of Section 31490 for OCTA or its processing
13 agency, including Cofiroute, to send to the California Franchis Tax Board ("FTB")
14 the information the FTB requires to intercept a toll violator's tax refund or lottery
15 winnings and use them to pay outstanding tolls and penalties as authorized by
16 California Government Code sections 12419.10 and 12419.12;

17 d. It is not a violation of Section 31490 for OCTA or its processing
18 agency, including Cofiroute, to send to a vendor the name and address of the
19 registered owner of a vehicle which incurred or other person responsible for a toll
20 violation to obtain an updated address to send a notice directly related to a toll
21 evasion violation;

22 e. It is not a violation of Section 31490 for OCTA or its processing
23 agency, including Cofiroute, to send to a car rental company the information
24 required to be included in a notice of toll evasion violation when a vehicle owned by
25 that car rental company incurs a toll violation; and

26 f. It is not a violation of Section 31490 for OCTA or its processing
27 agency, including Cofiroute, to send another transportation agency the license plate
28 number, transponder Hex ID number, unique account identifying number, date and

1 time of transaction, and toll plaza and/or lane of the other transportation agency's
2 accoutholder's use of its toll road or toll lane for purposes of interoperability as
3 authorized by California Streets and Highways Code section 27565(a)(2) and
4 required by the California Toll Operators Committee interoperability specifications.

5 2. On Counts III and IV of the Complaint, as the Court determined in its
6 Orders Regarding Defendants' Motions For Partial Summary Judgment (Dkt. 297)
7 the Court finds and declares that Defendant OCTA's toll violation enforcement
8 procedures, including (a) OCTA's use of addresses of registered owners obtained
9 from departments of motor vehicles to send notices of toll evasion violation, (b) the
10 display of signs on the 91 freeway announcing the 91 Express Lanes, (c) OCTA's
11 administrative review process for toll evasion violations; and (d) the bond
12 requirement for OCTA's administrative review, are not facially a violation of the
13 Due Process Clause of the Fourteenth Amendment of the United States Constitution
14 or Article I, Section 7(a) of the California Constitution.

15 3. All other counts or claims alleged in the Complaint are hereby
16 dismissed with prejudice and, except as otherwise provided in the Agreement or
17 ordered by the Court, each party shall bear his, her or its own costs and attorney's
18 fees.

19 4. Plaintiff and Final Settlement Class Members are hereby permanently
20 enjoined from bringing, joining, or continuing to prosecute any Released Claims
21 against any of the Defendants or the Released Parties.

22 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** against
23 Plaintiff and all Settlement Class Members, regardless of whether they opted out or
24 excluded themselves from the Final Settlement Class, that:

25 1. The Court finds and declares that providing Settlement Class Member
26 Information to the Class Administrator pursuant to the Agreement, the Preliminary
27 Approval Order, Court ordered Class Notice, or the Final Approval Order does not
28 violate Section 31490 or any other federal, state or local constitution, statute, rule,

1 regulation or policy purporting to limit the disclosure of the personally identifiable
2 information that is reasonably necessary to provide notice to the Settlement Class
3 Members and to otherwise implement this Settlement

4 2. Plaintiff and Settlement Class Members are permanently enjoined from
5 filing or pursuing any claim or litigation against Defendants OCTA, Cofiroute,
6 Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills
7 Transportation Corridor Agency, 3M Company, BRiC-TPS, LLC, and any other
8 person or entity who provided or provides information to the Class Administrator
9 pursuant to the Preliminary Approval Order or Final Approval Order, and any of
10 their respective officers, agents, employees and attorneys, asserting that compliance
11 with the obligations imposed by the Agreement, the Preliminary Approval Order,
12 Court ordered Class Notice, or Final Approval Order violates Section 31490 or any
13 federal, state or local constitution, statute, rule, regulation or policy purporting to
14 limit the disclosure of the personally identifiable information that is reasonably
15 necessary to provide notice to the Settlement Class and to otherwise implement this
16 Settlement.

17 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that:

18 1. Defendant OCTA shall, for a period of 10 years, maintain its maximum
19 toll violation penalty at no more that \$100.00 per violation. The Court finds and
20 declares that a maximum penalty of \$100.00 per violation is not facially a violation
21 of the Excessive Fines Clause under the Eighth and Fourteenth Amendments of the
22 United States Constitution or Article I, Section 17 of the California Constitution.

23 2. Unless there is a change in current law governing the personally
24 identifiable information of a toll violator that a transportation agency may provide to
25 a third-party debt collection agency, the only personally identifiable information of a
26 toll violator Defendant OCTA, and its processing agency, including Defendant
27 Cofiroute while acting in its capacity as processing agency for OCTA, shall provide
28 a third-party debt collection agency is the information contained in the relevant toll

1 violation notice, any updated contact, address and/or email information, and a
2 unique violation number and toll violator identification number,. Defendant OCTA
3 and its processing agency shall have no obligation under this Judgment to search for
4 or obtain updated contact information for a toll violator before providing
5 information to a third-party debt collection agency.

6 3. The Court finds and declares that it is not a violation of Section 31490
7 or the United States Constitution, California Constitution or any federal or
8 California statutory provision for OCTA or its processing agency, including
9 Cofiroute, to provide a third-party debt collection agency with the information
10 contained in the relevant toll violation notice, any updated contact, address and/or
11 email information, and a unique violation number and toll violator identification
12 number.

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Dated: _____

Otis D. Wright II
United States District Judge

EXHIBIT 2



Schonbrun Seplow Harris
Hoffman & Zeldes, LLP

FIRM CLASS ACTION RESUME

Schonbrun Seplow Harris Hoffman & Zeldes, LLP is a California based law firm with offices in West Los Angeles, Pasadena, Hermosa Beach and San Diego. Since its founding in 1990, SSHHZ has been dedicated to representing clients throughout California and the nation in complex consumer, employment, civil rights and human rights class action litigation, and individual police abuse and employment litigation.

Class Action Practice. Our firm is committed to excellence and integrity. SSHHZ has a long history of litigating cutting-edge consumer, employment, insurance, antitrust, human rights and civil rights class action cases of national importance and has successfully advocated for consumers and individuals against some of the largest corporations in the United States. Partners at the firm have successfully pursued class actions against corporations for a wide range of unlawful practices, including, but not limited to: false and deceptive advertising, product defect, mortgage lending fraud, banking fraud, insurance and senior annuities fraud, discriminatory underwriting, antitrust, wage/hour violations, employment discrimination based on race, religion, age, and disability, civil rights, police abuse and constitutional law matters. Whether we are vindicating the rights of defrauded consumers, representing employees who were wrongfully terminated, or individuals whose civil and constitutional rights have been violated, we are thorough, meticulous, and above all passionate about our work.

RECENT NOTABLE CONSUMER CLASS CASES

► SSHHZ and Helen Zeldes currently serve as Co-Lead Counsel in **In re Toll Roads Litigation**, representing a certified class of millions of California drivers bringing claims against the Transportation Corridor Agencies and a handful of private defendants who plaintiffs allege are improperly and unfairly operating the toll roads in Southern California, violating their privacy rights and collecting unfair fines and penalties from them. *In re Toll Roads Litigation*, Case No. 8:16-cv-00262-ODW (ADSx) (C.D. Cal).

► Ms. Zeldes served as Co-Lead Counsel on behalf of a certified class of Trump University seminar purchasers against **Trump University, LLC and Donald Trump** for violations of California, Florida, and New York consumer protection statutes and California and Florida elder abuse claims regarding its real estate investing seminars, which resulted in a \$25 million settlement for the plaintiffs. *Makaeff v. Trump University, LLC, et al.*, Case No. 3:10-

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

CV-00940-GPC-WVG (S.D. Cal.), as well as Co-Lead Counsel on behalf of a putative nationwide class of Trump University students alleging violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) by **Donald Trump**, *Cohen v. Donald J. Trump*, Case No. 3:13-CV-02519-GPC-WVG (S.D. Cal.).

▶ Ms. Zeldes served as Co-Lead Counsel for a multi-state class action against **Sony Electronics, Inc.** alleging fundamental flaws in the design and/or manufacturing process in certain VAIO Touchpad Notebooks. *In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case No. 3:09-CV-02109-BAS-MDD (S.D. Cal.). A settlement was approved.

▶ Ms. Zeldes served as Co-Lead Counsel for a nationwide consumer class action against **Apple, Inc.** representing a class of laptop owners for product defect claims that Apple’s power adapter is defectively designed. *In Re Magsafe Apple Power Adapter Litigation*, Case No. 5:09-CV-01911-EJD (N.D. Cal.). A nationwide settlement was approved, wherein eligible class members received relief for the defective adapters.

▶ Ms. Zeldes served as Co-Lead Counsel for a nationwide class of over two million purchasers of an alleged defective power adapter in a consumer product defect class action against **Apple, Inc.** *Gordon v. Apple Computer, Inc.*, Case No. 5:06-CV-05358-JW. A nationwide settlement was approved (in which Helen Zeldes was appointed Co-Lead Counsel for the settlement class), wherein eligible class members received \$25-\$79 each.

▶ SSHHZ represents a putative nationwide class of purchasers of chocolate and cocoa products in a false labeling class action alleging **Nestle USA, Inc.** falsely states on its labels that its products are sustainably sourced and supports farmers, when it actually sources its cocoa from farms that use child and slave labor and cause environmental destruction. *Walker v. Nestle USA, Inc.*, Case No. 3:19-cv-723-L-DEB (S.D. Cal.).

▶ SSHHZ represents a putative nationwide class of purchasers of chocolate and cocoa products in a false labeling class action alleging **Starbucks Corporation, Mars Wrigley Confectionery US, LLC, and The Quaker Oats Company** falsely state on their products that they are ethically and sustainably sourced, when the cocoa is actually sourced from farms that use child and slave labor and cause environmental destruction. *Myers v. Starbucks et al.*, Case No. 5:20-cv-00335-JWH-SHK (C.D. Cal.).

▶ Ms. Zeldes and Mr. Travis represent a plaintiff in an action against **Mylife, Inc.** alleging that it falsely posts information on its website stating people may have criminal records, seeking public injunctive relief on behalf of virtually all United States citizens. *Cohen v. Mylife, Inc.*, Case No. 37-2018-00060911-CU-BT-CTL (San Diego Super. Ct.).

▶ Ms. Zeldes and Mr. Travis represent a putative class of California consumers in an automobile defect case against **American Honda Motor Co.** alleging that certain models of its Acura vehicles have defective infotainment systems. *Treppa v. American Honda*, Case No. RG19039655 (Alameda Super. Ct.).

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- ▶ Ms. Zeldes and Mr. Travis represent a putative class of California drivers in a case against the **Bay Area Toll Authority** and its contractor **Conduent** alleging that they violate drivers' privacy rights by sharing their personal information with third parties. *Kendrick et al. v. Bay Area Toll Authority et al.*, Case No. CGC17562613 (S.F. Super. Ct.).
- ▶ Ms. Zeldes and Mr. Travis represent a putative class of California drivers in a case against **SANDAG** alleging that it violates drivers' privacy rights by sharing their personal information with third parties. *Quintero v. SANDAG*, Case No. 37-2019-00017834-CU-NP-CTL (San Diego Super. Ct.).
- ▶ Ms. Zeldes and Mr. Travis represent a putative class of California drivers in a case against the **Los Angeles County Metropolitan Transportation Authority** and its contractor **Conduent** alleging that they violate drivers' privacy rights by sharing their personal information with third parties. *Kendrick et al. v. Bay Area Toll Authority et al Avelar et al. v. Los Angeles County Metropolitan Transportation Authority et al.*, Case No. 19STCV11537 (L.A. Super. Ct.).

RECENT NOTABLE EMPLOYMENT CLASS ACTIONS

Schonbrun Seplow Harris Hoffman & Zeldes, LLP also represents employees in class actions involving violations of wage and hour laws. This is just a sampling of SSHHZ's employment class actions:

- ▶ *Keich et al. v. U.S. Healthworks, Inc.* Case No. 37-2017-00015343-CU-OE-CTL (San Diego Super. Ct.). Represent plaintiffs in a wage and hour class action against their employer for failure to pay overtime and meal and rest break premiums.
- ▶ *Sabato et al. v. AMG Demolition & Environmental Service*, Case No. 37-2018-00002502-CU-OE-CTL (San Diego Super. Ct.). Represented plaintiffs in a wage and hour class action against their employer for failure to pay for all time worked, overtime, and meal and rest break premiums. A settlement was approved
- ▶ *Aspeytia et al. v. M.A. Mortenson Company*, Case No. 37-2019-00013863-CU-OE-CTL (San Diego Super. Ct.). Represent plaintiffs in a wage and hour class action against their former employer for failure to provide sick leave. A settlement was reached and is awaiting final approval.
- ▶ *Boyd v Bank of America*: class action on behalf of real estate appraisers who were misclassified as non-exempt and were not paid overtime due to them. After certification and prevailing on summary judgment, two settlements were reached, totaling almost \$42 million. Case No. SA CV 13-0561-DOC (JPRx)(CD Cal)

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- ▶ **CVS &-Day Cases:** class action on behalf of CVS pharmacists related to allegations that pharmacists worked more than six consecutive days without overtime. Settled for \$12,750,000. *Connell v. CVS Pharmacy, Inc.*, L.A.S.C. Case No. BC523172; *Paksy v. CVS Pharmacy, Inc.*, L.A.S.C. Case No. BC523491; and *Bystrom v. CVS Pharmacy, Inc.*, L.A.S.C. Case No. BC525991

- ▶ **Valerie Alberts v Aurora Behavioral Health Care:** certified wage hour class action on behalf of nurses, mental health workers, and psychiatric specialists. Los Angeles County Superior Court, Case NO. BC419340.

- ▶ **Waters v AT&T Services, Inc.:** Served as lead co-counsel in class action wage and hour case alleging that IT workers were mis-classified. Case settled for \$17,000,000, with class members each receiving an average of approximately \$20,000 in proceeds.

ATTORNEY PROFILES

BENJAMIN SCHONBRUN, PARTNER

Ben Schonbrun is a founding partner of the firm. Mr. Schonbrun's primary areas of practice are Sexual Harassment, Race Discrimination, Wrongful Termination and Pregnancy Discrimination

Mr. Schonbrun has represented numerous plaintiffs in sexual harassment, race discrimination, wrongful termination, pregnancy discrimination and disability discrimination which resulted in settlements in the hundreds of thousands and millions of dollars.

Mr. Schonbrun is licensed to practice law in the state of California since 1985, and is admitted to the U.S. District Court Central District of California, U.S. District Court Northern District of California, U.S. District Court Eastern District of California, and U.S. Court of Appeals 9th Circuit.

Education: B.A. Brooklyn College, Brooklyn, Major: Political Science, Minor: Secondary Education; J.D., University of West Los Angeles School of Law, 1983.

MICHAEL D. SELOW, PARTNER

Mike Seplow is a founding member of the firm. Mr. Seplow's areas of practice are Employment Law, Wage and Hour, Civil Rights, Police Misconduct, Wrongful Convictions, Personal Injury, International Human Rights and Class Actions.

Mr. Seplow is licensed to practice law in the state of California, and is admitted to the U.S. District Court Central District of California, U.S. District Court Northern District of California,

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

U.S. District Court Eastern District of California, U.S. District Court Southern District of California and U.S. Court of Appeals 9th Circuit.

Mr. Seplow is a member of the Los Angeles County Bar Association, Consumer Attorneys Association of Los Angeles and California Employment Lawyers Association

Education: A.B., Duke University, magna cum laude, 1985; J.D. University of California at Los Angeles School of Law, 1990.

Publications: *Punishing Pundits: People v. Dyleski and the Gag Order as Prior Restraint in High-Profile Cases* LOYOLA OF LOS ANGELES LAW REVIEW 2007[Vol. 39:1195] (co-authored with Paul Hoffman)

WILLIAM J. HARRIS, PARTNER

Mr. Harris is a founding member of the firm. Mr. Harris' practice focuses on the representation of employees in both class action and individual disputes with employers, and individuals in civil rights cases. In November 1999, Mr. Harris opened the South Pasadena office of the firm where he remains the resident partner. Prior to joining the firm, Mr. Harris worked as Law Clerk to the Honorable David W. Williams, United States District Court for the Central District of California. In January 1994, Mr. Harris joined the Law Offices of Johnnie L. Cochran, Jr. where he began representing clients in civil rights cases, including Reginald Denny.

Mr. Harris has been appointed class counsel in several class actions many of which have resulted in very substantial settlements: *Boyd v. Bank of America*, No. CV13-00561 DOC (JPRx) (C.D. Cal.) (\$41.8 million), *Petzold v. Metrocities Mortgage LLC et al*, BC 365594 (Los Angeles Sup. Ct.) (\$2.35 million); *Manukyan v. Regis Corporation*, No. CV09-04807 MMM (FFMx) (C.D. Cal.), related to *Bonilla v. Regis Corp.*, 30-2009-00329724 (Orange Cty. Sup. Ct.) (\$4.1 million).

In addition to litigating, Mr. Harris is a frequent speaker on employment law at seminars for the Los Angeles County Bar Association ("LACBA"), the State Bar Labor & Employment Section, the American Bar Association, and the California Employment Lawyers Association ("CELA"). In February 2003, Mr. Harris was one of the speakers at the LACBA Nuts and Bolts Seminars

In 2005, Mr. Harris was selected to sit on the California State Bar Labor & Employment Executive Committee. After joining the Labor & Employment Executive Committee, he regularly spoke at their Annual Conferences. Mr. Harris served as Chair of the California State Bar Labor and Employment Section from 2010 to 2011. In his capacity as Chair, Mr. Harris co-chaired the Section's inaugural Wage and Hour Conference in August 2011.

Mr. Harris is an active member of various professional organizations, including the California Employment Lawyers Association (CELA). Mr. Harris served on the Board of Directors of the California Employment Lawyers Association from 2007-2014. Mr. Harris is also a member of

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), the Los Angeles County Bar Association and its Labor & Employment Section and the John M. Langston Bar Association. He has been selected as a "Southern California Super Lawyer" by Los Angeles Magazine for several years.

Mr. Harris is licensed to practice law in the state of California.

Education: A.B., Stanford University, 1986; J.D., University of Los Angeles School of Law, 1990.

Honors/Awards/Publications: "Southern California Super Lawyer", Los Angeles Magazine for Several Years. Mr. Harris was also nominated by the Consumer Attorney Association of Los Angeles as Trial Lawyer of the Year for 2017 as a result.

PAUL L. HOFFMAN, PARTNER

Mr. Hoffman has been a partner at the firm since 1999. Mr. Hoffman's areas of practice are Civil Rights and Human Rights Litigation, Class Actions, Constitutional, Copyright, Discrimination, First Amendment, General Business Litigation, Privacy Litigation, and Trademark Litigation.

Mr. Hoffman's practice has focused in the areas of constitutional and civil rights litigation, including First Amendment rights, criminal law and procedure, race, sex and disability discrimination, voting rights, police misconduct, freedom of information and privacy cases and general business litigation. Mr. Hoffman also specializes in civil and criminal appeals having argued more times than we can count before the United States Supreme Court, the Ninth Circuit, the California Supreme Court and many other courts of appeal.

In recent years, Mr. Hoffman has been approved as class counsel in several significant First Amendment cases. These include Multi-Ethnic Immigrant Worker Organizing Network ("MIWON") v. City of Los Angeles, 246 F.R.D. 621 (C.D. Cal. 2007)(May Day 2007 incident); Aichele v. City of Los Angeles, 314 F.R.D. 478 (C.D. Cal. 2013) (incident involving Occupy LA protests May 2011); and Chua v. City of Los Angeles, Case No. 2:16-cv-00237-JAK-GJS (C.D. Cal.)(Ferguson protests 2015).

Mr. Hoffman also teaches human rights, civil rights, constitutional law and human rights clinics at UC Irvine, UC Berkeley, Harvard, Oxford University/George Washington School of Law Human Rights School, Stanford Law School, UCLA School of Law, USC Law School Loyola Law School, Southwestern University School of Law, and was a Visiting Fellow and Tutor, Kellogg College, Oxford University. In all, Mr. Hoffman has taught more than 50 separate courses, including First Amendment, Civil Rights Litigation, Constitutional Law Seminars on Equality and Privacy, International Human Rights, International Criminal Justice, Police Abuse Litigation, Defamation and AIDS and the Law.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Mr. Hoffman is licensed to practice law in the state of California.

Education: B.A., The City College of the City University of New York, 1972; M.S., The London School of Economics and Political Science, 1973, Major: Economics; J.D., New York University School of Law, 1976.

Selected Publications:

Books

Steinhardt, Hoffman and Camponovo, *Human Rights Lawyering: Cases and Materials* (West Publishing) (2009)

Stephens, Ratner, Chomsky, Green and Hoffman, *International Human Rights Litigation in U.S. Courts* (2d ed Martinus Nijhoff 2007).

Coliver, Hoffman, Fitzpatrick & Bowen, (Editors), “Security and Liberty: National Security, Freedom of Expression and Access to Information,” (Martinus Nijhoff 1999) (“Secrecy and Liberty”)

Articles

Qualified Immunity: The Shrinking of Constitutional Rights, *Consumer Attorneys of California, Forum* p. 26 (March, April 2018)

Kiobel v. Royal Dutch Petroleum Co.: First Impressions, 52 *Col. J. Trans. L.* 28 (2013)

The Alien Tort Statute: An Introduction for Civil Rights Lawyers, 2 *L.A. Pub. Int. L. J.* 129 (2010) (with Adrienne Quarry)

Celebrity Prosecutions: Punishing Pundits: *People v Dyleski* and the Gag Order As Prior Restraint in High-Profile Cases, 39 *Loy. L.A. L. Rev* 1197 (2006) (with Michael Seplow)

Wartime Security and Constitutional Liberty: Justice Jackson, Nuremberg and Human Rights Litigation, 68 *Alb. L. Rev.* 1145 (2005)

Holding Human Rights Violators Accountable By Using International Law in U.S. Courts: Advocacy Efforts and Complementary Strategies, 19 *Emory L. Rev.* 169 (2005)(with Sandra Coliver and Jennifer Green)

The Rules of the Road: Federal Common Law and Aiding and Abetting Under the Alien Tort Claims Act, 26 *Loy. L.A. Int’l & Comp L. Rev.* 47 (2003)(with Daniel Zaheer)

Pursuing Crimes against Humanity in the United States: The Need for a Comprehensive Liability Regime, in *Justice for Crimes Against Humanity*, Eds M. Lattimer and P. Sands(Hart Publishing 2003)(with William Aceves)

Using Immigration Law to Protect Human Rights: A Critique of Recent Legislative Proposals, 23 *Mich. J. Int’l L.* 733 (2002)(with William Aceves)

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

International Human Rights Law and Police Reform, in Zero Tolerance: Quality of Life and the New Police Brutality in New York City (NYU Press 2001) Eds. A. McArdle and T. Erzen

Using Immigration Law to Protect Human Rights: A Legislative Proposal, 20 Mich. J. of Int'l L. 657 (1999) (with William Aceves)

Safeguarding Liberty: National Security, Freedom of Expression and Access to Information: United States of America, (with Kate Martin) in Secrecy and Liberty.

The Gag Order in the O.J. Simpson Civil Action: Lessons to be Learned?, 17 Loyola Ent. L.J. 333 (1997)

The 'Blank Stare Phenomenon': Proving Customary International Law in U.S. Courts, 25 Ga. J. Int'l and Comp. Law 181 (1996)

Enforcing International Human Rights Law in the United States, in Human Rights: An Agenda for the Next Century, American Society of International Law (1994) (with Nadine Strossen)

Double Jeopardy Wars: The Case for a Civil Rights 'Exception,' 41 UCLA L. Rev. 649 (1994)

The Feds, Lies and Videotape: The Need for an Effective Federal Role in Controlling Police Abuse in Urban America, 66 So. Cal. L. Rev. 1453 (1993)

The Elimination of Torture: International and Domestic Developments, 9 International Lawyer 1351 (Fall 1985) (with Linda Brackins)

Public Interest Lawyers: Three Success Stories, Los Angeles Lawyer (December 1984) (subject of the article)

Book Review, Hannum, "Guide to International Human Rights Practice," and Meron, "Human Rights in International Law: Legal and Policy Issues," 18 International Lawyer 741 (Summer 1984)

The Police Spying Settlement: New Safeguards for Political Expression, Los Angeles Lawyer (May 1984) (with Robert Newman)

The Application of International Human Rights Law in State Courts: A View from California, 18 The International Lawyer 59 (Winter 1984) (Symposium)

Trade Union Rights Under Article 11 of the European Convention of Human Rights, 5 Comparative Labor Law 149 (1982)

Assignment to Trial Department; Motions; Procedure in Chambers, in California Civil Procedure During Trial (C.E.B. 1982) (with Dale L. Gronemeier)

Environmental Law/The Clean Air Act Amendments, 1974/75 Annual Survey of American

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Law 641

The Right of Self-Determination in Very Small Places, 8 N.Y.U. Journal of International Law and Politics 331 (1976) (with Professor Thomas M. Franck)

Author of dozens of articles for a variety of publications, including the newsletters and magazines of various organizations, on civil liberties, civil rights and international human rights issues. See, e.g., *"The United Nations and the Death Penalty,"* in *The Universal Declaration of Human Rights 1948-1988: Human Rights, The United Nations and Amnesty International*, at 89-99 (Published by AIUSA in Fall 1988)(with Zazi Pope); "The Use of International Law in ACLU Cases" (paper presented at ACLU Biennial Conference, Madison, Wisconsin, June 1989, updated in 1991 for the ACLU Biennial Conference in Burlington, Vermont).

Numerous op-ed pieces on civil liberties and international human rights topics in the Los Angeles Times, the Daily News, the Los Angeles Daily Journal, Newsday and the Herald Examiner.

Frequent speaker on civil and international human rights issues at dozens of CLE programs, law school talks, symposia, Bar Association meetings, and other public events. See, e.g., XII N.Y.L. Sch. J. Hum.Rts. 599 (1995)(re human rights trials in Ethiopia).

Honors and Awards

- Alexander Prize ("for using your legal expertise to help alleviate injustice and inequity"), University of Santa Clara Law School, 2017
- Cox Price Human Rights Award, University of Denver Law School, 2009
- Judith Lee Stronach Human Rights Award, Center for Justice and Accountability, 2007
- Co-Civil Rights Attorney of the Year, California State Bar, 2006
- Selected Super Lawyer from 2004 - 2019
- Selected Super Lawyer from 2004 - 2019
- Firm ranking highest tier nationally for Appellate Practice by U.S. News & Reports, available at <https://bit.ly/2v6Nx9B>
- Los Angeles Business Journal Top Trial Lawyer, 1999
- 100 Most Influential Lawyers of California, 1998
- Clarence Darrow Award for outstanding First Amendment advocacy for work on the policy spying cases, 1984
- Staff Member, Annual Survey of American Law, 1974 - 1975
- Research Associate, International Law Program, Carnegie Endowment for International Peace, 1975 - 1976
- Law Clerk, Manhattan Legal Services (N.Y.U. Public Interest Clinic), 1974 - 1975
- RFK Fellow, Office of Congressman Jonathan Bingham, Washington, D.C., 1974
- In 1984, Mr. Hoffman received the Clarence Darrow Award for outstanding First Amendment advocacy for my work in the police spying cases.
- In October 1998, Mr. Hoffman was named one of the 100 most influential attorneys in California by the Daily Journal and in February 1999 one of the top trial lawyers in Los Angeles County by the Los Angeles Business Journal.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Professional Associations and Memberships

- California Academy of Appellate Lawyers, Member, Elected May 2000
- International Human Rights Committee, ABA Section on International Law and Practice, Co-Chair, 1999-2000
- Los Angeles Copyright Society, Member, 1997 - Present
- Ninth Circuit Judicial Conference, Lawyer Representative, 1989 - 1992
- The State Bar of California, Member, Committee on Private Bar Involvement in Pro Bono Work, 1988 - 1991
- ABA Section on Individual Rights and Responsibilities, Program Coordinator, International Human Rights Committee, 1984 - 1988
- The State Bar of California, Committee on Human Rights, 1983 - 1986
- Los Angeles County Bar Association, Individual Rights and Responsibilities Law Section, Executive Committee, 1985 - 1987
- Los Angeles County Bar Association, International Law Section, Executive Committee, 1982 - 1986
- Los Angeles County Bar Association, Arbitrator (Legal Fee Disputes), 1980 - 1983
- American Arbitration Association, Arbitrator, Commercial Panel, 1981 - 1985
- Los Angeles County Bar Association, Vice-Chair, Arbitration Committee, 1982 - 1983
- Los Angeles Municipal Court, Judge Pro Tem, 1983 - 1984
- Amnesty International, Member
- Amnesty International - USA, Chair of the Board
- International League for Human Rights, Member of Board
- Center For Human Rights and Constitutional Law, Member of Board
- International Human Rights Law Group, Member, Domestic Advisory Committee

HELEN I. ZELDES, PARTNER

Ms. Zeldes' practice focuses on complex class action litigation. Ms. Zeldes has extensive experience litigating consumer class actions with an emphasis on consumer fraud and misrepresentation, actions brought by policyholders against life, auto and other insurers for deceptive sales practices, mortgage lending and banking fraud, product defect claims, wage/hour violations, discrimination, and human rights, civil rights, and antitrust violations.

Ms. Zeldes currently serves as Co-Lead Counsel in **In re Toll Roads Litigation**, representing a certified class of millions of California drivers bringing claims against the Transportation Corridor Agencies and a handful of private defendants who plaintiffs allege are improperly and unfairly operating the toll roads in Southern California, violating their privacy rights and collecting unfair fines and penalties from them. *In re Toll Roads Litigation*, Case No. 8:16-cv-00262-ODW (ADSx) (C.D. Cal).

Ms. Zeldes served as Co-Lead Counsel on behalf of a certified class of **Trump University** seminar purchasers against Trump University, LLC and Donald Trump for violations of

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

California, Florida, and New York consumer protection statutes and California and Florida elder abuse claims regarding its real estate investing seminars, which resulted in a \$25 million settlement for the plaintiffs. *Makaeff v. Trump University, LLC, et al.*, Case No. 3:10-CV-00940-GPC-WVG (S.D. Cal.), as well as Co-Lead Counsel on behalf of a putative nationwide class of Trump University students alleging violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) by Donald Trump, *Cohen v. Donald J. Trump*, Case No. 3:13-CV-02519-GPC-WVG (S.D. Cal.).

Ms. Zeldes also represented a putative class of consumers in a product defect and consumer class action against **Sony Electronics, Inc.** alleging that fundamental flaws in the design and/or manufacturing process in the VAIO Touchpad Notebooks rendered it almost impossible to use because the touchpad is prone to cause the onscreen cursor to track in reverse, freeze; and/or engage in erratic behavior. *In Re Sony VAIO Computer Notebook Trackpad Litigation*, Case No. 3:09-CV-02109-BAS-MDD (S.D. Cal.). A multi-million dollar settlement was approved.

Ms. Zeldes served as Co-Lead Counsel in a nationwide putative class action against **Apple, Inc.** representing a class of approximately ten million consumers alleging product defect and consumer claims that Apple’s power adapter is defectively designed. *In Re Magsafe Apple Power Adapter Litigation*, Case No. 5:09-CV-01911-EJD (N.D. Cal). Ms. Zeldes also litigated a similar nationwide consumer product defect class action against **Apple, Inc.** on behalf of a class of over two million purchasers of a prior version of an alleged defective power adapter. *Gordon v. Apple Computer, Inc.*, Case No. 5:06-CV-05358-JW (N.D. Cal). A multi-million dollar settlement was approved.

Ms. Zeldes also currently represents putative classes in federal and state courts throughout the state, including but not limited to the following cases: *Cohen v. Mylife, Inc.*, 37-2018-00060911-CU-BT-CTL (San Diego Superior) (privacy class action); *Walker v. Nestle USA Inc.*, 3:19-cv-723-L-DEB (S.D. Cal.)(false labeling class action); *Myers v. Starbucks et al.*, 5:20-cv-00335-JWH-SHK (C.D. Cal.)(false labeling class action); *Treppa v. American Honda*, RG19039655 (Alameda Superior) (auto defect class action); *Kendrick et al. v. Bay Area Toll Authority et al.*, CGC17562613(San Francisco Superior) (privacy class action); *Avelar et al. v. Los Angeles County Metropolitan Transportation Authority et al.*, 19STCV11537 (Los Angeles Superior) (privacy class action); *Quintero v. SANDAG*, 37-2019-00017834-CU-NP-CTL (San Diego Superior) (privacy class action); *Keich et al. v. US Healthworks et al.*, 37-2017-00015343-CU-OE-CTL (San Diego Superior)(employment class action); *Aspeytia et al. v. M.A. Mortenson Company*, 37-2019-00013863-CU-OE-CTL (San Diego Superior) (employment class action); *Guzman et al. v. Allan Company, Inc. et al.* (San Diego Superior) (employment class action) These are just a sampling of the more recent cases she has played a significant role in.

Ms. Zeldes worked for many years at the nation’s largest plaintiff’s class action firm, **Robbins Geller Rudman & Dowd** (formerly “**Lerach Coughlin**” and “**Milberg Weiss**”) in its consumer and insurance fraud class action practice group. There, Ms. Zeldes was instrumental in litigating a series of nationwide senior annuities fraud class actions in which her former firm was

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

appointed Co-Lead Counsel.¹ Other nationwide class actions Ms. Zeldes litigated at her former firm include: a wage/hour overtime action against Cintas, one of the nation's largest commercial laundries for violations of the Fair Labor Standards Act for misclassifying truck drivers as salesmen to avoid payment of overtime wages; race discrimination underwriting class actions against large insurance companies for their practice of intentionally charging African-Americans and other minorities more for life insurance than similarly situated Caucasians (cases that collectively recovered over \$400 million for African-Americans and other minority class members as redress for the civil rights abuses they were subjected to); race discrimination underwriting class actions against insurance companies based upon the improper use of credit scoring or geographical redlining to charge minorities higher premiums against insurance giants like Allstate and State Farm; a statewide consumer class action over the propriety of a private contractor operating "red light camera" systems throughout California, *Red Light Photo Enforcement Cases*, JCCP No. 4305 (San Diego Super. Ct.), a case which Ms. Zeldes co-chaired at trial; a multi-state antitrust action entitled *In re Medical Waste Services Antitrust Litigation*, MDL No. 1546 (D. Utah), in which plaintiffs brought claims for defendants' alleged conspiracy to allocate customers and territories in the market for the collection, transportation and disposal of medical waste, as well as for unlawful monopolization. Ms. Zeldes was also involved in *Thomas & Thomas Rodmakers, Inc. v. Newport Adhesives & Composites, Inc. (Carbon Fiber Antitrust Litigation)*, Case No. CV-99-7796 (C.D. Cal.), in which a class of purchasers alleged that the major producers of carbon fiber fixed the price of carbon fiber from 1993 to 1999. The case ultimately settled for \$675 million.

Ms. Zeldes also has over 30 years of small business experience in industries ranging from retail and manufacturing to importing and wholesaling to e-commerce and has owned and operated eight businesses over the past three decades. Ms. Zeldes brings a business owner's sensibilities to the table in her litigation practice.

Ms. Zeldes was named a San Diego Super Lawyer in 2017, 2018 and 2019 and was nominated for the 2016 National Association of Women Business Owners' Woman Business Owner of The Year award and was a 2016 finalist in the San Diego Business Journal's Women Who Mean Business Awards.

Ms. Zeldes is licensed to practice law in the states of California and Hawaii and is admitted to practice before all the federal district courts in both states.

¹ *Buhs v. American International Group, et al.*, No. CGC 04-435919 (S.F. Super. Ct. Oct. 24, 2004); *Bacon v. American International Group, et al.*, No. 3:2005-CV-04979 MMC (N.D. Cal. Dec. 2, 2005) (originally filed July 15, 2005 in San Francisco Super. Ct., No. CGC 05-443149); *Kaiser v. Midland National Life Insurance Co.*, No. 3:2005-00972-HLA-TEM (M.D. Fla. Sept. 20, 2005); *Healey v. Allianz Life Insurance Co. of North America*, No. 2:2005-CV-08908 (C.D. Cal. Dec. 22, 2005); *Anagnostis, et al. v. American Equity Investment Life Insurance Co., et al.*, No. 2:006-CV-00388 MMM (C.D. Cal. Jan. 20, 2006); *Edwards v. Amerus Group Co., et al.*, No. 8:2005-CV-01590 (M.D. Fla.); and *Petry, et al. v. National Western Life, et al.*, No. 3:2005-CV-2336 GPC-WVG (S.D. Cal.).

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Education: B.A., University of California at Davis, 1988; J.D., University of Hawaii, William S. Richardson School of Law, Honolulu, Hawaii, 2000 (*cum laude*).

Honors/Awards: University of Hawaii Law Review, Outside Articles Editor, Editorial Board Recipient, Edward H. Nakamura Memorial Public Interest/Service Scholarship; CALI Award for Highest Grade in Domestic Ocean & Coastal Law.

AIDAN C. McGLAZE, PARTNER

Mr. McGlaze is a partner at Schonbrun Seplow Harris Hoffman & Zeldes, LLP. His primary practice areas are Employment, Civil Rights Litigation, Class Action Litigation and Appellate Litigation. Mr. Glaze joined the firm in August 2012. Previously, Mr. McGlaze practiced plaintiff-side business litigation at Quinn Emanuel Urquhart & Sullivan, LLP, and clerked for Judge Kim McLane Wardlaw on the U.S. Court of Appeals for the Ninth Circuit.

Mr. McGlaze received his Juris Doctorate from Stanford Law School in 2007, and his bachelor's degree from Yale University in 2002. At Stanford, Mr. McGlaze was Co-Editor-in-Chief of the Stanford Environmental Law Journal and a lead teacher for the Fresh Lifelines for Youth (FLY) program, which provides legal education, leadership training, and one-on-one mentoring to teenagers. Mr. McGlaze also spent time in India, with the South Asia Human Rights Documentation Centre, and Ghana, with the Centre for Public Interest Law, working on international human rights campaigns.

Before law school, Mr. McGlaze worked as an editorial assistant at the Papers of Benjamin Franklin and taught test-preparatory classes at the Princeton Review.

Mr. McGlaze is licensed to practice law in the states of California and New York.

Education: B.A., (*cum laude*) in English Language and Literature Yale University, 2002; J.D., (*with distinction*) Stanford Law School, 2007.

Honors/Awards: Stanford Law School, Law Review: Stanford Law Review, Development Editor, Law Review: Stanford Law Review, Development Editor; Yale University, Recipient of Lloyd Mifflin Prize for Outstanding Senior Essay in English Major.

SARAH DAWLEY, ASSOCIATE

Ms. Dawley is an associate attorney at Schonbrun Seplow Harris Hoffman & Zeldes, LLP. Ms. Dawley's primary areas of practice are Employment Law, Wage and Hour, Civil Rights, Police Misconduct, Wrongful Convictions, Personal Injury, International Human Rights, and Class Actions. Ms. Dawley joined the firm in September 2019.

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Prior to joining the firm, Ms. Dawley was a University of California, Irvine, Public Interest Fellow at the Elder Law and Disability Rights Center. Her time there focused on civil rights work on behalf of individuals experiencing homelessness in Orange County and estate planning.

During Law School, Ms. Dawley participated in Moot Court both as a competitor and on the board. As a law student, she also had the honor of participating in the Appellate Litigation Clinic where she argued in front of the Ninth Circuit on behalf of an inmate regarding civil rights violations. During her summers, Ms. Dawley was a Judicial Extern for the Honorable Jay Gandhi, a magistrate judge in the Central District of California, and a law clerk at the City Attorney's Office.

Ms. Dawley is licensed to practice law in the state of California and is admitted to the U.S. District Court Central District of California.

Education: B.A., Tufts University, 2013; J.D., University of California, Irvine School of Law, 2018.

Honors/Awards

- Moot Court Competition, Second Place
- Moot Court Executive Board, Co-Vice President of Brief Writing
- Wiley W. Manuel Certificate for Pro Bono Legal Services
- Community Legal Aid of Southern California Supplemental Security Income Clinic Leader

KRISTINA A. HAROOTUN, ASSOCIATE

Ms. Harootun is an associate attorney at Schonbrun Seplow Harris Hoffman & Zeldes, LLP. Ms. Harootun's primary practice areas are Civil Rights, Employment, Class Actions and Constitutional Litigation. Ms. Harootun joined the firm in October 2018.

Prior to joining the firm, Ms. Harootun was a Ford Foundation Public Interest Fellow at Lawyers' Committee for Civil Rights, focusing on criminal justice reform, immigration, and homeless rights. She also served as a law clerk to the Honorable Dorothy Wright Nelson on the Ninth Circuit Court of Appeals from 2017-2018.

Ms. Harootun received her J.D. from New York University School of Law in 2015 and her B.A. from UCLA in 2010, where she majored in Philosophy and minored in Public Policy. During law school, she interned at the American Civil Liberties Union, Criminal Law Reform Project and the Legal Aid Society's Immigration Unit. She also externed for the Honorable Goodwin Liu on the California Supreme Court.

Ms. Harootun is licensed to practice law in the state of California.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Education: B.A., University of California, Los Angeles, Major: Philosophy, 2015; J.D., New York University School of Law, New York, 2015.

BEN TRAVIS, ASSOCIATE

Mr. Travis is an associate attorney at Schonbrun Seplow Harris Hoffman & Zeldes, LLP. Mr. Travis' practice is focused on representing consumers in all type of Consumer Class Actions and employees in individual and Class Actions for violations of Wage and Hour laws. Mr. Travis joined Schonbrun Seplow Harris Hoffman & Zeldes, LLP, in September 2019.

Mr. Travis currently serves as counsel in **In re Toll Roads Litigation**, representing a certified class of millions of California drivers bringing claims against the Transportation Corridor Agencies and a handful of private defendants who plaintiffs allege are improperly and unfairly operating the toll roads in Southern California, violating their privacy rights and collecting unfair fines and penalties from them. *In re Toll Roads Litigation*, Case No. 8:16-cv-00262-ODW (ADSx) (C.D. Cal).

Mr. Travis represents a putative nationwide class of purchasers of chocolate and cocoa products in a false labeling class action alleging **Nestle USA, Inc.** falsely states on its labels that its products are sustainably sourced and supports farmers, when it actually sources its cocoa from farms that use child and slave labor and cause environmental destruction. *Walker v. Nestle USA, Inc.*, Case No. 3:19-cv-723-L-DEB (S.D. Cal.).

Mr. Travis represents a putative nationwide class of purchasers of chocolate and cocoa products in a false labeling class action alleging **Starbucks Corporation, Mars Wrigley Confectionery US, LLC, and The Quaker Oats Company** falsely state on their products that they are ethically and sustainably sourced, when the cocoa is actually sourced from farms that use child and slave labor and cause environmental destruction. *Myers v. Starbucks et al.*, Case No. 5:20-cv-00335-JWH-SHK (C.D. Cal.).

Prior to joining Schonbrun Seplow Harris Hoffman & Zeldes, LLP, Mr. Travis worked for an employment class-action firm where the focus of his practice was in representing employees in class actions against some of the largest employers in the country for violations of federal and state labor laws as well as for Ms. Zeldes in Coast Law Group's class action practice.

Prior to moving to California, Mr. Travis worked for the City of New York as a Special Assistant Corporation Counsel where he defended them in high-profile and high exposure tort cases.

Mr. Travis is licensed to practice in California and New York. He is also admitted to practice in all Federal District Courts in California as well as the Southern and Eastern Districts of New York.

Education: B.S., CUNY Brooklyn College, 2005; J.D., Brooklyn Law School, 2011.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

JOHN C. WASHINGTON, ASSOCIATE

Mr. Washington is an associate attorney at Schonbrun Seplow Harris Hoffman & Zeldes, LLP. Mr. Washington's practice is focused on International Human Rights and Civil Rights, including Class Action suits raising Consumer, Civil Rights and 42 U.S.C. § 1983 Claims. Mr. Washington joined the firm in August 2016.

Mr. Washington has worked on civil rights lawsuits which include those raising claims of unconstitutional conditions of confinement and violations of Title II of the ADA and the Rehabilitation Act, as well as other constitutional violations.

Mr. Washington is currently co-teaching a clinic at the University of California and has co-taught lessons in civil rights litigation clinics there previously. Mr. Washington has provided training to counsel for counties throughout California concerning implementation of Title II of the ADA and Rehabilitation Act as part of the three-person panel.

Mr. Washington received his Juris Doctorate from New York University School of Law in 2016. During law school he interned at the Center for Constitutional Rights, assisting with cases involving international human rights violations and the right to free expression in the United States; with Human Rights Watch developing a preliminary report on the right to Primary School Education in East Africa; with the United Nations High Commissioner for Refugees' Regional West Africa Bureau, assisting countries in the region to develop approaches to migrant flows; and with Professor Philip Alston and the United Nations Commission of Inquiry on the Central African Republic.

Mr. Washington also worked as a research assistant concerning money-lending in India and its application to a U.S. court case involving trafficked laborers, and as an intern with International Rights Advocates on Alien Tort Statute cases involving corporate human rights abuses. Mr. Washington was also a Salzburg Cutler Fellow, for which he wrote a paper on the application of neutrality in the law of war to international refugee law; was a member of N.Y.U.'s team for the Jean-Pictet international law of war moot court competition; and was a Senior Executive Editor of the NYU Journal of International Law and Politics.

Prior to law school, Mr. Washington interned at the ACLU of Southern California; was a Peace Corps volunteer in Mali; and interned with the International Federation for Human Rights in France, assisting human rights defenders facing crackdowns by their governments. Mr. Washington received his B.A. in 2009 from the University of Florida, where he majored in English literature.

Mr. Washington is licensed to practice law in the state of California, and admitted to practice before U.S. Central District of California, the U.S. Southern District of California, and Ninth Circuit Court of Appeals.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Education: B.A., *summa cum laude*, University of Florida, Major: English Literature, 2009; J.D., New York University School of Law, 2016.

Honors/Awards: New York University School of Law: Salzburg Lloyd N. Cutler International Law Fellow; N.Y.U.'s team for the Jean-Pictet international law of war moot court competition; Law Journal: NYU Journal of International Law and Politics, Executive Editor. University of Florida: Phi Beta Kappa; Florida Academic Scholar, Art History Paper of the Year.

ERWIN CHEMERINKSY, ATTORNEY OF COUNSEL

Mr. Chemerinsky serves as an "of counsel" attorney for Schonbrun Seplow Harris Hoffman & Zeldes, LLP.

Mr. Chemerinsky, Dean and Distinguished Professor of Law at the University of California, Berkeley and before that the University of California, Irvine School of Law. Mr. Chemerinsky is one of the nation's top experts in Constitutional Law, Federal Practice, Civil Rights and Civil Liberties, and Appellate Litigation. He is the author of seven books, the latest being *The Conservative Assault on the Constitution* (Simon & Schuster, 2010). His casebook, *Constitutional Law*, is one of the most widely read law textbooks in the country. Chemerinsky has also written nearly 200 law review articles in journals such as the *Harvard Law Review*, *Michigan Law Review*, *Northwestern Law Review*, *University of Pennsylvania Law Review*, *Stanford Law Review* and *Yale Law Journal*. He frequently argues appellate cases, including matters before the U.S. Supreme Court and the U.S. Court of Appeal, and regularly serves as a commentator on legal issues for national and local media.

Mr. Chemerinsky is licensed to practice law in the states of California, Illinois, and District of Columbia.

Representative Cases

- *Andrade v. Attorney General* (2001)
- *Brown v. Mayle* (2002)

Past Employment Positions

- United States Department of Justice, Trial Attorney
- Dobrovir, Oakes & Gebhardt in Washington, D.C., Attorney
- DePaul College of Law, Law Professor, 1980 - 1983

Education: B.S., Northwestern University, 1975 - Honors: With Highest Distinction (Top 1% of Class); J.D., *cum laude*, Harvard Law School, Cambridge Massachusetts, 1978.

Honors/Awards:

- One of the 10 Most Influential Lawyers in California

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- Community Service Award from the Anti-Defamation League, 2001
- Clarence Darrow Award from the People's College of Law, 2001
- Alumni Achievement Award, Northwestern University, 2000
- Eason Monroe Courageous Advocate Award, American Civil Liberties Union of Southern California, 1999
- Judge John Brown Award for Contributions to Federal Judicial Education, 1998

Published Work:

- Interpreting the Constitution, 1987
- Federal Jurisdiction, 3d ed., 1999
- Constitutional Law: Principles and Policies, 2d ed., 2002
- Constitutional Law, 2001

CATHERINE SWEETSER, ATTORNEY OF COUNSEL

After being a partner at the firm for many years, Ms. Sweetser recently transitioned to Attorney Of Counsel at the firm when she accepted a position as Director of the International Human Rights Clinic at UCLA. She practices in the areas of International Human Rights, Civil Rights, and Class Actions. She specializes in Alien Tort Statute litigation and in matters involving Forced Labor and Labor Trafficking, Police Misconduct, Unlawful Detention, and Constitutional Violations. Ms. Sweetser joined the firm in April 2012.

Prior to joining the firm, Ms. Sweetser practiced union and plaintiff-side labor and employment law at Altshuler Berzon LLP in San Francisco. She also clerked for Judge Judith W. Rogers of the U.S. Court of Appeals for the D.C. Circuit in 2009-2010.

Ms. Sweetser received an LL.M. in International Law from NYU in 2010; she wrote a thesis on the integration of legal interpretation by international organizations into judicial decision-making. Ms. Sweetser received her Juris Doctorate from New York University School of Law in 2008, and her B.A. from Yale University in 2005, where she majored in Political Science and International Studies. During law school, she interned at the Innocence Project, which handles post-conviction motions and appeals for prisoners claiming to be innocent, and at the Legal Resources Centre in South Africa, assisting with cases concerning detention of undocumented immigrants and sex discrimination. She also published a Note on accountability for abuse by U.N. peacekeeping personnel.

Ms. Sweetser was one of the attorneys for the class when our firm was appointed class counsel for a class action protest case in *Aichele v. City of Los Angeles*, 314 F.R.D. 478, 497 (C.D. Cal. 2013). More recently, Mr. Sweetser was one of the counsel representing the class in *Chua v. City of Los Angeles*, Case No. 2:16-cv-00237-JAK-GJS (C.D. Cal. 2017).

Ms. Sweetser also has experience litigating injunctive relief on behalf of vulnerable populations and in litigating policy changes with local governments. Cases in which I have litigated on behalf of vulnerable populations include *Mitchell v. City of Los Angeles*, No. 16-07350 (C.D.

Schonbrun Seplow Harris Hoffman & Zeldes, LLP Firm Resume

Cal), and *Orange County Catholic Worker v. County of Orange*, No. 8:17-cv-1340 (C.D. Cal). Both resulted in settlements which governed how the local government handled the constitutional rights of homeless populations.

Education: B.A., Yale University, 2005; J.D., New York University School of Law, 2008; LL.M., New York University School of Law, 2010. Major: International Law

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EXHIBIT 3

CUNEO GILBERT & LADUCA, LLP

FIRM PROFILE

We specialize in civil litigation in federal and state courts, including general commercial practice, antitrust, civil rights, government relations, products liability, administrative, securities, labor, and consumer law.

With a proven track record of winning in court and in Congress, we have represented and served clients since 1988 on issues of broad significance. Neither a mega-firm with 200 plus attorneys, nor a small firm with limited expertise, we are instead a group of twenty plus lawyers who together have over 300 years of experience going to court to right wrongs. We specialize in representing individuals and businesses that have been victims of antitrust violations, faulty products, civil rights violations, and securities fraud.

TRIAL AND APPELLATE

Cuneo Gilbert & LaDuca attorneys are experienced advocates. Between them, our attorneys have:

- conducted numerous trials, the most recent of which resulted in a \$113 million verdict on behalf of our clients;
- argued scores of contested motions in state and federal court and conducted quasi-adjudicative, administrative, and arbitral proceedings resulting in a final adjudication;
- argued appeals in many federal circuit courts of appeal, including two *en banc* arguments;
- argued appeals in many states;
- testified before Congress, state legislatures or federal or state administrative bodies at least 60 times; and
- appeared in many cases before the United States Supreme Court.

GOVERNMENT SERVICE

Cuneo Gilbert & LaDuca attorneys have held positions of trust in state or federal governments, including:

- One was Solicitor to the House of Representatives and Assistant Counsel to the Senate;
- One was the Executive Director of a Federal agency, the highest staff position;
- Two were Section Chiefs of the United States Department of Justice;
- Three were Assistant US attorneys and one was a public defender; and
- Two were Counsel to Congressional Committees.

ACADEMIC ACHIEVEMENTS/CLERKSHIPS

Cuneo Gilbert & LaDuca attorneys have strong academic qualifications, and many were judicial clerks or interns. Of our attorneys:

- Eight were law review members or editors;
- Twelve served as judicial law clerks or interns;
- Three worked at the United States Court of Appeals;
- Five worked at United States District Courts; and
- Two worked for state courts.

SPEAK YOUR LANGUAGE

Cuneo Gilbert & LaDuca attorneys are diverse. Among our attorneys and staff, we speak:

- English
- Spanish
- French
- Mandarin
- Russian

COMMUNITY AND CHARITY

Cuneo Gilbert & LaDuca, LLP supports many charities in our community, both in the United States and abroad. Over the past five years, CGL has contributed to organizations supporting equal justice, centers for human rights, groups combatting hunger, medical centers and universities in Israel, cancer research efforts, cancer survivor support, legal programs, law schools, juvenile justice initiatives, better government, and wounded veterans of the Iraqi and Afghanistan wars. CGL has also made a major financial commitment to help indigent clients seek representation in the District of Columbia through the “Raising the Bar” campaign of the D.C. Access to Justice Project.

ATTORNEYS

Jonathan W. Cuneo, born New York, New York, September 10, 1952. Admitted to the District of Columbia Bar, 1977; New York Bar, 2006. Admitted to practice before the United States Supreme Court, 1994; United States Court of Appeals for the First Circuit, 2006; United States Court of Appeals for the Second Circuit, 2007; United States Court of Appeals for the Third Circuit, 2004; United States Court of Appeals for the Fourth Circuit, 2005; United States Court of Appeals for the Fifth Circuit, 2009; United States Court of Appeals for the Ninth Circuit, 2007; United States Court of Appeals for the Tenth Circuit, 2011; United States Court of Appeals for Eleventh Circuit, 2012; United States Court of Appeals for the District of Columbia Circuit, 1978; United States District Court for the Eastern District of Michigan; United States District Court for the Eastern District of New York, 2006; United States District Court for the Southern District of New York, 2006; United States District Court for the Northern District of New York, 2002; United States District Court for the District of Columbia, 1978. Education: Columbia University (A.B., 1974); Cornell University (J.D., 1977). Experience: Law clerk to the Honorable Edward Tamm, United States Court of Appeals, District of Columbia Circuit (1977-1978); Attorney, Office of the General Counsel, Federal Trade Commission (1978-1981); Assistant Counsel and Counsel, Subcommittee on Monopolies and Commercial Law, House Committee on the Judiciary (1981-1986); General Counsel, Committee to Support the Antitrust Laws (1986 - 2004); Legislative Counsel, National Association of Shareholder and Consumer Attorneys (1988-2004); Legislative Counsel, National Coalition of Petroleum Retailers and Service Station Dealers of America (1988-1994). Activities: Arlington County Democratic Committee (1983-1987); Board Member, Juvenile Law Center (2009-2015); Board Member, American Antitrust Institute (1998-2009); Board Member, Violence Policy Center (1999-2009); Board Member, Appleseed Legal Foundation (1999-2005). Honors: Alfred E. Kahn Award for Antitrust Achievement (2017); Rated by Martindale-Hubbell as AV[®] Preeminent[™]; Listed in Marquis “Who’s Who in America”; Dean’s Board of Advisors, The George Washington University Law School (2012-2015); Finalist, 2006 Trial Lawyer of the Year, Public Justice. Publications: *Judge Tamm and the Evolution of Administrative Law: The Art of Judging*, 74 GEORGETOWN L.J. 1595 (1986); *Pulling the Plug on Antitrust Law* (with Jerry Cohen), THE NATION (1987); *House Takes Up Cause of Discounters*, LEGAL TIMES, Vol X, No. 30 (1987); *Supreme Court’s “Sharp” Ruling Means Higher Prices, Fewer Choices for Consumers*, MANHATTAN LAWYER (1988); Chapter, *Consumer Protection -- Federal Trade Commission*, CHANGING AMERICA: BLUEPRINTS FOR THE NEW ADMINISTRATION (edited by Mark Green) (1992); *Antitrust and Clinton: Changes on the Horizon*, THE CALIFORNIA LAWYER (1993); *Action on Class Actions*, THE RECORDER (1997); *The Gold Train Case: Successfully Suing the United States on Behalf of a Class of Holocaust Era Victims* (with Professor Charles Tiefer), 27 CLASS ACTION REPORTS 139 (2006); THE INTERNATIONAL HANDBOOK OF PRIVATE ENFORCEMENT OF COMPETITION LAW (with Albert A. Foer) (Edward Elgar Publishing Inc., 2010). *Remediation and Deterrence: The Real Requirements of the Vindication Doctrine*, 82 Geo. Wash. L. Rev. Arguendo 59 (2013). Guest Lecturer: Southwestern Law School, 1997 and 1998; numerous appearances in CLE programs in the United States and Canada; District of Columbia Judicial Conference (2007). Member: American Bar Association; District of Columbia Bar Association; American Association for Justice.

Pamela B. Gilbert, born New Brunswick, New Jersey, October 3, 1958. Admitted to the New York Bar, 1985 (inactive); District of Columbia Bar 1986. Admitted to practice in D.C. Education: Tufts University (B.A., magna cum laude, 1980); New York University (J.D., 1984). Experience:

Consumer Program Director, United States Public Interest Research Group (1984-1989); Legislative Director, Executive Director, Public Citizen's Congress Watch (1990-1992; 1992-1994); Attorney, M+R Strategic Services (1995); Executive Director, Consumer Product Safety Commission (1996-2001); Chief Operating Officer, M+R Strategic Services (2001-2002). Honors and Activities: Board Chair, American Antitrust Institute (2010 -); Board Member, Project on Government Oversight (2016 -); Past member of the Board of Directors, National Environmental Law Center (2006 - 2016); Past member of Board of Directors, Equal Justice Works (2004 - 2012). Publications: PRIVATE ENFORCEMENT OF THE ANTITRUST LAWS IN THE UNITED STATES (edited by Albert A. Foer and Randy M. Stutz), "Proposals for Reform," written with Victoria Romanenko. Member: New York Bar Association; District of Columbia Bar Association; American Bar Association; American Association for Justice; Public Justice; Consumer Attorneys of California.

Charles J. LaDuca, born Buffalo, New York, September 30, 1974. Admitted to the New York State Bar, 2001; District of Columbia Bar, 2002; United States Supreme Court, 2009; United States Court of Appeals for the Second Circuit, 2007; United States Court of Appeals for the Third Circuit, 2004; United States Court of Appeals for the Sixth Circuit, 2012; United States Court of Appeals for the Ninth Circuit, 2011; United States Court of Appeals for the District of Columbia Circuit, 2013; United States District Court for the Northern District of New York, 2002; United States District Court for the Western District of New York, 2004; United States District Court for the Southern District of New York, 2013; United States District Court for the District of Columbia, 2002; United States District Court for the Central District of Illinois, 2009; United States District Court for the District of Colorado, 2008; United States District Court for the Western District of Michigan, 2010. Education: George Washington University (B.A., 1996); Catholic University of America (J.D., 2000). Member: District of Columbia Bar Association (Corporation, Finance and Securities Law Section); New York State Bar Association; New York State Society.

Joel Davidow, born Trenton, New Jersey, July 24, 1938. Admitted to the Bar in the District of Columbia, 1965; New York Bar, 1981; Court Admissions: U.S. Supreme Court, U.S. Court of Appeals (D.C., Ninth, First and Federal Circuits), U.S. District Court, S.D. N.Y., U.S. District Court, E.D. N.Y. Education: Columbia University School of Law (LLB, *cum laude*, 1963); Princeton University, Woodrow Wilson School of Public Affairs (B.A., *summa cum laude*, 1960). Experience: Notes editor of the Columbia Law Review and the winner of the National Jessup Moot Court Competition; Two years in the U.S. Federal Trade Commission; Fifteen years in Antitrust Division of the Department of Justice, where he eventually served as Chief of the Foreign Commerce Section and then Director of Policy and Planning; Senior antitrust partner in major New York City and Washington, D.C. law firms, representing clients from Japan, Europe, and the United States, as both plaintiffs and defendants, in antitrust, patent, and trade litigation matters; Counsel of record in numerous antitrust class actions and has briefed and argued multi-million dollar appeals before the First, Second, Seventh, Ninth and Federal Circuit courts of appeal. Publications: ANTITRUST GUIDE FOR INTERNATIONAL BUSINESS ACTIVITIES (BNA, 4th ed. 2011); PATENT-RELATED MISCONDUCT ISSUES IN U.S. LITIGATION (OUP, 2010); and numerous articles dealing with international antitrust and patent litigation topics. Adjunct Professor: George Washington University School of Law, Columbia Law School, Georgetown Law Center, American University Law School, and George Mason University Law School, where he has taught courses in antitrust, regulation, and international competition policy.

Daniel M. Cohen, born Detroit, Michigan, January 24, 1958. Admitted to the Florida Bar, 1989; District of Columbia Bar, 2001; Maryland State Bar, 2003; Virginia State Bar, 2010. Admitted to practice before the United States District Court for Maryland, 2002; United States District Court for the Middle District of Florida, 2003; United States District Court of District of Columbia, 2008; Eastern District of Virginia, 2010; Western District of Virginia, 2010; Southern District of Florida, 2013. Education: Ithaca College (B.A., 1981); Western New England School of Law (J.D., 1988). Experience: Criminal Defense Trial Attorney, Public Defenders Office, tried 70 jury trials, Jacksonville Florida, 1989-1999. Member: District of Columbia Bar Association (Antitrust and Consumer Law Section); Florida State Bar Association.

Michael J. Flannery, born January 22, 1963. Admitted to the Virginia Bar, 1991; District of Columbia Bar, 1992; California Bar, 1998; Missouri Bar, 2001. Admitted to practice before the United States Court of Appeals for the Third Circuit; United States Court of Appeals for the Ninth Circuit; United States District Court for the Eastern District of Missouri, United States District Court for the Western District of Missouri, United States District Court for the Southern District of Illinois, United States District Court for the Northern District of Illinois, United States District Court for the Northern District of California, United States District Court for the Southern District of California, United States District Court for the Central District of California, United States District Court for the Eastern District of California, and the United States District Court for the District of Columbia. Education: University of Notre Dame (B.A., 1985); College of William and Mary Marshall-Wythe School of Law (J.D., 1991). Honors and Awards: William and Mary Law Review (1989-91); Publication of Student Note: "Abridged Too Far: Anticipatory Search Warrants and the Fourth Amendment," 32 WM. & MARY L. REV. 781 (1991) (reprinted in 14 Criminal Law Review (1992)); Teaching Assistant, William and Mary Legal Skills Program; Chief Justice, William and Mary Honor Council; Notre Dame Scholar/Edward W. Krause Academic Scholarship. Experience: Cohen, Milstein, Hausfeld & Toll, Washington, DC, 1994-1997; Milberg Weiss Bershad Hynes & Lerach, San Diego, CA, 1997-2000; Carey, Danis & Lowe, St. Louis, MO, 2000-2012.

Monica Miller, born Queens, New York, May 16, 1966. Admitted to the Bar of the Commonwealth of Massachusetts, 1992; Louisiana Bar, 1993; District of Columbia Bar, 1994. Admitted to practice before the United States Courts of Appeals for the First Circuit, 1998, Fourth Circuit, 2010, Ninth Circuit, 2010, Tenth Circuit, 2011, D.C. Circuit, 2012; United States District Court for the District of Massachusetts, 1994; United States District Court for the District of the District of Columbia, 2008. Education: Tufts University (B.A., *magna cum laude*, 1988); University of Virginia (J.D., 1991). Experience: Law Clerk to the Honorable Edith Brown Clement, United States District Court for the District of Louisiana, 1991-1993; Berman, DeValerio & Pease, Boston, MA 1994-1999; sole practitioner, 1999-2008. Languages: French, Spanish.

Mark H. Dubester, born Washington, DC, May 17, 1955. Admitted to the District of Columbia Bar, 1980; Member of the United States District Court for the District of Columbia. Education: Tufts University (B.A., *magna cum laude*, 1977); New York University School of Law (J.D., 1980). Experience: Trial Attorney, United States Department of Justice, Antitrust Division (AT&T case) (1980-1983); Assistant United States Attorney, United States Attorneys Office for the District of Columbia (60 jury trials) (1983-2007); Counsel for the Committee and Special Impeachment Counsel, House Committee on the Judiciary (2007-2010); Deputy Chief Investigative Counsel, Special Inspector General for the Troubled Asset Relief Program

(SIGTARP) (2011-2012); Associate General Counsel/Prosecutor, Special Inspector General for Afghanistan Reconstruction (SIGAR) (2012-2017).

Alexandra C. Warren, born Bucharest, Romania, October 9, 1977. Admitted to the Florida Bar, 2016; New York Bar, 2003 (retired); Massachusetts Bar, 2003 (retired); Pennsylvania Bar, 2004 (retired); District of Columbia Bar, 2007 (retired). Admitted to practice before the United States District Court for the Eastern District of Pennsylvania, 2005; United States District Court for the Western District of Pennsylvania, 2007; United States District Court for the District of Columbia, 2007; United States District Court for the Middle District of Pennsylvania, 2009; United States District Court for the Western District of Michigan, 2010; United States District Court for the District of Massachusetts, 2012; United States Court of Appeals for the Third Circuit, 2009; United States Court of Appeals for the Fifth Circuit, 2009; United States Court of Appeals for the Ninth Circuit, 2011; United States Supreme Court, 2009. Education: Brandeis University (B.A., *cum laude*, 1999); Fordham University Law School (J.D., 2002) (Fordham Environmental Law Journal, Staff). Honors: Archibald R. Murray Public Service Award (2002); Addison M. Metcalf Labor Law Prize (2002). Experience: Law Clerk to the Honorable John E. Jones III, United States District Court for the Middle District of Pennsylvania (2002-2004); Associate, MacElree Harvey, Ltd. (2004-2006). Member: Florida Bar Association.

C. William Frick, born in Silver Spring, Maryland. Admitted to the District of Columbia Bar; Maryland Bar; United States District Court for the District of Maryland; United States District Court for the District of Columbia. Education: Northwestern University (B.A. 1997); Harvard Law School (J.D., 2000). Experience: Counsel, Akin Gump; State Legislator, House Parliamentarian, and House Majority Leader, Maryland General Assembly. Affiliations: Maryland Bar Association; District of Columbia Bar Association.

Katherine W. Van Dyck, born Corpus Christi, Texas, July 4, 1979. Admitted to the Texas Bar, 2004; District of Columbia Bar, 2008. Admitted to practice before the United States District Court for the Northern District of Texas, 2006; United States District Court for the District of Columbia, 2008; United States District Court for the District of Colorado, 2014; United States District Court for the Central District of Illinois, 2018; United States Court of Appeals for the Fourth Circuit, 2009; United States Court of Appeals for the Tenth Circuit, 2015; United States Court of Appeals for the Seventh Circuit, 2016. Education: Texas Christian University (B.A. 2001); Texas Tech University Law School (J.D., 2004). Texas Tech Law Review - Articles Editor, Outstanding Third Year Editor, Outstanding Second Year Editor (2002-2004) Experience: Law Clerk to the Honorable Hayden W. Head, Jr., United States District Court for the Southern District of Texas (2004-2006); Associate, Fee, Smith, Sharp & Vitullo, LLP (2006-2007); Associate, Griffith & Wheat, LLP (2008-2012). Affiliations: Member, Texas Christian University DC Alumni Board; American Association for Justice Seminar Faculty Member, Trying the Class Action: Practical Tips from the Pros.

Jennifer E. Kelly, born Elmira, New York, July 7, 1975. Admitted to the Maryland Bar, 2007, District of Columbia Bar, 2008, U.S. District Court for the District of Columbia, 2012. Education: Boston University (B.A., *cum laude*, 1997), American University (J.D., *cum laude*, 2007; highest grade designation, Wills, Trusts, & Estates). Experience: Internship, Parliament of Great Britain (1995); Internship, District of Columbia Corporation Counsel (1996); Legislative Assistant, Office of Senator Robert C. Byrd (1998-2002); American University Civil Practice Clinic (Oral Argument before the Maryland Court of Special Appeals and Maryland District Court Small Claims Trial)

(2006); Associate, Bracewell & Giuliani, LLP (2007-2009) (Paralegal, 2003-2007); Volunteer Attorney, American Red Cross (2010-2011). Member: American Bar Association.

Brendan S. Thompson, born Buffalo, New York, February 21, 1974. Admitted to the Maryland Bar, 2008; Admitted to practice before the United States District Court for the District of Colorado, 2008; United States District Court for the Central District of Illinois, 2008; United States Court of Appeals for the Ninth Circuit, 2011. Education: University of Detroit (B.S., 1997); visiting student, George Mason Law School; University of Baltimore Law School (J.D., 2008). Experience: Student Internships: Congressman Brian Higgins (D-NY) (2007); Chambers of the Honorable LeRoy F. Millett Jr., Circuit Court for the 31st Judicial Circuit of Virginia (2006); The Commonwealth's Attorney's Office for Prince William County, Virginia (2005). Member: Maryland State Bar Association, Bar Association of Baltimore City, American Bar Association; New York State Society.

Victoria R. Sims, born Kiev, Ukraine, April 8, 1983. Admitted to the Maryland Bar, 2009; the District of Columbia Bar, 2012. Education: Catholic University, Columbus School of Law (J.D., 2009); Brandeis University (B.A., with honors, 2006). Experience: Worked at a Washington D.C. firm engaging in antitrust and telecommunications litigation (2009-2011). Law Clerk at U.S. International Trade Commission (2009) (antidumping, countervailing duties, Section 337). Law Clerk at Department of Labor (2008) (Occupation Safety and Health Division). Law Clerk at District of Columbia Office of the Attorney General (2007) (Civil Enforcement Section). Ms. Sims was also nominated for the 2009 Jan Jancin award upon her completion of law school. This nomination is given to the student with the highest Intellectual Property GPA in the graduating class. Ms. Sims is the recipient of the American Antitrust Institute's Outstanding Litigation Achievement by a Junior Lawyer Award (2017), for her work in the *Automotive Parts Antitrust Litigation*, 12-md-02311. Publications: *Remediation and Deterrence: The Real Requirements of the Vindication Doctrine*, 82 Geo. Wash. L. Rev. Arguendo 59 (2013); PRIVATE ENFORCEMENT OF THE ANTITRUST LAW IN THE UNITED STATES (edited by Albert A. Foer and Randy M. Stutz) (2012), Chapter, *Proposals for Reform*, co-authored with Pamela Gilbert. Ms. Sims has a working knowledge of Russian and French.

Beatrice O. Yakubu, born Melbourne, Florida, January 3, 1984. Admitted to the Maryland Bar, 2010. Education: American University, Washington College of Law (J.D. 2010); Florida State University (B.S. 2005). Experience: clerked at the United States Attorney's Office and a criminal defense firm, and worked as a Student Attorney for the Mid-Atlantic Innocence Project. Ms. Yakubu is conversational in the Yoruba language.

Yifei Li, born Wuhan, China, February 15, 1988. Admitted to the New York State Bar, 2013; United States Court of Appeals for the Second Circuit, 2013; United States Court of Appeals for the District of Columbia Circuit, 2013; United States Court of Federal Claims, 2013; United States District Court for the Eastern District of Michigan, 2013; United States District Court for the Eastern District of New York, 2013; United States District Court for the Southern District of New York, 2013. Education: The George Washington University Law School (LL.M., 2011); Beijing Foreign Studies University Law School (LL.B., B.A., Scholarship Recipient, 2010). Experience: Judicial Intern to the Honorable Chief Judge Randall R. Rader at U.S. Court of Appeals for the Federal Circuit (2012-2013). Legal Intern at Federal Circuit Bar Association (2011-2012). Law Clerk at Jingtian &

Gongcheng Attorneys At Law (2009). Judicial Intern at People's Court of Jiang'An District (2007). Member: New York State Bar Association; American Bar Association. Ms. Li is a native speaker of Chinese (Mandarin).

A. Blaine Finley, born Houston, Texas, January 15, 1988. Admitted to the New Jersey Bar, 2014; New York Bar 2015; District of Columbia Bar, 2017. Admitted to practice before the United States District Court for the District of New Jersey, 2014; United States District Court for the Eastern District of New York, 2015; United States District Court for the Southern District of New York, 2015. Education: Columbia Law School (J.D., 2014); Princeton University (A.B., 2011). Experience: Associate, Brower Piven, A Professional Corporation (2014-2016).

Peter Gil-Montllor, born Manhasset, New York, October 11, 1987. Admitted to the New York Bar, 2014. Admitted to practice before the United States District Court for the Eastern District of New York, 2015; United States District Court for the Southern District of New York, 2015. Education: Georgetown University (J.D., magna cum laude, 2013); University of Chicago (A.B., with honors, 2009). Experience: Law clerk to the Honorable Allyne R. Ross, United States District Court for the Eastern District of New York (2015-2016). Member: Federal Bar Council. Mr. Gil-Montllor is a native speaker of Spanish.

Christian Hudson, born Southampton, New York, July 26, 1985. Admitted to the New York Bar, 2013. Admitted to practice before the United States District Court for the Southern District of New York, 2013; Eastern District of Texas, 2014; Eastern District of New York, 2018. Education: New York University (J.D., 2012); Yale University (B.A., with distinction, 2007). Experience: Associate, Gibson, Dunn & Crutcher LLP (2012-2018). Member: The Sedona Conference; LeGaL, the LGBT Bar Association of New York; American Bar Association.

SPECIAL COUNSEL

Robert J. Cynkar, born Chicago, Illinois, April 22, 1952. Admitted to the Illinois Bar, 1977; District of Columbia Bar, 1978; Virginia Bar, 1984. Admitted to practice before the United States Supreme Court and before the United States Courts of Appeals for the First, Second, Third, Fourth, Fifth, Sixth, Eighth, Eleventh, District of Columbia Circuit, and Federal Circuits. Education: Princeton University (A.B., magna cum laude, 1974); New York University School of Law (J.D., 1977) (Staff, Law Review). Experience: Associate, Fried, Frank, Harris, Shriver & Kampelman, Washington, D.C. (1977-1979); Counsel to Chairman Bob Dole, Subcommittee on Improvements in Judicial Machinery, United States Senate Committee on the Judiciary (1979-1981); General Counsel to Chairman Paul Laxalt, Subcommittee on Regulatory Reform, United States Senate Committee on the Judiciary (1981-1983); Assistant United States Attorney, Eastern District of Virginia (Criminal Division) (1983-1985); Special Assistant to Attorney General Edwin Meese (1985); Deputy Assistant Attorney General, Civil Division, United States Department of Justice (1985-1988); Associate, Shaw, Pittman, Potts & Trowbridge, Washington, D.C. (1988-1991); Partner, Shaw, Pittman, Potts & Trowbridge, Washington, D.C. (1991-1996); Founding Partner, Cooper & Kirk, Washington, D.C. (1996-2003); Partner, Egan, Fitzpatrick, Malsch & Cynkar, Vienna, Virginia (2004-2006); has tried over 25 cases in federal and state courts; has briefed numerous appeals in the majority of Federal Circuits and in State Supreme Courts, and in the U. S. Supreme Court, and personally argued many of those appeals. Sample Noteworthy Cases: *U.S. v. Fleming* (E.D. Va.

1984) (successful prosecution of a drunk driver who killed a mother of 11 for second-degree murder); *U.S. v. Winstar* (U.S. Sup. Ct. 1996) (holding that even the requirements of a broad change in regulatory policy by Congress cannot excuse the federal government's breach of contract); *U.S. ex rel. Ubl v. IIF Data Solutions* (E.D. Va. 2009) (successful defense of a government contractor accused of violating the False Claims Act in a bet-the-company case); *Livingston v. Virginia Dept. of Transportation* (Va. Sup. Ct. 2012) (establishing that a damaging for public use does not need to rise to the level of a taking to qualify for just compensation under the Virginia Constitution); *Settle v. RGR*, (Prince William Cir. Ct. 2012)(over \$3 million jury award for the widow of a truck driver killed in a collision with a train). Publications: *Dumping on Federalism*, 75 U. COLO. L. REV. 1261 (2004); *The Changing Vocabulary of Administrative Law*, 43 FOOD DRUG COSM. L.J. 681 (1988); “*Buck v. Bell: ‘Felt Necessities’ v. Fundamental Values?*” 81 COLUM. L. REV. 1418 (1981). Member: District of Columbia Bar Association; Virginia Bar Association; Fairfax County Bar Association; Federalist Society.

OF COUNSEL TO THE FIRM

Charles Tiefer, born January 21, 1954. Admitted to the District of Columbia Bar. Admitted to practice before the United States Supreme Court; United States Court of Federal Claims. Education: Columbia University (B.A., *summa cum laude*, 1974), Harvard Law School (J.D., *magna cum laude*, 1977) (Member, Harvard Law Review). Experience: Law clerk, United States Court of Appeals for the D.C. Circuit (1977-1978); Trial Attorney, United States Department of Justice, Civil Rights Division (1978-1979); Assistant Senate Legal Counsel, United States Senate (1979-1984); Solicitor and Deputy General Counsel, United States House of Representatives (1984-1995); Professor of Law, University of Baltimore School of Law (1995 -). Publications: VEERING RIGHT: HOW THE BUSH ADMINISTRATION SUBVERTS THE LAW FOR CONSERVATIVE CAUSES (U. Cal. Berkeley, 2004); GOVERNMENT CONTRACT LAW: CASES AND MATERIALS (co-author) (Carolina Academic Press, 2d ed., 2004); THE SEMI-SOVEREIGN PRESIDENCY (Westview, 1994); CONGRESSIONAL PRACTICE AND PROCEDURE (Greenwood Press, 1989); *Congress’s Transformative “Republican Revolution” in 2001-2006 and the Future of One-Party Rule*, J. L. & POL. OF U. VA. (2008); *The Iran Debacle: The Rise and Fall of Procurement-Aided Unilateralism as a Paradigm of Foreign War*, UNIV. PENN. J. INT’L ECON. LAW (2008); *Can Appropriation Riders Speed Our Exit From Iraq?* 42 STAN. J. INT’L L. 291 (2006); *The Gold Train Case: Successfully Suing the United States on Behalf of a Class of Holocaust-Era Victims*, 27 CLASS ACTION REP. 136 (2006); *Cancellation and Termination Without Forfeiture*, 54 MERCER L. REV. 1031 (2003). Member: District of Columbia Bar Association.

David W. Stanley, born St. Louis, Missouri, May 30, 1944. Admitted to the District of Columbia Bar, 1973; Virginia State Bar, 1972. Admitted to practice before the United States Supreme Court, 1980; United States Court of Appeals for the District of Columbia Circuit, 1978; United States District Court for the District of Columbia, 1974. Education: University of Virginia (B.A., 1966); University of Virginia School of Law (J.D., 1972). Experience: Law clerk to Honorable Gerard D. Reilly, Chief Judge, District of Columbia Court of Appeals (1972-1973). Assistant U.S. Attorney, U.S. Attorney's Office for the District of Columbia, 1973-1984 (Fraud Division, 1981-1984); Assistant Chief Trial Attorney, Division of Enforcement, U.S. Securities and Exchange Commission (1984-1987); Of Counsel, Swidler & Berlin, Chartered (1987-1992). Member: District of Columbia Bar Association (Corporation, Finance and Securities Law Section; Litigation Section); Assistant

U.S. Attorneys Association (President, 1994-1995); Association of Securities and Exchange Commission Alumni; The Barristers.

Bradford E. Kile. Admitted to the District of Columbia Bar. Admitted to practice before the United States Supreme Court, United States Court of Appeals for the Federal, Fourth, and DC Circuits, United States District Court for the District of Columbia and Eastern District of Virginia. Registered to practice before the United States Patent and Trademark Office – Reg. No. 25,223. Education: The Ohio State University (B. Mech. Engr., 1966); The George Washington University (J.D., 1970; LL.M. 1978). Publications: *Legal 'X-Games' Risk: Officer and Director Passive Retention of Personal Liability for Patent Infringement*, 7 IP Litigator 11 (2001); “Lotus v. Borland-Copyright Protection of Computer Software in a State of Transition,” Copyright World, 1995. Member: American Bar Association; Fellow of the Inn – Giles S. Rich American Inn of Court; American Intellectual Property Law Association; Federal Circuit Historical Society.

EXHIBIT 4

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LAW FIRM

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Curriculum Vitae

► **Toll Roads Litigation.** Blake initiated and currently serves as Co-Lead Counsel in In re Toll Roads Litigation, representing a certified class of millions of California drivers bringing claims against the Transportation Corridor Agencies and a handful of private defendants who plaintiffs allege are improperly and unfairly operating the toll roads in Southern California, violating their privacy rights and collecting unfair fines and penalties from them. *In re Toll Roads Litigation*, Case No. 8:16-cv-00262-AG-JCG (C.D. Cal).

► **In Re Toll Bridges Litigation.** Blake initiated and currently serves as co-lead counsel in representing a class of millions of California drivers in Northern California bringing claims against Conduent State & Local Solutions, Inc. and additional defendants who plaintiffs allege are improperly and unfairly operating the toll bridges in Northern California, violating their privacy rights and collecting unfair fines and penalties from them. *In re Toll Bridges Litigation*, Case No. CGC-17-562613 (San Fran. Sup. Ct.).

► **In Re Toll Highways Litigation.** Blake currently serves as co-lead counsel in representing a class of millions of California drivers in Los Angeles County bringing claims against Metropolitan Transportation Authority and additional defendants who plaintiffs allege are improperly and unfairly operating the toll highways in Los Angeles County, violating their privacy rights and collecting unfair fines and penalties from them. *Jharlinn Avelar, et al. v. Los Angeles County Metropolitan Transportation Authority*, et al. Case No. 19STCV11537 (Los Angeles Sup. Ct. Complex).

► **SANDAG privacy Litigation.** Blake currently serves as co-lead counsel in representing a class of millions of California drivers in San Diego County bringing claims against San Diego Association of Governments, who plaintiffs allege are improperly and unfairly operating the toll bridges in Northern California, violating their privacy rights and collecting unfair fines and penalties from them. *Luis Quintero v. San Diego Association of Governments*, Case No. 37-2019-00017834-CU-NP-CTL (San Diego Sup. Ct.).

► **Electric Scooter Safety Litigation.** Blake currently serves as lead counsel in representing a class of millions of California drivers and pedestrians in Los Angeles and Los Angeles County bringing claims against the City of Los Angeles, the County of Los Angeles, and private scooter manufacturers who plaintiffs allege are improperly allowing a system of motorized scooters operate without proper docking, and such system constitutes a nuisance. *Bludson, et al. v. City of Los Angeles, et al.*, Case No. 20STCV15676 (Los Angeles Sup. Ct. Complex).

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► **ALPR Mall Privacy Litigation.** Blake currently serves as lead counsel in representing a class of millions of California citizens bringing claims against private entities who plaintiffs allege are improperly collecting and sharing drivers' personal information. *Navarro, et al. v. SKI Data, Inc., et al.*, Case No. 2:20-cv-07370-SVW-SK (C.D. Cal.).

► **Unauthorized Credit Inquiry Litigation.** Blake currently serves as lead counsel in representing a class of millions of individual nationwide, who had their personal information provided to unauthorized persons and had their credit inquired of in an unauthorized fashion. *Palmer v. Citizens Bank, N.A., et al.*; Case No. 3:20-cv-06309-JSC (N.D. Cal.).

► **Kyäni, Inc. Anti-Pyramid And Regulatory Practices Litigation.** Blake initiated and serves as lead Counsel in filing and prosecuting claims that Kyani's business model is a pyramid scheme, illegal endless chain and world-wide racketeering and foreign corrupt practice business model. *Yan Guo, et al v. Kyäni, Inc., et al.*, Case No. 2:17-cv-08257-JAK(GJS) (C.D. Cal.).

► **Market America, Inc. Anti-Pyramid And Regulatory Practices Litigation.** Blake initiated and serves as lead Counsel in filing and prosecuting claims that Kyani's business model is a pyramid scheme, illegal endless chain and racketeering and foreign corrupt practice business model. *Chuanjie Yang, et al v. Market America, Inc., et al.*, Case No. 1:19-cv-00954 (M.D. N.C.).

► **Premier Financial Alliance Anti-Pyramid And Labor Practices Litigation.** Blake initiated and serves as individual and PAGA counsel in filing and prosecuting claims that PFA's business model is a pyramid scheme, illegal endless chain and racketeering and foreign corrupt practice business model, as well as failing to properly pay PFA's insurance agents as required by the California Labor Code. *Rui Cen, et al v. Premier Financial Alliance, Inc., et al.*, Case No. 4:18-cv-03771-YGR (N.D. Cal.).

► **World Ventures, LLC Anti-Pyramid And Regulatory Practices Litigation.** Blake initiated and serves as lead Counsel in filing and prosecuting claims that WorldVentures business model is a pyramid scheme, illegal endless chain and racketeering and foreign corrupt practice business model. *Melody Yiru, et al v. Worldventures Holdings, LLC, et al.*, Case No. 3:17-cv-02155 (N.D. Tex.).

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► **Nerium International, LLC Anti-Pyramid And Regulatory Practices Litigation.** Blake initiated and served as lead Counsel in filing and prosecuting claims that Nerium's business model is a pyramid scheme, illegal endless chain and racketeering and foreign corrupt practice business model. The FTC ultimately filed a Civil Action three years after we investigated and commenced our litigation. *Helen Jia et al v. Nerium International, LLC et al.*, Case No. 2:17-cv-05686-R-AGR (C.D. Cal.).

► **Car Lease Disposition Sales Tax Litigation.** Blake initiated and served as lead Counsel in filing and prosecuting claims that car leasing companies are collecting taxes that they are not authorized to collect. *Oksana Fur v. Board of Equalization, et al.*, Case No. 20STCV34035 (C.D. Cal.) (Los Angeles Sup. Ct. Complex).

► **San Diego Hospice & Palliative Care WARN Litigation.** Blake initiated and served as lead Counsel in filing and prosecuting claims that San Diego non-profits engaged in an improper mass layoff under the Federal Workers Adjustment Notification Act and its California equivalent. *Lee v. San Diego Hospice & Palliative Care Corporation*, Adversary Case No. 13-ap-90082; Bankr. Case No. 13-01179-MM11 (Bankr. S.D. Cal.).

► **Quiksilver Employment Litigation.** Blake initiated and served as lead Counsel in filing and prosecuting claims that a retailer engaged in an improper mass layoff under the Federal Workers Adjustment Notification Act and its California equivalent, as well as failure to pay amounts owed. *In re Quiksilver*, Bankr. Case No. 15-11880-BLS (D. Del.).

Practice Areas:

- Class Actions
- Insolvency Practice and Litigation
- Regulatory Practices and Unfair Competition
- Privacy
- Employment Law
- Wrongful Death and Personal Injury

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Education:

- **Arizona State University, Sandra Day O'Connor College of Law, Tempe, Arizona**
 - J.D. - 2007
 - Honors: *cum laude*
 - Editor of Jurimetrics: The Journal of Law, Science and Technology
- **Arizona State University, William P. Carey School of Business, Tempe, Arizona**
 - B.S. Economics - 2003
 - Honors: *valedictorian*
 - Pedrick Scholar

Honors:

- Super Lawyers 2020: Class Action Section
- Super Lawyers 2019: Class Action Section
- Editor of Jurimetrics: The Journal of Law, Science, and Technology

Admissions:

- California, May of 2007