

EXHIBIT 2

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Plaintiffs Penny Davidi Borsuk, David Coulter, Ebrahim Mahda, Todd Quarles, Todd Carpenter, Lori Myers, and Dan Golka (collectively, “Plaintiffs” and/or “Class Representatives”) for themselves and the Final Settlement Class Members (as defined below) and Foothill/Eastern Transportation Corridor Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon (collectively “TCA”) and BRiC-TPS, LLC (“BRiC”) (TCA and BRiC are referred to collectively herein as “Defendants”). Plaintiffs and Defendants, the Parties to the Settlement, are referred to collectively in this Settlement Agreement as the “Parties,” and singularly as “Party.”

I. RECITALS¹

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). 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. Against TCA and/or BRiC, the

¹ All capitalized terms not otherwise defined herein have the meaning given to them in Section II of this Settlement Agreement.

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; (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 also alleges a claim for (x) negligence. The Court entered a motion for judgment on the pleadings dismissing Plaintiffs' claim against Defendants under California Civil Code § 1788 *et seq.*, and entered summary judgment dismissing Plaintiffs' claims against Defendants under 42 U.S.C. § 1983 for violation of the 8th and 14th Amendments and Article I, § 17 of the California Constitution (excessive fines).

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. Dkt. 501. 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, which corrected references to Route 71. Dkt. 501. The Ninth Circuit denied Defendants' 23(f) petition for review of the Court's class certification decision. As to TCA and BRiC, the start date of the Class Period is April 13, 2015. *Id.*

1.04 This Settlement Agreement resulted from extensive, good faith and arm's-length settlement negotiations conducted over several months, including two in-person mediation sessions, an all-day session held on February 25, 2019 before Robert Kaplan, Esq., a neutral mediator, and a second in-person, all-day session held on August 21, 2019 before Rachel Ehrlich, Esq., a neutral mediator.²

² The second in-person mediation session before Ms. Ehrlich actually carried into the early morning hours of August 22, 2019, with an agreement in principle signed at approximately 4 am PDT. The total time of the second mediation session was approximately 19 hours.

1.05 On January 19, 2020, after the parties had reached an agreement in principle, the Court ruled on Defendants' Motion to Decide Key Questions. Dkt. 566. In its ruling, the Court found that certain categories of transmissions specifically related to interoperability and collection/enforcement did not violate California Streets and Highways Code § 31490. *Id.*

1.06 Throughout the Litigation, Class Counsel have undertaken zealous and diligent efforts to represent the class and to inform themselves fully of matters pertinent to the Litigation, including extensive discovery and investigation of the facts, briefing the novel legal issues raised in this action, and ongoing evaluation and advocacy of claims on behalf of the class incorporating Court rulings and information obtained through discovery.

1.07 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.

1.08 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 TCA and BRiC 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.

1.09 The Settlement contemplated by this Settlement Agreement is subject to preliminary approval 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.

1.10 This Settlement is also expressly conditioned on receipt from Associated Industries Insurance Company of an express waiver, in a form acceptable to the TCAs, of the consent

provision contained in Section VIII(C)(5) of the policies it issued to TCA (the “Associated Waiver”).

1.11 In exchange for the release of claims as described in this Settlement Agreement, this Settlement Agreement provides for the following consideration, as described in Section 12: a settlement cash amount of \$29,000,000, additional monetary consideration in the amount of \$135,000,000, and non-monetary injunctive relief.

II. DEFINITIONS

2.01 “Settlement Agreement” means this Settlement Agreement and Release between Plaintiffs 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 Final Settlement Class Member.

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

2.05 “Class Administrator” means Epiq Class Action and Claims Solutions, Inc. (“Epiq”).

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

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

2.08 “Class Notice” means any type of notice that has been or will be provided to the Settlement Class pursuant to this Settlement Agreement and any additional notice that might be ordered by the Court.

2.09 “Class Period” means from April 13, 2015 to the Settlement Class Period End Date.

2.10 “Class Representatives” means Plaintiffs Penny Davidi Borsuk, David Coulter, Todd Carpenter, Lori Myers, Todd Quarles, Ebrahim Mahda, and Dan Golka.

2.11 “Court” means the U.S. District Court for the Central District of California, any federal judge subsequently assigned to oversee the Litigation and Settlement thereof, and any person appointed by the Court as Special Master to oversee the Settlement and acting in such capacity.

2.12 “Cy Pres Distribution” means money that may be distributed to non-profit organizations in connection with the Settlement, as further described in Section 13.04.

2.13 “Defendants” are TCA and BRiC.

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 Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable and adequate.

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 issued.

2.19 “Funding Date” means the date on which Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency pay 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.

2.21 “Litigation” means the action described by the Corrected First Amended Consolidated Class Action Complaint (Dkt. 119-1) filed on January 19, 2017 in the matter captioned *In Re Toll Roads Litigation*, Case No. 8:16-cv-00262-AG (JCGx) in the Central District of California, including the individual putative class actions filed by the Plaintiffs that were consolidated in the Litigation.

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

2.23 “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.

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

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

2.26 “Released Parties” means Defendants, and any and all of their current, former, and future parents, joint-ventures, predecessors, successors, affiliates, assigns, subsidiaries, divisions, 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, and attorneys. Except as provided in Section 15, the Released Parties do not include the other defendants in the Litigation: 3M Company, Cofiroute USA, LLC, and Orange County Transportation Authority, Lori Donchak, Darrell Johnson. The Released Parties also do not include 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, Orange County Transportation Authority, and any private contractors or vendors of the foregoing non-party toll agencies (collectively, the “Non-Party Toll Agencies”) except as provided in Section 15. Except as otherwise provided in this Section 2.26 or Section 15, the Released Parties do not include third parties who received PII of the Plaintiffs from the Released Parties or Settlement Class Members. For avoidance of doubt, the Final Settlement Class Members are not releasing any claims they have against 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.).

2.27 “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 Settlement Agreement.

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

2.29 “Settlement Class” means and includes all individuals whose PII was provided by any Defendant or 3M to any non-Defendant individual or entity between April 13, 2015 and the Settlement Class Period End Date, except as otherwise specified. The Settlement Class consists of:

- Any person with a transponder account with TCA or a Non-Party Toll Agency whose PII was sent by any Defendant or 3M Company to a Non-Party Toll Agency between April 13, 2015 and the Settlement Class Period End Date (the “Interoperability Subclass”);
- Any person who used any of the TCA Toll Roads whose PII was sent by any Defendant or 3M to a third party between April 13, 2015 and the Settlement Class

Period End Date in connection with Defendants' efforts to collect tolls and/or penalties (the "Collection/Enforcement Subclass"); and

- Any person whose PII was sent by any Defendant or 3M to a third party between April 13, 2015 and the Settlement Class Period End Date for any reason other than those listed above (the "Communications Subclass").

Excluded from the Settlement Class are: (1) employees of Defendants, including their current and former directors, officers and counsel; (2) any entity that has a controlling interest in Defendants; (3) Defendants' affiliates and subsidiaries; and 4) the judge to whom this case is or was assigned, any member of the judge's immediate family, and any member of the judge's staff.

2.30 "Settlement Class Period End Date" shall mean the date thirty (30) days after the date when the District Court for the Central District of California issues the Preliminary Approval Order.

2.31 "Settlement Class Members" means the Class Representatives and those persons who are members of the Settlement Class.

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

2.33 "Settlement Costs" means all costs incurred by the Class Administrator in administering the Settlement Class and costs incurred by the Class Representatives and their attorneys, including but not limited to Plaintiffs' attorneys' fees, their expenses and costs of suit, Plaintiffs' expert or consultant fees, any time, expense, or service payments paid to the Class Representatives, notice costs, costs of Class Administration, the cost of a Special Master if appointed, and all other costs of administering the Settlement.

2.34 "Settlement Fund" means the fund consisting of the non-reversionary cash sum that Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency will jointly pay following entry of a judgment that has become final pursuant to this Agreement, not including the additional monetary consideration or non-monetary injunctive relief

described in Sections 12.02-12.05. The amount of the Settlement Fund shall be \$29,000,000 minus the amount of the Notice and Administration Costs as defined in Section 12.01 herein.

2.35 “Settlement Notice” means the notices to be provided to Settlement Class Members as set forth in Section 8 including, without limitation, email notice, mail notice, and internet notice. The forms of the email notice, mail notice, and publication notice are attached hereto collectively as **Exhibit B**.

2.36 “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.

2.37 “Settlement Value” means the total Consideration from Defendants set forth in Section XII below.

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

2.39 “Valid Claim” means a claim submitted by the Claims Deadline and that meets the other requirements established by the Class Administrator.

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 only for the purposes of this Settlement. 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 in further proceedings in this Litigation or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement 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 judicial proceeding. No agreements made by or entered into by Defendants in connection with the Settlement Agreement may be used by Plaintiffs, 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 judicial proceeding.

3.02 Plaintiffs' Belief in the Merits of Case. Plaintiffs believe 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 Plaintiffs that there is any infirmity in the claims asserted by Plaintiffs, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have asserted.

3.03 Plaintiffs Recognize the Benefits of Settlement. Plaintiffs recognize and acknowledge, 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. Plaintiffs have 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. Plaintiffs and Class Counsel believe that the Settlement set forth in this Settlement 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 REPRESENTATIVES

4.01 Attorneys' Fees and Costs. After an agreement was reached among the Parties as to all principal terms and conditions of this Settlement Agreement, the Parties entered into arm's-length discussions regarding Class Counsel's attorneys' fees, costs, and expenses. Class Counsel will move the Court for an award of attorneys' fees in the amount of up to 33.33% of the Settlement Value as set forth in Section XII of this Agreement to be paid from the Settlement Fund, in addition to reasonable amounts sought for the Settlement Costs incurred by Class Counsel in representing

the named Plaintiffs and the Final Settlement Class Members in the Litigation. Class Counsel agree among themselves that the Fee Award shall be equally divided among the three (3) firms comprising Co-Lead Class Counsel. The fee motion 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.

4.02 Payment to Class Representatives. The Class Representatives will ask the Court to award them a payment of up to \$15,000 each for the time, effort, expense, and service that they personally invested in the Litigation.

4.03 Settlement Independent of Award of Fees, Costs and Payment to Class Representatives. The awards of attorneys' fees, costs, and payment to the Class Representatives set forth in Sections 4.01 and 4.02 are subject to and dependent upon the Court's approval. This Settlement, however, is not dependent or conditioned upon the Court's approving Plaintiffs' requests for an award of attorneys' fees and costs or such payments or awarding the particular amounts sought by Plaintiffs and Class Counsel. If the Court declines Plaintiffs' or Class Counsel's requests or awards less than the amounts 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 Settlement Agreement, Plaintiffs 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, the Plaintiffs 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 Settlement Agreement 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 Rule 23 of the Federal Rules of Civil Procedure;

d. the Court orders Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency to provide to the Class Administrator the “Settlement Class Member Information” in accordance with Section 7.01;

e. the Court orders the Orange County Transportation Authority to provide to the Class Administrator the “OCTA Settlement Class Member Information” in accordance with Section 7.02;

f. the Court rules that Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency and the OCTA’s compliance with the Court’s order to provide information to the Class Administrator in accordance with Sections 7.01 and 7.02 shall not be a violation of Cal. Streets & Hwy Code § 31490 or any other federal, state or local 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 any person or entity asserting that compliance with the obligations imposed by this Settlement Agreement and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement.

g. the Court specifically indicates its preliminary approval of Section 15 of this Settlement Agreement whereby the Final Settlement Class releases TCA, BRiC and OCTA from any and all claims that any Final Settlement Class Member could assert arising out of or in any way related to the Defendants’ transmission, collection and/or use of Settlement Class Members’ PII for the purpose of administering this Settlement pursuant to this Settlement Agreement.

- 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 Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency and OCTA to provide notice of the Settlement to the Settlement Class, TCA 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 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, Plaintiffs will request that the Court order TCA, as part of the Preliminary Approval Order, to provide to the Class Administrator, in an electronically searchable and readable format, certain information to be identified by TCA in TCA's discretion (the "Settlement Class Member Information"), that the Class Administrator will use to determine the names, last known email address, and last known mailing addresses held by Settlement Class Members, to the extent TCA determines that such information exists in its reasonably available computerized account records.

b. TCA shall be obligated to provide Settlement Class Member Information to the Class Administrator pursuant to this Settlement Agreement if and only if the Court, as part of the Preliminary Approval Order: (1) orders TCA 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 Section 7.01 does not violate Section 31490 or any other federal, state or local 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 any person or entity asserting that compliance with the obligations imposed by this Settlement Agreement and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement; and (3) specifically indicates preliminary approval of Section 15 of this Settlement Agreement as it concerns release of any and all claims that any Final Settlement Class Member could assert arising out of or in any way related to the Defendants' transmission, collection and/or use of Settlement Class Members' PII for the purpose of administering this Settlement pursuant to this Settlement Agreement.

c. The contract signed by the Claims Administrator shall expressly require that any information relating to Settlement Class Members provided to the Class Administrator pursuant to this Settlement Agreement will be provided solely for the purpose of providing notice to the Settlement Class Members, enabling communication with them about the Settlement and the Litigation, and allowing them to recover under this Settlement. The Class Administrator will keep Settlement Class Member Information in strict confidence; will not disclose such information to any third party except for the purposes provided in Section 8 and Section 13; and will not use such information for any other purpose. The Notice sent to Settlement Class Members shall include information explaining that their information was used pursuant to this Section to provide Notice of the Settlement. Defendants do not have any obligation to provide Settlement Class Member Information to Plaintiffs, Plaintiffs' Counsel, or Class Counsel. The contract signed by the Claims Administrator shall expressly provide that the Class Administrator will not provide a copy of the Settlement Class Member Information to Plaintiffs, Plaintiffs' Counsel, or Class Counsel.

d. 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.

7.02. OCTA Class Member Information.

a. To further facilitate the notice and class administration process, Plaintiffs will request that, as part of the Preliminary Approval Order, the Court Order the Orange County Transportation Authority ("OCTA") to provide to the Class Administrator, in an electronically searchable and readable format, the name, last known email address and last known mailing address of any member of the Interoperability Subclass (the "OCTA Settlement Class Member Information") as such information is contained in OCTA's reasonably available computerized account records.

b. Plaintiffs will further request that the Court, as part of the Preliminary Approval Order, specifically indicates its preliminary approval of Section 15 of this Settlement

Agreement whereby the Final Settlement Class Members release OCTA from any and all claims that they could assert arising out of or in any way related to the transmission of PII to the Class Administrator for the purpose of administering this Settlement pursuant to this Settlement Agreement and are enjoined from filing or pursuing any claim or litigation against any person or entity asserting that compliance with the obligations imposed by this Settlement Agreement and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement.

c. Any OCTA Settlement Class Member Information provided to the Class Administrator pursuant to this Settlement will be provided solely for the purpose of providing notice to the Settlement Class Members, enabling communication with them about the Settlement and the Litigation, and allowing them to recover under this Settlement. The Class Administrator will keep this information in strict confidence; will not disclose such information to any third party except for the purposes provided in Section 8 and Section 13; and will not use such information for any other purpose. The Notice sent to OCTA Settlement Class Members shall include information explaining that their information was used pursuant to this Section to provide Notice of the Settlement. OCTA shall not have any obligation to provide OCTA Settlement Class Member Information to Plaintiffs, Plaintiffs' Counsel, Class Counsel, Defendants, or Defendants' Counsel. The Class Administrator will not provide a copy of the OCTA Settlement Class Member Information to Plaintiffs, Plaintiffs' Counsel, Class Counsel, Defendants, or Defendants' Counsel.

d. The Class Administrator will certify that any OCTA Settlement Class 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 send the Notice as set forth in **Exhibit B** via: (i) electronic mail, to the most recent email address as reflected in the Settlement Class Member Information and/or OCTA Settlement Class Member Information, to all persons in the Settlement Class for whom such records exist; or (ii) first class mail, to the most recent mailing address reflected in the Settlement Class Member Information and/or OCTA Settlement Class Member Information for those who were not sent e-mail notice. The Notice will advise 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 will be subject to confirmation or updating as follows: (a) the Class Administrator will check each address against the United States Post Office National Change of Address Database before the initial mailing; (b) the Class Administrator will conduct a reasonable search to locate an updated address for Settlement Class Members whose Settlement Notice is returned as undeliverable; (c) the Class Administrator will update addresses based on any forwarding information received from the United States Post Office; and (d) the Class Administrator will update addresses based on any requests received from Settlement Class Members.

b. Re-Mailing of Returned Settlement Notices. The Class Administrator will promptly re-mail any Notices that are returned as non-deliverable with a forwarding address to such forwarding address. For all returned mail, the Class Administrator will perform data searches and other reasonable steps to attempt to obtain better contact information for the Settlement Class Members.

8.02 Internet Notice. By the Settlement Notice Date, the Class Administrator will maintain and administer a dedicated Settlement Website containing class information and related documents. At a minimum, such documents will include the Settlement Agreement and attached exhibits, E-mail Notice, Mail Notice, and when signed, the Preliminary Approval Order, all

submissions regarding final settlement approval, attorney's fees and costs, service awards for the Class Representatives, 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 telephone number will be maintained until the Exclusion Deadline. After that time, 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 related 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) business days after the filing of the Preliminary Approval Motion.

8.05 Publication Notice. With respect to members of the Interoperability Subclass whose contact information was not provided to the Class Administrator (the "Publication Notice Group"), the Class Administrator shall provide the notice directing such members of the Interoperability Subclass to the Settlement Website, as approved by counsel for the Parties and the Court (the "Publication Notice"). The Publication Notice shall only be targeted to the Publication Notice Group, and shall be provided to the Publication Notice Group without limitation via online advertisement and via print publication.

8.06 Best Notice Practicable. The Parties agree that compliance with the Class Notice requirements of this Agreement is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class, terms of this Agreement, and Final Approval Hearing. The

Parties agree that the Class Notice requirements of this Settlement Agreement shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, rule, and/or regulation.

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 providing a written Request for Exclusion. 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 Settlement 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 Judgment approving the Settlement, 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 9.01.

9.02 Objections. Any Settlement Class Member who intends to object to this Settlement must file a written Objection with the Court by the Objection Deadline. In the written Objection, the Settlement Class Member must state his or her (1) full name and address; (2) account number with the TCA, if one exists; and (3) any other proof of Settlement Class membership if such proof exists. The written Objection must also state the reasons for the Settlement Class Member's Objection and indicate whether he or she 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. The Parties will have the right to obtain document discovery from and take depositions 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 Settlement Agreement or the Settlement.

X. FINAL APPROVAL AND JUDGMENT ORDER

10.01 Declaration of Class Administrator. No later than fourteen (14) calendar days before the Final Approval Hearing (or if a Special Master is appointed, fourteen (14) calendar days before the hearing 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 Agreement 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 Section 16 of this Settlement Agreement, no later than twenty-eight (28) calendar days before the Final Approval Hearing 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**. 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 Court. At the Final Approval Hearing, the Court will consider and determine whether the Settlement should be finally approved as fair, reasonable, and adequate, rule on Objections to the Settlement, determine whether the attorneys' fee award and incentive awards to the Class Representatives should be approved, and determine whether a Judgment finally approving the Settlement 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 Settlement Agreement and enters a final Judgment 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 Representatives and Class Counsel;

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

d. finds that this Settlement was made in good faith pursuant to Section 877 of the California Code of Civil Procedure and bars any other defendant in the Litigation from claiming or obtaining contribution against the TCA and/or BRiC;

e. dismisses with prejudice all claims of the Final Settlement Class Members asserted in the Litigation;

f. permanently enjoins 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;

g. enters an order permanently enjoining each and every Settlement Class Member, regardless of whether they have opted out of this Settlement, from filing or pursuing any claim or litigation against any person or entity asserting that compliance with the obligations imposed by this Settlement Agreement and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement; and,

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

XI. FINAL JUDGMENT

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

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

b. If any such document is filed, then five (5) business days after the date upon which all appellate and other proceedings resulting from such document have been finally terminated in such a manner as to permit the 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 releases 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 12.02-12.05 below, Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency will jointly 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, Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency will jointly pay to the Class Administrator an amount agreed upon by all Parties and the Class Administrator to cover the reasonable costs of Notice and Class Administration that will be incurred to implement the Preliminary Approval Order before the

Settlement Fund is created (the “Notice and Administration Costs”). The Notice and Administration Costs shall also include the costs of a Special Master if appointed. The Notice and Administration Costs will be deducted from the amount Defendants are 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, Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency shall pay, to create the Settlement Fund as compensation to the Final Settlement Class, an amount equal to \$29,000,000 minus the Notice and Administration Costs. Defendants thereafter will have no further obligation to pay any amount under this Settlement Agreement.

c. All Cash Awards and Settlement Costs will be paid from the Settlement Fund, and Defendants will pay nothing apart from their respective contributions to the Settlement Fund in settlement of the Released Claims.

12.02. Forgiveness of Penalties. Subject to the terms of this Settlement Agreement, no later than thirty (30) days after the Effective Date, Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency shall provide \$135 million in additional compensation to the Final Settlement Class in the form of forgiveness of penalties outstanding as of the Effective Date, as follows and to be applied in the following order:

a. **First,** each Final Settlement Class Member with currently outstanding penalties shall have such penalties forgiven in the amount of the lesser of (i) such Final Settlement Class Member’s total penalties outstanding as of the Effective Date or (ii) \$57.50.

b. **Thereafter,** any remaining portion of the \$135 million in penalty forgiveness shall be applied to any penalties of Final Settlement Class Members that were outstanding as of the Effective Date and are still remaining after the application of Section 12.02(a). Penalty forgiveness under this Section 12.02(b) shall be applied sequentially to the penalties of any Final Settlement Class Members outstanding as of the Effective Date, beginning

with the oldest penalties first until any remaining portion of the \$135 million penalty forgiveness is fully exhausted.

12.03. Re-Set of Opt-in Status for Communications by TCA. Within sixty (60) days after the Effective Date, TCA will remove the opt-in status for all current subscribers in the VTX system (governing opt-ins for communications by TCA), provided that the Court, in its Final Approval Order, expressly authorizes the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency each to send, following the Effective Date: (i) a single email to all account holders notifying them that they have been opted out and asking them to select their communications preferences in their online account; and (ii) a statement to be included in any other communications that would otherwise be sent to TCA customers advising them to update their communications preferences and/or containing a link to a website that allows TCA customers to update their communications preferences.

12.04. Update to Privacy Policies. Within thirty (30) days after the Effective Date, TCA shall update its privacy policy in the FastTrak account agreement and its website to include a list of the categories of PII sent to any third party, including but not limited to CTOC entities, and a separate list of the categories of PII TCA receives from other Non-Party Toll Agencies.

12.05. Additional Non-Monetary Relief. In consideration for the releases and the dismissal or termination of the Litigation provided for in this Settlement Agreement, after the Effective Date, TCA also agrees to make the following changes to its business practices for a minimum of five (5) years following the Effective Date:

a. When TCA sends PII to the Franchise Tax Board (“FTB”) for the purpose of placing a tax intercept, TCA will send only the PII that the FTB requires to place such tax intercept. For purposes of this Section and settlement purposes, it is understood that the FTB requires TCA to send an individual’s social security number in order to place a tax intercept on such individual.

b. When TCA transmits PII to a rental car company as a result of a rental car traveling on State Route 73, 133, 241, or 261 and failing to pay a toll associated with travel on

such Route, TCA will transmit only such PII as is contained in the toll violation notice resulting from the aforementioned failure to pay a toll.

d. TCA shall use skip tracers only in instances where (i) mail is returned to TCA as undeliverable, or (ii) TCA requires the use of skip tracers to obtain information that the FTB requires to place a tax intercept. Notwithstanding the foregoing, if legislation is enacted that provides for the use of skip tracers in additional instances, TCA shall also be permitted to use skip tracers in those additional instances.

e. When TCA sends PII to the California Department of Motor Vehicles (“DMV”) for the purpose of causing the DMV to place a DMV registration hold, TCA shall only send the PII that the DMV requires to place a DMV registration hold.

f. TCA shall not assess penalties for any person who pays their toll within seven days of using State Route 73, 133, 241, or 261. TCA shall not be required to further change its road signage or any other published information, but shall instead apply a two-day grace period beyond the advertised five days to pay.

XIII. SETTLEMENT FUND ADMINISTRATION PROCESS

13.01 Eligibility for Cash Awards. Each Final Settlement Class Member who is not eligible for penalty forgiveness (as described in Section 12.02 above) and who submits a Valid Claim (“Cash Distribution Class Member”) will be entitled to receive a Cash Award. Each Cash Distribution Class Member who submits a valid, confirmed claim will receive a single, initial Cash Award. Each Cash Distribution Class Member who submits a valid, unconfirmed claim will receive half of a single, initial Cash Award. A confirmed claim is a claim that is (a) submitted using the unique identifier contained in a direct notice; or (b) submitted with identifying information that allows the Class Administrator to confirm the claimant’s membership in the Settlement Class. An unconfirmed claim is a claim submitted attesting to membership in the Settlement Class but whose identifying information does not allow the Class Administrator to either confirm or reject membership in the Settlement Class.

13.02 Initial Amount Paid per Claim. Each Cash Distribution Class Member who submits a Valid Claim will be sent an initial Cash Award. The amount of each initial Cash Award for a valid, confirmed claim will be determined by the following formula: $(\text{Settlement Fund} - \text{Settlement Costs}) \div ((\text{total number of valid, confirmed claims}) + (\text{half the total number of valid, unconfirmed claims})) = \text{Cash Award}$. The amount of each initial Cash Award for a valid, unconfirmed claim will be half the amount of the initial Cash Award for a valid, confirmed claim. Therefore, the Cash Award for each Cash Distribution Class Member who submits a valid, confirmed claim is the Cash Distribution Class Member's pro rata share of the total payments available to Cash Distribution Class Members from the Settlement Fund, and the Cash Award for each Cash Distribution Class Member who submits a valid, unconfirmed claim is half of a pro rata share of the total payments available to Cash Distribution Class Members from the Settlement Fund.

13.03 Mailing of Settlement Checks. Settlement checks making 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 (the "Initial Distribution"). 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. 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 Class Counsel and Defendants' counsel of the names of the Cash Distribution Class Member whose checks are returned by the postal service as soon as practicable. Each original settlement check, whether issued in the Initial Distribution or a second distribution (as described in Section 13.04), 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, the Class Administrator may re-issue a settlement check that was issued in either the Initial Distribution or a second distribution (as described in Section 13.04), provided that the re-issued check will not be negotiable beyond thirty (30) days 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 Subsequent Distributions and Unused Funds. After the Initial Distribution, any unclaimed or unused funds may be distributed to Cash Distribution Class Members who cashed the initial payment, on a pro rata basis, to the extent the cost of such redistribution is considered economical by the Claims Administrator and the Parties, as provided for in this Section 13. After the final distribution, any unclaimed or unused funds will be paid to the Center for Democracy and Technology, subject to the approval of the Court. If, for any reason, the Parties determine that this recipient is no longer appropriate or the Court determines that the recipient is not appropriate, the Parties will agree on replacement recipients, subject to Court approval. If there is no agreement, Class Counsel will move for Court approval of appropriate recipients.

13.05 No claims based on administration. No person will have any claim against Plaintiffs, 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 Settlement Agreement.

13.06 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.

XIV. GOOD FAITH SETTLEMENT

14.01 Good Faith. The Parties agree that the totality of relief provided in this Settlement 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. This Settlement is made in good faith pursuant to Section 877 of the California Code of Civil Procedure (“Section 877”). This Settlement is contingent on the Court entering a good-faith order under Section 877 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 best efforts to have the Settlement approved.

XV. RELEASE OF CLAIMS

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

out of or in any way related to any and all claims that were or could have been asserted in this Litigation. “Released Claims” also means and includes any claim against any person or entity asserting that compliance with the obligations imposed by this Settlement Agreement and/or the Court approved class notice requirements violates Cal. Streets & Hwy Code § 31490 or any other federal, state or local statute, rule, regulation or policy purporting to limit the disclosure of the personally identifiable information reasonably necessary to provide notice to the Settlement Class and to otherwise implement this Settlement. Notwithstanding the foregoing, a Final Settlement Class Member who receives consideration by way of cash or forgiveness, does not waive the right to pursue the Administrative Review process to dispute whether they are the owner of the vehicle in question to the extent the Final Settlement Class Member possesses such right.

15.02 Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs 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. Plaintiffs 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,

Plaintiffs 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 with respect to only the Released Parties, all claims that could be asserted against Defendants and Released Parties in connection with the Litigation, and in furtherance of such intention, the releases of the Released Claims and any claims that could be asserted against Defendants and the Released Parties in connection with 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. Plaintiffs and each Final Settlement Class Member agree and covenant, and each Final Settlement Class Member will be deemed to have agreed and covenanted, 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 Plaintiffs or Defendants May Terminate the Settlement Agreement. The Parties' willingness to enter into this Settlement 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 Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement upon any one of the following occurrences, and shall provide written notice of termination to the Court and all other Parties hereto within ten (10) business days of such occurrence:

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. An appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;

c. Any court incorporates into, or deletes or strikes from, or modifies, amends, changes, or issues an order to change or modify, the Preliminary Approval Order, the Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or Defendants reasonably consider material, unless such modification or amendment is accepted in writing by all Parties. Any change to the manner, form, or extent of Settlement Class Information TCA or BRiC is to provide, the amount that TCA and BRiC are required to pay, the amount of forgiveness of penalties by TCA, or the scope of the Released Claims will be deemed a material change for purposes of this Section 16, unless otherwise agreed to by TCA and BRiC in writing. As provided above, the Court's approval of attorneys' fees and costs, or their amount and payments to Class Representatives is not a condition of the Settlement, and its rulings on those terms will not give rise to a right to terminate.

d. 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;

e. TCA does not receive the Associated Waiver no later than the Settlement Class Period End Date; or

f. Any other ground for termination provided for elsewhere in this Settlement 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. 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 the Exclusion Deadline to determine whether to exercise the confidential termination provision. The Class Administrator will on a weekly basis deliver to the Parties copies of all Requests for Exclusion, and a final report on the Requests for Exclusion must be issued

within five (5) business days after the Exclusion Deadline. 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 Plaintiffs or Defendants Terminate. If either Plaintiffs or Defendants terminate this Settlement 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 Settlement Agreement had never been executed, and any orders entered by the Court in connection with this Settlement Agreement will be treated as vacated, *nunc pro tunc*. Any payments made to the Class Administrator for services rendered to the date of termination will not be refunded to Defendants. 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 Termination Based On the Outcome of the Key Questions Motion or Legislative Action. No Party may terminate this Agreement based solely on any subsequent tentative or final ruling on the Key Questions Motion or any subsequent ruling by any other state or federal court, or any action by the California State Legislature.

XVII. NO ADMISSION OF LIABILITY

17.01 Defendants deny any liability or wrongdoing of any kind associated with the alleged claims in the Complaint. 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: (i) 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; (ii) 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; and (iii) 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.

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 Settlement Agreement.

XVIII. MISCELLANEOUS

18.01 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 Superior Court of the State of California in and for the County of Orange (the “Superior Court”). If this case is re-filed in the Superior 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.

18.02 Entire Agreement. This Settlement Agreement and the Supplemental Agreement, and the exhibits hereto, 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 Settlement Agreement.

18.03 Governing Law. This Settlement Agreement will be governed by the laws of the State of California.

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

18.05 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 Settlement Agreement will be decided by the Court, or by a mediator or magistrate judge upon written agreement of the Parties.

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

18.07 Counterparts. This Settlement 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.

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

18.09 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 Settlement Agreement.

18.10 No Oral Modifications. This Settlement 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 Plaintiffs, and if necessary approved by the Court.

18.11 No Waiver. No delay or failure by either party to exercise any right under this Settlement 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.

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

18.13 Confidentiality/Return of Documents. Plaintiffs and Class Counsel agree to maintain the confidentiality of any information (other than information that was already public at the time Defendants provided such information to Plaintiffs) that Defendants provided and may provide to them during settlement negotiations and the settlement approval process. If any such information is filed with the Court as part of the settlement approval process, such information will be filed under seal unless all Parties agree otherwise. Plaintiffs and Class Counsel will not use any of the documents and information provided to them by Defendants or during settlement negotiations for any purpose other than in connection with this Settlement. No later than ten (10) days after Class Counsel receives any Court-approved award of attorneys' fees and expenses, Class Counsel will certify in writing to Defendants' Counsel that they have destroyed all originals and all copies of any documents that Defendants produced or provided to Plaintiffs and Class Counsel during the Litigation.

18.14 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Settlement 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@sshhzlaw.com
501 W. Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 400-4990

Blake J. Lindemann
LINDEMANN LAW FIRM, APC
blake@lawbl.com
433 N. Camden Drive, 4th Floor
Beverly Hills, CA 90210
Telephone: 310-279-5269
Michael J. Flannery
CUNEO GILBERT & LADUCA LLP
mflannery@cuneolaw.com
500 North Broadway, Suite 1450
St. Louis, MO 63102
Telephone: (314) 226-1015

If to counsel for Defendant TCA:

Hyongsoon Kim
AKIN GUMP STRAUSS HAUER & FELD LLP
KimH@AkinGump.com
4 Park Plaza, Suite 1900
Irvine, CA 92614
Telephone: (949) 885-4218

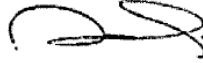
If to counsel for Defendant BRiC:

Stephen J. Erigero
ROPERS MAJESKI KOHN & BENTLEY PC
stephen.erigero@rmkb.com
445 South Figueroa Street, Suite 3000
Los Angeles, CA 90071
Telephone: (213) 312-2000

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

DATED: August 7, 2020

Plaintiff Penny Davidi Borsuk



DATED: August 7, 2020

Plaintiff David Coulter



DATED: August __, 2020

Plaintiff Ebrahim E. Mahda

DATED: August __, 2020

Plaintiff Todd Quarles

DATED: August __, 2020

Plaintiff Todd Carpenter

DATED: August __, 2020

Plaintiff Lori Myers

DATED: August __, 2020

Plaintiff Dan Golka

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DATED: August __, 2020

Plaintiff Penny Davidi Borsuk

DATED: August __, 2020

Plaintiff David Coulter

DATED: August __, 2020

Plaintiff Ebrahim E. Mahda

DATED: August 4__, 2020

Plaintiff Todd Quarles

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Todd Quarles
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DATED: August 3__, 2020

Plaintiff Todd Carpenter

DocuSigned by:
Todd Carpenter
545672CFDBEA498...

DATED: August 05, 2020

Plaintiff Lori Myers

DocuSigned by:
Lori Myers
147A02E5E5C9474...

DATED: August __, 2020

Plaintiff Dan Golka

DATED: August __, 2020

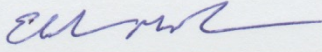
Plaintiff Penny Davidi Borsuk

DATED: August __, 2020

Plaintiff David Coulter

DATED: August 3, 2020

Plaintiff Ebrahim E. Mahda



DATED: August __, 2020

Plaintiff Todd Quarles

DATED: August __, 2020

Plaintiff Todd Carpenter

DATED: August __, 2020

Plaintiff Lori Myers

DATED: August __, 2020

Plaintiff Dan Golka

DATED: August __, 2020

Plaintiff Penny Davidi Borsuk

DATED: August __, 2020

Plaintiff David Coulter

DATED: August __, 2020

Plaintiff Ebrahim E. Mahda

DATED: August __, 2020

Plaintiff Todd Quarles

DATED: August __, 2020

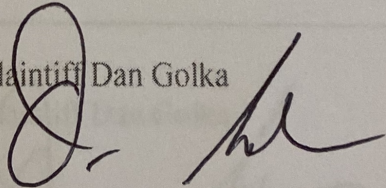
Plaintiff Todd Carpenter

DATED: August __, 2020

Plaintiff Lori Myers

DATED: August 25, 2020

Plaintiff Dan Golka



DATED: August 3, 2020

TCA

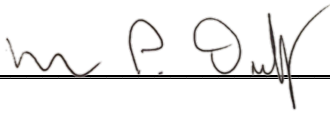
By: _____

Name: Samuel Johnson

Title: Interim Chief Executive Officer

DATED: August 11, 2020

BRiC

By: 

Name: William P. Duffy

Title: CEO BRiC-TPS LLC.

APPROVED AS TO FORM AND CONTENT:

DATED: August 3, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

By _____
Hyongsoon Kim
Counsel for Defendant TCA

DATED: August 13, 2020

ROPERS MAJESKI KOHN & BENTLEY PC

By Stephen J. Erigero
Stephen J. Erigero
Counsel for Defendant BRiC

DATED: August __, 2020

SCHONBRUN SELOW
HARRIS HOFFMAN & ZELDES, LLP

By _____
Helen I. Zeldes
Co-Lead Class Counsel

DATED: August __, 2020

LINDEMANN LAW FIRM, APC

By _____
Blake J. Lindemann
Co-Lead Class Counsel

DATED: August __, 2020


CUNEO GILBERT & LADUCA LLP

By _____
Michael J. Flannery
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: August 3, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

By 
Hyongsoon Kim
Counsel for Defendant TCA

DATED: August __, 2020

ROPERS MAJESKI KOHN & BENTLEY PC

By _____
Stephen J. Erigero
Counsel for Defendant BRiC


DATED: August __, 2020

SCHONBRUN SEPLOW
HARRIS HOFFMAN & ZELDES, LLP

By _____
Helen I. Zeldes
Co-Lead Class Counsel

DATED: August 12, 2020

LINDEMANN LAW FIRM, APC

By 
Blake J. Lindemann
Co-Lead Class Counsel

DATED: August __, 2020


CUNEO GILBERT & LADUCA LLP

By _____
Michael J. Flannery
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: August 3, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

By 
Hyongsoon Kim
Counsel for Defendant TCA

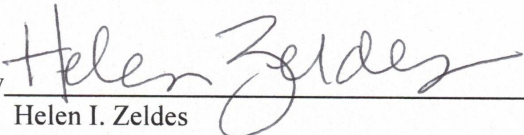
DATED: August __, 2020

ROPERS MAJESKI KOHN & BENTLEY PC

By _____
Stephen J. Erigero
Counsel for Defendant BRiC

DATED: August 3, 2020

SCHONBRUN SEPLOW
HARRIS HOFFMAN & ZELDES, LLP

By 
Helen I. Zeldes
Co-Lead Class Counsel

DATED: August __, 2020

LINDEMANN LAW FIRM, APC

By _____
Blake J. Lindemann
Co-Lead Class Counsel

DATED: August __, 2020

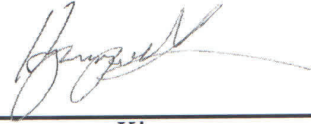
CUNEO GILBERT & LADUCA LLP

By _____
Michael J. Flannery
Co-Lead Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: August 3, 2020

AKIN GUMP STRAUSS HAUER & FELD LLP

By 
Hyongsoon Kim
Counsel for Defendant TCA

DATED: August __, 2020

ROPERS MAJESKI KOHN & BENTLEY PC

By _____
Stephen J. Erigero
Counsel for Defendant BRiC

DATED: August __, 2020

SCHONBRUN SEPLOW
HARRIS HOFFMAN & ZELDES, LLP

By _____
Helen I. Zeldes
Co-Lead Class Counsel

DATED: August __, 2020

LINDEMANN LAW FIRM, APC

By _____
Blake J. Lindemann
Co-Lead Class Counsel

DATED: August 3, 2020

CUNEO GILBERT & LADUCA LLP

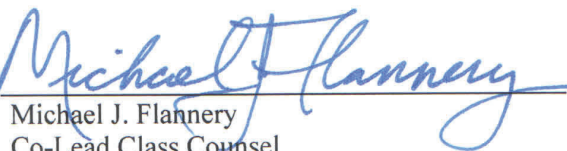
By 
Michael J. Flannery
Co-Lead Class Counsel

EXHIBIT A

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3
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7
8 **UNITED STATES DISTRICT COURT**

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

10
11 **IN RE: TOLL ROADS LITIGATION**

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

12
13 PENNY DAVIDI BORSUK; DAVID
14 COULTER; EBRAHIM E. MAHDA;
15 TODD QUARLES; TODD
16 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 SETTLEMENTS**

17 **Plaintiffs,**

18 **vs.**

Date:

Time:

Courtroom:

19 **FOOTHILL/EASTERN**
20 **TRANSPORTATION CORRIDOR**
21 **AGENCY; SAN JOAQUIN HILLS**
22 **TRANSPORTATION CORRIDOR**
23 **AGENCY; ORANGE COUNTY**
24 **TRANSPORTATION AUTHORITY;**
25 **3M COMPANY; BRIC-TPS LLC;**
26 **RHONDA REARDON; MICHAEL**
27 **KRAMAN; CRAIG YOUNG; SCOTT**
28 **SCHOEFFEL; ROSS CHUN;**
DARRELL JOHNSON; LORI
DONCHAK; COFIROUTE USA, LLC;
and DOES 3-10; inclusive,

Judge: Hon. Otis D. Wright II

Defendants.

ORDER GRANTING PRELIMINARY APPROVAL

On _____, Plaintiffs and Defendants Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon and BRiC-TPS, LLC (collectively “TCA”) entered into a Settlement Agreement and Release (“TCA Agreement”), after two arm’s-length mediations, one with the assistance of mediator Robert Kaplan, and the second with mediator Rachel Ehrlich, Esq.¹ On _____, Plaintiffs and Defendant 3M Company (“3M”) entered into a Settlement Agreement and Release (“3M Agreement”), after two arm’s-length mediations with the assistance of mediator Robert Kaplan, Esq. Collectively, the TCA Agreement and the 3M Agreement will be referred to as the Agreements, and the settlements reached in those Agreements will be referred to as the Settlements.

Plaintiffs now move this Court, pursuant to Federal Rule of Civil Procedure (“Rule”) 23(e), for an order preliminarily approving the Settlements upon the terms and conditions set forth in the respective Agreements.

After carefully considering Plaintiffs’ Motion for Preliminary Approval and accompanying declaration; the Agreements, including the accompanying Exhibits; and the applicable law, the Court finds that:

1. The proposed Settlements are fair, reasonable, adequate and the Court will likely be able to approve them under Rule 23(e)(2) and enter judgment on them. The proposed Settlements do not improperly grant preferential treatment to any segment of the TCA Settlement Class or the 3M Settlement Class (together, the “Settlement Classes”). The proposed Settlements are sufficient to warrant sending notice to the respective class members about the Settlements. The procedures for

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

1 establishing and administering the benefits provided by the proposed Settlements and
2 for notice to class members satisfy Rule 23 and due process.

3 2. The Court finds and determines that it will likely be able to certify the
4 Settlement Classes for purposes of judgment on the settlement proposals under Rule
5 23(b)(3) of the Federal Rules of Civil Procedure, because: (a) members of each
6 Settlement Class are so numerous that joinder of all members would be impracticable,
7 (b) there are questions of law and fact that are common to each Settlement Class, and
8 those questions of law and fact common to the Settlement Class predominate over any
9 questions affecting any individual class member; (c) the claims of the Plaintiffs are
10 typical of the claims of the Settlement Classes they seek to represent for purposes of
11 settlement; (d) a class action on behalf of each Settlement Class is superior to other
12 available means of adjudicating this dispute; and (e) Plaintiffs and Class Counsel are
13 adequate representatives of the Settlement Classes. Defendants retain all rights to
14 assert that this action may not be certified as a class action, other than for settlement
15 purposes.

16 3. The Court has reviewed the class notices for each Settlement Class and
17 the methods for providing notice and has determined that these forms and methods of
18 notice constitute the best notice practicable under the circumstances; are reasonably
19 calculated to apprise class members of the terms of the Settlements and of their right
20 to participate in them, object, or opt-out; are reasonable and constitute due, adequate,
21 and sufficient notice to all persons entitled to receive notice; and meet all applicable
22 requirements of Rule 23, the United States Constitution, and due process.

23 4. The Court preliminarily find that the Settlements were made in good
24 faith pursuant to Section 877 of the California Code of Civil Procedure and will bar
25 any other defendant in the case from claiming or obtaining contribution against 3M
26 or TCA.

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

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

4 2. The Court hereby certifies, for settlement purposes only:

5 a. A 3M Settlement Class consisting of: All individuals whose PII
6 was provided by 3M or TCA to any other individual or entity from April 13, 2015 to
7 June 30, 2015, including:

- 8 • Any person with a transponder account with a Toll Agency whose PII
9 was sent by 3M or TCA from April 13, 2015 to June 30, 2015 to another
10 Toll Agency (interoperability transmissions);
- 11 • Any person who used any of the TCA Toll Roads whose PII was sent by
12 3M or TCA to a third party from April 13, 2015 to June 30, 2015 in
13 connection with efforts to collect tolls or penalties (collection
14 transmissions); and
- 15 • Any person whose PII was sent by 3M or TCA to a third party from April
16 13, 2015 to June 30, 2015 for any reason other than those listed above
17 (other transmissions).

18 Excluded from the 3M Settlement Class are: (1) employees of 3M, including
19 their current and former directors, officers and counsel; (2) any entity that has a
20 controlling interest in Defendant; (3) Defendant's affiliates and subsidiaries; and (4)
21 the judge to whom this case is or was assigned, any member of the judge's immediate
22 family, and any member of the judge's staff.

23 b. A TCA Settlement Class consisting of: All individuals whose PII was
24 provided by 3M or TCA to any other individual or entity from April 13, 2015 through
25 30 days after the date of this order, including:
26
27
28

- Any person with a transponder account with a Toll Agency whose PII was sent by 3M or TCA from April 13, 2015 through 30 days after the date of this order to another Toll Agency (interoperability transmissions);
- Any person who used any of the TCA Toll Roads whose PII was sent by 3M or TCA to a third party from April 13, 2015 through 30 days after the date of this order in connection with efforts to collect tolls or penalties (collection transmissions); and
- Any person whose PII was sent by 3M or TCA to a third party from April 13, 2015 through 30 days after the date of this order for any reason other than those listed above (other transmissions).

Excluded from the TCA Settlement Class are: (1) employees of TCA Defendants, including their current and former directors, officers and counsel; (2) any entity that has a controlling interest in TCA Defendants; (3) TCA Defendants' affiliates and subsidiaries; and 4) the judge to whom this case is or was assigned, any member of the judge's immediate family, and any member of the judge's staff.

3. TCA Class Representatives. For purposes of the TCA Settlement only, the Court preliminarily finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Plaintiffs Penny Davidi Borsuk; David Coulter; Todd Carpenter; Lori Myers; Dan Golka; Todd Quarles; and Ebrahim E. Mahda will fairly and adequately represent the interests of the Class in enforcing their rights in the action and appoints them as Class Representatives. The Court preliminarily finds that they are similarly situated to absent Settlement Class Members and therefore typical of the Class, and that they will be adequate Class Representatives.

4. 3M Class Representatives. For purposes of the 3M Settlement only, the Court preliminarily finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Plaintiffs Penny Davidi Borsuk; David Coulter; Todd Carpenter; Lori Myers; and Dan Golka will fairly and adequately represent the

1 interests of the Class in enforcing their rights in the action and appoints them as Class
2 Representatives. The Court preliminarily finds that they are similarly situated to
3 absent Settlement Class Members and therefore typical of the Class, and that they will
4 be adequate Class Representatives.

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

13 6. Administration. Epiq Class Action & Claims Solutions, Inc is appointed
14 as Class Administrator to administer the notice procedure and the processing of claims
15 for the Settlement Classes, under the supervision of Class Counsel.

16 7. Class Notice. The form and content of the proposed Notice of Class
17 Action Settlement (“Long Form Notice”), the Email Notice, Mail Notice, and
18 Publication Notice are hereby approved.

19 8. TCA, Cofiroute USA, LLC (“Cofiroute”), and the Orange County
20 Transportation Authority (“OCTA”) are hereby ordered to provide to the Class
21 Administrator, in an electronically searchable and readable format, information to be
22 identified by TCA in TCA’s discretion, that the Class Administrator will use to
23 determine the names, last known email address, and last known mailing addresses
24 held by Settlement Class Members, to the extent TCA determines that such
25 information exists in its reasonably available computerized account records. The
26 Court finds that the provision of the foregoing information by OCTA, Cofiroute and
27 TCA to the Class Administrator is necessary so that reasonable notice can be given to
28 the class, as required by state and federal constitutional provisions and FRCP 23, and

1 so the Class Administrator can verify membership in the Settlement Classes. The
2 Court further finds and orders that compliance with this Order by OCTA, TCA and/or
3 Cofiroute will and does not violate California Streets & Highways Code
4 section 31490 or any other federal, state or local statute, rule, regulation or policy
5 purporting to limit the disclosure of personally identifiable information.

6 9. To effectuate this Order and to ensure adequate notice is provided to the
7 members of the Settlement Classes, and in accordance with both the Court's general
8 authority to protect its jurisdiction and the All Writs Act (28 USC § 1651), the Court
9 hereby permanently enjoins each and every member of each of the Settlement Classes
10 from filing or pursuing any claim or litigation against any person or entity asserting
11 that compliance with the obligations imposed by this Order or either of the
12 Agreements violates California Streets & Highways Code section 31490 or any other
13 federal, state or local statute, rule, regulation or policy purporting to limit the
14 disclosure of personally identifiable information.

15 10. The Class Administrator shall send the applicable Class Notice as
16 provided by the respective Agreements via: (i) electronic mail, to the most recent
17 email address of all persons in the respective Settlement Classes for whom such
18 information is reasonably available from the computerized records of OCTA, TCA or
19 Cofiroute; (ii) first class mail, to the most recent mailing address of all persons in the
20 respective Settlement Classes for whom there was no reasonably available email
21 address or whose email notice was returned as undeliverable and for whom such
22 mailing address is reasonably available from the computerized records of OCTA,
23 Cofiroute or TCA; and (iii) via publication and social media ads for members of the
24 interoperability transmissions subgroups of the respective Settlement Classes for
25 whom no email or mailing address is reasonably available to OCTA, Cofiroute or
26 TCA. The Notice will advise the respective class members of their ability to update
27 their email address and/or mailing address with the Class Administrator.

1 11. The Class Administrator shall treat the records of class members as
2 confidential and shall not disclose all or any portion of those records to any person or
3 entity except as authorized by Court order. The Class Administrator shall use the
4 records containing class member information solely for the purposes of providing
5 notice to class members, verifying claim forms, and calculating and paying settlement
6 awards. No copies of files containing the records may be made, nor may the records
7 be utilized by the Class Administrator for any other purpose not specified in this
8 Order.

9 12. Settlement Website. By the respective Settlement Notice Dates, the Class
10 Administrator will maintain and administer a dedicated Settlement Website
11 containing class information and related documents. At a minimum, such documents
12 will include the Agreements and attached exhibits, E-mail Notice, Mail Notice, this
13 Preliminary Approval Order, all submissions regarding final settlement approval, any
14 motion(s) for attorney's fees, costs, and/or service awards for the respective Class
15 Representatives, and the Final Approval Order. The Settlement Website will permit
16 members of the respective Settlement Classes who elect to do so to register online to
17 receive (a) email notice that the Court has granted Final Approval of the Settlements,
18 (b) updates on the deadlines to submit Requests for Exclusion and make Objections,
19 and (c) the status of payments under the terms of the Settlements. The Settlement
20 Website will be taken down and rendered inaccessible by the Final Distribution Date.

21 13. Claims. All claims must be postmarked or submitted electronically
22 within **eighty-four (84) days after the Settlement Notice Date ("Claims Deadline")**
23 as specified by the respective Agreements. Any class member who does not timely
24 and properly submit a claim within the time provided for shall be forever barred from
25 sharing in the distribution of the proceeds of the respective Settlements, unless
26 otherwise agreed by the Parties or ordered by the Court, but will in all other respects
27 be subject to and bound by the provisions of the Agreements, the releases contained
28 therein, this Order, the Final Judgment, and the Final Approval Order.

1 14. The Class Administrator shall review and process each claim to
2 determine whether it qualifies for a settlement award, and in what amount, in
3 accordance with the terms of the respective Agreements. Claims that do not meet the
4 submission requirements may be rejected. Prior to rejecting a claim, in whole or in
5 part, the Class Administrator shall communicate with the claimant in writing to give
6 the claimant a reasonable opportunity to remedy any deficiencies in the claim.

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

20 16. Objections. Any Settlement class member who intends to object to one
21 or both Settlements must file a written Objection with the Court, located at 350 W. 1st
22 Street, Los Angeles California, 90012, Courtroom 5D, no later than **eighty-four (84)**
23 **days after the Settlement Notice Date** (the “Objection Deadline”). In the written
24 Objection, the Settlement class member must state his or her (1) full name and
25 address; (2) account number with the TCA, if one exists; and (3) any other proof of
26 Settlement Class membership if such proof exists. The written Objection must also
27 state the reasons for the Settlement class member’s Objection and indicate whether
28 he or she intends to appear at the Final Approval Hearing on his or her own behalf or

1 through counsel. Any documents supporting the Objection must be attached to the
2 Objection. The Parties shall have the right to obtain document discovery from and
3 take the deposition of any objector relevant to the Objection. Any Settlement class
4 member who has timely filed an Objection and indicated an intent to appear may
5 appear at the Final Approval Hearing, either in person or through an attorney hired at
6 the Settlement class member's own expense, to object to the fairness, reasonableness,
7 or adequacy of one or both of the Settlements.

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

12 18. Motion for Final Approval. The motion for final approval shall be filed
13 and served **at least twenty-eight (28) days before the Final Approval Hearing.**
14 Any replies to any Objections shall be filed and served at least **fourteen (14) calendar**
15 **days prior to the Final Approval Hearing.**

16 19. The motion for attorneys' fees and costs and Service Awards shall be
17 filed **at least two weeks before the Objection and Exclusion Deadlines.** Any replies
18 to any Objections shall be filed and served at least **fourteen (14) calendar days prior**
19 **to the Final Approval Hearing.**

20 20. Defendants shall bear no responsibility for any application for attorneys'
21 fees and costs and service awards, and such matters will be considered separately from
22 the fairness, reasonableness, and adequacy of the Settlement. At or after the Final
23 Approval Hearing, the Court shall determine whether any application for attorneys'
24 fees and costs to Class Counsel and any service awards to Court-appointed Class
25 Representatives shall be approved.

26 21. All reasonable expenses incurred in identifying and notifying Class
27 Members, as well as administering the Settlements, shall be paid in accordance with
28 the terms set forth in the Agreements.

1 22. The Court preliminarily approves Section 14 of the 3M Settlement
2 Agreement and Section 15 of the TCA Settlement Agreement in which the TCA, the
3 OCTA, Cofiroute, other Toll Agencies, 3M, and the Class Administrator are released
4 from any and all claims that any Settlement class member could assert arising out of
5 or in any way related to the transmission, collection, or use of the Settlement Class
6 Member Information pursuant to the Settlement Agreements to administer the
7 Settlements.

8 23. This Court shall hold a Final Approval Hearing on _____, at
9 _____, in Courtroom 5D of the United States District Court for the Central District
10 of California, located at 350 W. 1st Street, Los Angeles California, 90012, to
11 determine: (a) whether the Settlements on the terms and conditions provided for in
12 the Agreements are fair, reasonable and adequate to class members and should be
13 finally approved by the Court; (b) whether a judgment should be entered; (c) whether
14 Class Counsel should be awarded attorneys' fees and costs, and if so, in what amount;
15 and (d) whether service awards should be awarded to the Court-appointed Class
16 Representatives, and if so, in what amount. The Court may postpone the Final
17 Approval Hearing and will provide notice of any such postponement on the Class
18 Administrator's website without further notice to class members.

19 24. Neither the Agreements or any of their terms or provisions, nor any of
20 the negotiations or proceedings connected with the Settlements, whether or not
21 consummated, shall be construed as an admission or concession of any kind by any
22 of the Parties. Neither the Agreements or any of their terms or provisions, nor any of
23 the negotiations or proceedings connected with the Settlements, may be offered
24 against any of the Parties as evidence of, or construed as or deemed to be evidence of,
25 any presumption, concession or admission by any of the Parties regarding any issue
26 whatsoever including: (i) whether it was appropriate for class certification; (ii) the
27 validity of any allegation or claim that was, could have been or will be asserted against
28

1 any of the Defendants; (iii) liability, negligence, fault, or wrongdoing of any kind;
2 and (iv) the existence or scope of any damages.

3 25. The Court retains exclusive and continuing jurisdiction over the Parties
4 and the class members to consider all further motions and applications arising out of,
5 or connected with, the Agreements or related Settlement matters. The Court may
6 approve the Settlements with such modifications as may be agreed to by the Parties,
7 if appropriate, without further notice to the Settlement Classes. The Court shall also
8 retain jurisdiction with respect to the implementation and enforcement of the terms of
9 the Agreements, and all Parties hereto submit to the jurisdiction of the Court for
10 purposes of implementing and enforcing the Settlements embodied in the
11 Agreements.

12 26. All class members shall be bound by all determinations and judgments
13 of the Court in the Action concerning the Settlements and related matters, whether
14 favorable or unfavorable to the Settlement Classes.

15 27. All proceedings in this action relating to TCA, 3M, and BRiC shall be
16 stayed until further order of the Court, except for proceedings that may be necessary
17 to implement this Preliminary Approval Order, the Agreements, their Exhibits, or to
18 comply with or effectuate the terms and conditions of the Agreements.

19 28. Pending final determination of whether the proposed Settlements should
20 be approved, neither Plaintiffs nor any class member, directly or indirectly,
21 representatively, or in any other capacity, shall commence or prosecute against any of
22 the settling Defendants, any action or proceeding in any court or tribunal asserting
23 any of the respective Released Claims.

24
25 **IT IS SO ORDERED:**

26
27 Dated: _____, 2020

28 _____
Otis D. Wright II
United States District Judge

EXHIBIT B

Long Form Notice

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

If You Drove On Certain Toll Roads in Southern California or Provided Information to a Certain Southern California Toll Road Operator, You May Be Entitled to a Payment from Two Class Action Settlements.

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

- Two Settlements have been reached in a class action lawsuit about whether TCA, 3M, and BRiC (the “Defendants”) improperly collected and shared with third parties the “Personally Identifiable Information” (“PII”) of operators of motor vehicles that used the 73, 133, 241, and 261 Toll Roads in Orange County, California or other individuals whose PII was provided to Defendants. The Defendants deny the allegations in the lawsuit. The Court has decided that certain allegations against Defendants lack merit but has not ruled on the remaining claims.
- Both Settlements cover vehicle operators, but one covers a shorter time period. The settlement between Plaintiffs and the TCA and BRiC (“TCA Settlement”) covers the time period from April 13, 2015 to [closing date]. The settlement between Plaintiffs and 3M (“3M Settlement”) covers from April 13, 2015 to June 30, 2015.
- You can receive benefits under both Settlements if you are a member of both Settlement Classes.
- The Settlements offer Settlement Class Members Cash Payments and/or Penalty Forgiveness as set forth below.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS		
	TCA SETTLEMENT	3M SETTLEMENT
SUBMIT A CLAIM FORM	You may submit a Claim Form seeking cash payment if you do not have penalties outstanding to the TCA as of the Effective Date of the TCA Settlement (see below).	You may submit a Claim Form seeking cash payment.
AUTOMATIC PENALTY FORGIVENESS	If you have outstanding penalties for driving on the TCA toll roads as of the Effective Date of the TCA Settlement (see below), you will receive automatic forgiveness of the lesser of your outstanding penalties and \$57.50. In addition, you may receive additional forgiveness up to 100% of your outstanding penalties. You do not have to do anything to participate in the penalty	Not applicable.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT www.XXXXXXXX.com
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

	forgiveness program; your account will automatically be credited if you are in this Class and do not exclude yourself from the TCA Settlement.	
EXCLUDE YOURSELF	Request to be excluded and get no benefits from the TCA Settlement. This is the only option that allows you to start or continue your own lawsuit against the TCA Defendants for the claims at issue in the TCA Settlement to the extent they aren't barred by applicable law or a prior Court ruling. You can request to be excluded from either or both of the Settlements (see question 12 below).	Request to be excluded and get no benefits from the 3M Settlement. This is the only option that allows you to start or continue your own lawsuit against 3M for the claims at issue in the 3M Settlement to the extent they aren't barred by applicable law or a prior Court ruling. You can request to be excluded from either or both of the Settlements (see question 12 below).
OBJECT	Write to the Court about why you do not like the TCA Settlement.	Write to the Court about why you do not like the 3M Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the TCA Settlement.	Ask to speak in Court about the fairness of the 3M Settlement.
DO NOTHING	You will not receive a cash payment but may still qualify for automatic forgiveness of penalties. Give up any rights you might have to sue the TCA Defendants about the claims resolved by the TCA Settlement.	You will not receive any benefits from the 3M Settlement. Give up any rights you might have to sue 3M about the claims resolved by the 3M Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlements. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying claim forms or are found eligible for automatic forgiveness of penalties. Please be patient.

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

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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 two proposed Settlements 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 Settlements. This notice explains the lawsuit, the Settlements, and your legal rights.

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 “TCA Defendants” are BRiC-TPS, LLC (“BRiC”) and Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Corridor Transportation Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon (collectively “TCA”). The “3M Defendants” are 3M Company (“3M”). Collectively, the TCA Defendants and the 3M Defendants are the “Defendants.” The lawsuit alleges that the Defendants provided to third parties Personally Identifiable Information (“PII”) in violation of Section 31490(a) of the California Streets and Highways Code. The lawsuit seeks statutory damages on behalf of the named Plaintiffs and a proposed class of all individuals in the United States that operated motor vehicles on certain Toll Roads 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 Constitution, violated the California CLRA and UCL statutes, and that they were negligent. There are other defendants, including the Orange County Transportation Authority and Cofiroute, who are not part of the Settlements.

There are **two separate Settlements** in this single lawsuit. The Plaintiffs settled separately with TCA and BRiC on the one hand and 3M, on the other. As explained further below, you may:

- get a cash payment if you are eligible by filing a valid claim form;
- have certain outstanding penalties forgiven;
- object to one or both (or neither) of the Settlements; or
- request exclusion from one or both Settlements (or neither).

Defendants deny each and every allegation of wrongdoing, liability, and damages that was 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 some of the allegations but has not decided who is right on other allegations.

The Plaintiffs’ Complaint, the Settlement Agreements, and other case-related documents are posted on the website www.XXXXXXXXXX.com. The Settlements resolve the claims against these Defendants in the lawsuit.

2. What is “Personally Identifiable Information” or PII?

In the context of the Settlements, 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 Plaintiffs and Class Members operated motor vehicles are Toll Roads Routes 73, 133, 241 and 261. Visit the www.XXXXXXXXXX.com website to see a map of the included Toll Roads. If you received this Notice, you are likely included in the TCA Settlement and may also be included the 3M Settlement because the Defendants’ records have identified you as a person whose PII may have been shared.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” 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.” Here, Plaintiffs Penny Davidi Borsuk, David Coulter, Todd Carpenter, Ebrahim Mahda, Lori Myers, Dan Golka and Todd Quarles are the Class Representatives for the TCA Settlement. For the 3M Settlement, the Class Representatives are the same people except for Todd Quarles and Ebrahim Mahda.

5. Why are there Settlements?

The Court has not decided wholly in favor of the Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to the Settlements. By agreeing to the Settlements, the Parties avoid the costs and uncertainty of a trial, and if the Settlements are approved by the Court, Settlement Class Members will receive the benefits described in this notice. The proposed Settlements do not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlements are best for everyone who is affected.

WHO IS PART OF THE SETTLEMENTS

6. Who is included in the Settlements?

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

TCA SETTLEMENT	3M SETTLEMENT
The Settlement includes all individuals whose PII was provided by BRiC, 3M, or TCA to any other individual or entity from April 13, 2015 to [INSERT] , including:	The Settlement includes all individuals whose PII was provided by 3M or TCA to any other individual or entity from April 13, 2015 to June 30, 2015, including:
<input type="checkbox"/> Any person with a transponder account with a Toll Agency whose PII was sent by BRiC, TCA or 3M to another Toll Agency (interoperability transmissions);	<input type="checkbox"/> Any person with a transponder account with a Toll Agency whose PII was sent by 3M or TCA to another Toll Agency (interoperability transmissions);
<input type="checkbox"/> Any person who used any of the TCA Toll Roads whose PII was sent by BRiC, TCA or 3M to a third party in connection with efforts to collect tolls or penalties (collection transmissions); and	<input type="checkbox"/> Any person who used any of the TCA Toll Roads whose PII was sent by 3M or TCA to a third party in connection with efforts to collect tolls or penalties (collection transmissions); and
<input type="checkbox"/> Any person whose PII was sent by BRiC, TCA or 3M to a third party for any reason other than those listed above (other transmissions).	<input type="checkbox"/> Any person whose PII was sent by 3M or TCA to a third party for any reason other than those listed above (other transmissions).
Excluded from the Settlement Class are: (1) employees of TCA Defendants, including their current and former directors, officers and counsel; (2) any entity that has a controlling interest in TCA Defendants; (3) TCA Defendants' affiliates and subsidiaries; and (4) the judge to whom this case is or was assigned, any member of the judge's immediate family, and any member of the judge's staff.	Excluded from the Settlement Class are: (1) employees of 3M Defendants, including their current and former directors, officers and counsel; (2) any entity that has a controlling interest in 3M Defendants; (3) 3M Defendants' affiliates and subsidiaries; and (4) the judge to whom this case is or was assigned, any member of the judge's immediate family, and any member of the judge's staff.

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

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

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

THE SETTLEMENT BENEFITS

8. What do the Settlements provide?

The benefits provided by each Settlement are as follows:

TCA SETTLEMENT	3M SETTLEMENT
TCA will pay \$29 million to create a non-reversionary “Settlement Fund.” The TCA Settlement Fund will be used to pay all Settlement costs, including Notice and Administration costs, the Attorneys’ Fees Award, and Service Awards to the Class Representatives. The remainder (the “Net Settlement Funds”) will be distributed as cash payments to TCA Settlement Class Members who submit valid claims and who are not eligible for penalty forgiveness. The cash payments will be distributed on a pro rata basis to valid claimants depending on the number of valid claims filed. Claimants who submit either (a) the unique identifier they receive in a direct notice or (b) identifying information that allows the Class Administrator to confirm their membership in the TCA Settlement Class will receive a full pro rata share of the cash payments. A claimant who attests to class membership but whose identifying information does not allow the Class Administrator to either confirm or reject membership in the TCA Settlement Class will receive half a pro rata share of the cash payments.	3M will pay \$11.95 million to create a non-reversionary “Settlement Fund.” The 3M Settlement Fund will be used to pay all Settlement costs, including Notice and Administration costs, the Attorneys’ Fees Award, and Service Awards to the Class Representatives. The remainder (the “Net Settlement Funds”) will be distributed as cash payments to 3M Settlement Class Members who submit valid claims. The cash payments will be distributed on a pro rata basis to valid claimants depending on the number of valid claims filed. Claimants who submit either (a) the unique identifier they receive in a direct notice or (b) identifying information that allows the Class Administrator to confirm their membership in the 3M Settlement Class will receive a full pro rata share of the cash payments. A claimant who attests to class membership but whose identifying information does not allow the Class Administrator to either confirm or reject membership in the 3M Settlement Class will receive half a pro rata share of the cash payments.
\$135 Million in Toll Road penalty forgiveness;	
A one-time reset of all Class Members’ opt-in status for advertising and requiring consumers to opt-in again if they want to receive advertising, and substantive programmatic changes to the TCA’s practices going forward, including increased disclosures in their privacy policy about where consumers’ PII is sent, limiting the PII that is sent to rental car companies to only that information that is in a Notice of Violation, and limiting the information that is sent to the DMV or FTB for purposes of placing a registration hold or tax intercept; and	
An increase in the grace period for all drivers to pay tolls from five to seven days.	

9. How do I file a claim?

If you qualify for a cash payment under one or both Settlements you must complete and submit a valid Claim Form. You can file your Claim Form online at www.XXXXXXXXXX.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. Claim Forms submitted by mail must be **postmarked** on or before _____ to:

Toll Roads 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 valid Class Members will be made only after the Court grants “final approval” to the Settlements 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 SETTLEMENTS

If you do not want benefits from the Settlements, 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 one or both Settlements. This is called excluding yourself or “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from one or both Settlements, you must send a letter or other written document by mail to:

Toll Roads Settlement Administrator
PO Box _____
Portland, OR 97208-_____

Your request to be excluded must be personally signed by you and contain a statement that indicates your desire to be excluded from either the TCA Settlement Class or the 3M Settlement Class or both the TCA and 3M Settlement Classes. Note that you can request exclusion from one Settlement Class and not the other.

Your exclusion request must be postmarked no later than _____. 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 from a Settlement, you give up any right you might have to sue the Defendants for legal claims that that Settlement resolves.

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

If you are part of the TCA Settlement [see answer to Question 6], you must exclude yourself from the TCA Settlement in order to try to maintain your own lawsuit against the TCA Defendants.

If you are part of the 3M Settlement [see answer to Question 6], you must exclude yourself from the 3M Settlement in order to try to maintain your own lawsuit against the 3M Defendants.

If you are part of both the TCA Settlement and the 3M Settlement [see answer to Question 6], you can choose to stay in both Settlements, one Settlement but not the other, or neither Settlement.

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 Classes?

Unless you exclude yourself from a Settlement, you cannot sue or be part of any other lawsuit against the Defendants covered by the Settlement about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court related to that 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 14 of the 3M Settlement Agreement and Section 15 of the TCA Settlement Agreement.

The TCA and 3M Settlement Agreements are available at www.XXXXXXXXXX.com. The Settlement Agreements provide more detail regarding the releases and describe the released claims, so read them 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?

No. You will not get a payment if you exclude yourself from both Settlements. If you request exclusion from just one Settlement and not the other, you only will be able to get a payment from the Settlement you do not exclude yourself from, assuming you qualify for a payment.

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?

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

Class Counsel intend to request up to 33.33 % of the value of each Settlement for attorneys' fees, plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Funds. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that Service Awards of up to \$15,000 each for the TCA Class Representatives and up to \$3,000 each for the 3M Class Representatives be paid from the respective Settlement Funds to the Class Representatives for their service as representatives on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

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

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 belong to. 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 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 you are objecting to, including your legal and factual basis for each objection; 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 (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following eight (8) addresses, and your objection must be postmarked by [REDACTED]:

CLERK OF THE COURT	ADMINISTRATOR
Clerk of the Court United States District Courthouse Central District of California Div. Los Angeles, CA XXXXX	Toll Roads Settlement Settlement Administrator P.O. Box [REDACTED] Portland, OR 97208-3656

BRIC COUNSEL	3M COUNSEL	TCA COUNSEL
Stephen J. Erigero Ropers Majeski Kohn & Bentley PC 445 South Figueroa Street, Suite 3000 Los Angeles, CA 90071	Aaron D. Van Oort Faegre Drinker Biddle & Reath LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402	Hyongsoon Kim Akin Gump Strauss Hauer & Feld LLP 4 Park Plaza, Suite 1900 Irvine, CA 92614

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 asking to be excluded?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlements and any requests for fees and expenses ("Fairness Hearing").

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

The Court has scheduled a Fairness Hearing for both Settlements on [REDACTED] in Courtroom 5D of the United States District Court for the Central District of California, Western Division, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.XXXXXXXX.com for updates. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlements. 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 Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, your filed objection must include a statement that you intend to appear at the Fairness Hearing (*See* Question 17 above).

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a member of a Settlement Class and do nothing, you will be bound by the judgment entered by the Court on that Settlement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Defendants about the statements and claims at issue in this case. If you are a member of the TCA Settlement Class and do nothing, you may still receive non-cash benefits and penalty forgiveness from the TCA Settlement if you have outstanding penalties during the Settlement Class Period, as stated in Question 8, above. If you are a member of the 3M Settlement Class and do nothing, you will receive no benefits from the 3M Settlement.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlements. More details are in the Settlement Agreements. For a complete, definitive statement of the Settlements' terms, refer to the Settlement Agreements at www.XXXXXXXXXX.com. You may also write with questions to the Settlement Administrator at Toll Roads Settlement Administrator, PO Box [REDACTED], Portland, OR 97208-[REDACTED], or call the toll-free number, 1-XXX-XXX-XXXX.

Combined Postcard Notice

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

www.XXXXXXXXXX.com

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

Zeldes Decl., Page 166

#27760

Why am I receiving this notice? You are receiving this notice because the records of the Foothill/Eastern Transportation Corridor Agency and/or San Joaquin Hills Transportation Corridor Agency ("TCA") show that your "Personally Identifiable Information" ("PII") may have been shared for purposes of toll or penalty collection, toll-road interoperability, or other reasons from April 13, 2015 to June 30, 2015. You are therefore likely a class member eligible to receive relief under two class action Settlements, one with TCA and BRiC (the "TCA Settlement"), and the other with 3M.

What was the lawsuit about? In the settled lawsuit, Plaintiffs raised several claims, including that Defendants improperly collected and shared with third parties the PII of operators of motor vehicles that used the 73, 133, 241, and 261 Toll Roads in Orange County, California. Defendants denied all allegations. The Court has ruled for the Defendants on some of the allegations but has not decided who is right on the remaining allegations.

What are the Settlement terms? In the **TCA Settlement**, TCA will create a Settlement Fund of \$29 million, provide \$135 million in toll road penalty forgiveness, and change certain practices. If you have outstanding penalties, you will receive automatic forgiveness of the lesser of your outstanding penalties and \$57.50, and you may also receive additional forgiveness up to 100% of your outstanding penalties. If you do not have outstanding penalties, you may receive a cash award. 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 and costs and service awards. In the **3M Settlement**, 3M will create a Settlement Fund of \$11.95 million. You are eligible for a cash award. 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 and costs and service awards. In **both Settlements**, the lawyers representing class members intend to request up to 33.33% of the value of each Settlement for attorneys' fees, plus expenses, and for service awards of up to \$15,000 from the TCA Settlement and up to \$3,000 from the 3M Settlement for each class representative. The details of the Settlements are available at www.XXXXXXXXXX.com.

What are my options? You have **four options**: First, you may submit a Claim Form either online or by using the attached tear-off form and seek benefits from either the TCA Settlement or the 3M Settlement or both. Second, you may **do nothing**, in which case you will not receive a cash award but may still receive penalty forgiveness, and 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 either or both Settlements by mailing a signed letter to the Settlement Administrator, indicating which Settlement(s) you want to be excluded from. If you exclude yourself, you will receive no penalty forgiveness or cash awards from that 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. If you exclude yourself from only one Settlement, you may submit a Claim Form to seek benefits from the other Settlement. Fourth, as long as you do not exclude yourself from a Settlement, you may **object to that Settlement and indicate whether you plan to appear at the Fairness Hearing**, which is scheduled to occur on _____ in Courtroom 5D of the United States District Court for the Central District of California, Western Division, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The deadlines for submitting a claim, excluding yourself, and objecting are **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



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NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO 581

PORTLAND OR

POSTAGE WILL BE PAID BY ADDRESSEE

Toll Roads Class Action Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX



TCA Only Postcard Notice

Toll Roads Class Action Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

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

**Our Records Show That You Drove
On Certain Toll Roads in Southern
California or Provided Information
to a Certain Southern California
Toll Road Operator, And May Be
Entitled to a Payment from a 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.XXXXXXXXXX.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:

Date (MM/DD/YY):

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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:

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MI:

--

Last Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Mailing Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State:

--	--

ZIP Code:

--	--	--	--	--	--

Email Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<<MailID>>

#27763

Why am I receiving this notice? You are receiving this notice because the records of the Foothill/Eastern Transportation Corridor Agency and/or San Joaquin Hills Transportation Corridor Agency ("TCA") show that your "Personally Identifiable Information" ("PII") may have been shared for purposes of toll or penalty collection, toll-road interoperability, or other reasons from April 13, 2015 to _____. You are therefore likely a class member eligible to receive relief under a class action settlement (the "Settlement") with TCA and BRiC ("Defendants").

What was the lawsuit about? In the settled lawsuit, Plaintiffs raised several claims, including that Defendants improperly collected and shared with third parties the PII of operators of motor vehicles that used the 73, 133, 241, and 261 Toll Roads in Orange County, California. Defendants denied all allegations. The Court has ruled for the Defendants on some of the allegations but has not decided who is right on the remaining allegations.

What are the Settlement terms? TCA will create a Settlement Fund of \$29 million, provide \$135 million in toll road penalty forgiveness, and change certain practices. If you have outstanding penalties, you will receive automatic forgiveness of the lesser of your outstanding penalties and \$57.50, and you may also receive additional forgiveness up to 100% of your outstanding penalties. If you do not have outstanding penalties, you may receive a cash award. 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 and costs and service awards. The lawyers representing class members intend to request up to 33.33% of the value of the Settlement for attorneys' fees, plus expenses, and for service awards of up to \$15,000 from the Settlement for each class representative. The details of the Settlement are available at www.XXXXXXXXXX.com.

What are my options? You have **four options**: First, you may **submit a Claim Form** either online 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, and 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 that 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. 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 _____ in Courtroom 5D of the United States District Court for the Central District of California, Western Division, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. The deadlines for submitting a claim, excluding yourself, and objecting are **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

Toll Roads Class Action Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX



Combined 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

Our Records Show That You Drove On Certain Toll Roads in Southern California or Provided Information to a Certain Southern California Toll Road Operator And You May Be Entitled to a Payment from Two Class Action Settlements.

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 Foothill/Eastern Transportation Corridor Agency and/or San Joaquin Hills Transportation Corridor Agency (“TCA”) show that your “Personally Identifiable Information” (“PII”) may have been shared for purposes of toll or penalty collection, toll-road interoperability, or other reasons from April 13, 2015 to June 30, 2015. You are therefore likely a class member eligible to receive relief under two class action Settlements, one with TCA and BRiC (the “TCA Settlement”), and the other with 3M.

What was the lawsuit about? In the settled lawsuit, Plaintiffs raised several claims, including that Defendants improperly collected and shared with third parties the PII of operators of motor vehicles that used the 73, 133, 241, and 261 Toll Roads in Orange County, California. Defendants denied all allegations. The Court has ruled for the Defendants on some of the allegations but has not decided who is right on the remaining allegations.

What are the Settlement terms? In the **TCA Settlement**, TCA will create a Settlement Fund of \$29 million, provide \$135 million in toll road penalty forgiveness, and change certain practices. If you have outstanding penalties, you will receive automatic forgiveness of the lesser of your outstanding penalties and \$57.50, and you may also receive forgiveness up to 100% of your outstanding penalties. If you do not have outstanding penalties, you may receive a cash award. 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 and costs and service awards. In the **3M Settlement**, 3M will create a Settlement Fund of \$11.95 million. You are eligible for a cash award. 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 and costs and service awards. In **both Settlements**, the lawyers representing class members intend to request up to 33.33% of the value of each Settlement for attorneys’ fees, plus expenses, and for service awards of up to \$15,000 from the TCA Settlement and up to \$3,000 from the 3M Settlement for each class representative. The details of the Settlements are available [here](#).

What are my options? You have **four options**: First, 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 either the TCA Settlement or the 3M Settlement or both. 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, and 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 either or both Settlements by mailing a signed letter to the Settlement Administrator, indicating which Settlement(s) you want to be excluded from. If you exclude yourself, you will receive no penalty forgiveness or cash awards from that 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. If you exclude yourself from only one Settlement, you may submit a Claim Form to seek benefits from the other Settlement. Fourth, as long as you do not exclude yourself from a Settlement, you may **object to that Settlement and indicate whether you plan to appear at the Fairness Hearing**, which is scheduled to occur on [REDACTED] in Courtroom 5D of the United States District Court for the Central District of California, Western Division, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. 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 deadlines for submitting a claim, excluding yourself, and objecting are **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.

TCA Only 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

Our Records Show That You Drove On Certain Toll Roads in Southern California or Provided Information to a Certain Southern California Toll Road Operator And May Be Entitled to a Payment from A 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 Foothill/Eastern Transportation Corridor Agency and/or San Joaquin Hills Transportation Corridor Agency (“TCA”) show that your “Personally Identifiable Information” (“PII”) may have been shared for purposes of toll or penalty collection, toll-road interoperability, or other reasons from April 13, 2015 to _____. You are therefore likely a class member eligible to receive relief under a class action settlement (the “Settlement”) with TCA and BRiC (“Defendants”).

What was the lawsuit about? In the settled lawsuit, Plaintiffs raised several claims, including that Defendants improperly collected and shared with third parties the PII of operators of motor vehicles that used the 73, 133, 241, and 261 Toll Roads in Orange County, California. Defendants denied all allegations. The Court has ruled for the Defendants on some of the allegations but has not decided who is right on the remaining allegations.

What are the Settlement terms? TCA will create a Settlement Fund of \$29 million, provide \$135 million in toll road penalty forgiveness, and change certain practices. If you have outstanding penalties, you will receive automatic forgiveness of the lesser of your outstanding penalties and \$57.50, and you may also receive forgiveness up to 100% of your outstanding penalties. If you do not have outstanding penalties, you may receive a cash award. 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 and costs and service awards. The lawyers representing class members intend to request up to 33.33% of the value of the Settlement for attorneys’ fees, plus expenses, and for service awards of up to \$15,000 from the Settlement for each class representative. The details of the Settlement are available [here](#).

What are my options? You have **four options**: First, using your Claim ID number shown at the top of this email, you can file your claim online [here](#) at the settlement website, [www.XXXXXXXXXX.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, and 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. 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] in Courtroom 5D of the United States District Court for the Central District of California, Western Division, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. 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 deadlines for submitting a claim, excluding yourself, and objecting are **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.

Internet Notice


Toll Roads Settlement **Banner Advertisement**

Online Display Banner –


Frame 1: Visible for 5 seconds.

<p>If you drove on the 73, 133, 241, or 261 Toll Roads in Orange County, California,</p>	
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Frame 2: Visible for 5 seconds.

<p>you may be entitled to a payment from two Class Action Settlements.</p>	
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Frame 3: Visible for 5 seconds.

<p>For more information visit www.XXXXXXXXXXXXXXXXXX.com</p>	
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Facebook – Right Hand Column



Class Action Settlements
www.WebsiteURL.com
If you drove on the 73, 133, 241, or 261 Toll Roads, you may be entitled to a cash payment.

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 SETTLEMENTS**

Date:

Time:

Courtroom:

Judge: Hon. Otis D. Wright II

ORDER GRANTING FINAL APPROVAL

On _____, Plaintiffs and Defendants Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon and BRiC-TPS, LLC (collectively “TCA”) entered into a Settlement Agreement and Release (“TCA Agreement”), after two arm’s-length mediations, one with the assistance of mediator Robert Kaplan, and the second with mediator Rachel Ehrlich, Esq.¹ On _____, Plaintiffs and Defendant 3M Company (“3M”) entered into a Settlement Agreement and Release (“3M Agreement”), after two arm’s-length mediations with the assistance of mediator Robert Kaplan, Esq. Collectively, the TCA Agreement and the 3M Agreement will be referred to as the Agreements, and the settlements reached in those Agreements will be referred to as the Settlements.

On _____ this Court granted Preliminary Approval of the Agreements and ordered that Notice be sent to the TCA Settlement Class and the 3M Settlement Class (together, the “Settlement Classes”).

On _____, this Court heard Plaintiffs’ motion for final approval of the Settlements. After reviewing (a) the motion and the supporting papers, including, the Agreements; (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.

¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the Agreements. All capitalized terms used in defining the 3M settlement class have the same meaning set forth in the 3M Agreement. All capitalized terms used in defining the TCA settlement class have the same meaning set forth in the TCA Agreement.

1 **FINDINGS:**

2 1. Upon review of the record, the Court hereby finds that the Settlements
3 are, in all respects, fair, adequate, and reasonable. The Court has come to this
4 determination pursuant to the factors outlined in Federal Rules of Civil Procedure
5 (“Rule”) 23(e)(2). Among other matters considered, the Court took into account: (a)
6 the complexity of Plaintiffs’ theory of liability; (b) the arguments raised by
7 Defendants in their pleadings that could potentially preclude or reduce the recovery
8 by class members; (c) delays in any award to the Classes that would occur due to
9 further litigation and appellate proceedings; (d) the amount of discovery that has
10 occurred; (e) the relief provided to the respective Settlement Classes; (f) the
11 recommendation of the Settlements by counsel for the Parties; and (g) the low number
12 of objectors to the Settlements, demonstrating that the Classes have a positive reaction
13 to the Settlements.

14 2. The Court finds that the respective class members have been adequately
15 represented by the respective Class Representatives and Class Counsel.

16 3. The Court also finds that extensive arm’s-length negotiations have taken
17 place, in good faith, between Class Counsel and Defendants’ Counsel resulting in the
18 Settlements. These negotiations were presided over by the experienced mediators
19 Robert Kaplan, Esq and Rachel Ehrlich, Esq.

20 4. The Settlements provide substantial and adequate value to the Classes.

21 5. The Court finds that the Settlements were made in good faith pursuant to
22 Section 877 of the California Code of Civil Procedure (“Section 877”) and bars any
23 other defendant in the case from claiming or obtaining contribution against 3M or
24 TCA.

25 6. The Class Administrator provided notice to members of the Settlement
26 Classes in compliance with the Agreements, due process, and Rule 23. The notice:
27 (i) fully and accurately informed class members about the lawsuit and settlements; (ii)
28

1 provided sufficient information so that class members were able to decide whether to
2 accept the benefits offered, opt-out and pursue their own remedies, or object to the
3 proposed settlements; (iii) provided procedures for class members to file written
4 objections to the proposed settlements, to appear at the hearing, and to state objections
5 to the proposed settlements; and (iv) provided the time, date, and place of the final
6 fairness hearing.

7 7. The Parties adequately performed their obligations under the
8 Agreements.

9 8. For the reasons stated in the Preliminary Approval Order, and having
10 found nothing in any submitted objections that would disturb these previous findings,
11 this Court finds and determines that the proposed Settlement Classes, as defined
12 below, meet all of the legal requirements for class certification for settlement purposes
13 under Rule 23(a) and (b)(3).

14 **IT IS ORDERED THAT:**

15 1. 3M Settlement Class. The 3M Settlement Class is defined as:

16 All individuals whose PII was provided by 3M or TCA to any other individual
17 or entity from April 13, 2015 to June 30, 2015, including:

- 18 • Any person with a transponder account with a Toll Agency whose PII
19 was sent by 3M or TCA from April 13, 2015 to June 30, 2015 to another
20 Toll Agency (interoperability transmissions);
 - 21 • Any person who used any of the TCA Toll Roads whose PII was sent by
22 3M or TCA to a third party from April 13, 2015 to June 30, 2015 in
23 connection with efforts to collect tolls or penalties (collection
24 transmissions); and
 - 25 • Any person whose PII was sent by 3M or TCA to a third party from April
26 13, 2015 to June 30, 2015 for any reason other than those listed above
27 (other transmissions).
- 28

1 Excluded from the 3M Settlement Class are: (1) employees of 3M, including their
2 current and former directors, officers and counsel; (2) any entity that has a controlling
3 interest in Defendant; (3) Defendant's affiliates and subsidiaries; and (4) the judge to
4 whom this case is or was assigned, any member of the judge's immediate family, and
5 any member of the judge's staff.

6 2. TCA Settlement Class. The TCA Settlement Class is defined as:

7 All individuals whose PII was provided by TCA or 3M to any other individual
8 or entity between April 13, 2015 and [thirty days after the date of the preliminary
9 approval order]. The Settlement Class consists of:

- 10 • Any person with a transponder account with TCA or a Non-Party
11 Toll Agency whose PII was sent by any Defendant or 3M
12 Company to a Non-Party Toll Agency between April 13, 2015 and
13 [thirty days after the date of the preliminary approval order]
14 (interoperability transmissions);
- 15 • Any person who used any of the TCA Toll Roads whose PII was
16 sent by any Defendant or 3M to a third party between April 13,
17 2015 and [thirty days after the date of the preliminary approval
18 order] in connection with efforts to collect tolls and/or penalties
19 (collection/enforcement transmissions); and
- 20 • Any person whose PII was sent by TCA or 3M to a third party
21 between April 13, 2015 and the Settlement Class Period End Date
22 for any reason other than those listed above (communications
23 transmissions).

24 Excluded from the TCA Settlement Class are: (1) employees of TCA, including their
25 current and former directors, officers and counsel; (2) any entity that has a controlling
26 interest in TCA; (3) TCA's affiliates and subsidiaries; and (4) the judge to whom this
27 case is or was assigned, any member of the judge's immediate family, and any
28 member of the judge's staff.

1 3. Binding Effect of Order. This Order applies to all claims or causes of
2 action settled under the Agreements, and binds all members of the Settlement Classes,
3 including those who did not properly request exclusion. Except for Paragraph 4
4 below, this Order does not bind persons who filed timely and valid Requests for
5 Exclusion as to each Settlement that they were excluded from. Attached as Exhibit
6 A is a list of persons who properly requested to be excluded from each Settlement.

7 4. In accordance with both the Court's general authority to protect its
8 jurisdiction and the All Writs Act (28 USC § 1651), the Court hereby permanently
9 enjoins each and every member of each of the Settlement Classes from filing or
10 pursuing any claim or litigation against any person or entity asserting that compliance
11 with the obligations imposed by this Order, the Preliminary Approval Order, or the
12 Agreements violates California Streets & Highways Code section 31490 or any other
13 federal, state or local statute, rule, regulation or policy purporting to limit the
14 disclosure of personally identifiable information.

15 5. Release. Plaintiffs and all members of each Settlement Class who did
16 not properly request exclusion are: (1) deemed to have released and discharged all
17 Released Parties from all Released Claims as defined by the respective Agreements
18 of the Settlement Classes of which they are members; and (2) barred and permanently
19 enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these
20 claims. The full terms of the releases described in this paragraph are set forth in
21 Section 14 of the 3M Settlement Agreement and Section 15 of the TCA Settlement
22 Agreement and are specifically incorporated herein by this reference.

23 6. 3M Class Relief. 3M, through the Class Administrator, shall issue a
24 Cash Award to each member of the 3M Settlement Class who submitted a timely,
25 valid claim as stated in the 3M Settlement Agreement.

26 7. TCA Class Relief. TCA, through the Class Administrator, shall issue a
27 Cash Award to each Cash Distribution Class Member, and shall also provide penalty
28

1 forgiveness to those eligible for such relief, as stated in the TCA Settlement
2 Agreement.

3 8. Re-Set of Opt-in Status for Communications by TCA. The Court
4 authorizes the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills
5 Transportation Corridor Agency each to send, following the Effective Date of the
6 TCA Agreement: (i) a single email to all account holders notifying them that they
7 have been opted out and asking them to select their communications preferences in
8 their online account; and (ii) a statement to be included in any other communications
9 that would otherwise be sent to TCA customers advising them to update their
10 communications preferences and/or containing a link to a website that allows TCA
11 customers to update their communications preferences.

12 9. Dismissal with Prejudice. The Court dismisses with prejudice all claims
13 of the members of the Settlement Classes asserted in this Action.

14 10. 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 Agreements until final
17 performance of the Agreements.

18
19 **IT IS SO ORDERED:**

20
21 Dated: _____, 2020

Otis D. Wright II
United States District Judge