

# EXHIBIT 1

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Plaintiffs Penny Davidi Borsuk, David Coulter, Todd Carpenter, Lori Myers, and Dan Golka (collectively, “Plaintiffs” and “Class Representatives”) for themselves and the Settlement Class Members (as defined below) and 3M Company (“3M” or “Defendant”). Plaintiffs and Defendant, the Parties to the Settlement, are referred to collectively in this Settlement Agreement as the “Parties,” and singularly as “Party.”

### I. RECITALS<sup>1</sup>

**1.01** On October 2, 2015, some of the Plaintiffs filed a putative class action in the Superior Court of the State of California captioned *Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al.* On February 16, 2016, some of the defendants removed that action to the U.S. District Court for the Central District of California (the “Court”), where it was assigned Case No. 8:16-cv-262-AG. The operative Complaint is the Corrected First Amended Consolidated Class Action Complaint (Dkt. 119-1), filed on January 19, 2017. The Complaint alleged that the named defendants, one of which was 3M, had violated the due process and excessive fines provisions of the United States and California Constitutions, the privacy protections of the California Constitution, the California CLRA and UCL, the Rosenthal Act, and California Streets & Highways Code § 31490, and had also committed negligence.

**1.02** On July 31, 2018, the Court granted 3M’s motion for summary judgment as to 3M against all of Plaintiffs’ claims except for Plaintiffs’ claims under California Streets & Highways Code § 31490 and for negligence. (Dkt. 440.) The Court also granted summary judgment against all claims brought by Plaintiffs Mahda and Quarles against 3M. (*Id.*) The same day, the Court certified a Rule 23 class to litigate claims under § 31490. (Dkt. 439.) The Court later issued a corrected class definition. (Dkt. 501.) As to Foothill/Eastern Transportation Corridor Agency and

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

San Joaquin Hills Transportation Corridor Agency (collectively, “TCA”), BRiC TPS, LLC, and 3M, the start date of the class period is April 13, 2015. (*Id.*) The Court found that 3M stopped working for TCA on June 30, 2015. (Dkt. 440 at 6.) 3M contends its class period therefore ends on June 30, 2015.

**1.03** 3M denies all material allegations contained in the Complaint. Defendant further contends that the allegations contained in the Complaint are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendant has agreed to settle all claims alleged in the Complaint on the terms set forth in this Agreement, subject to Court approval.

**1.04** This Settlement Agreement resulted from good faith, arm’s-length settlement negotiations conducted over several months, including two in-person, all-day sessions held on February 25, 2019 and April 25, 2019 before Robert Kaplan, Esq., a neutral mediator. Plaintiffs and Defendant submitted detailed mediation statements to Mr. Kaplan setting forth their respective views as to the strengths of their cases.

**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** The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims as to 3M and the Released Parties, and only as to 3M and the Released Parties. 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 to effect a full, complete, and final settlement and resolution of all existing disputes and claims between them as set forth herein.

**1.07** The Settlement contemplated by this Settlement Agreement is subject to preliminary 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 against the Released Parties, upon and subject to the terms and conditions hereof.

## **II. DEFINITIONS**

**2.01** “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release between Plaintiffs and Defendant 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 8.05.

**2.03** “Cash Award” means a cash payment from the Settlement Fund to a Settlement Class Member, as calculated under Section 4.

**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.

**2.08** “Class Period” means from April 13, 2015 to June 30, 2015.

**2.09** “Class Representatives” mean Plaintiffs Penny Davidi Borsuk, David Coulter, Todd Carpenter, Lori Myers, and Dan Golka.

**2.10** “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.

**2.11** “Cy Pres Distribution” means money that may be distributed to charitable entities in connection with the Settlement.

**2.12** “Defendant” is 3M Company.

**2.13** “Effective Date” means the date when the Settlement becomes effective after the judgment approving it has become final, as provided in Section 12.

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

**2.15** “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.

**2.16** “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**.

**2.17** “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.

**2.18** “Funding Date” means ten (10) business days after the Effective Date.

**2.19** “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.

**2.20** “Notice” means the notices to be provided to individuals within the Settlement Class as set forth in Section 8 including, without limitation, Email Notice, Mail Notice, and Publication Notice. The forms of the Email Notice, Mail Notice, and Publication Notice are attached hereto collectively as **Exhibit B**.

**2.21** “Notice Databases” means the databases containing Settlement Class Member Information that third parties will provide following a court order to be sought in connection with Preliminary Approval, authorizing the provision of this information, pursuant to Section 7.02.

**2.22** “Objection Deadline” means eighty-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 Highway 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 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” means the claims released in Section 14.

**2.26** “Released Parties” means 3M Company, and all of its current, former, and future parents, 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, and attorneys. Except as provided in Section 14.01, the Released Parties do not include the other defendants in the Litigation: Cofiroute USA, LLC, Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Agency, BRiC TPS, LLC, Orange County Transportation Authority, Lori Donchak, Rhonda Reardon, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun, and Darrell Johnson. Except as provided in Section 14.01, the Released Parties also do not include any California toll agency, 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, Foothill/Eastern Transportation Corridor Agency, San Joaquin Hills Transportation Agency, or any private contractors or vendors of the foregoing toll agencies other than 3M Company

(collectively, the “Toll Agencies,” comprised of California toll agencies and their private contractors/vendors other than 3M Company). Except as provided in Section 14.01, the Released Parties do not include third parties who received PII of the Plaintiffs from the Released Parties or Settlement Class Members.

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

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

**2.29** “Settlement Class” means and 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:

- Any person with a transponder account with a Toll Agency whose PII was sent by 3M or TCA from April 13, 2015 to June 30, 2015 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 to June 30, 2015 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 to June 30, 2015 for any reason other than those listed above (other transmissions).

Excluded from the Settlement Class are: (1) employees of Defendant, including their current and former directors, officers and counsel; (2) any entity that has a controlling interest in Defendant; (3) Defendant’s 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 Members” means the Class Representatives and those persons who are members of the Settlement Class and who do not submit a timely and valid Request for Exclusion from the Settlement Class.

**2.31** “Settlement Class Member Information” means the names, last known mailing addresses, last known email addresses, transponder ID number, license plate number, and date and type of PII of people falling within the Settlement Class.

**2.32** “Settlement Costs” means all costs incurred by the Settlement Class 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 incentive 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.

**2.33** “Settlement Fund” means the \$11,950,000.00 fund consisting of the non-reversionary cash sum that Defendant will pay to settle this Litigation and obtain a release of all Released Claims in favor of the Released Parties.

**2.34** “Settlement Notice Date” means ninety-one (91) calendar days after the date when the Court issues the Preliminary Approval Order.

**2.35** “Settlement Website” means the Internet website operated by the Class Administrator as described in Section 8.03.

**2.36** “TCA” means the Foothill/Eastern Transportation Corridor Agency and the San Joaquin Hills Transportation Agency.

**2.37** “Valid Claim” means a claim that is 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** Defendant’s Position on the Conditional Certification of Settlement Class. Defendant disputes that a litigation class would be manageable and further denies 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, Defendant does 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 Defendant 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 Defendant 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 Defendant 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 Defendant, 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 Agreement confers substantial benefits upon the Settlement Class, that it 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. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

**4.01 Settlement Consideration.** 3M Company will pay a non-reversionary cash sum in the amount of \$11,950,000.00 into the Settlement Fund, minus all amounts paid in advance under

Section 7.03. This amount will be paid by 3M Company to the Class Administrator on the Funding Date. All Cash Awards and Settlement Costs will be paid from the Settlement Fund, and 3M will pay nothing apart from its contribution to the Settlement Fund in settlement of the Released Claims.

**4.02** Eligibility for Cash Awards. All Settlement Class Members who submit a Valid Claim will be eligible to receive a Cash Award. Each Settlement Class Member who submits a confirmed Valid Claim will receive a single, initial Cash Award. Each Settlement Class Member who submits an unconfirmed Valid 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.

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

**4.04** Subsequent Distribution and Unused Funds. If any funds are unclaimed or remain unused after the initial distribution, then those funds may be distributed to Settlement 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 Section 7.04. After the final distribution, any unclaimed or unused funds will be transferred to the American Civil Liberties Union (“ACLU”). If, for any reason, the Parties determine that this recipient is no longer appropriate or the Court determines that it 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.

**4.05** Responsibility for Taxes. Each 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. Each Settlement Class Member will hold Class Counsel and the Released Parties 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.

## **V. ATTORNEYS’ FEES, COSTS AND PAYMENT TO CLASS REPRESENTATIVES**

**5.01** 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 of up to 33.33% of the Settlement Fund, to be paid from the Settlement Fund, and will also seek a reasonable amount for the Settlement Costs incurred by Class Counsel. 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.

**5.02** Payment to Class Representatives. The Class Representatives will ask the Court to award them a payment for the time, effort, expense, and service that they personally invested in the Litigation. Defendant will not object to such payment to be paid to the Class Representatives

from the Settlement Fund provided that the payments do not exceed \$3,000, subject to Court approval.

**5.03** 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 5.01 and 5.02 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.

## **VI. PRELIMINARY APPROVAL**

**6.01** Order of Preliminary Approval. As soon as practicable after the execution of this 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 as counsel for the Class for settlement purposes only;
- b. the Court preliminarily approve the Settlement and this Agreement as fair, adequate, and reasonable 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 preliminarily find that this Settlement was made in good faith pursuant to Section 877 of the California Code of Civil Procedure and will bar any other defendant in the case from claiming or obtaining contribution against 3M Company;

e. the Court order TCA and the Orange County Transportation Agency (“OCTA”) to provide to the Class Administrator the Settlement Class Member Information and state that complying with the Court’s order does not violate 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 member of the Settlement Class 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.

f. the Court specifically indicate its preliminary approval of Section 14 of this Settlement Agreement in which the TCA, BRiC, the OCTA, other Toll Agencies, Defendant, and the Class Administrator are released from any and all claims that any Settlement Class Member could assert arising out of or in any way related to the transmission, collection, or use of the Settlement Class Member Information pursuant to this Settlement Agreement to administer the Settlement.

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

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

## **VII. ADMINISTRATION AND NOTIFICATION PROCESS**

**7.01 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

inquiries about the Settlement, acting as a liaison between individuals within the Settlement Class and the Parties regarding claims information, directing the mailing of Cash Awards to 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. The Parties anticipate that this Settlement will be administered jointly with an overlapping settlement reached between Plaintiffs and the TCA and that the costs of administration will be equitably divided between the two settlements.

**7.02 Notice Databases.** To facilitate the notice and class administration process, the Parties agree as follows:

a. Plaintiffs will request that the Court include in the Preliminary Approval Order provisions requiring TCA and OCTA 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 members of the Settlement Class, to the extent TCA determines such information exists in its reasonably available computerized account records. All such provided information will become the "Notice Databases."

b. TCA and OCTA will be obligated to provide Settlement Class Member Information to the Class Administrator under this Settlement Agreement if and only if the Court, as part of the Preliminary Approval Order: (1) orders them to provide the information to the Class Administrator; (2) finds that the provision of the information 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, as provided in above; (3) issues an order enjoining any member of the Settlement Class 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 (4) specifically indicates preliminary approval of the release contained in Section 14 of this Settlement Agreement as it concerns release of any and all claims that any member of the Settlement Class could assert arising out of or in any way related to the transmission, collection, or use of their PII for the purpose of administering this Settlement pursuant to this Settlement Agreement.

c. Any Settlement Class Member Information provided to the Class Administrator pursuant to this Settlement will be provided solely for the purpose of providing notice to individuals within the Settlement Class, enabling communication with them about the Settlement and the Action, 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 this Agreement; and will not use such information for any other purpose. The Notice sent to individuals within the Settlement Class will include information explaining that their information was used under this Agreement to provide Notice of the Settlement. Defendant does not have any obligation to provide Settlement Class Member Information to the Class Administrator, Plaintiffs, Plaintiffs' Counsel, or Class Counsel. The Class Administrator will not provide a copy of the Settlement Class Member Information it receives to Plaintiffs, Plaintiffs' Counsel, or Class Counsel.

d. The Class Administrator will certify that the Notice Databases have been destroyed within ten (10) business days after the date that any unclaimed and unused funds have been distributed under Section 4.04 or Section 7.04, as applicable.

**7.03** 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, Defendant will 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 are incurred

to implement the Preliminary Approval Order before the Settlement Fund is created, consistent with the equitable division of costs between this Settlement and the overlapping settlement with the TCA. Defendant will also pay its equitable share of the costs of a Special Master if appointed. These amounts will be deducted from the amount Defendant is required to pay to create the Settlement Fund. After Defendant has created the Settlement Fund, Defendant will have no further obligation to pay any amount under this Settlement Agreement.

**7.04** Distribution of the Settlement Fund. The Class Administrator will distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

a. No later than five (5) business days after the Funding Date has occurred and the Class Administrator has received W-9 forms from the Class Representatives and Class Counsel, the Class Administrator will pay to Class Counsel the attorneys' fees, costs, expenses, and service awards ordered by the Court as provided in Section 5.

b. No later than ten (10) business days after the Funding Date, the Class Administrator will be paid for any unreimbursed costs of administration that have been agreed or approved in writing by the Parties.

c. No later than fifteen (15) business days after the Funding Date, the Class Administrator will pay the Cash Awards to Settlement Class Members as provided in Section 9.

d. If, 210 calendar days after the first distribution, there are uncashed checks yielding an amount that, after administration costs, would allow a second pro rata distribution in amounts that the Class Administrator and the Parties deem economical to those Settlement Class Members who cashed the first payment check, the Claims Administrator will distribute any such funds on a pro rata basis to those Settlement Class Members.

e. After the final round of distributions is made, the amount of any checks that remain uncashed 210 calendar days after that distribution will be paid as indicated by Section 4.04.

## VIII. NOTICES

**8.01** E-Mailing & 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 Notice Databases, 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 Notice Databases, for those who were not sent email notice or whose email notice was returned as undeliverable. 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 individuals within the Settlement Class 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 individuals 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 individuals within the Settlement Class.

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 individuals within the Settlement Class.

**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, 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 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 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 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 legal 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/or via print publication.

**8.05 CAFA Notice.** The Class Administrator will be responsible for preparing the CAFA notice in coordination with Defendant and for serving the required CAFA Notice within ten (10) calendar days after the filing of the Preliminary Approval Motion.

## **IX. CLASS ADMINISTRATION PROCESS**

**9.01 Potential Claimants.** Each member of the Settlement Class who does not timely and validly request exclusion from the Settlement as required in this Agreement will be a Settlement Class Member and will be entitled to submit a claim for a Cash Award, as described in detail in Section 4. . The Class Administrator will take reasonable steps to distinguish valid from invalid

and fraudulent claims.

**9.02** Mailing of Settlement Checks. Settlement checks making the initial Cash Award will be sent to Settlement Class Members by the Class Administrator via U.S. mail no later than fifteen (15) business days after the Funding Date. If a settlement check is returned, the Class Administrator will attempt to obtain a new mailing address for that Settlement 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. Each original settlement check, whether issued in a first or second distribution, will be negotiable for one hundred eighty (180) calendar days after it is issued. Upon a timely request made by a Settlement Class Member, the Class Administrator may re-issue a settlement check that was issued in either a first or second distribution, 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 Settlement Class Member, whichever is longer.

**9.03** No claims based on administration. No Person will have any claim against Plaintiffs, Class Counsel, the Class Administrator, Defendant or its 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 provision of Notice or the administration, processing, or payment of claims consistent with the terms of this Settlement Agreement.

## **X. EXCLUSIONS AND OBJECTIONS**

**10.01** Exclusions from the Settlement. Members of the Settlement Class who wish to exclude themselves from the 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 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 Settlement Class Member and will not be bound by the terms of this Agreement. All members of the Settlement Class who do

not submit a timely, valid Request for Exclusion, however, will be bound by this Agreement and the Judgment, including the releases and covenant not to sue in Section 14 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 members of the Settlement Class who timely and validly excluded themselves from the Settlement in its declaration filed with the Court, as required by Section 11.01.

**10.02 Objections.** Any Settlement Class Member who intends to object to this Settlement (an “Objector”) 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 Agreement or the Settlement.

## **XI. FINAL APPROVAL AND JUDGMENT ORDER**

**11.01 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.

**11.02 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 15 of this 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 Defendant may, file a memorandum of points and authorities in support of the motion; and,

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

**11.03 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 service awards to the Class Representatives should be approved, and determine whether a Judgment finally approving the Settlement should be entered.

**11.04 Required Terms of Final Approval Order.** This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this 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 Settlement Class Member will be bound by this Agreement, including the releases and covenant not to sue in Section 14, 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 ("Section 877") and bars any other defendant in the Litigation from claiming or obtaining contribution against 3M;

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

f. permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claims against any of the Defendant or the Released Parties;

g. enters an order permanently enjoining each and every 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,

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

## **XII. FINAL JUDGMENT**

**12.01 Effective Date.** The judgment entered at the Final Approval Hearing 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 and 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 11.04.

## **XIII. GOOD FAITH SETTLEMENT**

**13.01 Good Faith.** The Parties agree that the amount of the Settlement Fund is, at minimum, proportional to 3M's 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 District Court entering a good-faith order under Section 877 barring any other defendant in the Litigation from claiming or obtaining contribution against 3M. 3M shall file the Section 877 Motion to be heard no later than the date set for final approval of this Agreement and shall use best efforts to prosecute the Motion.

#### **XIV. RELEASE OF CLAIMS**

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

**14.02 Waiver of Unknown Claims.** Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members have against the Released Parties but 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 as it applies to the Released Parties.

**14.03 Acknowledgement of Waiver of Unknown Claims.** Plaintiffs and the 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 as it pertains to the Released Parties. In connection with such waivers and relinquishment, Plaintiffs and the 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 the Released Parties, all claims that could be asserted against Plaintiffs, the Settlement Class, and Class Counsel 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 Plaintiffs, the Settlement Class, and Class Counsel in connection with the Litigation, will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

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

## **XV. TERMINATION OF AGREEMENT**

**15.01 Either Plaintiffs or Defendant May Terminate the Agreement.** Plaintiffs and Defendant will each have the right to unilaterally terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days of any one of the following occurrences:

a. The Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Settlement Agreement.

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, or changes, the Preliminary Approval Order, the Final Approval Order, or the Settlement Agreement in a way that Plaintiffs or Defendant reasonably consider material, unless such modification or amendment is accepted in writing by all Parties. Any change to the amount that 3M is required to pay or the scope of the Released Claims will be deemed a material change for purposes of this Section 15. 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. Any other ground for termination provided for elsewhere in this Agreement occurs.

**15.02 Confidential Termination Provision.** This Settlement is subject to a confidential termination provision, set forth in a supplemental agreement (the “Supplemental Agreement”), that addresses the effect on this Settlement if a specified number of members of the Settlement Class request Exclusion. If the terms of the confidential termination provision are met, Defendant has the right in its sole discretion, but not the obligation, to terminate the Settlement Agreement. Defendant 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 from the Settlement Class, 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.

**15.03 Revert to Status Quo If Plaintiffs or Defendant Terminates.** If either Plaintiffs or Defendant terminates this Agreement as provided in Sections 15.01 or 15.02: (a) the Agreement will be of no force and effect; (b) the Parties’ rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed; (c) any orders entered by the Court in connection with this Agreement will be vacated; and (d) any payments made to the Settlement Fund will be refunded to Defendant within ninety (90) days of termination except that payments made for services provided by the Class Administrator before the date of termination will not be refunded.

## **XVI. NO ADMISSION OF LIABILITY**

**16.01** Defendant denies any liability or wrongdoing of any kind associated with the alleged claims in the Complaint. Defendant has denied and continues to deny each and every

material factual allegation and all claims asserted against it 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 Defendant 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 Defendant 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 Defendant 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.

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

## **XVII. MISCELLANEOUS**

**17.01** Standing to sue. Should a federal court presiding over this Litigation determine that it lacks Article III 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.

**17.02 Entire Agreement.** This Agreement, 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 Agreement.

**17.03 Governing Law.** This Agreement will be governed by the laws of the State of California.

**17.04 Continuing Jurisdiction.** The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

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

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

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

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

**17.09 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 Agreement.

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

**17.11 Publicity and Confidentiality.** The Parties agree that they will not initiate any publicity of the Settlement. Notice of the Settlement will be delivered exclusively through the notice process set forth in Section 8, above.

**17.12 Confidentiality/Return of Documents.** Plaintiffs and Class Counsel agree to maintain the confidentiality of any confidential information that Defendant 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 Defendant in this Litigation 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 Defendant's Counsel that they have destroyed all originals and all copies of any documents that Defendant produced or provided to Plaintiffs and Class Counsel during the Litigation.

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

If to Class Counsel:

Helen I. Zeldes  
SCHONBRUN SEPLOW HARRIS & HOFFMAN & ZELDES, LLP  
hzeldes@sshhlaw.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 63125  
Telephone: (314) 226-1015

If to counsel for Defendant 3M Company:

Aaron D. Van Oort  
aaron.vanoort@faegredrinker.com  
FAEGRE DRINKER BIDDLE & REATH LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402-3901  
Telephone: (612) 766-7000

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

DATED: August 4, 2020

Plaintiff Penny Davidi Borsuk



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DATED: ~~July~~, 2020

Aug 27, 2020

Plaintiff David Coulter



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DATED: July \_\_, 2020

Plaintiff Todd Carpenter

---

DATED: July \_\_, 2020

Plaintiff Lori Myers

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DATED: July \_\_, 2020

Plaintiff Dan Golka

---

DATED: July \_\_, 2020

Plaintiff Penny Davidi Borsuk

---

DATED: July \_\_, 2020

Plaintiff David Coulter

---

DATED: July \_\_, 2020

Plaintiff Todd Carpenter

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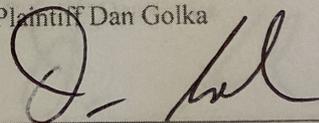
DATED: July \_\_, 2020

Plaintiff Lori Myers

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*August 25, 2020*  
DATED: July \_\_, 2020

Plaintiff Dan Golka



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DATED: July \_\_, 2020

Plaintiff Penny Davidi Borsuk

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DATED: July \_\_, 2020

Plaintiff David Coulter

---

DATED: July 31, 2020

Plaintiff Todd Carpenter

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DATED: July 31, 2020

Plaintiff Lori Myers

DocuSigned by:  
  
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DATED: July \_\_, 2020

Plaintiff Dan Golka

---

DATED: July 24, 2020

3M Company

By: 

Name: Daniel T. Chen

Title: Vice President and General Manager

APPROVED AS TO FORM AND CONTENT:

DATED: July 27, 2020

FAEGRE DRINKER BIDDLE & REATH LLP

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

DATED: July \_\_, 2020

SCHONBRUN SEPLow HARRIS HOFFMAN & ZELDES, LLP

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

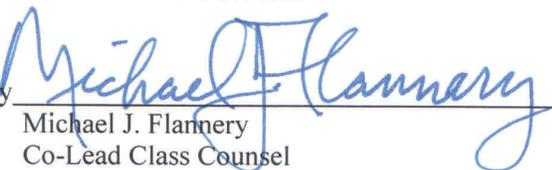
DATED: July \_\_, 2020

LINDEMANN LAW FIRM, APC

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

DATED: July 31, 2020

CUNEO GILBERT & LADUCA LLP

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

APPROVED AS TO FORM AND CONTENT:

DATED: July 24, 2020

FAEGRE DRINKER BIDDLE & REATH LLP

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

DATED: July \_\_, 2020

SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP

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

DATED: July \_\_, 2020

LINDEMANN LAW FIRM, APC

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

DATED: July \_\_, 2020

CUNEO GILBERT & LADUCA LLP

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

APPROVED AS TO FORM AND CONTENT:

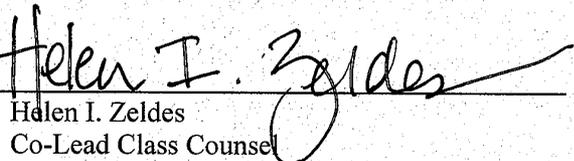
DATED: July 27, 2020

FAEGRE DRINKER BIDDLE & REATH LLP

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

DATED: July 27, 2020

SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP

By   
Helen I. Zeldes  
Co-Lead Class Counsel

DATED: July \_\_, 2020

LINDEMANN LAW FIRM, APC

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

DATED: July \_\_, 2020

CUNEO GILBERT & LADUCA LLP

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

# EXHIBIT A

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

IN RE: TOLL ROADS LITIGATION

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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,

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS**

Plaintiffs,

Date:  
Time:  
Courtroom:

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,

Judge: Hon. Otis D. Wright II

Defendants.

1 **ORDER GRANTING PRELIMINARY APPROVAL**

2  
3 On \_\_\_\_\_, Plaintiffs and Defendants Foothill/Eastern Transportation  
4 Corridor Agency, San Joaquin Hills Transportation Corridor Agency, Michael  
5 Kraman, Craig Young, Scott Schoeffel, Ross Chun, Rhonda Reardon and BRiC-TPS,  
6 LLC (collectively “TCA”) entered into a Settlement Agreement and Release (“TCA  
7 Agreement”), after two arm’s-length mediations, one with the assistance of mediator  
8 Robert Kaplan, and the second with mediator Rachel Ehrlich, Esq.<sup>1</sup> On \_\_\_\_\_,  
9 Plaintiffs and Defendant 3M Company (“3M”) entered into a Settlement Agreement  
10 and Release (“3M Agreement”), after two arm’s-length mediations with the assistance  
11 of mediator Robert Kaplan, Esq. Collectively, the TCA Agreement and the 3M  
12 Agreement will be referred to as the Agreements, and the settlements reached in those  
13 Agreements will be referred to as the Settlements.

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

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

20 1. The proposed Settlements are fair, reasonable, adequate and the Court  
21 will likely be able to approve them under Rule 23(e)(2) and enter judgment on them.  
22 The proposed Settlements do not improperly grant preferential treatment to any  
23 segment of the TCA Settlement Class or the 3M Settlement Class (together, the  
24 “Settlement Classes”). The proposed Settlements are sufficient to warrant sending  
25 notice to the respective class members about the Settlements. The procedures for  
26

27 \_\_\_\_\_  
28 <sup>1</sup> 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.

27  
28

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

- 1 • Any person with a transponder account with a Toll Agency whose PII  
2 was sent by 3M or TCA from April 13, 2015 through 30 days after the  
3 date of this order to another Toll Agency (interoperability  
4 transmissions);
- 5 • Any person who used any of the TCA Toll Roads whose PII was sent by  
6 3M or TCA to a third party from April 13, 2015 through 30 days after  
7 the date of this order in connection with efforts to collect tolls or  
8 penalties (collection transmissions); and
- 9 • Any person whose PII was sent by 3M or TCA to a third party from April  
10 13, 2015 through 30 days after the date of this order for any reason other  
11 than those listed above (other transmissions).

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

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

25 4. 3M Class Representatives. For purposes of the 3M Settlement only, the  
26 Court preliminarily finds and determines, pursuant to Rule 23(a) of the Federal Rules  
27 of Civil Procedure, that Plaintiffs Penny Davidi Borsuk; David Coulter; Todd  
28 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.

28

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. 1<sup>st</sup>  
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. 1<sup>st</sup> 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**

# 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
<b>SUBMIT A CLAIM FORM</b>	You may submit a Claim Form seeking cash payment if you do <b>not</b> 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.
<b>AUTOMATIC PENALTY FORGIVENESS</b>	If you <b>have outstanding penalties</b> 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.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)**  
**Si desea recibir esta notificación en español, llámenos o visite nuestra página web.**

	<p>forgiveness program; your account will automatically be credited if you are in this Class and do not exclude yourself from the TCA Settlement.</p>	
<b>EXCLUDE YOURSELF</b>	<p>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.</p> <p>You can request to be excluded from either or both of the Settlements (see question 12 below).</p>	<p>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.</p> <p>You can request to be excluded from either or both of the Settlements (see question 12 below).</p>
<b>OBJECT</b>	<p>Write to the Court about why you do not like the TCA Settlement.</p>	<p>Write to the Court about why you do not like the 3M Settlement.</p>
<b>GO TO A HEARING</b>	<p>Ask to speak in Court about the fairness of the TCA Settlement.</p>	<p>Ask to speak in Court about the fairness of the 3M Settlement.</p>
<b>DO NOTHING</b>	<p>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.</p>	<p>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.</p>

- 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.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)**

**WHAT THIS NOTICE CONTAINS**

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- 2. What is “Personally Identifiable Information” or PII?
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- 5. Why are there Settlements?

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- 11. How do I get out of the Settlement?
- 12. If I do not exclude myself, can I sue the Defendants for the same thing later?
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**OBJECTING TO THE SETTLEMENT..... PAGE 10**

- 17. How do I tell the Court if I do not like the Settlements?
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**THE COURT’S FAIRNESS HEARING ..... PAGE 11**

- 19. When and where will the Court decide whether to approve the Settlements?
- 20. Do I have to attend the hearing?
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**IF YOU DO NOTHING ..... PAGE 12**

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**GETTING MORE INFORMATION..... PAGE 12**

- 23. How do I get more information?

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXX.com](http://www.XXXXXXXX.com)**

## 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](http://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](http://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.

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)**

## 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 <span style="background-color: yellow;">[INSERT]</span> , 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"/> <b>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);</b>	<input type="checkbox"/> <b>Any person with a transponder account with a Toll Agency whose PII was sent by 3M or TCA to another Toll Agency (interoperability transmissions);</b>
<input type="checkbox"/> <b>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</b>	<input type="checkbox"/> <b>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</b>
<input type="checkbox"/> <b>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).</b>	<input type="checkbox"/> <b>Any person whose PII was sent by 3M or TCA to a third party for any reason other than those listed above (other transmissions).</b>
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](http://www.XXXXXXXXXX.com) or call the toll-free number, 1- XXXXXXXXXX.

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXXXX.com](http://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
<p>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.</p>	<p>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.</p>
<p>\$135 Million in Toll Road penalty forgiveness;</p>	
<p>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</p>	
<p>An increase in the grace period for all drivers to pay tolls from five to seven days.</p>	

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXX.com](http://www.XXXXXXXX.com)**

**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](http://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](http://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](http://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.

<p>Helen Zeldes Schonbrun Seplow Harris Hoffman &amp; Zeldes, LLP 501 W. Broadway, Suite 800 San Diego, CA 92101</p>	<p>Blake J. Lindemann 433 North Camden Drive 4<sup>th</sup> Floor Beverly Hills, CA 90201</p>	<p>Michael Flannery Cuneo Gilbert &amp; LaDuca LLP 500 North Broadway, Suite 1450 St. Louis, MO 63102</p>
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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](http://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 XXXXXX	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

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXX.com](http://www.XXXXXXXX.com)**

<b>CLASS COUNSEL</b>		
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 <sup>th</sup> 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 1<sup>st</sup> 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](http://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](http://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-[REDACTED].

**QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)**

# **Combined Postcard Notice**

#:27669

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 Two  
Class Action Settlements.**

*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](http://www.XXXXXXXXXXXXXXXXXX.com) by using your Claim ID number on the front of this Notice.

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

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

Signature:

[Signature Line]

Date (MM/DD/YY):

[Date Line]

I am submitting a claim for a cash payment from:  Both the TCA and 3M Settlements  The 3M Settlement Only  The TCA Settlement Only

I would like to receive my payment by (email address required below):  Paper Check  Digital Payment

**PERSONAL INFORMATION UPDATE FORM**

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

First Name:

[First Name Line]

MI:

[MI Line]

Last Name:

[Last Name Line]

Mailing Address:

[Mailing Address Line]

City:

[City Line]

State:

[State Line]

ZIP Code:

[ZIP Code Line]

Email Address:

[Email Address Line]

<<MailID>>

#:27670

**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.

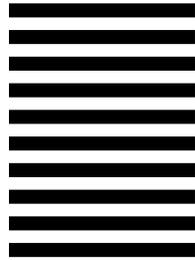
**What are the Settlement terms?** In the **TCA Settlement**, TCA will create a Settlement Fund of \$29 million, provide \$135 million in toll road penalty forgiveness, and change certain practices. If you have outstanding penalties, you will receive automatic forgiveness of the lesser of your outstanding 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](http://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](http://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

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**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 XXXXXXXXXXXXX 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](http://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 1<sup>st</sup> 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](http://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><b>If you drove on the 73, 133, 241, or 261 Toll Roads in Orange County, California,</b></p>	
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Frame 2: Visible for 5 seconds.

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

<p><b>For more information visit <a href="http://www.XXXXXXXXXXXXXXXXXX.com">www.XXXXXXXXXXXXXXXXXX.com</a></b></p>	
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### **Facebook – Right Hand Column**



**Class Action Settlements**  
[www.WebsiteURL.com](http://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,

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENTS**

Plaintiffs,

Date:  
Time:  
Courtroom:

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,

Judge: Hon. Otis D. Wright II

Defendants.

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**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.<sup>1</sup> 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.

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<sup>1</sup> 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).

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).

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

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  
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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.

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19 **IT IS SO ORDERED:**

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21 Dated: \_\_\_\_\_, 2020

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Otis D. Wright II  
United States District Judge

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