

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MONIQUE OUTZEN individually and on
behalf of all others similarly situated,
ROBERT ARDAIOLO individually and on
behalf of all others similarly situated,
MELISSA BARKER, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KAPSCH TRAFFICOM USA, INC., and
GILA, LLC,

Defendants.

Case No. 1:20-cv-01286-TWP-MJD

SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND GILA, LLC

This Settlement Agreement ("Agreement") is made and entered into this 18th day of February, 2022 (the "Execution Date"), by and between Defendant Gila, LLC ("Gila"), and Plaintiffs Monique Outzen, Robert Ardaiole, and Melissa Barker ("Plaintiffs"), individually and on behalf of two classes of Unregistered Video Account ("UVA") users of the Louisville-Southern Indiana Ohio River Bridges Project ("Riverlink").

WHEREAS, since October 28, 2015, Gila has performed as a subcontractor on the Riverlink program; and

WHEREAS, Gila's responsibilities as a subcontractor have included assistance with the operation of the Riverlink program; and

WHEREAS, Plaintiffs have filed two complaints against Gila and Kapsch TrafficCom USA, Inc. ("Kapsch") relating to the operation of the Riverlink program, in the matters styled *Barker v. Kapsch TrafficCom USA, Inc. et al.*, No. 1:19-cv-00987-TWP-MJD (S.D. Ind.) and

Outzen et al. v. Kapsch TrafficCom USA Inc. et al., No. 1:20-cv-01286-TWP-MJD (S.D. Ind.) (collectively, the “Lawsuits”); and

WHEREAS, the Lawsuits have been consolidated into a single proceeding pending in the United States District Court for the Southern District of Indiana, in the matter styled *Outzen et al. v. Kapsch TrafficCom USA et al.*, No. No. 1:20-cv-01286-TWP-MJD (the “Action”); and

WHEREAS, Plaintiffs allege in the Action that in the performance of its duties, Gila has acted negligently and has caused the assessment of fees to certain UVA users of the Riverlink program that should not have been assessed; and

WHEREAS, Gila denies Plaintiffs’ allegations and has asserted defenses to Plaintiffs’ claims; and

WHEREAS, arm’s-length settlement negotiations have taken place between Plaintiffs’ Lead Counsel and counsel for Gila, and this Agreement has been reached as a result of those negotiations; and

WHEREAS, this Agreement does not dismiss claims in the Action against the non-settling Defendant, Kapsch; and

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the claims asserted this action, and have concluded that a settlement with Gila according to the terms set forth below is fair, reasonable and adequate and in the best interest of Plaintiffs and the Settlement Class Members; and

WHEREAS, Gila believes that it is not liable for the claims asserted and has good defenses to Plaintiffs’ claims, but nevertheless has decided to enter into this Agreement in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation and to obtain the releases, orders and judgment contemplated by this Agreement, and to put to rest with

finality all claims that Plaintiffs have or could have asserted against the Releasees, as defined below; and

WHEREAS, Gila, in addition to a cash payment, has agreed to cooperate with Plaintiffs in the continued prosecution of the Action as set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Gila and the Plaintiffs that the Action be settled, compromised, and dismissed with prejudice as to Gila only, without costs to Plaintiffs, the Settlement Class Members or Gila except as provided for herein, subject to the approval of the Court, on the following terms and conditions:

A. Definitions

The following terms, as used in this Agreement, have the following meanings:

1. "Class Counsel" means the following law firms:

Wilson, Kehoe & Winingham, L.L.C.
2859 N. Meridian St.
Indianapolis, IN 46208

Cox Law Office
1606 N. Delaware Street
Indianapolis, IN 46202

2. "Defendants" means Gila LLC and Kapsch TrafficCom USA.
3. "Gila" means Gila LLC
4. "Joint Board" means the board created by the Interlocal Agreement composed of the Public Finance Director of the State of Indiana, the Chairperson of the Kentucky Public Transportation Infrastructure Authority ("KPTIA"), the Secretary of the Kentucky Transportation Cabinet ("KYTC"), the Commissioner of Indiana Department of Transportation ("INDOT"), or any of their representatives or their respective successors.

5. "Kapsch" means Kapsch TrafficCom USA, Inc.

6. "Late Invoice Settlement Class" means any UVA user of the Riverlink Bridges who paid a \$5 fee assessed for failure to timely pay a 1st Toll Notice issued pursuant to the LSIORB Business Rules. The members of the Late Invoice Settlement Class are identified in a list that has been labelled as such and provided by Gila to Class Counsel. Excluded from the Late Invoice Settlement Class are Defendants, the officers, directors and employees of any Defendant, the parent companies, subsidiaries and affiliates of any Defendant, the legal representatives and heirs or assigns of any Defendant, any federal governmental entities and instrumentalities of the federal government, any judicial officer presiding over the Action, and any member of his or her immediate family and judicial staff.

7. "Missing Invoice Settlement Subclass" means any UVA user of the Riverlink Bridges who paid any/all fee(s) or penalty(ies) assessed after the UVA user failed to pay a 1st Toll Notice, 2nd Toll and/or Violation Notice that was not printed and mailed and where such user was not refunded or credited the fee(s) and/or penalty(ies) prior to the Execution Date. The members of the Missing Invoice Settlement Subclass are identified in a list that has been labelled as such and provided by Gila to Class Counsel. Excluded from the Missing Invoice Settlement Subclass are Defendants, the officers, directors and employees of any Defendant, the parent companies, subsidiaries and affiliates of any Defendant, the legal representatives and heirs or assigns of any Defendant, any federal governmental entities and instrumentalities of the federal government, any judicial officer presiding over the Action, and any member of his or her immediate family and judicial staff.

8. "Parties" means Gila and Plaintiffs, collectively.

9. "Plaintiffs" means Melissa Barker, Monique Outzen, and Robert Ardaiole.

10. “Releasees” means Gila and all of its current and former parents; the predecessors, affiliates, assigns, successors, and subsidiaries of any of the above; and any officers, directors, agents, representatives, subcontractors, employees, attorneys, heirs, executors, and administrators of each of the foregoing. Releasees does not include any Defendant in the Action other than Gila, including any of Kapsch’s current and former parents, its predecessors, affiliates, assigns, successors, subsidiaries, attorneys, and their officers, directors, agents, representatives, and employees in their capacity associated solely with Kapsch and not in association with Gila.

11. “Releasors” means Plaintiffs and the Late Invoice Settlement Class and Missing Invoice Settlement Subclass Members, including any persons that claim through them, such as any spouse, present or former family members, present, former and future heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, and assigns, and to the extent there are any, all of their past and present, direct and indirect parents, subsidiaries and affiliates, and their past and present directors, officers, employees, stockholders, attorneys, representatives, parents, subsidiaries, affiliates, partners, and assignees of any claim that is subject to the Release described in paragraph 21.

12. “Settlement Amount” means \$2,500,000.00 in United States currency.

13. “Settlement Class Period” means the period from and including January 1, 2016, to and including the Execution Date.

B. Stipulation to Class Certification

14. The parties to this Agreement hereby stipulate for purposes of this settlement only that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2) (as to the Late Invoice Settlement Class), and 23(b)(3) (as to the Missing Invoice Settlement Subclass) are satisfied and, subject to Court approval, the Late Invoice Settlement Class and Missing Invoice Settlement

Subclass defined in paragraphs 6 and 7 shall be certified for settlement purposes as to Gila only. The parties stipulate and agree to the conditional certification of the Late Invoice Settlement Class and Missing Invoice Settlement Subclass for purposes of this Settlement only. Should, for whatever reason, the Court not grant final approval, the parties' stipulation to class certification as part of the Settlement shall become null and void. Gila expressly reserves its rights to oppose class certification should this Settlement not be granted final approval.

C. Approval of this Agreement and Dismissal of the Action

15. Plaintiffs and Gila shall use their best efforts to effectuate this Agreement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e) and scheduling a final fairness hearing) to obtain final approval of the settlement and the final dismissal with prejudice of the Action as to Gila and the Releasees.

16. As soon as practicable after the execution of this Agreement, and no later than ten (10) days after its execution by all Parties, Plaintiffs shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit A hereto. Pursuant to the motion for preliminary approval (the "Preliminary Approval Motion"), Plaintiffs will request that:

a. the Court find that giving notice to the Missing Invoice Settlement Subclass is justified by the parties' showing that the Court will likely be able to: (i) approve the Settlement under Fed. R. Civ. P. 23(e)(2), and (ii) certify the Missing Invoice Settlement Subclass pursuant to Fed. R. Civ. P. 23(b)(3);

b. the Court find that notice is not required to be given to the members of the Late Invoice Settlement Class, as it is to be certified for settlement purposes pursuant to Fed. R.

Civ. P. 23(b)(2),

c. the Court conditionally certify the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass for settlement purposes only, appoint Plaintiffs as the Class Representatives of the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass for settlement purposes only, and appoint Class Counsel as counsel for the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass for settlement purposes only;

d. the Court preliminarily approve the Agreement as fair, adequate and reasonable, and within the reasonable range of possible final approval;

e. the Court approve the form(s) of Class Notice to the Missing Invoice Subclass 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;

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

g. the Court set the date for the Objection Deadline and the Opt-Out Deadline.

17. Within ten (10) days after the filing with the Court of this Agreement and the accompanying Motion papers seeking its preliminary approval, Gila shall cause notice of the Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

18. Because of the size of the Late Invoice Settlement Class and the nature of the relief obtained for the Late Invoice Settlement Class, and consistent with the requirements of Federal Rule of Civil Procedure 23 and Due Process, the Parties agree to and will request that the Court not require notice at this time to the Late Invoice Settlement Class. This agreement to not require

notice to the Late Invoice Settlement Class will be in relation only to the claims resolved with Gila herein, and has no bearing on whether notice is required should Plaintiffs succeed in certification, resolution, or judgment for claims that remain pending against Kapsch or any other entity in relation to the claims set forth in the Action.

19. If the settlement is preliminarily approved by the Court, Plaintiffs shall promptly seek final approval of the settlement and entry of a final judgment order as to Gila by moving the Court for entry of the Final Approval Order in substantially the form attached as Exhibit B hereto. Pursuant to the motion for final approval (the "Final Approval Motion"), Plaintiffs will request that the Court:

a. certify the Late Invoice Settlement Class defined in paragraph 6 under Federal Rule of Civil Procedure 23(b)(2), solely for purposes of this settlement;

b. certify the Missing Invoice Settlement Subclass defined in paragraph 7 under Federal Rule of Civil Procedure 23(b)(3), solely for purposes of this settlement;

c. grant final approval of the settlement as fair, reasonable, and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing the consummation of the settlement according to its terms;

d. direct that, as to Gila only, the Action be dismissed with prejudice and, except as provided for herein, without costs;

e. reserve exclusive jurisdiction over the settlement and this Agreement. including the administration and consummation of this settlement to the United States District Court for the Southern District of Indiana; and

f. determine under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of final judgment as to Gila.

20. This Agreement shall become effective only when: (a) the Court has entered a final judgment order approving the settlement set forth in this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Action against Gila with prejudice and without costs has been entered; and (b) the time for appeal or to seek permission to appeal from the Court's approval of the settlement and the entry of a final judgment has expired or, if appealed, approval of the settlement and the final judgment have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review ("Effective Date"); excluding, however, any appeal or other proceedings unrelated to this Agreement initiated by any non-settling Defendant or any person or entity related to the non-settling Defendant, and any such appeal or other proceedings shall not delay the Agreement from becoming final and shall not apply to this section. This section shall not be construed as an admission that such parties have standing or other rights of objection or appeal with respect to this settlement. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

D. Releases, Discharge, and Covenant Not to Sue

21. Upon the occurrence of the Effective Date, and in consideration of payment of the Settlement Amount as specified in paragraph 26 of this Agreement and the cooperation obligations set forth in paragraphs 53-57 of this Agreement, Releasors do hereby release and forever discharge Gila and the other Releasees from any and all liability for any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any

regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that exist as of the date of the Preliminary Approval Order, arising out of any claims that were or could have been asserted in the Action or that relate in any way to Gila's role as a subcontractor, or in its administration of the Riverlink program during the Class Period (the "Released Claims"). The release set forth in the preceding sentence shall be effective even if Gila has not yet completed all of its cooperation obligations set forth in paragraphs 53-57 of this Agreement. Releasors shall not, after the Effective Date of this Agreement, seek to recover from any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Released Claims do not include any claims arising out of the enforcement of this Agreement.

22. In addition to the provisions of paragraph 21 of this Agreement, Releasors hereby expressly waive and release, upon the Effective Date of this Agreement, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject of the provisions of paragraph 21 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected,

contingent or non-contingent claim with respect to the subject matter of the provisions of paragraph 21 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

23. This Agreement does not settle or compromise any claim by Plaintiffs or any other Late Invoice Settlement Class Member or Missing Invoice Settlement Subclass Member against (a) any Defendant or (b) any alleged co-conspirator or other person or entity other than the Releasees or as expressly set forth in this Agreement. All rights of any Late Invoice Settlement Class Member or Missing Invoice Settlement Subclass Member against any remaining Defendant or other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Late Invoice Settlement Class Member or Missing Invoice Settlement Subclass Member, provided, however, that any amounts paid by Gila in settlement shall be credited against any judgment Plaintiffs obtain against any remaining Defendant only if the liability of said remaining Defendant is premised upon its vicarious liability for the alleged wrongdoing of Gila for which the Defendant is liable, as determined by the Court as a matter of governing law. This provision is not intended to provide a double credit for any remaining Defendant in the event that a verdict assesses comparative fault to Gila for which the remaining Defendant is vicariously liable. It is anticipated that the Court will make determinations procedurally which would allow either a credit for the remaining Defendant as described above, or a comparative fault assessment to Gila for its fault for which the remaining Defendant would be vicariously liable, but not both. Regardless of any comparative fault assessment made with regard to Gila, in no event shall Plaintiffs seek to recover any additional payment from Gila arising out of any claims that were or could have been asserted in the Action or that relate in any way to Gila's role as a subcontractor, or in its administration of

the Riverlink program during the Class Period beyond the Settlement Amount as detailed in paragraph 26.

24. Gila is discharged from liability, if any, for contribution or indemnity with respect to the claim for damages of Plaintiffs, and the claims of Plaintiffs are satisfied to the extent of that percentage of Plaintiffs' total claim for damages against Gila arising out of the transactions at issue in the Action, which shall be determined by trial or other disposition of this or any other cause of action to be the percentage of causal fault or causal responsibility, if any, whether for negligence or any other liability, for which Gila is found to be solely liable.

25. Gila's payment pursuant to paragraph 26 herein is not intended as full compensation for damages claimed by Plaintiffs, Late Invoice Settlement Class Members, and Missing Invoice Settlement Subclass Members arising from the transactions or activities at issue in the Action. However, this agreement by Plaintiffs settles and satisfies that portion of the total claim for damages by Plaintiffs, Late Invoice Settlement Class Members, and Missing Invoice Settlement Subclass Members against all parties arising out of the transactions at issue in the Action, which shall be determined by trial or other disposition of this or any other action to be the portion of causal fault or responsibility whether for negligence, or any other liability, for which Gila is found to be solely liable.

E. Payment of the Settlement Amount

26. Within ten (10) business days of the entry of the order granting preliminary approval (the "Funding Date"), Gila shall pay or cause to be paid by wire transfer \$250,000, into an escrow account, which will be established at a bank by Class Counsel and administered in accordance with the provisions of paragraphs 27-34 of this Agreement. This Settlement Fund shall be used for purposes of covering all administrative costs associated with the Agreement, including,

but not limited to any cost for notice approved or ordered by the Court and administration and distribution of payments to the Missing Invoice Settlement Subclass, as well as attorneys' fees, reimbursement of costs of counsel, and incentive rewards to the Plaintiffs, all as approved by the Court. Within thirty (30) days after the entry of the Final Approval Order, Defendants shall pay the remaining \$2,250,000 balance owed towards the Settlement Fund.

F. The Settlement Fund

27. The Settlement Amount and any interest earned thereon shall be held in escrow and constitutes the Settlement Fund. The Settlement Fund is intended by the parties to be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Fund shall be invested in United States Government Treasury obligations or United States Treasury money market funds.

28. Gila shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, use or administration except as expressly otherwise provided in this Agreement.

29. The distribution of the Settlement Fund shall be administered pursuant to a plan of allocation (the "Plan of Allocation") proposed by Class Counsel and subject to the approval of the Court. Gila shall have no participatory or approval rights with respect to the Plan of Allocation and the Court's modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Agreement.

30. It is anticipated that distribution to the Missing Invoice Settlement Subclass may be delayed to allow for resolution of outstanding claims on behalf of the Missing Invoice Settlement Subclass against any others, including, but not limited to, Defendant Kapsch.

31. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Releasees of all Released Claims and shall have no other recovery against Gila or the Releasees.

32. Each member of the Missing Invoice Settlement Subclass who does not timely and validly submit a request for exclusion from the Missing Invoice Settlement Subclass as required in this Agreement will be a Missing Invoice Settlement Subclass Member and will be mailed a Cash Award to the extent a valid address can be located or they otherwise make a valid and timely claim. Each Missing Invoice Settlement Subclass Member shall be entitled to one Cash Award.

33. The amount of each Cash Award shall be determined by the following formula:
$$\frac{\text{(Total Amount Owed to Individual Class Member, Per Gila List, Who Has Made a Timely Claim and/or for Whom A Valid Address Can Be Located)}}{\text{(Total Amount Owed to All Class Members Who Have Made Timely Claims and/or for Whom Valid Addresses Can Be Located)}} \times \text{(Total Amount in Class Member Distribution Fund After Payment of Costs, Expenses and Attorneys Fees)} = \text{Individual Class Member Distribution Amount (the "Cash Award")}$$
. Therefore, the Cash Award for each Missing Invoice Settlement Subclass Member for whom a valid address can be located or who makes a valid and timely claim is the Settlement Class Member's pro rata share of the total payments to Missing Invoice Settlement Subclass Members.

34. Gila will take no position on any application for fees and reimbursement of expenses made by Class Counsel or by the Missing Invoice Settlement Subclass Members, Late Invoice Settlement Class Members, or any application for Class Representatives' incentive awards out of the Settlement Fund. The Court's modification or rejection of any application for fees and reimbursement of expenses made by Class Counsel or by the Missing Invoice Settlement Subclass Members, Late Invoice Settlement Class Members, or any application for Class Representatives'

incentive awards out of the Settlement Fund shall not affect the validity or enforceability of this Agreement.

G. Injunctive Relief For The Benefit Of The Late Invoice Settlement Class

35. As part of the consideration provided by Gila to Plaintiffs for the release and discharge provided for herein, Gila will prepare and submit for authorization/approval (i) a Change Control Form that seeks approval to change the parameter that sets the Due Date on a 1st Toll Notice from 30 days (as currently in place) to 38 days, and (ii) a proposed amendment to the Business Rules that changes Business Rule CSC-VID-006 to state that the Due Date for a 1st Toll Notice will be set as 38 days after generation from the 1st Toll Notice milestone, which will allow 8 days for quality review, printing, and mailing and thirty (30) days for the UVA user to pay the 1st Toll Notice after mailing/transmittal. While it is a subcontractor for the Riverlink project, Gila will advocate for these changes and make all best efforts to ensure these changes are approved, unless the Joint Board indicates (after Gila makes these proposals) that it is rejecting these proposals or adopting different Business Rules relating to the timing and processing of mailing of 1st Toll Notices and setting of Due Dates.

36. The Parties will endeavor to obtain approval from the Tolling Body/Joint Board for any changes necessary to effect this injunctive/declaratory relief prior to submitting the Motion for Preliminary Approval to the Court such that it may be identified as not just being sought, but already approved, in the Parties' filing with the Court.

37. Failure to obtain the necessary approvals despite the Parties' best efforts shall not constitute grounds for terminating this Agreement.

H. Administration and Notification Process

38. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by completing its duties in a rational, reasonable, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under the terms of this Agreement. The Settlement Administrator shall maintain all such records as required by the Court and applicable law in accordance with its normal business practices, including, but not limited to, a summary of work performed by the Settlement Administrator, including an accounting of all amounts paid from the Settlement Fund to Settlement Class Members. Such records shall be provided to Class Counsel and Gila's counsel upon reasonable request. Without limiting the foregoing, the Settlement Administrator shall receive objections and Request for Exclusion forms, and upon such receipt shall promptly provide copies of such objections and Requests for Exclusion forms to Class Counsel and Gila's counsel.

39. The Settlement Administrator shall be responsible for all matters relating to the administration of this Agreement, including, but not limited to:

a. Preparing and completing the Class Notice in substantially the form attached as Exhibit C (postcard/short form) hereto for mailing, with the "long form" attached as Exhibit D to be made available online;

b. Obtaining complete address information for Missing Invoice Settlement Subclass Members including new addresses for any returned Class Notice, settlement checks, or any other documents;

c. Acting as a liaison between Missing Invoice Settlement Subclass Members and the Parties;

d. Issuing and mailing Settlement payments;

- e. Preparing and sending all notices required under CAFA;
- f. Preparing and providing a declaration to Class Counsel and Gila's counsel prior to the submission of the Plaintiffs' Motion for Final Approval of the Class Action Settlement:
 - (i) attesting to the compliance of the provisions of this Agreement concerning Class Notice; and
 - (ii) listing each Missing Invoice Settlement Subclass Member who timely and validly submitted a Request for Exclusion opting out of the Agreement as described in paragraphs 48-52 of this Agreement; and
- g. Performing any other tasks reasonably required to effectuate the Settlement and this Agreement, including, but not limited to, all responsibilities, obligations, and tasks referenced in any paragraph of this Agreement.

40. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Missing Invoice Settlement Subclass Member as it relates to the Agreement.

41. After the Settlement Administrator is appointed by the Court and agrees to be bound by the Protective Order entered in this Action, as may be amended by this Court ("Protective Order"), the Parties shall, no later than fourteen (14) days after entry of the Preliminary Approval Order, cause the "Class List" (as provided to Plaintiffs by Gila) to be delivered to the Settlement Administrator solely for the purposes of administering this Agreement in the manner directed by the Preliminary Approval Order.

42. At no time shall the Settlement Administrator share the Class List or any information contained on the Class List, or any personal identifying information, except for reasons expressly set forth in this Agreement and approved by the Court, without a Court Order or an authorization form that is signed by the Missing Invoice Settlement Subclass Member whose

information is to be disclosed (or by someone with legal authorization to sign on their behalf), except that the Settlement Administrator shall comply with any federal and state tax laws and required reporting and withholding with respect to this Agreement, and Gila shall have no obligations relating to such matters.

43. Only Class Counsel, Gila, Gila's counsel, and the Settlement Administrator shall have access to the Class List and other information submitted by Missing Invoice Settlement Subclass Members, except as otherwise specifically provided herein or as ordered by the Court. Other than objections and opt-outs, all information submitted by Missing Invoice Settlement Subclass Members to the Settlement Administrator will be treated as confidential pursuant to the Court's Preliminary Approval Order and the Protective Order.

44. Plaintiffs shall bear all costs and fees associated with the Settlement Administrator.

I. Assignment of Claims.

45. Releasees shall assign to the benefit of the Late Invoice Settlement Class all claims it has against Kapsch, the State of Indiana (including any subdivisions or related entities such as INDOT or the Indiana Finance Authority ("IFA")), the Commonwealth of Kentucky (including any subdivisions or related entities such as KYTC or KPTIA), the Joint Board, or any other non-party, that relate to indemnification or subrogation obligations, or other liability, those entities have or may have to Releasees in relation to the claims raised by the Late Invoice Settlement Class. Similarly, Releasees shall assign to the benefit of the Missing Invoice Settlement Subclass all claims it has against Kapsch, the State of Indiana (including any subdivisions or related entities such as INDOT or the IFA), the Commonwealth of Kentucky (including any subdivisions or related entities such as KYTC or KPTIA), the Joint Board, or any other non-party, that relate to indemnification or subrogation obligations, or other liability, those entities have or may have to

Releasees in relation to the claims raised by the Missing Invoice Settlement Subclass. The assignments contemplated and provided herein are to be additional consideration to the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass for the release provided herein to Releasees. Releasees shall cooperate with the Missing Invoice Settlement Class, the Late Invoice Settlement Class, and Class Counsel as set forth in Section L herein. Similarly, Releasees shall take actions necessary to effect a release of those claims, including via execution of a release agreement, if and as determined necessary or desirable, in the sole discretion of the Missing Invoice Settlement Class, the Late Invoice Settlement Class, and/or their Counsel, in order to resolve the assigned claims against Kapsch, the State of Indiana (including any subdivisions or related entities such as INDOT or IFA), the Commonwealth of Kentucky (including any subdivisions or related entities such as KYTC or KPTIA), the Joint Board, or any other non-party as identified above.

J. Rescission

46. If the Court refuses to approve this Agreement or any material part hereof, or if such approval is modified or set aside on appeal, or if a final judgment order with the provisions generally described in paragraph 19 is not entered, or if the Court enters the final judgment order and appellate review is sought and, on such review, such final judgment order is not affirmed, then Gila and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety (except as hereafter provided in this paragraph) and any and all of the Settlement Amount paid by Gila to the Settlement Fund shall be returned to Gila, including interest earned thereon, except for the amount of money already paid or required to pay expenses already incurred but not yet paid for notice and administration prior to the date of rescission in accordance with paragraphs 27-34 of this Agreement. A modification or reversal on appeal of any amount of the

Settlement Fund that the Court authorizes to be used to pay Plaintiffs' ongoing litigation expenses shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment order. Gila and Plaintiffs expressly reserve all rights if the Agreement does not become effective or if it is rescinded by Gila or the Plaintiffs pursuant to this paragraph.

47. Notwithstanding the foregoing, any ruling by the Court on pending Motions (including the Motion to Reconsider) or by any other Court on motions relating to pending Motions (including the Seventh Circuit on any appeal of the Order Denying Plaintiffs' Motion for Class Certification) shall have no effect on this agreement and shall not serve as the basis for either party terminating this Agreement.

K. Opt-Outs And Objections

48. Any members of the Missing Invoice Settlement Subclass who wish to opt-out of the Agreement (i.e., a request to be excluded from the Missing Invoice Settlement Subclass) must advise the Settlement Administrator of that intent by mailing a request for exclusion (or "opt-out") by first-class mail, postage prepaid, and postmarked to the address of the Settlement Administrator as specified in the Class Notice. Such Request for Exclusion shall clearly indicate the name, address, telephone number, the name and case number of the Action, a clear and unequivocal statement that the person wishes to be excluded from the Missing Invoice Settlement Subclass, and the signature of such person or, in the case of a person in the Missing Invoice Settlement Subclass who is deceased or incapacitated, the signature of the legally authorized representative of such person. The Settlement Administrator shall provide copies of all requests for exclusion it receives on a rolling basis to the Parties, and shall provide a list of all Missing Invoice Settlement Subclass Members who timely and validly opted out of the Agreement in its declaration filed with the Court, as required by paragraph 49 of the Agreement. The declaration shall include the names

of persons who have excluded themselves from the Agreement, but it shall not include their addresses or any other personal identifying information. Missing Invoice Settlement Subclass Members who do not properly and timely submit a request for exclusion will be bound by this Agreement and the judgment, including the release in paragraph 21 of the Agreement. Any member of the Missing Invoice Settlement Subclass who submits a valid and timely request for exclusion will not be a Missing Invoice Settlement Subclass Member and shall not be bound by the terms of this Agreement. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Missing Invoice Settlement Subclass Members, when not signed by each Missing Invoice Settlement Subclass Member, will not be valid.

49. Any Missing Invoice Settlement Subclass Member who intends to object to the fairness of this Agreement must submit a written objection to the Settlement Administrator by the Objection Deadline. In the written objection, the Missing Invoice Settlement Subclass Member must state (1) his or her full name, address, and telephone number, and license plate number, (2) whether the objection applies only to the objector, to a specific subset of the Missing Invoice Settlement Subclass or to the entire Missing Invoice Settlement Subclass, (3) the specific grounds for the objection, and a detailed statement of the factual and legal basis for such objections, (4) the identities and contact information for any counsel representing the objector in relation to the case or objection, (5) the identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony, who the objecting Missing Invoice Settlement Subclass Member may call to testify at the Final Approval Hearing, and describe and produce copies of all evidence such objecting Missing Invoice Settlement Subclass Member may offer at the Final Approval Hearing; and (6) whether the objecting Missing Invoice Settlement Subclass Member and/or his/her/its attorney(s) intend to appear at the Final Approval Hearing. A written

objection must contain the actual written signature of the Missing Invoice Settlement Subclass Member making the objection. The Settlement Administrator shall provide Class Counsel and Gila's counsel with copies of any objections as they are received. The names of any objectors who affirmatively state in writing that they wish to use a pseudonym shall be held in strict confidence by Class Counsel and Gila's counsel and shall not be disclosed in the public record without the objector's written permission. Any attorney of an objecting Missing Invoice Settlement Subclass Member who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval Order and shall include the full caption and case number of each previous class action case in which such counsel has represented an objector. The Parties will have the right to issue discovery to or depose any objector as to the basis and circumstances of his or her objection, and to assess whether the objector has standing. A Missing Invoice Settlement Subclass Member may not both opt out of the Agreement and object. If a Settlement Class Member submits both a request for exclusion and objection, the request for exclusion will control.

50. Any Missing Invoice Settlement Subclass Member who timely objects pursuant to paragraph 48 of the Agreement, may appear at the Final Approval Hearing, either in person or through an attorney hired at the Missing Invoice Settlement Subclass Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the settlement generally.

51. Gila reserves all of its legal rights and defenses with respect to any potential Opt-Out member.

52. If, as of the Opt-Out Deadline, more than fifteen percent of the Missing Invoice Settlement Subclass Members have opted-out of the Agreement pursuant to this paragraph, Gila

shall have, in its sole and absolute discretion, the option to terminate this Agreement within ten (10) calendar days after the Opt-Out Deadline.

L. Cooperation

53. Gila agrees to provide cooperation as part of the consideration being provided by Gila to Plaintiffs for the release and discharge provided for herein. This shall include Gila's agreement to make itself reasonably available to Plaintiffs, at Gila's expense, to provide any additional information, documents, and/or testimony as is necessary for purposes of the continuing pursuit of claims on behalf of Plaintiffs, the Late Invoice Settlement Class, and the Missing Invoice Settlement Subclass.

54. Gila shall have the right to assert the attorney-client privilege, attorney work-product protection, joint defense, common interest, Rule 408, or any other protection, privilege or immunity available under any applicable United States or foreign law, or applicable privacy laws available under the pertinent foreign law, provided, however, that Plaintiffs, the Late Invoice Settlement Class, and the Missing Invoice Settlement Subclass are not relinquishing any rights to obtain information that they would be entitled to seek and obtain pursuant to a non-party subpoena that could be served on Gila, nor is Gila waiving rights to object to discovery except as specifically stated herein. Gila shall have the right to designate any information provided as confidential pursuant to the stipulated and court-ordered confidentiality agreement ("Protective Order"). All such designations shall survive the termination or rescission of this Agreement. Gila shall also have the right at its own expense to the presence and assistance of counsel in all communications with Plaintiffs and Class Counsel.

55. If for any reason the Agreement is not finally approved and Plaintiffs pursue a case against Gila, Plaintiffs may not use any evidence or information obtained solely from the

cooperation provided by Gila as part of the Agreement (as opposed to any other source) in its prosecution of Gila.

56. Notwithstanding the foregoing, nothing in this Agreement shall prevent Gila from providing information to Kapsch, the State of Indiana, or the Commonwealth of Kentucky, or otherwise from performing its obligations required under that certain Subcontract Agreement between Gila and Kapsch dated October 28, 2015.

57. Gila's obligation to cooperate shall not be affected by any release set forth in this Agreement or the final judgment order with respect to Gila. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the obligation to cooperate shall continue until the date that final judgment has been entered in the Action against all Defendants.

M. Taxes

58. Class Counsel shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Gila shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the settlement is not consummated and the Settlement Fund is returned to Gila. In the event the settlement is not consummated and final and any funds including interest are returned to Gila, Gila shall be responsible for the payment of all taxes (including any interest or penalties), if any, on said income.

N. Miscellaneous

59. This Agreement does not settle or compromise any claim by Plaintiffs or any other Late Invoice Settlement Class Member or Missing Invoice Settlement Subclass Member against (a) any Defendant other than Gila or (b) any alleged co-conspirator or other person or entity other than the Releasees. All rights of any Late Invoice Settlement Class Member or Missing Invoice Settlement Subclass Member against a Defendant or an alleged co-conspirator or other person or entity other than the Releasees are specifically reserved by Plaintiffs and the other Late Invoice Settlement Class Members and Missing Invoice Settlement Subclass Members.

60. This Agreement constitutes the entire agreement among Plaintiffs and Gila pertaining to the settlement of the Action against Gila. This Agreement may be modified or amended only by a writing executed by Plaintiffs and Gila.

61. Neither this Agreement nor any negotiations or proceedings connected with it shall be deemed or construed to be an admission by any party or any Releasee of any wrongdoing or liability or evidence of any violation by Gila of any federal or state statute or law either in the Action or in any related action or proceedings, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, except in a proceeding to interpret or enforce this Agreement.

62. This Agreement may be executed in counterparts by Plaintiffs and Gila, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Agreement.

63. Neither Plaintiffs nor Gila shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, the common law, or rule of interpretation that would or might cause any provision of this Agreement to be construed against the drafter.

64. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement and the settlement.

65. Any disputes between Gila and Class Counsel concerning this Agreement shall, if they cannot be resolved by the parties, be submitted to the United States District Court for the Southern District of Indiana.

66. Notwithstanding the potential time lag in issuance of notice to the Missing Invoice Settlement Subclass, the Plaintiffs and Gila agree that, as to Gila, all discovery and other matters arising under the cases consolidated in the Action shall be stayed, except for matters related to the Agreement or approval of the Agreement. The stay, however, does not affect the cooperation to be provided by Gila under paragraphs 53-57 of this Agreement.

67. This Agreement shall be governed and interpreted according to the substantive laws of the State of Indiana, without regard to its choice of law or conflict of law principles.

68. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

[signatures on following page]

Plaintiffs:

Melissa Barker

Melissa Barker

Monique Outzen

Robert Ardaiole

Co-Lead Counsel for Plaintiffs

William Winingham

Jon Noyes

WILSON, KEHOE & WININGHAM LLC

2859 N. Meridian St.

Indianapolis, IN 46208

Tel: 317.920.6400

Email: winingham@wkw.com

jnoyes@wkw.com

Jacob Cox

COX LAW OFFICE

1606 N. Delaware St.

Indianapolis, IN 46202

Tel: 317.884.8550

Email: jcox@coxlaw.com

Gila, LLC:

Gregg Bott

Managing Director & Associate

General Counsel

GILA LLC

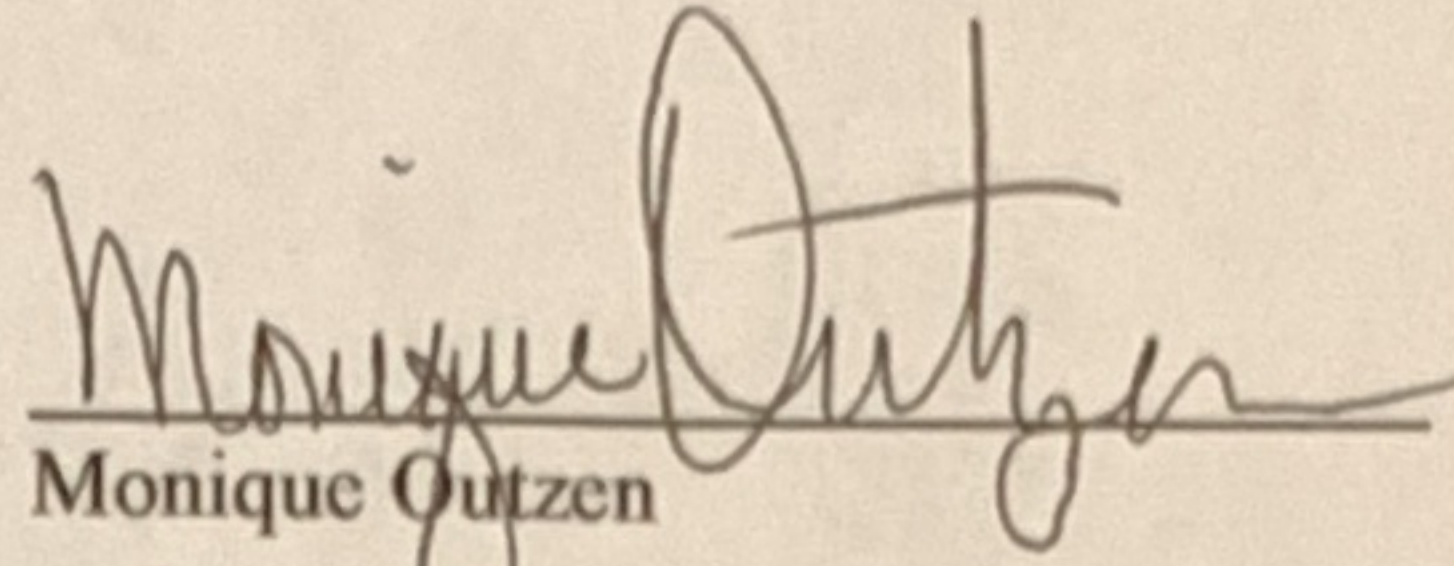
Tel: 414.847.3704

Email: gbott@DuncanSolutions.com

On behalf of Defendant Gila, LLC

Plaintiffs:

Melissa Barker



Monique Outzen

Robert Ardaiole

Co-Lead Counsel for Plaintiffs

William Winingham
Jon Noyes
WILSON, KEHOE & WININGHAM LLC
2859 N. Meridian St.
Indianapolis, IN 46208
Tel: 317.920.6400
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On behalf of Defendant Gila, LLC

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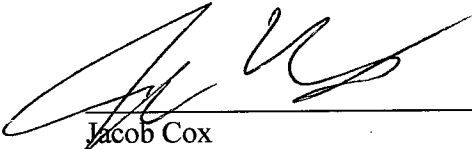
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WILSON, KEHOE & WININGHAM LLC
2859 N. Meridian St.
Indianapolis, IN 46208
Tel: 317.920.6400
Email: winingham@wkw.com
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Jon Noyes
WILSON, KEHOE & WININGHAM LLC
2859 N. Meridian St.
Indianapolis, IN 46208
Tel: 317.920.6400
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Email: gbott@DuncanSolutions.com

On behalf of Defendant Gila, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MONIQUE OUTZEN individually and on
behalf of all others similarly situated,
ROBERT ARDAIOLO individually and on
behalf of all others similarly situated,
MELISSA BARKER, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KAPSCH TRAFFICCOM USA, INC., and
GILA, LLC,

Defendants.

Case No. 1:20-cv-01286-TWP-MJD

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, the Court has been advised that Plaintiffs and Defendant Gila, LLC (the “Parties”), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the claims raised in the above-captioned consolidated lawsuit (the “Action”) against Defendant Gila, LLC (“Gila”). The Parties have agreed to resolve the Action upon the terms and conditions set forth in the Settlement Agreement. The Settlement Agreement has been filed with the Court and the definitions set forth in the Settlement Agreement are incorporated by reference herein.

Based upon the Settlement Agreement and all of the files, records, and proceedings herein, it appears to the Court that, upon preliminary examination, the proposed settlement is fair, reasonable, and adequate. A hearing will be held on _____, 2022 at _____ A.M./P.M., after notice to the proposed Settlement Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in the Action.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Action and over the Parties.

2. Settlement Class: Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3), the matter is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Settlement Classes:

- A. The Late Invoice Settlement Class, including any UVA user of the Riverlink Bridges who paid a \$5 fee assessed for failure to timely pay a 1st Toll Notice issued pursuant to the LSIORB Business Rules.
- B. The Missing Invoice Settlement Subclass, including any UVA user of the Riverlink Bridges who paid any/all fee(s) or penalty(ies) assessed after the UVA user failed to pay a 1st Toll Notice, 2nd Toll and/or Violation Notice that was not printed and mailed and where such user was not refunded or credited the fee(s) and/or penalty(ies) prior to the Execution Date of the Settlement Agreement.

Excluded from both the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass are Defendants, the officers, directors and employees of any Defendant, the parent companies, subsidiaries and affiliates of any Defendant, the legal representatives and heirs or assigns of any Defendant, any federal governmental entities and instrumentalities of the federal government, any judicial officer presiding over the Action, and any member of his or her immediate family and judicial staff.

Members of the Settlement Class and Subclass are hereafter referred to respectively as “Late Invoice Settlement Class Members” and “Missing Invoice Settlement Subclass Members” and together as the “Settlement Class and Subclass Members.”

The Late Invoice Settlement Class is certified pursuant to Federal Rules of Civil Procedure 23(b)(2) and is receiving injunctive/declaratory relief. The Missing Invoice Settlement Subclass is being certified pursuant to Federal Rules of Civil Procedure 23(b)(3) and is receiving additional monetary relief as set forth below.

3. Class Counsel Appointment: Having considered the work that Class Counsel has done in investigating and prosecuting the potential claims in this action, counsel's experience in handling class actions and other complex litigation, counsel's experience in handling claims of the type asserted in this action, counsel's knowledge of the applicable law, and the resources counsel will commit to representing the class, the following attorneys are preliminarily appointed as class counsel: Cox Law Office and Wilson Kehoe & Winingham, LLC.

4. Preliminary Certification of the Class – The Court preliminarily finds that the Action and the Settlement Class and Subclass satisfy the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3). Namely, the Court preliminarily finds that:

- a. The Late Invoice Settlement Class Members and Missing Invoice Settlement Subclass Members are so numerous that joinder of all of them in the lawsuit is impracticable;
- b. There are questions of law and fact common to the Late Invoice Settlement Class Members and Missing Invoice Settlement Subclass Members, which predominate over any individual questions;
- c. The Named Plaintiffs' claims are typical of the claims of the Settlement Class and Subclass;
- d. The Named Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Late Invoice Settlement Class Members and Missing Invoice Settlement Subclass Members;
- e. Final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole; and
- f. As to the Settlement Class and Subclass, a class action is a superior method for the fair and efficient adjudication of this controversy.

5. Class Action Administration: Class Counsel will engage KCC LLC as the Settlement Administrator and Escrow Agent. The Settlement Administrator shall oversee the administration of the Settlement, the notification to the proposed Settlement Class as directed in the Settlement Agreement, and the administration of the Escrow Account. Notice and administration expenses shall be paid in accordance with Paragraphs [REDACTED] of the Settlement Agreement.

6. Class Notice: The Court finds that no notice will be required for the Late Invoice Settlement Class, which is obtaining injunctive/declaratory relief pursuant to Fed. R. Civ. P. 23(b)(2); however, notice must be provided to the Missing Invoice Settlement Subclass, which is obtaining additional monetary relief and is certified pursuant to Fed. R. Civ. P. 23(b)(3). The Court approves the form and content of the Missing Invoice Settlement Subclass Notice and the long form style subclass notice which the Settlement Administrator will publish on the website identified in the Notices attached as Exhibits 1 and 2 to this Order, respectively. The proposed notice constitutes the best notice that is practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice. The form and manner of notice proposed in the Settlement Agreement comply with Rules 23(c) and (e) and the requirements of Due Process. The plan for distribution of the notice by direct mail is designed for notice to reach a significant number of class members and is otherwise proper under applicable law.

Based on the foregoing, the Court hereby approves the plan for distributing notice developed by the Parties and directs that the plan be implemented according to the Settlement Agreement.

7. Exclusions from the Settlement Class: All Missing Invoice Settlement Subclass Members shall be given the opportunity to opt out of the Settlement Subclass by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than 30 days

after the date that the Notice has first been mailed. Members of the Missing Invoice Settlement Subclass who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the Action concerning the Settlement.

8. Objections: Any Missing Invoice Settlement Subclass Member who has not previously opted-out in accordance with the terms of Paragraph 7 above shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and address of the person objecting; (ii) contain the title of the Action: *Outzen v. Kapsch Trafficcom USA, Inc.*, No. 1:20-cv-01286-TWP-MJD (iii) state the reasons for the Class Member's objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the Class Member intends to offer in support of the objection; (v) be signed by the Class member; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than thirty (30) days after the date that mailed Notice is first issued (the "Objection Deadline") to the Clerk of the Court.

Missing Invoice Settlement Subclass Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. Missing Invoice Settlement Subclass Members who file exclusions, if applicable, may not object to the Settlement.

9. Final Approval: The Court shall conduct a Final Approval Hearing on _____, 2022 (at least 100 days after the date of this Order) at Courtroom ____ of the Birch Bayh Federal Building and U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204, commencing at _____ A.M./P.M., to review and rule upon the following issues:

- a. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class and Subclass Members and should be approved by the Court;

- b. Whether the Final Approval Order should be entered, dismissing the Action against Gila with prejudice and releasing the Released Claims against the Released Parties; and
- c. To discuss and review other issues as the Court deems appropriate.

10. Settlement Class and Subclass Members need not appear at the Final Approval Hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class and Subclass Members wishing to be heard regarding their objection are, however, required to indicate in their written objection whether or not they intend to appear at the Final Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class Members.

11. An application or applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel, as well as applications for class representative service awards, shall be made in accordance with Paragraphs [###] of the Settlement Agreement and shall be filed with the Court no later than seventy-five (75) days after Notice is first mailed.

12. All proceedings in the Action as it relates to Gila are stayed pending final approval of the Settlement, except as may be necessary to implement the Settlement or comply with the terms of the Agreement. The stay entered herein has no effect on the remaining claims between Plaintiffs and Defendant Kapsch TrafficComm USA, Inc.

13. Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), Gila is ordered to prepare and provide to the appropriate officials any notices required by CAFA, as specified by 28 U.S.C. § 1715, within ten (10) calendar days of the filing of the Settlement Agreement.

14. If the Settlement Agreement and/or this Order are voided per Paragraph [] of the Settlement Agreement:

- a. The Settlement Agreement shall have no further force and effect and shall not be offered in evidence or used in the Action or in any other proceeding.

- b. Counsel for the Parties shall seek to have any Court orders, filings, or other entries in the Court's file that result from the Settlement Agreement set aside, withdrawn, and stricken from the record;
- c. The Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection with either of them, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and
- d. The Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

15. The Court retains continuing and exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. Tanya W. Pratt, Chief Judge
Southern District of Indiana
U.S. District Court

Distribution To: Counsel of Record (via ECF/CM)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MONIQUE OUTZEN individually and on
behalf of all others similarly situated,
ROBERT ARDAIOLO individually and on
behalf of all others similarly situated,
MELISSA BARKER, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KAPSCH TRAFFICCOM USA, INC., and
GILA, LLC,

Defendants.

Case No. 1:20-cv-01286-TWP-MJD

[PROPOSED] FINAL APPROVAL ORDER

Plaintiffs, on their own behalf and on behalf of all others similarly situated, submitted to the Court a Motion for Final Approval of the Class Action Settlement (“Motion”) seeking final approval of the Settlement Agreement (the “Agreement”), and the exhibits attached thereto, entered into by and between Plaintiffs and Defendant Gila, LLC (“Gila”). Gila does not oppose Plaintiffs’ Motion.

On [DATE], 2022, this Court entered an Order that preliminarily approved the Agreement and conditionally certified the Late Invoice Settlement Class and Missing Invoice Settlement Subclass for settlement purposes only (the “Preliminary Approval Order”). Due and adequate notice having been given to the Settlement Class and Subclass Members in compliance with the procedures set forth in the Agreement and the Preliminary Approval Order, this Court having considered all papers filed and proceedings had herein, having held a final Fairness Hearing, and otherwise being fully informed of the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Approval Order incorporates by reference the definitions in the

Agreement, and all terms used herein shall have the same meanings as set forth in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all members of the Settlement Class and Subclass.

3. The Court finds that the Settlement of the Action, on the terms and conditions set forth in the Agreement, is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class and Subclass Members, especially in light of the benefits to the Settlement Class and Subclass Members; the strength of Plaintiffs' claims and Gila's defenses; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the Settlement Class and Subclass; and the ability of the Settlement Class and Subclass to seek further remedy or relief from non-settling Defendant Kapsch TrafficCom USA, Inc. ("Kapsch") and/or non-parties in relation to the claims raised in the Action.

4. Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), this Court hereby certifies the Settlement Class and Subclass solely for purposes of effectuating this Settlement. The Settlement Class and Subclass are defined as:

- A. The Late Invoice Settlement Class, including any UVA user of the Riverlink Bridges who paid a \$5 fee assessed for failure to timely pay a 1st Toll Notice issued pursuant to the LSIORB Business Rules.
- B. The Missing Invoice Settlement Subclass, including any UVA user of the Riverlink Bridges who paid any/all fee(s) or penalty(ies) assessed after the UVA user failed to pay a 1st Toll Notice, 2nd Toll and/or Violation Notice that was not printed and mailed and where such user was not refunded or credited the fee(s) and/or penalty(ies) prior to the Execution Date of the Settlement Agreement.

5. Individuals within the Missing Invoice Settlement Subclass had the right to exclude themselves by way of the opt-out procedure set forth in the Preliminary Approval Order. Excluded from the Missing Invoice Settlement Subclass are those persons who validly and timely requested exclusion from the Missing Invoice Settlement Subclass, as applicable, by way of the opt-out

procedure, as identified by the listing of names of the Class Members who submitted valid requests for exclusion from the Missing Invoice Settlement Subclass filed by Class Counsel (the “Opt-Outs”).

6. Also excluded from both the Late Invoice Settlement Class and the Missing Invoice Settlement Subclass are Defendants, the officers, directors and employees of any Defendant, the parent companies, subsidiaries and affiliates of any Defendant, the legal representatives and heirs or assigns of any Defendant, any federal governmental entities and instrumentalities of the federal government, any judicial officer presiding over the Action, and any member of his or her immediate family and judicial staff.

7. For purposes of this Settlement only, this Court finds and concludes that: (a) the Settlement Class and Subclass members are so numerous that joinder of all individuals in the Settlement Class and Subclass is impracticable; (b) there are questions of law and fact common to the Settlement Class and Subclass which predominate over any individual questions; (c) Named Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all individuals in the Settlement Class and Subclass; (d) the Named Plaintiffs’ claims are typical of the Settlement Class and Subclass Members’ claims; (e) injunctive relief is appropriate respecting the class as a whole; and (f) a class action is a superior method for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class and Subclass Members in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the lack of difficulties likely to be encountered in the management of this class action as part of a settlement.

8. Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), Gila prepared and provided to the appropriate officials any notices required by CAFA, as specified by 28 U.S.C. §

1715, on [DATE], within ten (10) calendar days of the filing of the Settlement Agreement.

9. Pursuant to the Court's Preliminary Approval Order, the approved Notice was sent to Missing Invoice Settlement Subclass Members via direct mail. The form and method for notifying the class members of the Settlement and its terms and conditions were in conformity with this Court's Preliminary Approval Order, satisfied the requirements of Due Process, and constituted the best notice practicable under the circumstances. The Court further finds that the Notice plan was clearly designed to advise the Missing Invoice Settlement Subclass Members of their rights and clearly and concisely stated, in plain, easily understood language, all features of the Action and Settlement.

10. Pursuant to the Court's Preliminary Approval Order, no notice was required for members of the Late Invoice Settlement Class due to the size of the class, expense of notice, and nature of the proposed injunctive/declaratory relief obtained on behalf of the Late Invoice Settlement Class.

11. This Court hereby dismisses with prejudice on the merits and without costs or attorneys' fees (except as otherwise provided in the Agreement) the claims in the Action against Gila only (subject to retention of jurisdiction to enforce the Agreement and the Settlement). Except as otherwise provided in the Settlement Agreement between Plaintiffs and Gila, this dismissal has no effect on the claims in the Action that remain pending against Kapsch.

12. The Released Parties include Gila and its current and former parents; the predecessors, affiliates, assigns, successors, and subsidiaries of any of the above; and any officers, directors, agents, representatives, subcontractors, employees, attorneys, heirs, executors, and administrators of each of the foregoing.

13. The Named Plaintiffs and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-

interest, assigns and all persons acting for or on their behalf, shall be deemed to have fully, finally and forever released the Released Parties from all Released Claims described in the Agreement.

14. Settlement Class and Subclass Members, and any person or entity allegedly acting on behalf of Settlement Class and Subclass Members, either directly, representatively or in any other capacity, are enjoined from commencing or prosecuting against any and all of the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; provided, however, that this injunction shall not apply to non-released claims of Opt-Outs.

15. Without affecting the finality of this Final Approval Order in any way, this Court retains continuing jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation, and enforcement of this Agreement and the Settlement and the disposition of the Settlement Fund.

16. Class Counsel are to continue in their role to oversee all aspects of the Agreement and Settlement. Upon notice to Class Counsel, Gila may seek from this Court such further orders or process as may be necessary to prevent or forestall the assertion of any of the Released Claims in any other forum, or as may be necessary to protect and effectuate the Settlement and this Final Approval Order.

17. If an appeal, writ proceeding, or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Agreement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Tanya W. Pratt, Chief Judge
Southern District of Indiana

U.S. District Court

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement class in the above-captioned lawsuit, in which the plaintiffs allege that defendants Gila, LLC (“Gila”) and Kapsch TrafficCom USA, Inc. (“Kapsch”) are liable for violating statutory and common laws in connection with the invoicing of tolls, fees, and penalties for use of the Riverlink Toll Bridges connecting Southern Indiana and Louisville, Kentucky. Gila has agreed to resolve the claims of the proposed Settlement Class via settlement. If you are a Settlement Subclass Member and if the Settlement is approved, you may be entitled to receive a cash payment from the \$2,500,000 fund established by the settlement.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on [PARTIES TO INSERT DATE], 2022. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of costs of notice and settlement administration, up to \$12,500 each in service awards to the three named plaintiffs, reimbursement of expenses incurred by attorneys in litigating this matter, and up to one-third of the then-remaining Settlement Fund as attorneys’ fees. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim against Gila covered by the settlement. In exchange, Gila has agreed to issue a cash payment to you, as applicable. Except as otherwise provided in the Settlement Agreement between Plaintiffs and Gila, this does not affect the ongoing claims against Kapsch, and any future settlement with or judgment against Kapsch on behalf of a Settlement Class may result in additional funds being available and/or disbursed to you or other putative class members in relation to your claims.

To obtain a more complete class notice and other important documents please visit [PARTIES TO PROVIDE WEBSITE ADDRESS]. Alternatively, you may call [PARTIES TO PROVIDE NUMBER].

If you do not want to participate in this settlement—you do not want to receive a cash payment, as applicable, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out form postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out form by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [PARTIES TO PROVIDE NUMBER].

***A COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION
FROM A LAWYER AND YOU ARE NOT BEING SUED.***

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MONIQUE OUTZEN individually and on
behalf of all others similarly situated,
ROBERT ARDAIOLO individually and on
behalf of all others similarly situated,
MELISSA BARKER, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

KAPSCH TRAFFICCOM USA, INC., and
GILA, LLC,

Defendants.

Case No. 1:20-cv-01286-TWP-MJD

NOTICE OF CLASS ACTION SETTLEMENT

Monique Outzen, Robert Ardaiole, and Melissa Barker (“Named Plaintiffs”) have sued Kapsch TrafficCom USA, Inc. (“Kapsch”) and Gila, LLC (“Gila”) (collectively, “Defendants”), asserting statutory and common law claims in connection with the assessment of penalties and fees arising out of unpaid tolls for use of the Riverlink Toll Bridges that connect Southern Indiana to Louisville, Kentucky.

Gila denies all of these claims and contends that it acted lawfully and that it did not violate any applicable laws. The Court has not yet ruled in favor of either side. Nevertheless, Plaintiffs and Gila have reached a settlement that affects your legal rights.

A settlement has been proposed that includes a cash settlement fund that will resolve claims against Gila (but not Kapsch) of all persons who paid any/all fee(s) and/or penalty(ies) and who were charged for those persons’ failure to pay a Riverlink 1st Toll Notice that was not printed and mailed by Defendants. All such persons have been grouped into the Missing Invoice Settlement Subclass by the Court and you are receiving notice because you have been identified as a potential member of that Subclass.

Your legal rights will be affected by the settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including excluding yourself from the settlement, or objecting to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
IF YOU DO NOTHING	If the Court approves the Settlement and you are a member of the Settlement Subclass, you will participate in the Settlement described in this Notice.
IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT	You can exclude yourself from the settlement completely (“opt out”). You can opt out of the Settlement altogether by submitting an opt-out form, following the instructions in Question #9, below. You must submit the opt-out by PARTIES TO INSERT DATE . You will not receive the benefits of the Settlement. You will not have any right to object, but you also will not be bound by the terms of the Settlement. You may also have the right to sue Gila relating to the matters alleged in the Action (defined below).

1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized the notice because you have a right to know about a proposed settlement of claims asserted against Gila in this class action lawsuit and all of your options before the Court decides whether to give final approval to the settlement. This Notice explains your legal rights. The case is pending in the United States District Court for the Southern District of Indiana and is known as *Outzen v. Kapsch Trafficcom USA, Inc., et al.*, 1:20-cv-01286-TWP-MJD. This case is referred to as the “Action” in this Notice.

2. WHAT IS THIS LAWSUIT ABOUT?

The Named Plaintiffs paid fees and/or penalties assessed for failure to pay tolls owed for use of the Riverlink Toll Bridges connecting Southern Indiana to Louisville, Kentucky. The Named Plaintiffs claim among other things, that the Defendants are liable to motorists under certain Indiana state statutes and common law. Specifically, the Named Plaintiffs allege that fees and/or penalties were assessed by the Defendants (who were responsible for invoicing users of the Riverlink Toll Bridges) without first providing proper notice due to a failure to print and mail toll notices/invoices (the “Missing Invoice Settlement Subclass”).

Gila denies all claims and allegations of wrongdoing asserted in the Action and contends that it acted lawfully and that it did not violate any applicable law. Notwithstanding the denial of liability and alleged unlawful conduct, Gila has decided it is in its best interests to settle the Action to avoid the burden, expense, risk, and uncertainty of continuing the litigation. This settlement resolves only those claims against Gila. The claims against Kapsch remain ongoing in the Action.

3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

You are affected by the settlement because Gila’s records indicate that you paid fee(s) or

penalty(ies) assessed in relation to tolls owed for use of the Riverlink Toll Bridges after you failed to pay a 1st Toll Notice, 2nd Toll and/or Violation Notice that was not printed and mailed and where you were not refunded or credited the fee(s) and/or penalty(ies) prior to February 7, 2022. All such individuals have been determined to be part of the Missing Invoice Settlement Subclass that has been preliminarily approved by the Court.

If you fall within the Missing Invoice Settlement Subclass definition, you will be a Settlement Subclass Member unless you exclude yourself.

4. WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement and you are a Settlement Subclass Member, you will receive a cash payment for an amount proportionate to the amount you paid.

5. HOW DO I OBTAIN THE SETTLEMENT BENEFITS?

You do not need to submit a proof of claim form to obtain the settlement benefits. However, if you would like the settlement benefits to be distributed to you via PayPal or Zelle, rather than the mailing of a check, you can elect to do so through the website maintained for this Settlement.

6. WHEN WILL I RECEIVE THE SETTLEMENT BENEFITS?

Settlement benefits will be received after the Settlement is finally approved by the Court and all appeals and other reviews have been exhausted.

7. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you remain in the Missing Invoice Settlement Subclass as applicable and will be bound by all of the terms of the Settlement, including the release provisions of the Settlement, which prevent you from bringing a claim against Gila with respect to the matters alleged in the Action. If you are a member of the Missing Invoice Settlement Subclass, you do not need to submit a proof of claim form to obtain the Settlement benefits.

8. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT SUBCLASS?

Unless you exclude yourself, you are staying in the Missing Invoice Settlement Subclass, which means that you cannot bring a legal action against Gila (or the other Released Parties) asserting the legal claims that were raised in the Action or any legal claims that could have been brought in the Action. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself from the Missing Invoice Settlement Subclass, you (as one of the "Releasers") will agree to a "Release of Claims," stated below, which describes exactly the legal claims that you give up if you get Settlement benefits.

The Release contained in the Settlement Agreement states:

Upon the occurrence of the Effective Date, and in consideration of payment of the Settlement Amount as specified in paragraph 26 of this Agreement and the cooperation obligations set forth in paragraphs 53-57 of this Agreement, Releasors do hereby release and forever discharge Gila and the other Releasees from any and all liability for any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that exist as of the date of the Preliminary Approval Order, arising out of any claims that were or could have been asserted in the Action or that relate in any way to Gila's role as a subcontractor, or in its administration of the Riverlink program during the Class Period (the "Released Claims"). The release set forth in the preceding sentence shall be effective even if Gila has not yet completed all of its cooperation obligations set forth in paragraphs 53-57 of this Agreement. Releasors shall not, after the Effective Date of this Agreement, seek to recover from any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Released Claims do not include any claims arising out of the enforcement of this Agreement.

"Releasees" is defined in the Settlement Agreement to mean Gila and all of its current and former parents; the predecessors, affiliates, assigns, successors, and subsidiaries of any of the above; and any officers, directors, agents, representatives, subcontractors, employees, attorneys, heirs, executors, and administrators of each of the foregoing. "Releasees" does not include any Defendant in the Action other than Gila, including any of Kapsch's current and former parents, its predecessors, affiliates, assigns, successors, subsidiaries, attorneys, and their officers, directors, agents, representatives, and employees in their capacity associated solely with Kapsch and not in association with Gila.

9. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want a benefit from this Settlement, but you want to maintain all of your rights to sue or continue to sue Gila about the legal issues in the Action, you must take steps to exclude yourself from the Missing Invoice Settlement Subclass. Excluding yourself from the Missing Invoice Settlement Subclass is also referred to as "opting out." Opting out does not guarantee that your own lawsuit will be successful and you would have to retain your own attorney or proceed without an attorney.

To completely exclude yourself from the Settlement, you must mail to the Settlement Administrator, at [PARTIES TO INSERT ADDRESS] a completed opt-out form, which can be found on the Settlement website, [PARTIES TO INSERT SETTLEMENT WEBSITE ADDRESS], that is postmarked no later than [PARTIES TO INSERT DATE that is 30 days after the date of mailing of this Notice of Class Action Settlement].

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [PARTIES TO INSERT DATE] WILL NOT BE HONORED.

You cannot exclude yourself by phone or by email. You also cannot exclude yourself by mailing a request to any other location or after the deadline.

If you exclude yourself, you should promptly consult your own attorney about your rights, as the time to file an individual lawsuit is limited.

10. IF I DO NOT EXCLUDE MYSELF, CAN I SUE GILA FOR THE SAME THING LATER?

No. Unless you exclude yourself, you will give up the right to sue Gila as described above. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this class action in order to continue your own lawsuit. Remember, **[PARTIES TO INSERT DATE]** is the deadline by which your opt-out form must be postmarked.

You have the right to have the attorney of your choosing (but at your own expense) advise you whether you should submit an opt-out form.

11. DO I HAVE A LAWYER IN THIS CASE?

The Named Plaintiffs retained Cox Law Office and Wilson Kehoe Winingham, LLC to represent them. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other Settlement Class and Subclass Members. Together, the lawyers are called Class Counsel. You will not be separately charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

The costs of this notice to you, the costs of administering the settlement, and any separate payment to the Named Plaintiffs will be paid from the Settlement Fund. Class Counsel will also ask the Court for an award of attorneys' fees of no more than 1/3 of the total then-remaining Settlement Fund as well as reimbursement of litigation expenses incurred by Class Counsel. Any attorneys' fees or reimbursement of expenses will be paid from the Settlement Fund and must be approved by the Court.

13. IS THE CLASS REPRESENTATIVE ENTITLED TO A SEPARATE PAYMENT?

The Named Plaintiffs will ask the Court to approve a payment of an additional amount not to exceed \$12,500 for each of the three Named Plaintiffs as a service award for their efforts and time expended in prosecuting the Action. The Court may ultimately award less than this amount.

14. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

As a member of the Missing Invoice Settlement Subclass, you may object to the Settlement if you think any part of the Settlement is not fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the Settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must file with the Clerk of the Court written objections postmarked no later than [PARTIES TO INSERT DATE], and the objection must contain/state: (i) his or her full name, address, and telephone number, and license plate number; (ii) the title of the Action, *Outzen v. Kapsch Trafficcom USA, Inc. et al.*, No. 1:20-cv-01286-TWP-MJD, (iii) identification of whether the objection applies only to the objector, to a specific subset of the Missing Invoice Settlement Subclass or to the entire Missing Invoice Settlement Subclass, (3) the specific grounds for the objection, and a detailed statement of the factual and legal basis for such objections, (4) the identities and contact information for any counsel representing the objector in relation to the case or objection, (5) the identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony, who the objecting Missing Invoice Settlement Subclass Member may call to testify at the Final Approval Hearing, and describe and produce copies of all evidence such objecting Missing Invoice Settlement Subclass Member may offer at the Final Approval Hearing; and (6) identify whether the objecting Missing Invoice Settlement Subclass Member and/or his/her/its attorney(s) intend to appear at the Final Approval Hearing. A written objection must contain the actual written signature of the Missing Invoice Settlement Subclass Member making the objection, and must also be sent by U.S. mail, first class and postage prepaid, with a postmark no later than [PARTIES TO INSERT DATE] to: U.S. District Court Clerk's Office, Room 105, 46 East Ohio Street, Indianapolis, IN 46204.

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain in the Missing Invoice Settlement Subclass. Excluding yourself is telling the Court that you do not want to be part of the Missing Invoice Settlement Subclass. If you exclude yourself, you have no basis to object to this Settlement because the case no longer affects you.

The Court will hold a hearing to decide whether to approve the Settlement. You may attend, and you may ask to speak, but you do not have to.

16. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on [PARTIES TO INSERT DATE] at the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204. You may attend, and you may ask to speak, but you do not have to. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Named Plaintiffs will be paid. After the hearing, the Court will decide whether to finally approve the Settlement.

17. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in the *Outzen v. Kapsch Trafficcom USA, Inc.* case.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court at the address previously provided above and must be received by the Clerk of the Court by [PARTIES TO INSERT DATE]. You cannot speak at the hearing if you have excluded yourself.

GETTING MORE INFORMATION

19. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed Settlement. More details can be found on the settlement website at [PARTIES WILL INSERT ADDRESS] which includes the complaint, certain case filings, Settlement Agreement, and other important settlement documents.

20. HOW DO I GET MORE INFORMATION?

You can visit the website at [PARTIES WILL INSERT ADDRESS]. If you have questions about the case, you can call toll free [PARTIES WILL INSERT NUMBER], or write to Class Counsel, Jacob Cox, COX LAW OFFICE, 1606 N. Delaware Street, Indianapolis, Indiana 46202.

**PLEASE DO NOT CALL THE COURT, THE CLERK,
GILA, OR GILA’S COUNSEL REGARDING THIS
SETTLEMENT.**