

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>IF YOU DO NOTHING</b>	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.
<b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	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 May 23, 2022. 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 A 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 1<sup>st</sup> Toll Notice, 2<sup>nd</sup> 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, Releasers 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. Releasers 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 Riverlink Settlement Administrator, P.O. Box 43518, Providence, RI 02940-3518 a completed Opt-Out Form, which can be found on the Settlement website, [www.riverlinksettlement.com](http://www.riverlinksettlement.com), that is postmarked no later than May 23, 2022.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE MAY 23, 2022 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, May 23, 2022 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 May 23, 2022, and the objection must contain/state: (i) his or her full name, address, 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; (iii) the specific grounds for the objection, and a detailed statement of the factual and legal basis for such objections; (iv) the identities and contact information for any counsel representing the objector in relation to the case or objection; (v) the identity of all witnesses, including the witnesses’ names and addresses, and a summary of such witnesses’ 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 (vi) 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 May 23, 2022 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 June 22, 2022 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 stating 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 May 23, 2022. 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 [www.riverlinksettlement.com](http://www.riverlinksettlement.com) 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 [www.riverlinksettlement.com](http://www.riverlinksettlement.com). If you have questions about the case, you can call toll-free 1-855-909-0735, or write to Class Counsel, Jacob Cox, COX LAW OFFICE, 1606 N. Delaware Street, Indianapolis, IN 46202.

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