

# EXHIBIT 1

**SETTLEMENT AGREEMENT BETWEEN ANNA STANFIELD, RACHEL AMARTI,  
MARY ELISE PIZARRO & JOCELYN CHASE, ON BEHALF OF THEMSELVES AND  
THE PUTATIVE CLASS, AND TRANSURBAN (USA) INC. AND TRANSURBAN (USA)  
OPERATIONS INC.**

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This Settlement Agreement is made and entered into as of this 28th day of March, 2016, by and between (1) Named Plaintiffs Anna Stanfield, Rachel Amarti, Mary Elise Pizarro, and Jocelyn Chase (collectively, “Named Plaintiffs” or “Class Representatives”), individually and as representatives of a Class defined below, and (2) Transurban (USA) Inc. and Transurban (USA) Operations Inc. (collectively, “Transurban”) (together with the Named Plaintiffs, the “Parties”).

WHEREAS, on April 15, 2015, Plaintiffs Jo-Ann Brown and Michele Osborne and Named Plaintiff Mary Elise Pizarro, individually and on behalf of putative classes, filed a complaint against Transurban (USA) Inc., 95 Express Lanes LLC, Capital Beltway Express LLC, Faneuil, Inc. (“Faneuil”), Law Enforcement Systems, LLC (“LES”), as well as two other entities that were subsequently terminated from the litigation, in the U.S. District Court for the Eastern District of Virginia in a lawsuit known as *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494-JCC-MSN (hereinafter the “Lawsuit”), alleging that, *inter alia*, the defendants’ attempted and actual enforcement of allegedly unpaid tolls assessed for the use of certain toll road lanes operated by Transurban on Interstate 495 and Interstate 95 in Virginia (collectively and individually, the “Express Lanes”), was unlawful.

WHEREAS, on June 8, 2015, Named Plaintiffs Anna Stanfield, Rachel Amarti, Mary Elise Pizarro, and Jocelyn Chase and Plaintiffs Jo-Ann Brown, Duane Hale, and Michele Osborne, individually and on behalf of putative classes, filed an amended complaint in the Lawsuit against Transurban, Faneuil, and LES in the U.S. District Court for the Eastern District of Virginia, alleging that, *inter alia*, the defendants’ attempted and actual enforcement of allegedly unpaid tolls on the Express Lanes was unlawful. (The Parties note that Plaintiffs Jo-Ann Brown, Michele Osborne, and Duane Hale (collectively, “Former Class Representatives”) are not members of the Class as defined below and, thus, are not current Class Representatives.)

WHEREAS, Class Counsel (defined below) and the Class Representatives have conducted an investigation into the facts and the law regarding the Lawsuit, and have concluded that a settlement with Transurban according to the terms set forth below is in the best interests of the Class Representatives and the Settlement Class (defined below).

WHEREAS, as part of the mediation process overseen by a professional mediator, Transurban provided extensive information and data to Class Counsel related to, *inter alia*, (1) how E-ZPass functions with respect to the Express Lanes and the services that E-ZPass provides to its customers, including the availability of account balance warnings via e-mail or text message; (2) the toll violation process on the Express Lanes and Transurban's attempted or actual enforcement of allegedly missed tolls through the use of a photo-enforcement system that takes a photograph of the license plate number of every vehicle that travels on the Express Lanes; (3) the practice utilized on the Express Lanes since their inception, called VToll, by which allegedly unpaid tolls are, in some circumstances, collected retroactively from an E-ZPass account without any additional fees being charged even though the E-ZPass account allegedly had insufficient funds to pay the toll at the time of travel on the Express Lanes; (4) the process by which Transurban issues unpaid toll invoices and the manner in which it charges administrative fees for allegedly unpaid tolls; (5) the process by which allegedly unpaid tolls and administrative fees are collected by LES; (6) the process by which Transurban seeks allegedly unpaid tolls, administrative fees, and civil penalties when it resorts to court action; (7) Transurban's First-Time Forgiveness Program and other policies Transurban believes are designed to accommodate consumers; (8) the account and alleged violation history of each of the Named Plaintiffs; and (9) detailed accounting of the amounts of allegedly unpaid tolls, administrative fees, and civil penalties historically collected from Express Lanes users, including

the amounts that allegedly remain unpaid at various stages of the collection process, the number of allegedly unpaid accounts, and the amounts allegedly owed.

WHEREAS, as part of the mediation process overseen by a professional mediator, Transurban provided evidence that, since the inception of the Express Lanes, regardless of whether Transurban's gantry-mounted E-ZPass transponder detection equipment detects an E-ZPass transponder in a vehicle traveling on the Express Lanes, Transurban has attempted to collect any toll without any liability for administrative fees or civil penalties so long as the license plate number of the vehicle is properly linked to an E-ZPass account that had sufficient funds to pay the amount of the toll at the time of travel.

WHEREAS, as part of the mediation process overseen by a professional mediator, Transurban provided evidence that it was unable to access E-ZPass customer account information such as mailing addresses, phone numbers, or e-mail addresses, and that it obtains the registered mailing addresses of those who allegedly fail to pay a toll on the Express Lanes by providing the license plate numbers of the vehicles in question to the Virginia Department of Transportation, which then obtains the addresses of owners of vehicles registered in states other than Virginia from the relevant state transportation or motor vehicle department or agency or other entity.

WHEREAS, despite its denial of any liability or culpability and its belief that it has meritorious defenses to the claims alleged and that it would ultimately prevail in the Lawsuit, Transurban nevertheless decided to enter into the settlement described herein ("Settlement"), without admission of liability, to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.

WHEREAS, Named Plaintiffs, despite their belief that Transurban would ultimately be proven liable for the claims alleged in the Lawsuit, nevertheless decided to enter into this Settlement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, it is agreed by and among the undersigned that the Lawsuit be settled, compromised, and dismissed with prejudice on the terms and conditions set forth below.

1. Definitions.

1.1. “Administrative Fee(s)” means the fee(s) that Transurban and/or the Debt Collector charged pursuant to Virginia Code § 33.2-503(3)(a) or its former version, Virginia Code § 33.1-56.3(C)(1).

1.2. “Agreement” means this Settlement Agreement, including any schedules and exhibits hereto.

1.3. “Civil Penalty” or “Civil Penalties” means the penalty/penalties Transurban sought pursuant to Virginia Code § 33.2-503(3)(b), or its former version, Virginia Code § 33.1-56.3(C)(2).

1.4. “Claim Submission Deadline” means the date one-hundred ten (110) days after the last date permitted by the District Court for the initial mailing of the Class Notice to the Class Members.

1.5. “Class” means all Class Members collectively.

1.6. “Class Counsel” means Hausfeld LLP; Boies, Schiller & Flexner LLP; Tycko & Zavareei LLP; and DiMuro Ginsberg PC.

1.7. “Class Member” means any Person who had one or more E-ZPass accounts at the time such Person incurred one or more alleged Toll Violation(s) on the Express Lanes and paid \$100 or more to Transurban (or one of its affiliates) or LES in Administrative Fees and/or Civil Penalties (together, “Fees/Penalties”) arising from such alleged Toll Violation(s) that, at the time of payment, were at the Collections Stage or Court Stage, and made such payment at any time from the inception of the Express Lanes to the earlier of (a) the date the District Court issues an order granting preliminary approval of the settlement embodied in this Agreement or (b) March 1, 2016 (the “Cut Off Date”), except that the following are excluded: (i) Rental Car Companies; (ii) Other Fleet Owners; and (iii) judges assigned to the Lawsuit. For the avoidance of doubt, a Person who paid Fees/Penalties directly to a court is considered to have paid the Fees/Penalties “to Transurban (or one of its affiliates) or LES” for the purposes of this Agreement. For the avoidance of doubt, a Person who paid Transurban or one of its affiliates, and not the Debt Collector, for Unpaid Toll(s) and associated Administrative Fee(s) listed on a TN3 Invoice but who paid such amount(s) after such Unpaid Toll(s) were referred to the Debt Collector is not a Class Member by virtue of such payment.

1.8. “Collections Stage” means the time period during the Express Lanes violation process from (and including) the day Transurban forwards an alleged Toll Violation matter to the Debt Collector in connection with one or more alleged Toll Violation(s)/Unpaid Toll(s) on the Express Lanes to (and including) the day before one or more court summons(es) are issued with respect to the alleged Toll Violation(s)/Unpaid Toll(s).

1.9. “Court” or “District Court” means the United States District Court for the Eastern District of Virginia, which is overseeing this Lawsuit.



1.10. "Court Stage" means the time period during the Express Lanes violation process from (and including) the day one or more court summons(es) are issued with respect to one or more alleged Toll Violation(s)/Unpaid Toll(s).

1.11. "Debt Collector" means the entity that issues the notices, referenced herein, during the Collections Stage, as well as the entity that reports Unpaid Toll(s) and associated Administrative Fee(s) to one or more credit reporting agencies. A Debt Collector can include, without limitation, LES or Transurban (or their affiliates).

1.12. "Effective Date" shall mean the first day after the Final Order (as defined in Section 12.1) has become final in that the time for appeal has expired or, if an appeal is taken and the Final Order is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Order is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Order shall not be considered "final."

1.13. "Egregious Violator" shall mean a Person who incurred twenty-five (25) or more alleged Toll Violations on the Express Lanes after the first TN1 Invoice was issued to such Person.

1.14. "E-ZPass Account Issue(s)" means failure to do one or more of the following: (a) link the E-ZPass account used in connection with Express Lanes travel to a valid payment source or otherwise maintain the E-ZPass account used in connection with Express Lanes travel with sufficient account funds; or (b) link the E-ZPass account used in connection with Express Lanes travel to the license plate number of the vehicle that was used with the E-ZPass transponder on the Express Lanes.

1.15. “First-Time Forgiveness Program” or “FTF” shall mean the forgiveness programs that Transurban represents that it has been consistently implementing since they were first announced in October 2014 and that are described at the following link:

<https://www.expresslanes.com/feature/1189> and that are further described, codified, and modified in this Agreement, as well as the retroactive application of the program’s cap on Fees/Penalties, announced in June 2015, and that is described at the following link:

<https://www.expresslanes.com/press-release/1775>.

1.16. “Other Fleet Owner” means any corporation, association, partnership or other entity that owns five (5) or more motor vehicles that are registered to travel on public roads. For the avoidance of doubt, “Other Fleet Owner” does not include an individual natural person.

1.17. “Party” means a Class Representative or Transurban, and “Parties” means the Class Representatives and Transurban.

1.18. “Person” means any individual natural person, corporation, association, partnership or other entity.

1.19. “Postcard Responder” shall mean any Person who receives a postcard notice as described in subsection 3.5.10 and subsequently contacts Transurban customer service or the Debt Collector and pays the reduced compromise amount set forth in subsections 3.5.8 or 3.5.9.

1.20. “Releasees” shall refer jointly and severally, individually and collectively, to Transurban (USA) Inc., Transurban (USA) Operations Inc., 95 Express Lanes LLC, Capital Beltway Express LLC, Faneuil, LES, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, agents, assigns, divisions, issuers, joint

ventures, licensees, predecessors, principals, successors, suppliers, and vendors and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders, and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by or under common control with a Releasee.

1.21. “Releasors” shall refer jointly and severally, individually and collectively to the Class Representatives, the Settlement Class Members, the Postcard Responders, and their future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by or under common control with a Releasor.

1.22. “Rental Car Company” means any Person who regularly rents or leases motor vehicles to (a) members of a club or other organization operated by the Person, such as, without limitation, Zipcar or (b) the public.

1.23. “Settlement Class” means all “Settlement Class Members” collectively.

1.24. “Settlement Class Member” means any Class Member who has not timely elected to “opt out” of the Settlement described in this Agreement.

1.25. “TN1 Invoice” or “Unpaid Toll Invoice” means the first mailed notice that Transurban issues to a Person with respect to one or more Unpaid Toll(s) on the Express Lanes.

1.26. “TN1 Stage” means the period of time from (and including) the day Transurban issues the TN1 Invoice to (and including) the day the TN1 Invoice identifies as the due date for payment with respect to one or more Unpaid Toll(s) on the Express Lanes.

1.27. “TN3 Invoice” or “Final Toll Invoice” means the second mailed notice that Transurban issues to a Person with respect to one or more Unpaid Toll(s) on the Express Lanes.

1.28. “TN3 Stage” means the period of time from (and including) the day after the day the TN1 Invoice identifies as the due date for payment to (and including) the day before Transurban forwards the matter to the Debt Collector with respect to one or more Unpaid Toll(s) on the Express Lanes.

1.29. “Unpaid Toll(s)” or “Toll Violation(s)” means toll(s) that are allegedly incurred and not paid via E-ZPass at the time of travel on the Express Lanes, except that such terms do not refer to toll(s) that are not paid via E-ZPass at the time of travel on the Express Lanes due to a person setting the E-ZPass Flex transponder in a vehicle to “HOV” mode.

2. Certification of the Class.

2.1. The Parties stipulate and agree that, for the purposes of the Settlement set forth in this Agreement only, and subject to Court approval, the following Class meets the requirements of Federal Rule of Civil Procedure 23 and should be certified:

All Persons who had one or more E-ZPass accounts at the time such Persons incurred one or more alleged Toll Violation(s) on the Express Lanes and paid \$100 or more to Transurban (or one of its affiliates) or LES in Fees/Penalties arising from such alleged Toll Violation(s) that, at the time of payment, were at the Collections Stage or Court Stage, and made such payment any time from the inception of the Express Lanes to the earlier of (a) the date the District Court issues an order granting preliminary approval of the settlement embodied in this Agreement or (b) March 1, 2016 (the “Cut Off Date”), except that the

following are excluded: (i) Rental Car Companies; (ii) Other Fleet Owners; and (iii) judges assigned to the Lawsuit.<sup>1</sup>

2.2. The Parties stipulate and agree that, for purposes of the Settlement set forth herein only, and subject to Court approval, the Class Representatives shall serve as the representatives of the Class and Class Counsel shall be appointed as counsel for the Class.

3. Consideration for Settlement. As consideration for the Settlement set forth herein, Transurban will provide the following benefits to the Class:

3.1. Claims-Made Settlement Fund for Settlement Class.

3.1.1. Total Fund. Transurban shall pay up to but not more than \$1,350,000 collectively, as further detailed below, to Settlement Class Members who make valid claims as set forth below in Section 4 (“Claims-Made Settlement Fund”).

3.1.1.1. \$1,050,000 Fund. Transurban shall issue a refund check to every Settlement Class Member who (a) paid more than \$300 in Fees/Penalties by the Cut Off Date to Transurban (or one of its affiliates) or LES in connection with Unpaid Toll(s) that, at the time of payment, were at the Collections Stage or the Court Stage and (b) makes a valid claim as set forth below in Section 4 with respect to such Unpaid Toll(s). Except as provided in subsection 3.1.1.2, the amount of the refund check shall be 70% of the amount of such Fees/Penalties paid that exceeded \$300; provided that any amount of Fees/Penalties already refunded to the Settlement Class Member by Transurban (or one of its affiliates) or LES as part of FTF shall not be included in the calculation of the amount in Fees/Penalties paid over \$300;

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<sup>1</sup> For the avoidance of doubt, a Person who paid Fees/Penalties directly to a court is considered to have paid the Fees/Penalties “to Transurban (or one of its affiliates) or LES” for the purposes of this Agreement. For the avoidance of doubt, a Person who paid Transurban or one of its affiliates, and not the Debt Collector, for Unpaid Toll(s) and associated Administrative Fee(s) listed on a TN3 Invoice but who paid such amount(s) after such Unpaid Toll(s) were referred to the Debt Collector is not a Class Member by virtue of such payment.

further provided that all refund check amounts shall be at least \$10. For the avoidance of doubt and by way of example, if a Settlement Class Member makes a valid claim as set forth below in Section 4 and, by the Cut Off Date, paid exactly \$301 in Fees/Penalties to Transurban (or one of its affiliates) or LES in connection with Unpaid Toll(s) that at the time of payment were at the Collections Stage or the Court Stage, Transurban will issue a refund check to such Settlement Class Member in the amount of \$10, even though such amount is greater than 70% of the \$1 paid over \$300, provided that such refund amount may be reduced by operation of subsection 3.1.1.2.

3.1.1.2. Except as provided in subsection 3.1.2, Transurban shall not pay more than \$1,050,000 collectively to Settlement Class Members pursuant to subsection 3.1.1.1 and refunds to Settlement Class Members shall be reduced pro rata to the extent necessary to ensure that the \$1,050,000 cap is not exceeded.

3.1.1.3. \$300,000 Fund. Transurban shall issue a refund check to every Settlement Class Member who (a) paid an amount that is greater than or equal to \$100 and less than or equal to \$300 in Fees/Penalties by the Cut Off Date to Transurban (or one of its affiliates) or LES in connection with Unpaid Toll(s) that, at the time of payment, were at the Collections Stage or the Court Stage and (b) makes a valid claim as set forth below in Section 4 with respect to such Unpaid Toll(s). Except as provided in subsection 3.1.1.4., the amount of the refund check shall be \$10.

3.1.1.4. Except as provided in subsection 3.1.2, Transurban shall not pay more than \$300,000 collectively to Settlement Class Members pursuant to subsection 3.1.1.3 and refunds to Settlement Class Members shall be reduced pro rata to the extent necessary to ensure that the \$300,000 cap is not exceeded.

3.1.2. Redistribution. If the cap described in subsection 3.1.1.2 is reached but the cap described in subsection 3.1.1.4 is not reached, and any valid claims as described in subsection 3.1.1.1 are not satisfied due to the cap, funds will be transferred from the \$300,000 Fund to the \$1,050,000 Fund before pro rata reduction under subsection 3.1.1.2 is utilized, except that the total cap of \$1,350,000 shall not be exceeded in any circumstances. Likewise, if the cap described in subsection 3.1.1.4 is reached but the cap described in subsection 3.1.1.2 is not reached, and any valid claims as described in subsection 3.1.1.3 are not satisfied due to the cap, funds will be transferred from the \$1,050,000 Fund to the \$300,000 Fund before pro rata reduction under subsection 3.1.1.4 is utilized, except that the total cap of \$1,350,000 shall not be exceeded in any circumstances.

3.1.3. Mailing of Checks. Payments to Settlement Class Members who make valid claims as set forth below in Section 4 will be made by check with an appropriate legend that indicates that it is from the Settlement and that is in a form directed by Transurban and approved by Class Counsel, provided that such approval shall not be unreasonably withheld. Refund checks will be issued and mailed by the Settlement Administrator and will be sent to the addresses provided by the Settlement Class Members on their submitted Claim Forms. Such checks shall become void one hundred eighty (180) days after the date they are issued. If any refund check is returned to the Settlement Administrator as undeliverable by the U.S. Postal Service and a forwarding address is provided, the Settlement Administrator will re-mail such refund check to the forwarding address. If any refund check is returned to the Settlement Administrator as undeliverable by the U.S. Postal Service with no forwarding address, the Settlement Administrator will contact the Settlement Class Member using the e-mail address provided by the Settlement Class Member on the Claim Form and request a current address. If

either the Settlement Class Member does not respond to the e-mail within thirty (30) days of the Settlement Administrator transmitting the e-mail or if no e-mail address was listed on the Claim Form, then the Settlement Administrator shall attempt to contact the Settlement Class Member by calling the telephone number provided by the Settlement Class Member on the Claim Form and leaving a voicemail if necessary. If the Settlement Class Member does not provide a new address within twenty-one (21) days of this phone call, the Settlement Administrator shall place a second call to the telephone number listed on the Claim Form. If the Settlement Class Member contacts the Settlement Administrator and provides a current address within thirty (30) days from the date the Settlement Administrator last contacted the Settlement Class Member, the Settlement Administrator will re-mail the refund check to the address provided. Except as stated, the Settlement Administrator will not be required to take any further action to determine the current forwarding address applicable to a returned check. Transurban shall pay all expenses associated with Settlement Class Member payments.

3.2. Forgiveness of Certain Amounts Outstanding at Collections Stage.

3.2.1. Transurban shall forgive any allegedly Unpaid Toll and any associated Administrative Fee charged to any Person during the Collections Stage that remains at the Collections Stage and remains unpaid and that, on the Cut Off Date, is aged more than twelve (12) months from the date of the trip on the Express Lanes that resulted in the Unpaid Toll and associated Administrative Fee (“Qualifying Forgiveness Amounts”).

3.2.2. To the extent the Debt Collector has reported any Qualifying Forgiveness Amounts to any credit reporting agencies, Transurban shall direct the Debt Collector to report those Qualifying Forgiveness Amounts as resolved in full to such credit reporting agencies.



3.3. Codification of Certain Current FTF Practices in the Agreement. Certain current practices pursuant to FTF are hereby codified on the terms set forth below:

3.3.1. Forgiveness of Administrative Fees. Except as provided in subsections 3.3.4 and 3.3.5, if, within 60 days<sup>2</sup> after incurring a Person's first Unpaid Toll on the Express Lanes, such Person with an E-ZPass account at the time of the trip(s) at issue (a) contacts Transurban customer service and (b) provides evidence that such Person has corrected all E-ZPass Account Issue(s), in accordance with subsection 3.3.2, Transurban shall waive all Administrative Fee(s) associated with all Toll Violation(s) incurred by such Person existing on the date of payment to the extent that (i) such Person pays, in the manner prescribed in subsection 3.3.3, the allegedly Unpaid Toll(s) associated with such alleged Toll Violation(s) within 60 days<sup>3</sup> after the Person's first allegedly Unpaid Toll and (ii) such alleged Toll Violation(s) are associated with trip(s) that occurred from (and including) the date of the first Unpaid Toll to the date of payment. For the avoidance of doubt, a Person who qualifies for FTF will be eligible for forgiveness of Administrative Fees associated with a trip at any prior stage of the violation process (*e.g.*, a customer who qualifies for FTF as to a TN3 Invoice pending at the TN3 Stage will also be eligible for FTF as to any TN1 Invoices pending at the TN1 Stage).

3.3.2. Proof of Correction of E-ZPass Account Issue(s). To qualify for the benefit set forth in subsection 3.3.1., a Person must provide the requisite evidence that all E-ZPass Account Issue(s) have been corrected in the following manner:

3.3.2.1. A Person who had an E-ZPass account issued by the Virginia Department of Transportation ("Virginia E-ZPass") at the time that the Unpaid Tolls

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<sup>2</sup> This current 60-day period is extended to a 90-day period pursuant to subsection 3.5.4.1.

<sup>3</sup> This current 60-day period is extended to a 90-day period pursuant to subsection 3.5.4.1.

referenced in subsection 3.3.1 were incurred on the Express Lanes can provide evidence of the correction of all E-ZPass Account Issue(s) by contacting Transurban customer service and providing the requested information. Transurban will then confirm whether the E-ZPass Account Issue(s) have been corrected without a need for the Person to provide written proof of correction.

3.3.2.2. A Person who had an E-ZPass account issued by any state other than Virginia at the time that the Unpaid Tolls referenced in subsection 3.3.1 were incurred on the Express Lanes must provide evidence of the correction of all E-ZPass Account Issue(s) by (a) contacting Transurban customer service; (b) providing the requested information; and (c) providing a copy, by e-mail or fax, to Transurban customer service, of a current E-ZPass account statement that confirms that all E-ZPass Account Issue(s) have been corrected.

3.3.3. Method of Payment. To qualify for the benefit set forth in subsection 3.3.1, a Person must pay the Unpaid Tolls referenced in subsection 3.3.1 in the following manner:

3.3.3.1. If a Person (a) had a Virginia E-ZPass account at the time of the Unpaid Tolls referenced in subsection 3.3.1 and (b) provides the requisite evidence of the correction of all E-ZPass Account Issue(s) in accordance with subsection 3.3.2.1, Transurban will charge the amount of the Unpaid Tolls referenced in subsection 3.3.1 to the Person's Virginia E-ZPass account, provided that the Person provides verbal consent and that the Virginia Department of Transportation ("VDOT") permits Transurban to do so.

3.3.3.2. Except as set forth in subsection 3.3.3.1, a Person must pay the amount of the Unpaid Tolls referenced in subsection 3.3.1 by providing Transurban customer service with a valid credit card.

3.3.4. Forgiveness of Administrative Fees in the Event of Incorrect

Addresses. Except as provided in subsection 3.3.5, in the event that Transurban sends a TN1 Invoice or TN3 Invoice to a Person for the first time and the letter is returned as undeliverable by the U.S. Postal Service with no forwarding address, Transurban can send such Person's account to the Collections Stage. However, if the Debt Collector locates such Person (*i.e.*, issues a notice to the Person at a new address and the notice is not returned as undeliverable by the U.S. Postal Service ("Valid Address")), Transurban shall waive all Administrative Fee(s) associated with all Toll Violation(s) incurred by such Person existing on the date of payment to the extent that (a) such Toll Violation(s) are associated with trip(s) that occurred from (and including) the date of the first Unpaid Toll to the date of payment, (b) the Person had an E-ZPass account at the time of the trip(s) at issue, and (c) within thirty (30) days from the date the Debt Collector issues its first notice to the Person at a Valid Address, the Person (i) contacts the Debt Collector, (ii) provides evidence that such Person has corrected all E-ZPass Account Issue(s) in accordance with subsection 3.3.4.1, and (iii) pays the Unpaid Toll(s) associated with such Toll Violation(s) in the manner prescribed in subsection 3.3.4.2.

3.3.4.1. To qualify for the benefit set forth in subsection 3.3.4, a Person must provide the requisite evidence of correction of all E-ZPass Account Issue(s) pursuant to subsection 3.3.4 as follows: the Person must (a) call the Debt Collector, (b) provide the requested information verbally, and (c) provide the Debt Collector, by e-mail, mail, or fax (with e-mail the preferred method), with a copy of a current E-ZPass account statement that confirms that all E-ZPass Account Issue(s) have been corrected.

3.3.4.2. To qualify for the benefit set forth in subsection 3.3.4, a Person must also pay the allegedly Unpaid Toll(s) referenced in subsection 3.3.4 by providing the Debt Collector with a valid credit card.

3.3.5. Egregious Violator Carve-Out. Forgiveness of Administrative Fees provided by subsections 3.3.1 and 3.3.4 shall not apply to an Egregious Violator.

3.3.6. A Person requesting FTF need not do so in writing, but nothing in this subsection 3.3.6. shall be construed to alter any requirement, as set forth elsewhere in this Agreement, that certain Persons must provide a document evidencing the correction of all E-ZPass Account Issue(s) in order to qualify for the forgiveness of Administrative Fees provided by subsections 3.3.1 and 3.3.4.

3.4. Codification of Certain Current Practices. Certain current practices are hereby codified on the terms set forth below:

3.4.1. In the event that Transurban sends a TN1 Invoice or TN3 Invoice to a Person and the Invoice is returned as undeliverable by the U.S. Postal Service with no forwarding address, Transurban can send such Person's account to the Collections Stage. If the Debt Collector locates such Person (*i.e.*, issues a notice to the Person at a Valid Address), Transurban may only advance the Unpaid Toll(s) at issue in the returned Invoice to the Court Stage if the Debt Collector has issued three notices to such Person with respect to such Unpaid Toll(s) and the Administrative Fee(s) associated with such Unpaid Toll(s); provided that Transurban may advance the Unpaid Toll(s) to the Court Stage before three notices are issued by the Debt Collector if such Person has requested in writing that such Person no longer receive such notices.

3.4.2. The Debt Collector may contact one or multiple credit reporting agencies to report a Person's Unpaid Toll on the Express Lanes and an unpaid Administrative Fee associated with that Unpaid Toll only if (a) the Debt Collector issues a notice to a Valid Address for the Person and (b) the Debt Collector is unsuccessful in collecting such Unpaid Toll and Administrative Fee for sixty (60) days from the date the Debt Collector issued its first notice to a Valid Address in connection with such Unpaid Toll and Administrative Fee.

3.4.3. Transurban shall not issue a summons with respect to an Unpaid Toll more than one year following the date of the alleged Toll Violation, provided that if there is a statutory amendment that permits a longer period of time, Transurban may issue a summons within the period provided by the law. The Parties acknowledge that Transurban disputes that a one year statute of limitations applies to violations on the Express Lanes as a matter of law.

3.5. Prospective Relief.

3.5.1. Website Notices.

3.5.1.1. Transurban shall expand upon the existing content on Transurban's Express Lanes website regarding signing up with E-ZPass for account balance warnings by posting to its Express Lanes website the content as set forth in Exhibit A.

3.5.1.2. Transurban shall post to its Express Lanes website and webpage for disputing purported Toll Violations the content as set forth in Exhibit B, which shall explain that a request for FTF need not be made in writing.

3.5.2. Toll Invoice Envelopes. The envelope design for TN1 Invoice envelopes and TN3 Invoice envelopes, as set forth in Exhibit C, shall be implemented by Transurban as the current stock of TN1 Invoice envelopes and TN3 Invoice envelopes is depleted.

3.5.3. Yearly Renewal of FTF Eligibility. A Person who qualifies for FTF may take advantage of FTF as set forth in subsection 3.3.1, 3.3.4, 3.5.8.1, 3.5.9.1, or 3.5.9.9 once every three-hundred sixty-five (365) days. On the three hundred sixty-fifth (365<sup>th</sup>) day after the date that a Person's Administrative Fee(s) and/or Civil Penalt(ies) are waived or paid at a reduced amount pursuant to FTF as set forth in subsection 3.3.1, 3.3.4, 3.5.8.1, 3.5.9.1, or 3.5.9.9 (the "Renewal Date"), that Person's eligibility for a waiver or reduction of Administrative Fee(s) and/or Civil Penalt(ies) pursuant to FTF as set forth in subsections 3.3.1, 3.3.4, 3.5.8.1, 3.5.9.1, and 3.5.9.9 shall be renewed; provided that, for the avoidance of doubt, with respect to a First-Time Court Stage Violator under subsection 3.5.9.9, "waived or paid at a reduced amount" means that the Person paid the reduced amount that was allegedly owed under subsection 3.5.9.9. On or after the Renewal Date, that Person's next allegedly Unpaid Toll shall be considered that Person's first Unpaid Toll for the purposes of subsections 3.3.1, 3.3.4, 3.5.8.1, 3.5.9.1, and 3.5.9.9. On or after the Renewal Date, that Person's next TN1 Invoice in connection with allegedly Unpaid Toll(s) occurring on or after the Renewal Date shall be considered that Person's first TN1 Invoice for the purposes of subsection 3.3.4. On or after the Renewal Date, that Person's next TN3 Invoice in connection with allegedly Unpaid Toll(s) occurring on or after the Renewal Date shall be considered that Person's first TN3 Invoice for the purposes of subsection 3.3.4. On or after the Renewal Date, that Person's next notice issued by the Debt Collector in connection with Unpaid Toll(s) occurring on or after the Renewal Date shall be considered that Person's first notice issued by the Debt Collector for purposes of subsection 3.3.4. An Egregious Violator shall not be eligible for any yearly renewal of FTF, as set forth in subsections 3.3.1, 3.3.4, 3.5.8.1, 3.5.9.1, and 3.5.9.9, unless at least three hundred sixty-five (365) days have elapsed since both (a) the Egregious Violator's last Unpaid Toll and (b) all of

the Egregious Violator's then outstanding Unpaid Tolls, Administrative Fees, and Civil Penalties were (i) paid in full, (ii) paid at a reduced compromise amount agreed to by Transurban or the Debt Collector, or (iii) forgiven as Qualifying Forgiveness Amounts pursuant to Section 3.2.

3.5.4. Accounts Held for 90 Days Prior to Proceeding to Collections.

3.5.4.1. The 60-day periods identified in subsection 3.3.1 shall be extended to 90-day periods.

3.5.4.2. Except when an Unpaid Toll is associated with a TN1 Invoice or TN3 Invoice that is returned to Transurban as undeliverable by the U.S. Postal Service with no forwarding address, Transurban can only forward a Person's account to the Debt Collector with respect to an Unpaid Toll if more than ninety (90) days have passed since the date the Unpaid Toll was incurred.

3.5.5. Debt Reporting. If the Debt Collector has reported an Unpaid Toll and unpaid Administrative Fee associated with that Unpaid Toll to one or more credit reporting agencies, Transurban shall direct the Debt Collector to report such Unpaid Toll and Administrative Fee as resolved in full to such credit agenc(ies) when FTF is applied and payment is made as set forth in Section 3.3.

3.5.6. Extension of VToll Period Applicable to Virginia E-ZPass Customers.

3.5.6.1. As long as VDOT so permits, when Transurban detects a Person with a Virginia E-ZPass transponder on the Express Lanes and such Person's E-ZPass toll payment is rejected due to insufficient funds in the Person's Virginia E-ZPass account, such Person shall be afforded at least ten (10) days (rather than the present five (5) days) from the date of travel to add sufficient funds to the E-ZPass account such that the amount of the Unpaid Toll

can be paid from the E-ZPass account, after taking into consideration other charges made upon the E-ZPass account in the same period. As long as VDOT so permits, if such Person adds such sufficient funds within ten (10) days following the date of travel, the amount of the Unpaid Toll shall be charged by Transurban to such Person's E-ZPass account, such Person shall not be liable to Transurban for any Administrative Fee or Civil Penalty in connection with the Unpaid Toll, and Transurban shall require no further action of such Person in connection with the Unpaid Toll.

3.5.6.2. Transurban represents that VDOT has agreed to send an e-mail to each Person described in subsection 3.5.6.1 within approximately four (4) to five (5) days after the date of travel that will indicate that there is now a pending Unpaid Toll that may result in a toll notice if the account is not brought into good standing within five (5) to six (6) days of the e-mail (*i.e.*, within ten (10) days of travel), provided that VDOT will only send such e-mail if such Person has provided VDOT with a valid e-mail address.

3.5.6.3. The Parties acknowledge that it will require approximately two (2) to four (4) weeks following the Effective Date for Transurban to implement the provisions in subsection 3.5.6 that are under its control.

3.5.6.4. Transurban shall share with VDOT the final content of the e-mail referenced in subsection 3.5.7.3 below and encourage VDOT to implement similar content in the e-mail referenced in subsection 3.5.6.2.

3.5.6.5. Transurban shall use commercially reasonable efforts to request that (a) the E-ZPass entities in Maryland, New York, Pennsylvania, and New Jersey implement a similar process to that described in subsections 3.5.6.1 and 3.5.6.2 and (b) VDOT send a second e-mail on the ninth day after the date of travel. However, it shall not be a



requirement under this Agreement that VDOT or the E-ZPass entities in Maryland, New York, Pennsylvania, or New Jersey agree to the requests described in this subsection.

3.5.7. Opt-In Website for E-mail Notifications from Transurban Based on License Plate Number.

3.5.7.1. Transurban shall establish a webpage where a driver from any state may register the license plate number of such Person's vehicle and such Person's e-mail address in order to receive an e-mail notification in the event such Person incurs an Unpaid Toll while using such vehicle on the Express Lanes ("Opt-In Website").

3.5.7.2. Transurban shall clearly display a link to the Opt-In Website on the Express Lanes website and shall include information regarding the Opt-In Website in its TN1 Invoices and TN3 Invoices.

3.5.7.3. If Transurban identifies an Unpaid Toll associated with a license plate number that is registered on the Opt-In Website, Transurban shall send an e-mail to the e-mail address registered with the license plate number on the Opt-In Website within approximately three (3) to five (5) days after the date of travel associated with such Unpaid Toll, except as provided below in subsections 3.5.7.4 and 3.5.7.5. This email shall be in the form set forth in Exhibit D.

3.5.7.4. If Transurban identifies an allegedly Unpaid Toll associated with a license plate number that is registered on the Opt-In Website and the Unpaid Toll resulted from insufficient funds in a Virginia E-ZPass account that was used at the time of travel, the e-mail described in subsection 3.5.7.3 can be sent by Transurban more than ten (10) days after the Unpaid Toll occurs so as to permit time for the process described in subsection 3.5.6.

3.5.7.5. If Transurban identifies an Unpaid Toll associated with a license plate number that is registered on the Opt-In Website and such Unpaid Toll has already been paid in full before the time for an e-mail to be issued under subsection 3.5.7.3 or 3.5.7.4, Transurban shall not be required to send such e-mail.

3.5.7.6. In accordance with federal law, the e-mail described in subsections 3.5.7.3 and 3.5.7.4 will include an option for the recipient to opt-out of receiving future e-mails. If a recipient requests to opt out using the mechanism as instructed in the e-mail, such Person will not receive future e-mails under this subsection 3.5.7 after the request is processed by Transurban unless such Person subsequently opts in by re-registering such Person's license plate number and e-mail address on the Opt-In Website.

3.5.7.7. If, within five (5) days after the e-mail described in 3.5.7.3 or 3.5.7.4 is transmitted, the Opt-In Website registrant pays the amount of the allegedly Unpaid Toll plus a \$1.50 Administrative Fee per Unpaid Toll by going to Transurban's website or calling Transurban customer service, Transurban shall consider such Unpaid Toll resolved and the registrant shall have no liability to Transurban for any additional Administrative Fee or Civil Penalty in connection with such Unpaid Toll. The Parties acknowledge that proof of an E-ZPass account in good standing is not required under this subsection 3.5.7.7.

3.5.7.8. The Parties acknowledge that it will require approximately six (6) to eight (8) weeks of system and web design following the Effective Date to implement the provisions in subsection 3.5.7.

3.5.7.9. The Parties agree that there is no requirement that a Person have a valid E-ZPass to register for the e-mail notice on the Opt-In Website.

### 3.5.8. Application of FTF to Collections Stage; Reduced Collections

#### Stage Amounts.

3.5.8.1. Except as provided in subsection 3.5.8.5, if the first time a Person, who had an E-ZPass account at the time of the travel at issue on the Express Lanes, has one or more Unpaid Toll(s) reach the Collections Stage and that Person contacts the Debt Collector and provides evidence while such Unpaid Toll(s) remain at the Collections Stage that such Person has corrected all E-ZPass Account Issue(s) in accordance with subsection 3.5.8.2, and that Person pays the amount due in accordance with subsection 3.5.8.3 while such Unpaid Toll(s) remain at the Collections Stage, then the amount due associated with such allegedly Unpaid Toll(s) will be a reduced compromise amount pursuant to the application of FTF to the Collections Stage, which will resolve all liability for such allegedly Unpaid Toll(s) at the Collections Stage. The reduced compromise amount will depend on the number of Unpaid Toll(s) at the Collections Stage at the time of the compromise, as set forth in the chart below:

Number of Allegedly Unpaid Tolls in Collections Stage	Estimated Amount of Unpaid Tolls and Administrative Fees Outstanding	Reduced Compromise Amount
20+	\$2000.01 +	\$800
15-19	\$1500.01 - \$2000	\$700
10-14	\$1000.01 - \$1500	\$600
7-9	\$650.01 - \$1000	\$500
1-6	0 - \$650	75% of amount outstanding

#### 3.5.8.2. Proof of Correction of E-ZPass Account Issue(s).

To qualify for the benefit set forth in subsection 3.5.8.1, a Person must provide the requisite evidence of correction of all E-ZPass Account Issue(s) as follows: the Person must (a) call the Debt Collector, (b) provide the requested information verbally, and (c) provide the Debt

Collector, by e-mail, mail, or fax (with e-mail the preferred method), with a copy of a current E-ZPass account statement that confirms that all E-ZPass Account Issue(s) have been corrected.

3.5.8.3. Method of Payment. To qualify for the benefit set forth in subsection 3.5.8.1, a Person must also pay the compromise amount referenced in subsection 3.5.8.1 by providing the Debt Collector with a valid credit card.

3.5.8.4. Forgiveness of TN1 and TN3 Amounts. If a Person qualifies for the compromise amount set forth in subsection 3.5.8.1 and complies with all the requirements of subsections 3.5.8.1, 3.5.8.2, and 3.5.8.3, Transurban shall forgive that Person's Unpaid Toll(s) and associated Administrative Fee(s) that, at the time of the compromise, are at the TN1 Stage or TN3 Stage.

3.5.8.5. Egregious Violator Carve-Out. An Egregious Violator shall not be eligible for a compromise amount under subsection 3.5.8.1.

3.5.8.6. Request for Compromise Need Not Be in Writing. A Person requesting the benefit set forth in subsection 3.5.8.1 need not do so in writing, but nothing in this subsection 3.5.8.6 shall be construed to alter any requirement, as set forth elsewhere in this Agreement, that certain Persons must provide a document evidencing the correction of E-ZPass Account Issue(s) in order to qualify for the benefit set forth in subsection 3.5.8.1.

3.5.8.7. Debt Reporting. If the Debt Collector has reported an allegedly Unpaid Toll and Administrative Fee associated with that Unpaid Toll to one or more credit reporting agencies, Transurban shall direct the Debt Collector to report such Unpaid Toll and Administrative Fee as resolved in full to such credit agenc(ies) when FTF is applied and payment is made as set forth in subsection 3.5.8.

3.5.9. Application of FTF to Court Stage; Reduced Court Stage Amounts.

3.5.9.1. Except as provided in subsection 3.5.9.5, if the first time a Person, who had an E-ZPass account at the time of the travel at issue on the Express Lanes, has one or more Unpaid Toll(s) reach the Court Stage, and that Person contacts Transurban and provides evidence at least three (3) days before the court date appearing on the summons(es) that such Person has corrected all E-ZPass Account Issue(s) in accordance with subsection 3.5.9.2, and that Person pays the amount due in accordance with subsection 3.5.9.3 at least three (3) days before the court date appearing on the summons(es), then the amount due associated with such allegedly Unpaid Toll(s) will be a reduced compromise amount pursuant to the application of FTF to the Court Stage, which will resolve all liability for such allegedly Unpaid Toll(s) at the Court Stage. The reduced compromise amount will depend on the number of Unpaid Toll(s) at the Court Stage at the time of the compromise, as set forth in the chart below:

Number of Allegedly Unpaid Tolls in Court Stage	Estimated Amount of Administrative Fees and Civil Penalties Outstanding	Reduced Compromise Amount
4+	\$2200	\$1100
3	\$1100	\$800
2	\$500	\$500
1	\$150	\$150

3.5.9.2. Proof of Correction of E-ZPass Account Issue(s). To qualify for the benefit set forth in subsection 3.5.9.1, a Person must provide the requisite evidence that all E-ZPass Account Issue(s) have been corrected in the following manner:

3.5.9.2.1. A Person who had a Virginia E-ZPass account at the time that the Unpaid Tolls referenced in subsection 3.5.9.1 were incurred on the Express Lanes can provide evidence of the correction of all E-ZPass Account Issue(s) by calling Transurban customer service and providing the requested information verbally. Transurban will

then attempt to confirm whether the E-ZPass Account Issue(s) have been corrected without a need for the Person to provide written proof of correction.

3.5.9.2.2. A Person who had an E-ZPass account issued by any state other than Virginia at the time that the Unpaid Tolls referenced in subsection 3.5.9.1 were incurred on the Express Lanes must provide evidence of the correction of all E-ZPass Account Issue(s) by (a) calling Transurban customer service; (b) providing the requested information verbally; and (c) providing a copy, by e-mail or fax to Transurban customer service, of a current E-ZPass account statement that confirms that all E-ZPass Account Issue(s) have been corrected.

3.5.9.3. Method of Payment. To qualify for the benefit set forth in subsection 3.5.9.1, a Person must pay the compromise amount referenced in subsection 3.5.9.1 by providing Transurban customer service with a valid credit card.

3.5.9.4. Forgiveness of TN1, TN3, and Collections Stage Amounts. If a Person qualifies for the compromise amount set forth in subsection 3.5.9.1 and complies with all the requirements of subsections 3.5.9.1, 3.5.9.2, and 3.5.9.3, Transurban shall forgive all that Person's Unpaid Toll(s) and associated Administrative Fee(s) that, at the time of the compromise, are at the TN1 Stage, TN3 Stage, or Collections Stage.

3.5.9.5. Egregious Violator. An Egregious Violator shall not be eligible for a compromise amount under subsection 3.5.9.1, nor for an Administrative Fee/Civil Penalty Cap, as set forth below in subsection 3.5.9.9.

3.5.9.6. Request for Compromise Need Not Be in Writing. A Person requesting the benefit set forth in subsection 3.5.9.1 need not do so in writing, but nothing in this subsection 3.5.9.6 shall be construed to alter any requirement, as set forth elsewhere in

this Agreement, that certain Persons must provide a document evidencing the correction of E-ZPass Account Issue(s) in order to qualify for the benefit set forth in subsection 3.5.9.1.

3.5.9.7. Debt Reporting. If the Debt Collector has reported an Unpaid Toll and Administrative Fee and/or Civil Penalty associated with that Unpaid Toll to one or more credit reporting agencies, Transurban shall direct the Debt Collector to report such Unpaid Toll and Administrative Fee and/or Civil Penalty as resolved in full to such credit agenc(ies) when FTF is applied and payment is made as set forth in subsection 3.5.9.

3.5.9.8. Summons Insert. Transurban shall continue its current practice of including with each Express Lanes violation summons an insert that explains the option to compromise. The Parties shall consult on the content of the insert, and if Transurban adopts a new or different insert, that insert shall be phased in to usage as the current stock of inserts is depleted.

3.5.9.9. FTF Administrative Fee/Civil Penalty Cap. Regardless of whether a Person qualifies for the compromise amounts set forth at subsection 3.5.9.1, and except as provided in subsection 3.5.9.5, and assuming that the Person does not take advantage of the reduced compromise amounts set forth in subsection 3.5.9.1, the first time a Person has one or more Unpaid Toll(s) reach the Court Stage (“First-Time Court Stage Violator”), that Person shall not be required to pay more than \$2,200 of Administrative Fees and Civil Penalties in connection with such Unpaid Toll(s) at the Court Stage. For the avoidance of doubt, Transurban may, at the Court Stage, seek Administrative Fees and Civil Penalties in connection with more than four (4) Unpaid Toll(s), provided that Transurban shall not seek Administrative Fees and Civil Penalties amounting to more than \$2,200 in connection with such Unpaid Toll(s)

at the Court Stage from a First-Time Court Stage Violator, except as provided in subsection 3.5.9.5.

3.5.10. Postcard Notice Regarding FTF to Certain Persons at Collections Stage and Court Stage.

3.5.10.1. By the time specified in Section 10.1 for mailing Class Notice, Transurban, or its designee, at Transurban's expense, shall mail a postcard, in the form set forth in Exhibit E, to any Person who is reasonably ascertainable from Transurban's databases and, as of the Cut Off Date, has Unpaid Toll(s) at the Collections Stage and/or Court Stage and has not paid to Transurban (or one of its affiliates) or LES the amount of such Unpaid Toll(s) and associated Administrative Fee(s) and/or Civil Penalt(ies), except that Transurban shall not be required to mail a postcard to any Person: (a) all of whose Unpaid Toll(s) and associated Administrative Fee(s) are eligible for Qualifying Forgiveness Amounts under subsection 3.2.1; or (b) all of whose Unpaid Toll(s) and associated Administrative Fee(s) and Civil Penal(ties) existing and remaining unpaid on the Cut Off Date were the subject of one or more summon(es) that were issued prior to the Cut Off Date and who has appeared in court prior to the Cut Off Date in connection with such summons(es).

3.5.10.2. The postcard notice described in subsection 3.5.10.1 may be mailed by Transurban, a third party mailing vendor of Transurban's choosing, or the Settlement Administrator, with Transurban paying all costs associated with such mailing separate and apart from the Claims-Made Settlement Fund set forth in Section 3.1.

3.5.10.3. The postcard notice shall describe the benefits set forth in subsections 3.5.8 and 3.5.9. For the avoidance of doubt, the Parties acknowledge that the fact



that a Person receives a postcard notice described in subsection 3.5.10.1 does not necessarily mean that the Person is eligible for the benefits described in subsections 3.5.8 or 3.5.9.

3.6. General Terms Applicable to Section 3.

3.6.1. None of the benefits set forth in Section 3 shall be available to Rental Car Companies nor to Other Fleet Owners.

3.6.2. The consideration set forth in Section 3 is limited to Persons who had one or more E-ZPass accounts at the time they incurred the Unpaid Toll(s) to which Section 3 applies, except that this requirement shall not apply with respect to Sections 3.2 or 3.4 or subsections 3.5.1, 3.5.2, 3.5.4.2, 3.5.9.9, or 3.5.10 (with respect to the mailing of the postcard).

4. Claim Process.

4.1. The Parties hereby agree that the Claim Form for this Settlement shall be materially the same as Exhibit F to this Agreement. The Settlement Administrator shall mail the Claim Form to each Class Member together with the Class Notice (identified below in Section 10.1).

4.2. In order for a Settlement Class Member to receive compensation pursuant to Section 3.1, such Settlement Class Member must properly complete, sign, certify, and submit a Claim Form by U.S. mail, fax, or email to the appropriate addressee on or before the Claim Submission Deadline. If the Claim Form is returned by U.S. mail, it must be postmarked on or before the Claim Submission Deadline. The Person who submitted the Claim Form shall be referred to as the "Submitter." The Parties will meet and confer regarding possible additional method(s) of claim submission; and, if the Parties reach a mutual agreement, the Parties will propose such additional method(s) to the Court.

4.3. Upon receipt of a timely submitted claim, the Settlement Administrator will review the Claim Form to determine whether the claim request meets all qualifications for payment, and if so, in what amount. In connection with its review of the Claim Form, the Settlement Administrator may confer with Transurban and exchange information with Transurban, including information relating to whether a particular Person had an E-ZPass at the time of the travel in question.

4.4. If the Claim Form is incomplete or incorrectly completed or if the information provided on the Claim Form is not sufficient to confirm whether the claim meets all requirements for payment or the amount of payment (“Missing Information”), the Settlement Administrator, within sixty (60) days of receiving the Claim Form, shall contact the Submitter and provide the Submitter forty-five (45) days to provide the Missing Information, provided that the Settlement Administrator shall not be required to contact the Submitter or provide the Submitter with forty-five (45) days to provide Missing Information if all contact information on the Claim Form is missing or inaccurate. If the Submitter fails to meet the deadline for providing Missing Information, the Settlement Administrator shall deny the claim.

4.5. Transurban and the Settlement Administrator will be permitted to request documentation and/or additional information from the Submitter where the information provided is not sufficient to confirm the accuracy of the certification, such as where (a) the Claim Form is incomplete or incorrectly completed; (b) the Submitter makes a claim related to two or more E-ZPass accounts; or (c) the Submitter makes a claim related to an E-ZPass account issued by a state other than Virginia, the E-ZPass transponder associated with the account was not detected at the time of the Express Lanes trip(s) at issue, and the license plate number provided by the Submitter is not linked to the E-ZPass account at issue.

4.6. If the Claim Form is complete and the information provided on the Claim Form is sufficient to confirm whether the claim meets all requirements for payment and the amount of payment (“Complete and Sufficient Claim Form”), the Settlement Administrator, within sixty (60) days of the later of (a) the Effective Date, (b) the Claim Submission Deadline, or (c) receipt of such Complete and Sufficient Claim Form, will send (or cause to be sent) to the Submitter either:

- (i) the compensation calculated based on the claimed Administrative Fee(s) and Civil Penalt(ies) payment(s) (if the claim is approved and the claimed Administrative Fee(s) and Civil Penalt(ies) payment(s) set forth on the Claim Form match Transurban’s data) or based on Transurban’s data (if the claim is approved and either (aa) the claimed Administrative Fee(s) and Civil Penalt(ies) payment(s) set forth on the Claim Form are lower than Transurban’s data or (bb) the line on the Claim Form for the claimed Administrative Fee(s) and Civil Penalt(ies) payment(s) is blank<sup>4</sup> or
- (ii) if the Settlement Administrator declines to approve the claim or calculates the amount of compensation based on an amount of Administrative Fee(s) and Civil Penalt(ies) payment(s) lower than that set forth on the Claim Form, a written explanation stating the reasons for the decision, including the steps the Submitter can take to cure any alleged deficiency or contest the denial or reduction.

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<sup>4</sup> For the avoidance of doubt, a Submitter who leaves blank the line on the Claim Form for the claimed Administrative Fee(s) and Civil Penalt(ies) payment(s) and who receives a refund check pursuant to this Section 4.6(i) waives the ability to contest (i) the refund amount to which they are entitled and (ii) the accuracy of Transurban’s data, including the portion of the amount paid that was allocated to Administrative Fee(s) and Civil Penalt(ies).

However, if, as of the Effective Date or Claim Submission Deadline, whichever is later, the value (or claimed value) of all submitted claims exceeds the cap(s) set forth in subsections 3.1.1.2 and/or 3.1.1.4, then the Settlement Administrator shall not send (or cause to be sent) to any Submitter a refund check until such time as the Settlement Administrator has made final determinations as to the validity of all claims. Submitters who submit Complete and Sufficient Claim Forms and whose claims are denied or reduced shall have thirty (30) days after the issuance of the notice of the decision to cure any alleged deficiency or to contest the denial or reduction and explain why the Submitter believes the Submitter is entitled to a different amount, provided that the Submitter must contest the decision in writing and provide any explanation in writing. Should the Settlement Administrator conclude the Submitter's efforts to cure or explanation is insufficient, the Settlement Administrator shall provide the Submitter with a written notification of that determination ("Final Determination") within sixty (60) days after receiving the Submitter's written explanation. The Final Determination shall advise the Submitter that the Submitter may contact Class Counsel if the Submitter disagrees with the Final Determination.

4.7. In administering the Claims-Made Settlement Fund, the Settlement Administrator shall follow a protocol agreed to by the Parties. The Settlement Administrator shall be directed to maintain a record of all contacts from Submitters regarding the Settlement or a claim and the Settlement Administrator's responses thereto. The Settlement Administrator shall be directed to maintain such records for two years following the Claim Submission Deadline.

5. Settlement Administrator and Settlement Administration Costs.

5.1 Transurban shall select the Settlement Administrator with the consent of Class Counsel, which consent shall not be unreasonably withheld. The role of the Settlement

Administrator will be to administer the notice and claims process applicable to the retrospective relief to Settlement Class Members set forth in Section 3.1. Transurban and Class Counsel shall supervise and oversee the Settlement Administrator. Class Counsel shall have the right to view any written communications between (a) Transurban (or its counsel) and (b) the Settlement Administrator. Transurban shall have the right to view any written communications between (i) Class Counsel and (ii) the Settlement Administrator. Transurban shall also have the right to answer the Settlement Administrator's questions and provide information to the Settlement Administrator without conferring with Class Counsel in advance, provided that Transurban will copy Class Counsel on written communications with the Settlement Administrator and the Settlement Administrator will report on oral communications with Transurban to Class Counsel. Class Counsel shall also have the right to communicate directly with the Settlement Administrator for the purpose of receiving updates and asking questions, provided that Class Counsel will copy Transurban on written communications and the Settlement Administrator will report on oral communications with Class Counsel to Transurban.

5.2 Transurban shall bear all costs of notice and claims administration, including all costs of the Settlement Administrator related to the administration of the Settlement. The Parties acknowledge that such costs are separate from and in addition to the Claims-Made Settlement Fund set forth in Section 3.1. Payments to the Settlement Administrator shall not be conditioned on final approval of the Settlement.

6. Acknowledgement of Settlement Impact. The Parties acknowledge that the changes and/or additions to FTF described herein were motivated by this Settlement and that all changes and/or additions to FTF implemented after the Lawsuit was filed are described herein. However, the Parties acknowledge Transurban's position that the refunding of Fees/Penalties

exceeding \$2,200 that occurred prior to the execution of this Agreement but after the filing of the Lawsuit was not motivated by the Lawsuit.

7. Notice of Settlement; Press Release. Prior to this Agreement being first filed with the Court, the Parties and their counsel shall not issue any press release or other public statement disclosing the existence of the Settlement embodied in this Agreement or the terms of the Settlement. The Parties agree that the press release attached as Exhibit G will be issued promptly after this Agreement is first filed with the Court. With the exception of Exhibit G, neither the Parties nor their counsel shall issue (or cause any other Person to issue) any press release concerning this Agreement or the settlement set forth herein, unless otherwise agreed to in writing. Class Counsel shall have the right to provide a link to the Settlement Website on its firm website. Nothing herein will prevent Class Counsel from discussing the Settlement or its terms with potential Class Members.

8. Obtaining Court Approval of this Agreement.

8.1. Upon full execution of this Agreement, the Parties shall request that the Court enter an order substantially in the form of Exhibit H hereto granting preliminary approval of the Settlement described in this Agreement and the exhibits hereto, approving the forms and methods of notice to the Class, and authorizing the dissemination of notice to the Class.

8.2. If the Court does not preliminarily approve the Settlement described in this Agreement, the Agreement shall terminate and be of no force or effect, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain preliminary approval of the Settlement described herein.

8.3. If the Court does not grant final approval of the Settlement described in this Agreement, the Agreement shall terminate and be of no force or effect, unless the Parties

voluntarily agree to modify this Agreement in the manner necessary to obtain final approval of the settlement described herein.

9. Withdrawal from Settlement. If any of the conditions set forth below occurs and either (i) all Class Representatives or (ii) Transurban gives notice that such Party or Parties wish to withdraw from this Agreement, then this Agreement shall terminate and be null and void:

9.1. the preliminary approval of the Settlement described in this Agreement results in changes that the withdrawing Party did not agree to and that the withdrawing Party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing Party of a benefit of the Settlement);

9.2. any objections to the Settlement are sustained, which results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (*e.g.*, because it increases the cost of Settlement or deprives the withdrawing Party of a benefit of the Settlement);

9.3. the final approval of the Settlement described in this Agreement results in changes that the withdrawing Party did not agree to and that the withdrawing Party deems in good faith to be material (*e.g.*, because it increases the cost of settlement or deprives the withdrawing Party of a benefit of the settlement);

9.4. the number of Class Members who affirmatively exclude themselves from the Settlement described in this Agreement in accordance with Section 10.6 exceeds a percentage specified in a separate letter agreement between the Parties; or

9.5. the final approval of the Settlement described in this Agreement is (i) substantially modified by an appellate court and the withdrawing Party deems any such modification in good faith to be material (*e.g.*, because it increases the cost of settlement or

deprives the withdrawing Party of a benefit of the settlement) or (ii) reversed by an appellate court.

10. Class Notice.

10.1. The Settlement Administrator shall disseminate, by first class mail, a copy of the Notice of Class Action Settlement substantially in the form attached hereto as Exhibit I (the "Class Notice"), to every Class Member who is reasonably ascertainable from Transurban's databases. The initial mailing to the Class Members shall be completed, at the sole expense of Transurban, not less than sixty (60) days after the Court orders preliminary approval of the Settlement. The Settlement Administrator shall update mailing addresses with the NCOA database prior to the initial mailing. If any Class Notice is returned to the Settlement Administrator as undeliverable by the U.S. Postal Service and a forwarding address is provided, the Settlement Administrator will promptly re-mail such Class Notice to the forwarding address. If any Class Notice is returned to the Settlement Administrator as undeliverable by the U.S. Postal Service with no forwarding address, the Settlement Administrator shall promptly perform further reasonable address research and promptly re-mail such Class Notice to the new address (if any) identified by the Settlement Administrator.

10.2. The deadline by which objections to the Agreement and requests for exclusion from the Settlement Class are due shall not be less than forty-five (45) days after the initial mailing to the Class Members is complete.

10.3. The Settlement Administrator shall maintain a website dedicated to the settlement ("Settlement Website") and a toll-free customer service number that Class Members may call. The Class Notice shall include the address (URL) of the Settlement Website and the toll-free number. The Settlement Administrator shall maintain the Settlement Website and toll-



free number at least until nine (9) months following the Claim Submission Deadline, after which time the Settlement Administrator may direct Class Members to Class Counsel.

10.4. The Settlement Website shall enable Class Members to access and download the Class Notice and Claim Form and will provide answers to frequently asked questions (FAQs). The Parties will agree upon the form and functionality of the Settlement Website.

10.5. The toll-free number shall allow Class Members to request copies of the Class Notice and Claim Form by mail, provide updated address information, and ask questions concerning the Settlement and the process for obtaining the relief available to them pursuant to this Agreement.

10.6. The Class Notice shall provide a procedure whereby Class Members may exclude themselves from the Settlement Class by mailing a request for exclusion. Any Class Member who does not timely and validly request exclusion shall be a Settlement Class Member and shall be bound by the terms of this Agreement.

10.7. The Class Notice shall also provide a procedure for Class Members to object to the Settlement set forth herein, the attorneys' fees and expenses for which Class Counsel will petition the Court, and/or the Service Awards.

11. Attorneys' Fees and Expenses and Service Awards.

11.1. Attorneys' Fees and Expenses. Subject to Court approval, Transurban hereby agrees to pay reasonable attorneys' fees and expenses to Class Counsel in the amount of \$675,000. This amount is in compensation for all past and future fees and expenses and is in addition to, and separate from, the compensation paid to the Class. The Class Notice shall set forth the amount of attorneys' fees and expenses sought.

11.2. Class Representative Service Awards. Subject to Court approval, Transurban agrees to pay \$3,150 collectively to the Class Representatives and Former Class Representatives (“Service Awards”). The Service Awards are in addition to the refund checks that the Class Representatives will otherwise receive under Section 3.1. Notwithstanding anything herein, the Court’s failure to approve, in whole or in part, the Service Awards shall not prevent the remaining provisions of this Agreement from becoming effective, nor shall it be grounds for termination of this Agreement. In the event the Court declines to approve, in whole or in part, the Service Awards in the amount set forth above, or at all, the remaining provisions of this Agreement shall remain in full force and effect. The Class Notice shall set forth the agreed Service Awards.

11.3. Payment of attorneys’ fees and expenses and the Service Awards is subject to Transurban’s receipt of Class Counsel’s complete wiring instructions and W-9 documentation, and subject to Class Counsel’s obligation to make appropriate refunds or repayments to Transurban of the attorneys’ fees and expenses and Service Awards received if, as the result of any appeal and/or further proceedings on remand, or successful collateral attack, the amounts awarded are reduced. If the Court approves the attorneys’ fees and expenses requested by Class Counsel and the Service Awards, Transurban shall pay such attorneys’ fees and expenses and Service Awards within thirty (30) days after the later of (i) the entry on the court docket of the Final Order or (ii) receipt by Transurban of Class Counsel’s complete wiring instructions and W-9 documentation, subject to the terms of a separate letter agreement between Transurban and Class Counsel.

11.4. The payment by Transurban of the attorneys’ fees and expenses and Service Awards is separate from and in addition to the other relief afforded the Settlement Class

Members in this Agreement. Thus, the Parties shall request that the Court consider the procedure for and the grant or denial or allowance or disallowance by the Court of the award of attorneys' fees and expenses and Service Awards separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth herein, although any such separate consideration may be part of the final approval hearing; and any order or proceedings relating to the award of attorneys' fees and expenses or Service Awards, or any appeal from any order related thereto or reversal or modification thereof, shall not operate to terminate this Agreement or affect or delay the finality of any judgment approving the Settlement set forth herein.

11.5. Except as provided in Sections 11.1 through 11.4, Transurban shall not be liable for any fees or expenses of Class Counsel, the Named Plaintiffs or any Settlement Class Member in connection with the Lawsuit. For the avoidance of doubt, the Parties acknowledge that Transurban has not agreed to pay any fees or expenses of any plaintiffs' counsel other than Class Counsel (as defined in Section 1.6).

12. Final Judgment; Release of Claims.

12.1. Upon the Court's final approval of this Agreement and the Settlement set forth herein, the Parties shall request that a final approval order agreed to by the parties be entered that (a) dismisses the claims of the Settlement Class Members with prejudice; (b) dismisses with prejudice the Lawsuit; and (c) retains jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement and the Settlement set forth herein ("Final Order").

12.2. As of the Effective Date of this Agreement, the Releasors (as defined in Section 1) shall be deemed to hereby fully and irrevocably release, waive, and discharge the Releasees (as defined in Section 1), whether or not specifically named herein, from any and all

past, present, and future liabilities, claims, causes of action (whether in contract, tort or otherwise, including statutory, common law, property, constitutional and equitable claims), damages, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, or suspected or unsuspected, that (a) were asserted in the Lawsuit or (b) relate to Unpaid Toll(s) on the Express Lanes ("Released Claims"); provided that the Released Claims shall include any unknown claims that a Releasor does not know to exist against any of the Releasees which, if known, might have affected his or her decision regarding the settlement of the Lawsuit; provided further that the Class Representatives acknowledge that they and the other Releasors may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release but the Released Claims shall nonetheless be deemed to include any and all Released Claims without regard to the existence of such different or additional facts concerning each of the Releasees. Notwithstanding the foregoing, no claims are released hereunder for (a) personal injury; (b) damage to tangible property; (c) any and all claims that pertain to anything other than the Lawsuit or Unpaid Toll(s) on the Express Lanes, including all claims pertaining to toll(s) that are not paid via E-ZPass at the time of travel on the Express Lanes due to a person setting the E-ZPass Flex transponder in a vehicle to "HOV" mode and any claims pertaining to Transurban's charging of toll amounts different than amounts displayed; or (d) any and all claims for retrospective relief related to payment made in connection with Unpaid Toll(s) incurred after the Cut Off Date, except that a claim of a Postcard Responder related to a reduced compromise amount paid by such Postcard Responder as set forth in subsection 3.5.8 or 3.5.9 or to such Postcard Responder's underlying Toll Violation(s) and any associated Fees/Penalties shall be released.

13. Term of Settlement Agreement. This Agreement, including all obligations herein, shall terminate five (5) years following the Effective Date of the Agreement. The release set forth in Section 12 shall be effective for the duration of five (5) years following the Effective Date of the Agreement, provided that, for the avoidance of doubt this means that, for example, a Settlement Class Member may assert a claim, after five (5) years elapses following the Effective Date, relating to any prospective relief described in this Agreement but that all Released Claims relating to conduct that occurred prior to the Cut Off Date shall be forever released and a claim of a Postcard Responder relating in any way to a reduced compromise amount paid by such Postcard Responder as set forth in subsection 3.5.8 or 3.5.9 or to such Postcard Responder's underlying Toll Violation(s) and any associated Fees/Penalties shall be forever released.

14. No Admission of Liability.

14.1. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with their Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever to any other Party or Person. If this Agreement is terminated or otherwise becomes null and void, the enforceability of this Section 14 shall survive such event.

14.2. This Agreement, acts performed in furtherance of the Agreement or the Settlement set forth herein, and documents executed in furtherance of the Agreement or the Settlement set forth herein, may not be deemed or used as evidence of an admission or other statement supporting (a) the validity of any claim made by the Class Representatives, Settlement

Class Members, or Class Counsel (including the appropriateness of class certification); (b) any wrongdoing or liability of the Releasees; or (c) any fault or omission of the Releasees. For the avoidance of doubt, it is the Parties' intention that the restriction set forth in this Section 14.2 will apply in all courts, administrative agencies, and other proceedings.

14.3. This Agreement shall not be offered or be admissible in evidence against Transurban, or any of its affiliates, or cited or referred to in any action or proceeding, except in an action or proceeding that is in furtherance of its terms or brought to enforce its terms.

14.4. If this Agreement is terminated or otherwise becomes null and void, the Settlement described herein shall have no further force and effect with respect to any Party to the Lawsuit and neither this Agreement nor any statements made in connection with the settlement negotiations leading to this Agreement shall be offered in evidence against Transurban, or any of its respective affiliates, or cited or referred to in the Lawsuit or in any other action or proceeding. If this Agreement is terminated or otherwise becomes null and void, the enforceability of this Section shall survive such event.

15. Miscellaneous Provisions.

15.1. The Class Representatives, individually and as representatives of the Class defined above, expressly waive and disclaim any claim of unconscionability relating to any provision of this Agreement.

15.2. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party

hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

15.3. This Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Virginia, without regard for the effect of Virginia's choice of law principles.

15.4. Nothing in this agreement shall waive the Parties' duties under applicable covenants of good faith and fair dealing, which are expressly acknowledged and agreed to by all Parties.

15.5. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

15.6. Each Person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

15.7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. A scanned, photocopied, or facsimile signature shall be deemed an original for purposes of executing this Agreement.

15.8. The Parties to this Agreement agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the settlement described in this Agreement, provided that nothing in this Agreement should be interpreted to require a Class Representative to support the Settlement set forth in this

Agreement unless such Class Representative concludes that the Settlement is fair, reasonable and adequate.


15.9. In any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by one or another of the Parties.

15.10. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Class Notice.


15.11. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

15.12. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

By: \_\_\_\_\_

  
James J. Pizzirusso  
jpizzirusso@hausfeld.com  
Nathaniel C. Giddings  
ngiddings@hausfeld.com  
**Hausfeld LLP**  
1700 K Street, NW, Suite 650  
Washington, DC 20006  
Telephone: (202) 540-7200  
Facsimile: (202) 540-7201

By: \_\_\_\_\_

  
Jennifer Aument  
President  
*For Defendants Transurban (USA) Inc.  
and Transurban (USA) Operations Inc.*



By: 

William Isaacson  
Wisaacson@bsfllp.com  
Hamish Hume  
hhume@bsfllp.com  
**Boies, Schiller & Flexner LLP**  
5301 Wisconsin Ave, NW, Suite 800  
Washington, DC 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131

By: \_\_\_\_\_

Jeffrey D. Kaliel  
jkaliel@tzlegal.com  
**Tycko & Zavareei LLP**  
2000 L Street, NW, Suite 808  
Washington, DC 20036  
Telephone: (202) 973-0900  
Facsimile: (202) 973-0950

By: \_\_\_\_\_

Bernard Joseph DiMuro  
bdimuro@dimuro.com  
Stephen Lybrook Neal, Jr.  
sneal@dimuro.com  
Miles Jarrad Wright  
mjwright@dimuro.com  
**DiMuro Ginsberg PC**  
1101 King Street, Suite 610  
Alexandria, VA 22314-2956  
Telephone: (703) 684-4333  
Facsimile: (703) 548-3181

*For Named Plaintiffs, on behalf of  
themselves and the proposed Class*

By: \_\_\_\_\_

William Isaacson  
Wisaacson@bsflp.com  
Hamish Hume  
hhume@bsflp.com  
**Boies, Schiller & Flexner LLP**  
5301 Wisconsin Ave, NW, Suite 800  
Washington, DC 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131

By:  \_\_\_\_\_

Jeffrey D. Kalief  
jkalief@tzlegal.com  
**Tycko & Zavareei LLP**  
2000 L Street, NW, Suite 808  
Washington, DC 20036  
Telephone: (202) 973-0900  
Facsimile: (202) 973-0950

By: \_\_\_\_\_

Bernard Joseph DiMuro  
bdimuro@dimuro.com  
Stephen Lybrook Neal, Jr.  
sneal@dimuro.com  
Miles Jarrad Wright  
mjwright@dimuro.com  
**DiMuro Ginsberg PC**  
1101 King Street, Suite 610  
Alexandria, VA 22314-2956  
Telephone: (703) 684-4333  
Facsimile: (703) 548-3181

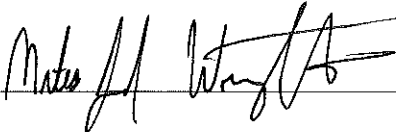
*For Named Plaintiffs, on behalf of  
themselves and the proposed Class*

By: \_\_\_\_\_

William Isaacson  
Wisaacson@bsflp.com  
Hamish Hume  
hhume@bsflp.com  
**Boies, Schiller & Flexner LLP**  
5301 Wisconsin Ave, NW, Suite 800  
Washington, DC 20015  
Telephone: (202) 237-2727  
Facsimile: (202) 237-6131

By: \_\_\_\_\_

Jeffrey D. Kalicl  
jkalicl@tzlegal.com  
**Tycko & Zavareei LLP**  
2000 L Street, NW, Suite 808  
Washington, DC 20036  
Telephone: (202) 973-0900  
Facsimile: (202) 973-0950

By:  \_\_\_\_\_

Bernard Joseph DiMuro  
bdimuro@dimuro.com  
Stephen Lybrook Neal, Jr.  
sneal@dimuro.com  
Miles Jarrad Wright  
mjwright@dimuro.com  
**DiMuro Ginsberg PC**  
1101 King Street, Suite 610  
Alexandria, VA 22314-2956  
Telephone: (703) 684-4333  
Facsimile: (703) 548-3181

*For Named Plaintiffs, on behalf of  
themselves and the proposed Class*

By: Anna M Stanfield  
Anna Stanfield  
Class Representative

By: \_\_\_\_\_

Rachel Amarti  
Class Representative

By: \_\_\_\_\_

Mary Elise Pizarro  
Class Representative

By: \_\_\_\_\_

Jocelyn Chase  
Class Representative

By: \_\_\_\_\_

Anna Stanfield  
Class Representative

By:  \_\_\_\_\_

Rachel Amarti  
Class Representative

By: \_\_\_\_\_

Mary Elise Pizarro  
Class Representative

By: \_\_\_\_\_

Jocelyn Chase  
Class Representative

By: \_\_\_\_\_

Anna Stanfield  
Class Representative

By: \_\_\_\_\_

Rachel Amarti  
Class Representative

By:  \_\_\_\_\_

Mary Elise Pizarro  
Class Representative

By: \_\_\_\_\_

Jocelyn Chase  
Class Representative

By: \_\_\_\_\_

Anna Stanfield  
Class Representative

By: \_\_\_\_\_

Rachel Amarti  
Class Representative

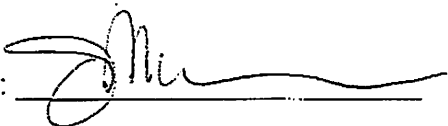
By: \_\_\_\_\_

Mary Elise Pizarro  
Class Representative

By:  \_\_\_\_\_

Jocelyn Chase  
Class Representative

Agreed to by:

By: 

Jo-Ann Brown  
Former Class Representative

By: \_\_\_\_\_

Michele Osborne  
Former Class Representative

By: \_\_\_\_\_

Duane Hale  
Former Class Representative



Agreed to by:

By: \_\_\_\_\_

Jo-Ann Brown  
Former Class Representative

By: Michele J. Osborne

Michele Osborne  
Former Class Representative

By: \_\_\_\_\_

Duane Hale  
Former Class Representative

Agreed to by:

By: \_\_\_\_\_

Jo-Ann Brown  
Former Class Representative

By: \_\_\_\_\_

Michele Osborne  
Former Class Representative

By: Duane Hale / by JJP w/ permission

Duane Hale  
Former Class Representative

**List of Exhibits**

Exhibit A: Website notice regarding E-ZPass account balance warnings

Exhibit B: Website notice regarding requests for FTF

Exhibit C: Envelope design

Exhibit D: Opt-In Website e-mail

Exhibit E: Postcard notice

Exhibit F: Claim Form

Exhibit G: Press Release

Exhibit H: Proposed order granting preliminary approval

Exhibit I: Class Notice

# EXHIBIT A

/violation



CONTACT US →

SIGN IN/REGISTER →

Search



- USING THE EXPRESS LANES
- ROADWAY INFO
- YOUR TRAVEL OPTIONS
- ABOUT
- MISSED A TOLL?
- GOT A LETTER?

## Did We Send You A Letter?

### Contact Us about First-Time Fee Forgiveness or Pay Your Toll Invoice

If you received a toll invoice from the Express Lanes, it means that you either did not use an E-ZPass® or you might have an issue with your E-ZPass account. If you do not pay your outstanding invoice, you will face escalating fines and penalties. **If it's the first time you've received an invoice for unpaid trips, you might be eligible to have all of your fees waived. Contact us immediately to learn more.** You are also not required to do so in writing. Please call our customer service at (xxx) xxx-xxxx if you would prefer to speak to a customer service representative.

To pay or dispute a toll invoice online, please enter your Account Number and Trip Number located on your toll invoice.

Once you enter this information, you can:

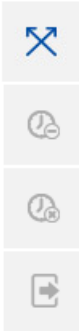
- ▶ Pay the toll amount and administrative fee
- ▶ Dispute an unpaid toll invoice
- ▶ Monitor the status of your dispute
- ▶ Track past invoice payments and dispute history

PAY INVOICE →

To avoid toll invoices, please get an E-ZPass.

[LEARN MORE ABOUT GETTING E-ZPASS »](#)

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.





## Missed A Toll?

### Did you recently travel on the 495 or 95 Express Lanes without an E-ZPass?

If you traveled accidentally without an E-ZPass, you can avoid a toll invoice by paying your toll here through the Missed a Toll process.

In order to avoid a toll notice, you need to pay your toll and the small fee (\$1.50 per trip) before we mail you a toll invoice. Your toll amount will usually be available for payment within 48 hours of your trip and in order to avoid the toll invoice, you must pay via Missed a Toll within 5 days of your first trip without an E-ZPass.

If it has been 5 days since your first trip without an E-ZPass, but you haven't received your toll invoice via mail, you can call (855) 495-9777 to pay your toll and a small fee. If you have received a toll invoice, you should [contact us](#) to see if you qualify for first-time fee forgiveness or you can pay the invoice [here](#).

#### Here's how Missed a Toll Works:

- ▶ Enter your license plate number and state
- ▶ If we have processed your trip(s) you can pay for them right now
- ▶ If we have not yet processed your trip(s) and you want to avoid a toll notice, you can either:
  - A** Leave your email address to be notified when your trip is processed and we have it for you to review and pay.
  - B** Leave your credit card information for an automatic payment when we process your trip.
- ▶ If you traveled in a rental vehicle, please [contact us](#) before using Missed a Toll

#### Get Started

FIND YOUR TRIP(S):

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.



## Dispute a Trip

### Right to Dispute

If you do not agree with the trip(s) on your toll invoice, you have the right to contest the trip(s).

Already have an E-ZPass<sup>®</sup> account but received a letter? [CLICK HERE](#) →

Account No.: 2782916



To dispute a toll, please select the trip(s) you wish to dispute below and provide your contact information along with an explanation of the dispute(s). We will investigate the circumstances of your dispute(s) and provide the results of that investigation by mail or email. We may contact you if further information is required. You are not required to dispute a toll invoice in writing. Please call our customer service at (xxx) xxx-xxxx if you would prefer to speak to a customer service representative.

Please note that disputes will generally only be upheld if you have been incorrectly charged.

Refunds or adjustments will not be issued and you will be required to pay for the trip(s) in full (including administrative fees) in the following scenarios:

- ▶ I accidentally entered and traveled on the Express Lanes
- ▶ There was heavy congestion on the Express Lanes
- ▶ I did not travel with my E-ZPass<sup>®</sup>
- ▶ I accidentally had my E-ZPass<sup>®</sup> Flex<sup>SM</sup> switched to toll mode

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.

### Your Outstanding Toll(s)

Select an invoice to view your trip(s) and select the trips you wish to dispute.

Select	Invoice No.	Due Date	License Plate	Balance Due
<input type="checkbox"/>	1084092	03-06-2016	VA VHK6692	\$76.60
<input type="checkbox"/>	1067039	02-26-2016	VA VHK6692	\$23.50
<input type="checkbox"/>	1063203	02-13-2016	VA VHK6692	\$83.45

### Contact Information and Dispute

<input type="text" value="First Name"/>	<input type="text" value="Street Address"/>	<input type="text" value="Daytime Phone"/>	<input type="text" value="Explanation (800 characters)..."/>	<a href="#">SUBMIT</a> →
<input type="text" value="Last Name"/>	<input type="text" value="Apt/Suite/etc"/>	<input type="text" value="Evening Phone"/>		<a href="#">RESET</a> →
<input type="text" value="Email Address"/>	<input type="text" value="City"/>			
	<input type="text" value="VA"/>	<input type="text" value="Zip Code"/>		

# EXHIBIT B



/violation



CONTACT US →

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Search



- USING THE EXPRESS LANES
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## Did We Send You A Letter?

### Contact Us about First-Time Fee Forgiveness or Pay Your Toll Invoice

If you received a toll invoice from the Express Lanes, it means that you either did not use an E-ZPass® or you might have an issue with your E-ZPass account. If you do not pay your outstanding invoice, you will face escalating fines and penalties. **If it's the first time you've received an invoice for unpaid trips, you might be eligible to have all of your fees waived. Contact us immediately to learn more.** You are also not required to do so in writing. Please call our customer service at (xxx) xxx-xxxx if you would prefer to speak to a customer service representative.

To pay or dispute a toll invoice online, please enter your Account Number and Trip Number located on your toll invoice.

Once you enter this information, you can:

- ▶ Pay the toll amount and administrative fee
- ▶ Dispute an unpaid toll invoice
- ▶ Monitor the status of your dispute
- ▶ Track past invoice payments and dispute history

PAY INVOICE →

To avoid toll invoices, please get an E-ZPass.

[LEARN MORE ABOUT GETTING E-ZPASS »](#)

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.





CONTACT US →

SIGN IN/REGISTER →

Search



- USING THE EXPRESS LANES
- ROADWAY INFO
- YOUR TRAVEL OPTIONS
- ABOUT
- MISSED A TOLL?
- GOT A LETTER?

## Missed A Toll?

### Did you recently travel on the 495 or 95 Express Lanes without an E-ZPass?

If you traveled accidentally without an E-ZPass, you can avoid a toll invoice by paying your toll here through the Missed a Toll process.

In order to avoid a toll notice, you need to pay your toll and the small fee (\$1.50 per trip) before we mail you a toll invoice. Your toll amount will usually be available for payment within 48 hours of your trip and in order to avoid the toll invoice, you must pay via Missed a Toll within 5 days of your first trip without an E-ZPass.

If it has been 5 days since your first trip without an E-ZPass, but you haven't received your toll invoice via mail, you can call (855) 495-9777 to pay your toll and a small fee. If you have received a toll invoice, you should [contact us](#) to see if you qualify for first-time fee forgiveness or you can pay the invoice [here](#).

### Here's how Missed a Toll Works:

- ▶ Enter your license plate number and state
- ▶ If we have processed your trip(s) you can pay for them right now
- ▶ If we have not yet processed your trip(s) and you want to avoid a toll notice, you can either:
  - A** Leave your email address to be notified when your trip is processed and we have it for you to review and pay.
  - B** Leave your credit card information for an automatic payment when we process your trip.
- ▶ If you traveled in a rental vehicle, please [contact us](#) before using Missed a Toll

### Get Started

FIND YOUR TRIP(S):

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.



## Dispute a Trip

### Right to Dispute

If you do not agree with the trip(s) on your toll invoice, you have the right to contest the trip(s).

Already have an E-ZPass<sup>®</sup> account but received a letter? [CLICK HERE](#) →

Account No.: 2782916



To dispute a toll, please select the trip(s) you wish to dispute below and provide your contact information along with an explanation of the dispute(s). We will investigate the circumstances of your dispute(s) and provide the results of that investigation by mail or email. We may contact you if further information is required. You are not required to dispute a toll invoice in writing. Please call our customer service at (xxx) xxx-xxxx if you would prefer to speak to a customer service representative.

Please note that disputes will generally only be upheld if you have been incorrectly charged.

Refunds or adjustments will not be issued and you will be required to pay for the trip(s) in full (including administrative fees) in the following scenarios:

- ▶ I accidentally entered and traveled on the Express Lanes
- ▶ There was heavy congestion on the Express Lanes
- ▶ I did not travel with my E-ZPass<sup>®</sup>
- ▶ I accidentally had my E-ZPass<sup>®</sup> Flex<sup>SM</sup> switched to toll mode

E-ZPass customer? Sign up for low balance account alerts with the E-ZPass agency that issued your account to help avoid future toll invoices. To learn more information about how to sign up for E-ZPass account alerts, contact or visit the website of the E-ZPass agency that issued your E-ZPass account.

### Your Outstanding Toll(s)

Select an invoice to view your trip(s) and select the trips you wish to dispute.

Select	Invoice No.	Due Date	License Plate	Balance Due
<input type="checkbox"/>	1084092	03-06-2016	VA VHK6692	\$76.60
<input type="checkbox"/>	1067039	02-26-2016	VA VHK6692	\$23.50
<input type="checkbox"/>	1063203	02-13-2016	VA VHK6692	\$83.45

### Contact Information and Dispute

<input type="text" value="First Name"/>	<input type="text" value="Street Address"/>	<input type="text" value="Daytime Phone"/>	<input type="text" value="Explanation (800 characters)..."/>	<a href="#">SUBMIT</a> →
<input type="text" value="Last Name"/>	<input type="text" value="Apt/Suite/etc"/>	<input type="text" value="Evening Phone"/>		<a href="#">RESET</a> →
<input type="text" value="Email Address"/>	<input type="text" value="City"/>			
	<input type="text" value="VA"/> <input type="text" value="Zip Code"/>			

# EXHIBIT C



**ExpressLanes**

Transurban (USA) Operations Inc.  
P.O. Box 23530, Alexandria, VA 22304

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
TRANSURBAN

**Important - Notice of Toll Violation  
Open Immediately**

RECEIVED  
MAR 02 2016  
BY: \_\_\_\_\_

RECEIVED  
MAR 02 2016  
BY: \_\_\_\_\_



UTF

22304@0531  
52 CO14



# EXHIBIT D

Subject: Missed Toll on 495 or 95 Express Lanes in Virginia

Hello,

Thank you for signing up on our website to be notified of your missed tolls on the 495 and 95 Express Lanes in Virginia. We have found a missed toll on the Express Lanes for your vehicle which is now available for payment. For this missed toll, you owe an amount of \$XX.XX, which includes your toll and a \$1.50 administrative fee. Please note that this e-mail is generated for each missed toll; you may have additional amounts due for other missed tolls.

This amount must be paid within five days of receiving this email. You can easily pay the amount due on our website at [www.ExpressLanes.com/XXXX](http://www.ExpressLanes.com/XXXX). If your trip does not show as available for payment, if you would like to inquire about other missed tolls, or you experience any other problems, please call us at 1-855-495-9777.

If the amount is not paid within five days, you may be sent an unpaid toll invoice with administrative fees of \$12.50 per missed toll, which may then increase to as much as \$100 per missed toll and ultimately result in substantial additional civil penalties in a court proceeding.

E-ZPass is the best way to pay tolls on the Express Lanes. And it is required. To prevent missed tolls in the future, remember to:

- link the license plate number on your vehicle to your E-ZPass account,
- maintain the E-ZPass account in good standing with sufficient funds, and
- correctly mount your E-ZPass transponder on your vehicle's windshield.

Click [here](#) [hyperlink] to learn more about using E-ZPass on the Express Lanes.

If you have already received an unpaid toll invoice, please call us at 1-855-495-9777. Note that you may be eligible for our First Time Forgiveness Program. (hyperlinked to appropriate FTF web page)

Safe Travels,

The Express Lanes Team

To unsubscribe from future e-mails, click [here](#) [hyperlink to opt out].

# EXHIBIT E



You are receiving this postcard because you may have traveled on the 495 Express Lanes or 95 Express Lanes in Virginia and incurred one or more unpaid toll violations and you may currently owe administrative fees and/or civil penalties associated with these unpaid tolls.

If you are an E-ZPass customer, you may be eligible for a reduced compromise amount to resolve the amount you owe.

If the court approves the settlement in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494, currently pending in the U.S. District for the Eastern District of Virginia, and you are eligible for and pay a reduced compromise amount in accordance with the terms of the settlement, you will also release (or waive) certain legal claims against the defendants in that lawsuit related to unpaid toll violations on the Express Lanes. Please visit [SETTLEMENT WEBSITE] or call [SETTLEMENT ADMINISTRATOR NUMBER] to obtain more information about the scope of this release or the settlement.

To determine your eligibility and/or pay the reduced amount, call Express Lanes at (UNIQUE TOLL-FREE NUMBER)

# EXHIBIT F

BROWN, ET AL. v. TRANSURBAN (USA), INC., ET AL.  
U.S. District Court, Eastern District of Virginia, Case Number 1:15-cv-00494

**CLAIM FORM**

To make a claim in the BROWN, ET AL. v. TRANSURBAN (USA), INC., ET AL. settlement, you must complete and return this Claim Form postmarked no later than [110 days after the last date permitted by District Court for initial mailing of the Class Notice] by U.S. Mail or return this form by fax or e-mail so that is received no later than [same date] to:

[Settlement Administrator Address]

**IMPORTANT: A Person (as defined in the accompanying Class Notice) should only complete and submit one Claim Form; all E-ZPass accounts for the same Person should be included on a single claim form.**

**IMPORTANT: BEFORE FILLING OUT THIS FORM, READ THIS ENTIRE CLAIM FORM AND THE ACCOMPANYING CLASS NOTICE CAREFULLY.**

**THE CLASS NOTICE CONTAINS ADDITIONAL INFORMATION REGARDING YOUR ELIGIBILITY FOR SETTLEMENT BENEFITS, HOW BENEFITS WILL BE CALCULATED AND OTHER IMPORTANT INFORMATION.**

**A. Initial Qualifications**

Answer all three of the following questions by clearly marking “yes” or “no” in the spaces provided:

1. Did you pay \$100 or more in administrative fees and/or civil penalties on or before March 1, 2016 in connection with unpaid toll violation(s) you incurred on the 495 Express Lanes on I-495 in Virginia and/or the 95 Express Lanes on I-95 in Virginia (the Express Lanes are also known as the HOT Lanes)? **YES** \_\_\_ **NO** \_\_\_
2. Did you pay such administrative fees and/or civil penalties in response to one or more collection notices from a debt collector and/or one or more court summons(es) from Transurban or Transurban (USA) Operations Inc.? (Please note that a document titled “Unpaid Toll Invoice” or “Final Toll Invoice” from Express Lanes is not a collection notice from a debt collector or a court summons).  
**YES** \_\_\_ **NO** \_\_\_
3. Did you have one or more E-ZPass account(s) when you incurred the unpaid toll violation(s) that resulted in such administrative fees and/or civil penalties? **YES** \_\_\_ **NO** \_\_\_

If the answer to any of the three prior questions is “no,” then you do not need to complete this form because you are not eligible for a refund check benefit under the settlement.

If the answer to all three prior questions is “yes,” then you can continue to complete the rest of this form as you may potentially be eligible for a refund check benefit under the settlement. For information about how the refund will be calculated, see the response to Question 7 in the accompanying Class Notice (“What does the Settlement provide? What can I get from the Settlement?”).

**BROWN, ET AL. v. TRANSURBAN (USA), INC., ET AL.**  
**U.S. District Court, Eastern District of Virginia, Case Number 1:15-cv-00494**

**B. Amounts Paid**

Please choose only one of the two options below.

**Option 1: USE IF YOU KNOW THE TOTAL AMOUNT OF ELIGIBLE ADMINISTRATIVE FEES AND/OR CIVIL PENALTIES**

On the line below, list the total dollar amount of administrative fees and/or civil penalties you paid on or before March 1, 2016 that meets the criteria set forth in Section A (excluding any tolls and court cost payments):

\_\_\_\_\_

**Option 2: USE IF YOU DO NOT KNOW THE TOTAL AMOUNT OF ELIGIBLE ADMINISTRATIVE FEES AND/OR CIVIL PENALTIES**

If you don't know the amount of administrative fees and/or civil penalties you paid on or before March 1, 2016 that meets the criteria in Section A, leave blank the line under Option 1. The third party Settlement Administrator will calculate your refund based on Transurban's records of the amount you paid that was allocated to administrative fee and civil penalty payments and you waive your ability to contest the accuracy of those records.

**C. Claimant Information**

Provide your contact information and print neatly.

\_\_\_\_\_

First Name

MI

Last Name

\_\_\_\_\_

Current Mailing Address

Apt # / Unit

\_\_\_\_\_

City

State

Zip Code

( ) -

Telephone Number

\_\_\_\_\_

E-mail Address

**If you are not the Person to whom the Class Notice in this matter was addressed, explain in the space below why you, and not the Person to whom the Class Notice was addressed, are the one making this claim.**

**BROWN, ET AL. v. TRANSURBAN (USA), INC., ET AL.**  
**U.S. District Court, Eastern District of Virginia, Case Number 1:15-cv-00494**

**D. E-ZPass and Vehicle Information**

Provide the following information for each vehicle and E-ZPass account used in connection with the unpaid toll violations that resulted in the administrative fees and/or penalties that meet the criteria set forth in Section A and form the basis of your claim.

E-ZPass Transponder Number (located on your windshield mounted E-ZPass device)	Name of State or Other Entity That Issued Your E-ZPass	Vehicle License Plate Number	Name of State that Issued Vehicle License Plate Number

**E. Certification**

You must date, sign, and submit this Claim Form by [110 days after the last date permitted by District Court for initial mailing of the Class Notice] in order to make a valid claim. If submitting by U.S. mail, the envelope must be postmarked by [same date]. If submitting by fax or e-mail, the Claim Form must be received by [same date].

**By signing and submitting this Claim Form, you certify under penalty of perjury that you had one or more E-ZPass account(s) at the time of the unpaid toll violations that form the basis of your claim for a refund and that all of the foregoing information is otherwise true and correct.**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

**PLEASE MAKE A COPY OF YOUR COMPLETED FORM FOR YOUR RECORDS.**

# EXHIBIT G



March 28, 2016

CONTACT:

Mike McGurk, Transurban  
+1 (571) 421 5364

[mmcgurk@transurban.com](mailto:mmcgurk@transurban.com)

James Pizzirusso, Hausfeld LLP  
+1 (202) 540-7200

[jpizzirusso@hausfeld.com](mailto:jpizzirusso@hausfeld.com)

William Isaacson, Boies, Schiller & Flexner LLP  
+1 (202) 237-2727

[wisaacson@bsflp.com](mailto:wisaacson@bsflp.com)

## JOINT PRESS RELEASE:

### Transurban and plaintiffs reach settlement on class action lawsuit

**ALEXANDRIA, VA** –Transurban (USA) Inc., Transurban (USA) Operations Inc., and a proposed class of plaintiffs, led by Hausfeld LLP, Tycko and Zavareei LLP, and Boies, Schiller & Flexner LLP, have reached a proposed settlement in a class action lawsuit regarding the assessment of administrative fees and civil penalties for toll violations in Virginia.

If the proposed settlement is approved by the Court, Transurban will introduce new initiatives to enable customers to sign up for missed toll email alerts and provide Virginia E-ZPass customers additional time (from 5 days to 10 days) to replenish their account to pay a toll missed due to insufficient funds before facing any additional fees. Transurban will also generally wait at least 90 days (currently at least 60 days) before sending violations to debt collection as part of the agreed terms of the settlement.

In addition to the new consumer initiatives reached under the proposed settlement, E-ZPass customers who paid from \$100 to \$300 in administrative fees and/or civil penalties (after their unpaid tolls advanced to debt collection or court) may be entitled to a \$10 refund, and E-ZPass customers who paid more than \$300 in administrative fees and/or civil penalties (after their unpaid tolls advanced to debt collection or court) could be entitled to a refund of 70% of the amount paid in excess of \$300. Eligible customers will need to show that they had an active E-ZPass account at the time of the missed tolls. E-ZPass customers who are eligible for a refund will receive a notice in the mail later this year.

While Transurban is confident that its US enforcement policy is in accordance with Virginia law, the settlement prevents further legal costs and ends any uncertainty created by this matter.

Separate to the legal case, Transurban has made a number of improvements to its enforcement policy and processes to give customers who missed a toll every opportunity to avoid additional fees. Its First-Time Forgiveness program, introduced in 2014, has helped more than 35,000 customers avoid escalated fees and penalties for missed tolls. If the proposed settlement is approved by the Court, Transurban would continue its First-Time Forgiveness program for at least five years as part of the agreed terms of the settlement.

According to Transurban, less than 0.08% of trips on the 95 and 495 Express Lanes in Virginia—or 0.24% of customers—reach the courts and only after tolls have remained unpaid for at least six months despite multiple notifications.

Unlike Australia, in the U.S., Transurban manages the enforcement process.

The parties have issued this joint press release to communicate the settlement terms.

###

# EXHIBIT H



**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

JO-ANN BROWN, *et al.*,

)

)

)

Plaintiffs,

)

)

v.

)

Case No. 1:15-CV-00494-JCC-MSN

)

TRANSURBAN (USA), INC., *et al.*,

)

)

)

Defendants.

)

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT, DIRECTING NOTICE TO THE CLASS, AND SETTING A HEARING  
ON FINAL APPROVAL**

WHEREAS, Named Plaintiffs Anna Stanfield, Rachel Amarti, Mary Elise Pizarro, and Jocelyn Chase (“Named Plaintiffs” or “Class Representatives”), individually and as representatives of a Class defined below, and Defendants Transurban (USA) Inc. and Transurban (USA) Operations Inc. (collectively, “Transurban”) (together with the Named Plaintiffs, the “Parties”) have entered into a Settlement Agreement dated March 28, 2016, which if approved, would resolve this class action;

WHEREAS, the Parties have filed a motion for preliminary approval of the proposed Settlement, and the Court has reviewed and considered the motion, the supporting brief, the supporting declarations, the Settlement Agreement, and all exhibits thereto, including the proposed class notice (the “Notice”), and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

IT IS HEREBY ORDERED that:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.

2. Pursuant to the Settlement Agreement, the Class has been defined as follows:

All Persons who had one or more E-ZPass accounts at the time such Persons incurred one or more alleged Toll Violation(s) on the Express Lanes and paid \$100 or more to Transurban (or one of its affiliates) or LES in Fees/Penalties arising from such alleged Toll Violation(s) that, at the time of payment, were at the Collections Stage or Court Stage, and made such payment any time from the inception of the Express Lanes to the earlier of (a) the date the District Court issues an order granting preliminary approval of the settlement embodied in this Agreement or (b) March 1, 2016 (the “Cut Off Date”), except that the following are excluded: (i) Rental Car Companies; (ii) Other Fleet Owners; and (iii) judges assigned to the Lawsuit.<sup>1</sup>

3. The Court preliminarily approves the proposed Settlement, finding that the terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to warrant dissemination of the Notice of the proposed Settlement. The Court finds that the Settlement Agreement contains no obvious deficiencies and that the Parties entered into the Settlement Agreement in good faith, following arm’s-length negotiation between their respective counsel.

4. The Court appoints Hausfeld LLP, Boies, Schiller & Flexner LLP, Tycko & Zavareei LLP, and DiMuro Ginsberg PC as settlement class counsel and Anna Stanfield, Rachel Amarti, Mary Elise Pizarro, and Jocelyn Chase as class representatives.

5. The Court hereby approves the form and procedures for disseminating notice of the proposed Settlement as set forth in the Settlement Agreement. The Court finds that the

---

<sup>1</sup> For the avoidance of doubt, a Person who paid Fees/Penalties directly to a court is considered to have paid the Fees/Penalties “to Transurban (or one of its affiliates) or LES” for the purposes of this Agreement. For the avoidance of doubt, a Person who paid Transurban or one of its affiliates, and not the Debt Collector, for Unpaid Toll(s) and associated Administrative Fee(s) listed on a TN3 Invoice but who paid such amount(s) after such Unpaid Toll(s) were referred to the Debt Collector is not a Class Member by virtue of such payment.

notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice in full compliance with the requirements of applicable law.

6. As set forth in the Settlement Agreement, Transurban shall bear all costs and expenses in connection with providing notice and administering the proposed Settlement.

7. Any Class Member shall have the right to opt-out of the Class and the Settlement by mailing a written request for exclusion from the Class to the address listed in the Notice postmarked no later than the deadline provided for such exclusion as set forth in the Notice. To be effective, the request for exclusion must: include the Class Member's name, address, telephone number, the license plate number(s) of the vehicle(s) the Class Member used on the Express Lanes, and signature and state the Class Member's desire to "opt-out" or "be excluded from the Settlement" in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.). Any Class Member who does not submit a timely and valid request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

8. Any Class Member who intends to object to final approval of the Settlement, the amount of attorneys' fees and expenses and/or any Service Award to the Class Representatives or Former Class Representatives must mail a letter, postmarked no later than the deadline provided for such objection as set forth in the Notice, to the Court as well as the address listed in the Notice. The letter should state that the Class Member "objects" to the proposed settlement in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.) and explain the basis for the objection. Each objection must also include the Class Member's name, address, telephone number, the license plate number(s) of the vehicle(s) the Class Member used on the Express Lanes, and signature.

9. Any Class Member wishing to speak at the final settlement approval hearing must mail a letter to the Court as well as the address listed in the Notice, postmarked no later than the deadline for such notice of intention to appear set forth in the Notice, stating the Class Member's desire to appear in person, or through Counsel, at the final settlement hearing. The letter should state that it is a "Notice of Intention to Appear in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.)." Such notice of intention to appear must include the Class Member's name, address, telephone number, the license plate number(s) of the vehicle(s) the Class Member used on the Express Lanes, and signature.

10. If, pursuant to Paragraph 4.2 of the Settlement Agreement, the Parties decide that Settlement Class Members will be permitted to submit their claim forms online, the Parties will promptly notify the Court of such. No motion will be necessary.

11. The Court will hold a final settlement approval hearing addressing the final approval of the Settlement Agreement and an award of fees and expenses to Class Counsel, before the undersigned judge at the U.S. District Court, Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314. At the final settlement approval hearing, the Court will consider: (i) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (ii) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (iii) whether Class Counsel's application for attorneys' fees and expenses and the Service Awards should be granted.

12. The following schedule shall govern the class action settlement proceedings:

a. The Settlement Administrator must cause individual notice, substantially in the form attached to the Settlement Agreement as Exhibit I (proposed Notice), to be mailed by

first-class mail to all reasonably identifiable Class Members, on or before sixty (60) days after this Order is issued.

b. Class Members must mail any letter objecting to the proposed Settlement postmarked on or before one-hundred five (105) days after this Order is issued.

c. Class Members must mail any letter electing to exclude themselves from the Class postmarked on or before one-hundred five (105) days after this Order is issued.

d. Class Members wishing to appear at the final settlement approval hearing must mail any letter stating their intent to appear postmarked on or before one-hundred five (105) days after this Order is issued.

e. The Parties shall submit motions for final approval of the proposed Settlement, including any exhibits or attachments thereto, on or before one-hundred nineteen (119) days after this Order is issued.

f. The final settlement approval hearing shall be held on the first Thursday after twenty-one (21) days following the deadline for the Parties to file motions for final approval of the proposed Settlement.

The dates established for items (b), (c), (d) and (f) shall be included in the Notice mailed to Class Members.

13. Named Plaintiffs shall file, on or before one-hundred nineteen (119) days after this Order is issued, a motion for attorneys' fees and expenses and for the issuance of Service Awards. Defendants shall file any responses to the motion within two (2) weeks after the Named Plaintiffs file their motion, and, if necessary, Named Plaintiffs shall file a reply brief in support of their motion within one (1) week after the Defendants' responses are filed.

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Hon. James C. Cacheris  
United States District Judge

# EXHIBIT I

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

JO-ANN BROWN, *et al.*,

Plaintiffs,

v.

TRANSURBAN (USA), INC., *et al.*,

Defendants

No. 1:15-cv-00494

**If you traveled on the 495 Express Lanes or 95 Express Lanes in Virginia with an E-ZPass and paid \$100 or more in administrative fees or civil penalties, and made the payment(s) on or before March 1, 2016, due to unpaid toll violations you may be entitled to a refund check or other benefits:**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A LAWSUIT NOW PENDING IN FEDERAL DISTRICT COURT. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO CLAIM A REFUND OR OTHER BENEFITS.**

**This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and Order of the United States District Court for the Eastern District of Virginia (the “Court”). It is not junk mail, an advertisement, or a solicitation from a lawyer.**

The purpose of this Notice is to inform you of the pending class action lawsuit (the “Lawsuit”) and of a settlement of the Lawsuit with Defendants Transurban (USA) Operations Inc., Transurban (USA) Inc. (collectively, “Transurban”), Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., and Law Enforcement Systems, LLC (“LES”) (“Defendants”). The Lawsuit alleges that Defendants violated the statutory and Constitutional rights of certain drivers on the 495 Express Lanes and the 95 Express Lanes in Virginia by assessing and collecting administrative fees and civil penalties. A settlement has been reached with Transurban. To resolve all claims asserted, Transurban has agreed pay up to \$1,350,000, to pay all notice and administration costs, and to pay attorneys’ fees. Transurban denies that it is liable on any of the claims asserted against it but has agreed to settle to avoid the cost and risk of a trial.

- If the Settlement described below is approved by the Court, certain users of the 495 Express Lanes on I-495 in Virginia or the 95 Express Lanes on I-95 in Virginia (collectively, the “Express Lanes” or “HOT Lanes”) can receive a refund check and other benefits (for more details, see response to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).



- If you previously received a refund for administrative fees or civil penalties that you paid in connection with unpaid toll violations on the Express Lanes, you may still be eligible to receive another refund under the Settlement.
- Your legal rights are affected whether you act or don't act. Please read this entire notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILL OUT A CLAIM FORM</b>	In order to receive a refund if the Settlement is approved, fill out a one-time claim form. (For more details, see Answer to Question 8 below: "How can I participate in the Settlement?") The deadline to submit a claim form is [date].
<b>DO NOTHING</b>	If you do nothing, you may be considered a Class Member, but you will not receive a refund check. In addition, you will lose certain rights to sue the Defendants in the future. (For more details, see Answer to Question 21 below: "What happens if I do nothing at all?")
<b>EXCLUDE YOURSELF</b>	If you exclude yourself, you will receive no refund under the Settlement. This is the only option that allows you to file (or be part of) certain lawsuits against the defendants and/or their affiliates in connection with the legal claims in this case or unpaid toll violations on the Express Lanes. (For more details, see Answer to Question 11 below: "How do I get out of the Settlement?") The deadline to submit an exclusion request is [date].
<b>OBJECT</b>	If you object to the Settlement, you can write to the Court about why you don't like the Settlement. (For more details, see Answer to Question 16 below: "How do I tell the Court that I don't like the Settlement?") The deadline to submit an objection is [date].

These rights and options—and the deadlines to exercise them—are further explained in this notice.

- The Court in charge of this matter still has to decide whether to approve the Settlement. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

**BASIC INFORMATION**.....[PAGE 3]

1. Why did I get this notice?
2. What are these lawsuits about?
3. Why are these lawsuits class actions?
4. Why is there a Settlement?

**WHO IS IN THE SETTLEMENT**.....[PAGE 4]

5. How do I know if I am part of the Settlement?

6. I'm still not sure if I am included.

**THE SETTLEMENT BENEFITS—WHAT YOU GET..... [PAGE 5]**

7. What does the Settlement provide? What can I get from the Settlement?

**HOW YOU CAN PARTICIPATE IN THE SETTLEMENT.....[PAGE 7]**

- 8. How can I participate in the Settlement?
- 9. When would I get my Settlement benefits?
- 10. What am I giving up to stay in the Class and receive a benefit?

**EXCLUDING YOURSELF FROM THE SETTLEMENT.....[PAGE 8]**

- 11. How do I get out of the Settlement?
- 12. If I don't exclude myself, can I sue the defendants for the same thing later?
- 13. If I exclude myself, can I get benefits from this Settlement?

**THE LAWYERS REPRESENTING YOU.....[PAGE 9]**

- 14. Do I have a lawyer in the case?
- 15. How will the lawyers and Class Representatives be paid?

**OBJECTING TO THE SETTLEMENT.....[PAGE 9]**

- 16. How do I tell the Court that I don't like the Settlement?
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**BASIC INFORMATION**

**1. Why did I get this notice?**

You may have paid administrative fees or civil penalties arising from unpaid toll violations on the 495 or 95 Express Lanes. The Court has ordered this notice to be mailed to you because you have a right to know about a proposed Settlement of a class action lawsuit known as *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.) (“Lawsuit”), and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, Transurban will provide benefits agreed to in the Settlement. This notice explains the Lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the Lawsuit is the U.S. District Court for the Eastern District of Virginia (the “Court”). The people who sued are called the Plaintiffs, and the companies they sued, Transurban (USA) Operations Inc., Transurban (USA) Inc. (collectively, “Transurban”), Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., and Law Enforcement Systems, LLC (“LES”), are called the Defendants.

## 2. What is this lawsuit about?

Transurban operates certain toll road lanes on Interstate 495 and Interstate 95 in Virginia, called the 495 Express Lanes and 95 Express Lanes, respectively, and the Express Lanes collectively. Tolls on these lanes are collected via E-ZPass, an electronic toll collection system. When someone does not pay a toll on the Express Lanes, Transurban may charge an administrative fee, which may escalate over time, and Transurban may eventually seek a civil penalty in court. The Lawsuit alleged that the Defendants enforced toll violations on the Express Lanes in an unlawful manner. The Defendants deny the Plaintiffs' allegations.

## 3. Why are these lawsuits class actions?

In a class action, people called "Class Representatives" sue on behalf of other people who have similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## 4. Why is there a Settlement?

Both sides in the Lawsuit agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Transurban and the other Defendants in the Lawsuit from liability. The Settlement does not mean that the Defendants broke any laws and/or did anything wrong, and the Court did not decide which side was right. The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called "Class Counsel") believe that the Settlement is in the best interests of all Class Members.

This Notice summarizes the terms of the Settlement. The Settlement Agreement (along with all the exhibits to the Settlement Agreement) sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. You can review the Settlement Agreement here: [URL posted by Settlement Administrator]

## WHO IS IN THE SETTLEMENT

## 5. How do I know if I am part of the Settlement?

The Court has decided that the Class will include any Person who had one or more E-ZPass accounts at the time such Person incurred one or more alleged Toll Violation(s) on the Express Lanes and paid \$100 or more to Transurban (or one of its affiliates) or LES in Administrative Fees and/or Civil Penalties arising from the alleged Toll Violation(s), that, at the time of payment, were at the Collections Stage or Court Stage, and made such payment at any time from the inception of the Express Lanes to March 1, 2016, except that the following are excluded: (i) Rental Car Companies; (ii) Other Fleet Owners; and (iii) judges assigned to the Lawsuit.

"Person" means any individual natural person, corporation, association, partnership or other entity.

"Toll Violation(s)" means toll(s) that are allegedly incurred and not paid via E-ZPass at the time of travel on the Express Lanes, except that such terms do not refer to toll(s) that are not paid via E-ZPass at the time of travel on the Express Lanes due to a person setting the E-ZPass Flex transponder in a vehicle to "HOV" mode.

“Administrative Fee(s)” means the fee(s) that Transurban and/or the Debt Collector charged pursuant to Virginia Code § 33.2-503(3)(a) or its former version Virginia Code § 33.1-56.3(C)(1).

“Civil Penalty” or “Civil Penalties” means the penalt(ies) Transurban sought pursuant to Virginia Code § 33.2-503(3)(b) or its former version Virginia Code § 33.1-56.3(C)(2).

“Collections Stage” means the time period during the Express Lanes violation process from (and including) the day Transurban forwards an alleged Toll Violation matter to the Debt Collector in connection with one or more alleged Toll Violation(s)/Unpaid Toll(s) on the Express Lanes to (and including) the day before one or more court summons(es) are issued with respect to the alleged Toll Violation(s)/Unpaid Toll(s).

“Court Stage” means the time period during the Express Lanes violation process from (and including) the day one or more court summons(es) are issued with respect to one or more alleged Toll Violation(s)/Unpaid Toll(s).

“Debt Collector” means the entity that issues the notices, referenced herein, during the Collections Stage, as well as the entity that reports Unpaid Toll(s) and associated Administrative Fee(s) to one or more credit reporting agencies. A Debt Collector can include, without limitation, LES or Transurban (or their affiliates).

“Rental Car Company” means any Person who regularly rents or leases motor vehicles to (a) members of a club or other organization operated by the Person, such as, without limitation, Zipcar or (b) the public..

“Other Fleet Owner” means any corporation, association, partnership or other entity that owns five (5) or more motor vehicles that are registered to travel on public roads. For the avoidance of doubt, “Other Fleet Owner” does not include an individual natural person.

**6. I’m still not sure if I am included.**

If you are still not sure whether you are included in this Class, you can receive free help. You can visit the website [Settlement Administrator URL]. You can also call [Settlement Administrator telephone number] and ask questions about the Settlement. Please have your license plate number, E-ZPass account number, and E-ZPass transponder number available during the call.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**7. What does the Settlement provide? What can I get from the Settlement?**

The following information summarizes the Settlement benefits (assuming that the Settlement receives final court approval):

<b>If you ....</b>	<b>The Settlement provides:</b>
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<p>Paid more than \$300 in administrative fees or civil penalties on or before March 1, 2016 arising from Express Lanes toll violations that you incurred while you had an E-ZPass account and that, at the time of payment, were at the Collections Stage or Court Stage</p>	<p>A refund check. The amount of the refund check will be 70% of the amount of such administrative fees or civil penalties you paid that exceeded \$300, except that the refund check will be at least \$10. Any amount of administrative fees or civil penalties that you paid that were already refunded as part of the First-Time Forgiveness Program will not be included in the calculation of the amount of administrative fees or civil penalties over \$300 that you paid.</p> <p>However, the Settlement provides that refund amounts may need to be reduced if an aggregate cap on Settlement funds is reached.</p>
<p>Paid greater than or equal to \$100 and less than or equal to \$300 in administrative fees or civil penalties on or before March 1, 2016 arising from Express Lanes toll violations that you incurred while you had an E-ZPass account and that, at the time of payment, were at the Collections Stage or Court Stage</p>	<p>A refund check. The amount of the refund check will be \$10.</p> <p>However, the Settlement provides that refund amounts may need to be reduced if an aggregate cap on Settlement funds is reached.</p>

**Other Retrospective Relief**

- Transurban will forgive unpaid tolls and associated administrative fees that are outstanding and unpaid at the Collections Stage and are aged more than twelve months as of March 1, 2016.
- To the extent that these unpaid tolls and associated administrative fees were previously reported to credit reporting agencies, they now will be reported as resolved in full to the credit reporting agencies.

**Prospective Relief (For Five Years Following the Effective Date of the Settlement) – Including Codification of Certain Current Practices**

- The Virginia Department of Transportation (“VDOT”) has agreed to send an e-mail to Virginia E-ZPass customers who provide a valid e-mail address to VDOT and fail to pay a toll due to insufficient funds in their E-ZPass account. The e-mail will remind customers to promptly bring their E-ZPass account into good standing. Working together, Transurban and VDOT will give each such customer five days to bring their E-ZPass account into good standing. If the customer does this, the missed toll will automatically be charged to the customer’s E-ZPass account and the customer will incur no further liability for the missed toll. Transurban will request that certain nearby states implement similar programs.

- Transurban will establish a website where Express Lanes users can opt in to receive an e-mail from Transurban when they fail to pay a toll. Transurban will allow five days after the e-mail is sent for the user to pay the amount of the toll and a reduced administrative fee of \$1.50 per missed toll.
- Certain first-time violators who are E-ZPass customers will be eligible for a waiver of administrative fees within 90 days after their first violation. This is called First-Time Forgiveness.
- First-Time Forgiveness need not be requested in writing.
- First-Time Forgiveness eligibility will be renewed on a yearly basis.
- Transurban will expand its website content regarding signing up with E-ZPass for account balance warnings and the fact that First-Time Forgiveness need not be requested in writing.
- Transurban will consult with Class Counsel on a new envelope design for its unpaid toll invoices.
- Except when an unpaid toll invoice is returned to Transurban as undeliverable by the U.S. Postal Service with no forwarding address, toll violations will not be forwarded to debt collection for at least 90 days.
- Transurban will send Express Lanes users to debt collection if one of Transurban's unpaid toll invoices is returned as undeliverable by the U.S. Postal Service with no forwarding address. If the Debt Collector subsequently locates a first-time violator who is an E-ZPass customer, that person may be eligible for a waiver of administrative fees within 30 days after the first notice sent by the Debt Collector.
- The Debt Collector will report a toll violation to credit reporting agencies only if the Debt Collector is unsuccessful in collecting the unpaid tolls and administrative fees for 60 days.
- Debts previously reported to credit reporting agencies will be reported as resolved in full to credit reporting agencies if First-Time Forgiveness is applied to those debts.
- Transurban will issue a court summons for a toll violation only if the Debt Collector has issued three notices to the person with respect to that toll violation, except when the person requests that the Debt Collector not contact them.
- Transurban will not issue a court summons if more than one year has passed since a toll violation, except if a statutory change permits a longer time.
- Certain first-time violators who are E-ZPass customers will be eligible to pay a reduced compromise amount for their toll violations at the Collections Stage. The request for First-Time Forgiveness applicable to the Collections Stage need not be made in writing, and payment of the compromise amount will result in forgiveness of toll violations that, at the time of payment, are at earlier stages in the collection process. Debts previously reported to credit reporting agencies will be reported as resolved in full to credit reporting agencies when First-Time Forgiveness applicable to the Collections Stage is applied to those debts.
- Certain first-time violators who are E-ZPass customers will be eligible to pay a reduced compromise amount for their toll violations at the Court Stage at least three days before their

court date. The request for First-Time Forgiveness applicable to the Court Stage need not be made in writing, and payment of the compromise amount will result in forgiveness of toll violations that, at the time of payment, are at earlier stages in the collection process. Debts previously reported to credit reporting agencies will be reported as resolved in full to credit reporting agencies when First-Time Forgiveness applicable to the Court Stage is applied to those debts.

- Transurban will send postcards to certain Express Lanes users with outstanding amounts at the Collections Stage or Court Stage to inform them of the availability of First-Time Forgiveness at the Collections Stage and Court Stage.
- Certain first-time violators will not be required to pay more than \$2,200 in administrative fees and civil penalties for unpaid toll violations.

## **HOW YOU CAN PARTICIPATE IN THE SETTLEMENT**

### **8. How can I participate in the Settlement?**

If you wish to receive a refund under this Settlement, you will be required to submit a claim form (which is enclosed) by [110 days after the deadline for date that class notice must be mailed.].

### **9. When would I get my Settlement benefits?**

The Court plans to hold a hearing on [DATE], at [TIME] to decide whether to approve this Settlement. If the Court approves the Settlement, there may be appeals afterwards. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. The Effective Date of the Settlement is after final approval and after any appeals have been resolved. You may continue to check on the progress of the Settlement by visiting the following website [settlement administrator URL] or calling [settlement administrator NUMBER].

### **10. What am I giving up to stay in the Class and receive a benefit?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Transurban (USA) Operations Inc., Transurban (USA) Inc., Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., Law Enforcement Systems, LLC, or any other related entity about certain legal issues in this case or certain unpaid toll violations on the Express Lanes. With respect to payments made on or before March 1, 2016 for toll violations, you will forever release such claims. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) personal injury; (ii) damage to tangible property; (iii) any and all claims that pertain to anything other than the Lawsuit or unpaid toll violations on the Express Lanes; (iv) any and all claims for retrospective relief related to unpaid toll violations incurred after March 1, 2016 on the Express Lanes with an exception for those who receive a postcard (described above) and pay a reduced compromise amount; or (v) claims for prospective relief that are asserted more than five years after the Effective Date of the Settlement.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to participate in this Settlement, but you want to keep the right to sue or continue to sue Transurban or the other Defendants, on your own, about the legal issues in this case or unpaid toll

violations on the Express Lanes, then you must take steps to get out. This is called “excluding” yourself—or it is sometimes referred to as “opting out” of the Class.

## 11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to “opt-out” or “be excluded from the Settlement.” Be sure to include your name, address, telephone number, your signature, the license plate number(s) of the vehicle(s) you used on the Express Lanes, and refer to the case as *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.). You must mail your exclusion request to the following address postmarked no later than [OPT OUT DEADLINE]:

### To Settlement Administrator:

[Name]  
[Address]

You can’t exclude yourself on the phone or by e-mail.

If you ask to be excluded, you will not qualify for any refund permitted by the Settlement, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Transurban or the other Defendants.

## 12. If I don’t exclude myself, can I sue the defendants for the same thing later?

Unless you exclude yourself, you give up the right to sue Transurban (USA) Operations Inc., Transurban (USA) Inc., Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., Law Enforcement Systems, LLC, or any other related entity for the claims that this Settlement releases. For more details, see the answer to Question 10.

If you have a pending lawsuit against Transurban (USA) Operations Inc., Transurban (USA) Inc., Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., Law Enforcement Systems, LLC, or any other related entity, speak to your lawyer who represents you in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal claims that this Settlement releases. Remember, the exclusion deadline is [OPT OUT DEADLINE].

## 13. If I exclude myself, can I get benefits from this Settlement?

If you exclude yourself, you will not be eligible for any refund permitted by the Settlement. But you will not be prohibited by this Settlement from suing, continuing to sue, or being part of a different lawsuit against Transurban (USA) Operations Inc., Transurban (USA) Inc., Capital Beltway Express LLC, 95 Express Lanes LLC, Faneuil, Inc., or Law Enforcement Systems, LLC concerning the legal issues in this case or unpaid toll violations on the Express Lanes.

## THE LAWYERS REPRESENTING YOU

## 14. Do I have a lawyer in the case?



The Class Representatives have asked the Court to appoint their lawyers (from the law firms of Hausfeld LLP, Boies, Schiller & Flexner LLP, Tycko & Zavareei LLP, and DiMuro Ginsberg PC) as Class Counsel to represent you and the Class. Together, the lawyers are called Class Counsel. The Court has granted that request. You will not be charged for any fees or costs for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers and Class Representatives be paid?**

Class Counsel will ask the Court for attorneys’ fees and expenses of no more than \$\_\_\_\_\_ and Service Awards to the former and current Class Representatives of no more than \$\_\_\_\_\_ collectively. The Court may award less than these amounts. You can obtain updated information about the requests for attorneys’ fees and costs and the Service Awards by visiting [URL of settlement administrator]. Transurban will separately pay the attorneys’ fees and expenses that the Court awards. Transurban will also separately pay the costs to administer the Settlement. And Transurban will also separately pay the Service Awards that the Court awards. The payment of settlement administration costs, attorneys’ fees and expenses, and the Service Awards will not diminish (or be taken from) the funds available to Class Members for refunds.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don’t agree with the Settlement or some part of it.

**16. How do I tell the Court that I don’t like the Settlement?**

If you stay in the Class, you can object to the Settlement if you don’t like it. Keep in mind that the Court can only approve or deny the Settlement. The Court cannot order that the parties agree to a different settlement. If the Court denies approval, no Settlement benefits will be available at this time and the lawsuit will continue. If you stay in the Class, you can also object to the attorneys’ fees and expenses and/or the Service Awards. You should give reasons why you think the Court should not approve the Settlement, the attorneys’ fees and expenses, or the Service Awards. The Court will consider your views. To object, you must mail a letter saying that you “object” to the Settlement, attorneys’ fees and expenses, or the Service Awards in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.). Be sure to include your name, address, telephone number, your signature, the license plate number(s) of the vehicle(s) you used on the Express Lanes, and the reasons you object to the Settlement, the attorneys’ fees and expenses, or the Service Awards. Mail the objection to these two different places postmarked no later than [OBJECTION DEADLINE]:

<b>To the Court:</b>	<b>To Settlement Administrator:</b>
Clerk of Court U.S. District Court, Eastern District of Virginia Albert V. Bryan U.S. Courthouse 401 Courthouse Square Alexandria, VA 22314	[Name] [Address]

**17. What’s the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object 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 don't have to.

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

The Court will hold a Final Settlement Approval Hearing on [DATE], at [TIME] before the Hon. James Cacheris in the U.S. District Court for the Eastern District of Virginia, Alexandria Division, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314, to 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 asked to speak at the hearing. The Court may also decide how much Class Counsel and the Class Representatives should be paid. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take. The hearing may be rescheduled without further notice to you. Updated scheduling information is available in person at the office of the Clerk of Court at the above address during regular business hours or from the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.vaed.uscourts.gov>. You can also visit [URL of Settlement Administrator].

### 19. Do I have to come to the hearing?

You do not have to come to the hearing. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't 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's not necessary.

### 20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Settlement Approval Hearing. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If, in addition to submitting a written objection, you do wish to speak at the Final Settlement Approval Hearing, you must mail a letter saying that it is your "Notice of Intention to Appear in *Brown, et al. v. Transurban (USA), Inc., et al.*, No. 1:15-cv-00494 (E.D. Va.)." Be sure to include your name, address, telephone number, the license plate number(s) of the vehicle(s) you used on the Express Lanes, and your signature. Your Notice of Intention to Appear must be postmarked no later than [Deadline Date], and be sent to the Clerk of the Court and the Settlement Administrator at the addresses listed in the response to Question 16 above. You can retain your own attorney to speak on your behalf, but you will be responsible for paying that attorney. You cannot speak at the hearing if you exclude yourself.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you do nothing, you will remain in the Class, but you will not be eligible for the refunds permitted by the Settlement. In order to receive a refund (assuming that the Settlement is approved by the Court), you must submit a timely and valid Claim Form.

If you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Transurban or the other Defendants about the legal issues in this case or unpaid toll violations on the Express Lanes except as provided in the answer to Question 10.

## GETTING MORE INFORMATION

### 22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by downloading a copy online by visiting [URL] or requesting a copy by calling [NUMBER]. You can also request a copy by writing to the Settlement Administrator at the address listed in the response to Question 16 above.

### 23. How do I get more information?

You can obtain more information by visiting the website at [URL] where you will find answers to common questions about the Settlement. If the website does not contain the information you are looking for, you can also call toll-free at [NUMBER].

**Other than a request to review the Court's files at the Clerk of the Court's Office, please do not contact the Clerk of the Court or the Judge with questions.**

BY ORDER OF:

Hon. James C. Cacheris  
U.S. District Court for the  
Eastern District of Virginia