

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jackson County, Missouri v. Trinity Industries, Inc., and Trinity Highway Products, LLC

If you have or had Trinity ET Plus guardrail end terminals with 4-inch wide feeder chutes installed on roadways you own and maintain, you may be included in a proposed class action settlement. Please read this Notice carefully.

You have been sent this Notice of Proposed Class Action Settlement (the “Notice”) because you might be a Class Member in the class action lawsuit captioned *Jackson County, Missouri, et al. v. Trinity Industries, Inc., et al.*, pending in the Circuit Court of Jackson County, Missouri, Case No. 1516-CV23684 (“the Court”). The Court approved this notice.

If you have removed an undamaged ET Plus guardrail end terminal with 4-inch wide feeder chutes from roadways you own and maintain, or you have an undamaged ET Plus guardrail end terminal with 4-inch wide feeder chutes installed on roadways you own and maintain, then you may be entitled to monetary and in-kind benefits afforded under the proposed class action settlement.

The enclosed Notice explains your legal rights.

Please read the Notice carefully as your legal rights may be impacted.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

**A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.
THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.**

A proposed settlement has been reached in this case between Class Representative Jackson County, Missouri and Defendants Trinity Industries, Inc., and Trinity Highway Products, LLC (collectively referred to throughout this Notice as “Trinity”) to resolve a class action alleging that the ET Plus guardrail end terminal with 4-inch wide feeder chutes manufactured and sold by Trinity Highway Products, LLC (referred to throughout this Notice as “4-inch ET Plus”) was defectively designed and unreasonably dangerous. Trinity denies these allegations. The Court has preliminarily approved the settlement and authorized this Notice to Class Members.

The proposed settlement provides for both monetary relief if you previously replaced an undamaged 4-inch ET Plus on roads you own and maintain and materials and money to replace existing, undamaged 4-inch ET Pluses that are on roads you own and maintain, subject to the terms and conditions set forth in the proposed settlement. This Notice explains your rights and options under the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM AFTER THE SETTLEMENT IS APPROVED	<p>The only way to get payment and in-kind relief.</p> <p>If you are a Class Member and you submit a valid and timely claim form, you may be, subject to the terms and conditions set forth in the proposed settlement, entitled to monetary relief for the removal and replacement of undamaged 4-inch ET Plus devices that you have already removed and replaced, before February 18, 2022, on roads you own and maintain; the cost of locating undamaged 4-inch ET Plus devices on roads you own and maintain; a free MASH Type A tangent End Terminal for each undamaged 4-inch ET Plus existing, on or after February 18, 2022, on roads you own and maintain, and that you elect to replace; and a flat \$1,700 payment for each undamaged 4-inch ET Plus existing, on or after February 18, 2022, on roads you own and maintain, and that you elect to replace during the period set forth by this settlement.</p>
OBJECT	<p>Write to the Court about why you don’t like the settlement.</p> <p>If you file an objection, you may also be heard at the court hearing held to determine the fairness of the settlement.</p>
DO NOTHING	<p>Get no payment. Give up rights.</p> <p>By doing nothing, you will not receive any compensation made available through the proposed settlement. You will still give up your right to sue Trinity for claims released under the settlement.</p>

BASIC INFORMATION

1. Why did I get this Notice?

You are either: a Missouri county with a population of 10,000 or more persons as determined by the Missouri Census Data Center as of July 1, 2014; the independent city, the City of St. Louis; or the State of Missouri’s transportation authority. The Court decided to allow a class action lawsuit to proceed against Trinity related to whether the 4-inch ET Plus devices that Trinity Highway Products, LLC manufactured and sold are defective. Trinity denies these allegations. You were previously sent a notice advising you of class certification and your right to exclude yourself from the litigation in or around June and July of 2019.

Class Representative Jackson County (on behalf of itself and the certified class) has reached a settlement with Defendants. The details of the proposed settlement—including how you can obtain monetary and in-kind relief—are described in this Notice.

Questions? Visit www.TrinityETPlusSettlement.com, or call 844-332-6770, or email info@trinityetplussettlement.com

2. What is this lawsuit about?

This lawsuit is about whether the 4-inch ET Plus was defective and unreasonably dangerous. Plaintiff sought the cost of removing and replacing these devices from all roads owned and maintained by Class Members. Trinity denies these allegations. You can read Plaintiff's Class Action Complaint at www.TrinityETPlusSettlement.com.

THE SETTLEMENT BENEFITS

3. What benefits are available to Class Members under the settlement?

There are three types of relief available under the proposed settlement, all of which are subject to the terms and conditions of the proposed settlement.

Included with this Notice is a copy of the Settlement Agreement. You can read more about the specific types of relief available and how to claim them in the Agreement.

Reimbursement for Prior ET Plus Replacement: Trinity Industries, Inc. will pay \$3,500,000 to reimburse Class Members for the costs incurred removing and replacing, before February 18, 2022, undamaged 4-inch ET Plus devices from roads owned and maintained by the respective Class Members. Class Members may submit a claim and, if approved, recover monetary relief based on the cost of undamaged 4-inch ET Plus devices the Class Member previously removed and replaced.

Reimbursement for Cost of Locating ET Plus Devices: Trinity Industries, Inc. will pay \$2,500,000 to reimburse Class Members for the cost of locating and identifying undamaged 4-inch ET Plus devices on roads owned and maintained by the respective Class Members. Class Members may submit a claim and, if approved, receive monetary relief based on the cost of locating undamaged 4-inch ET Plus devices on roads owned and maintained by the Class Member.

Replace ET Plus Devices: During the six-year period following the date of the Final Judgment, Class Members will be able to make a claim for the replacement of any undamaged 4-inch ET Plus existing on roads, on or after February 18, 2022, owned and maintained by the Class Members. For each eligible, undamaged 4-inch ET Plus a Class Member identifies and obtains approval for, Trinity Industries, Inc. will provide, or pay for others to provide, one SoftStop end terminal or other Missouri Department of Transportation-approved Type A MASH tangent end terminal (at Trinity Industries, Inc.'s option) at no charge to the Class Member. For each eligible undamaged 4-inch ET Plus a Class Member identifies and obtains approval for, the Class Member will be entitled to \$1,700 from the Qualified Settlement Fund toward the costs associated with removal and replacement of the 4-inch ET Plus. Class Members may submit as many claims as necessary during the six year period.

OBTAINING SETTLEMENT BENEFITS

4. Do I have to do anything right now to obtain settlement benefits?

No. You do not have to do anything right now to collect your Settlement benefits. If the Court approves the settlement, you will receive a Claim Notice and Claim Form in the mail that you can submit to obtain your settlement benefits.

5. After the Settlement is approved, how do I obtain settlement benefits?

Once the Court approves the settlement, you will receive a Claim Notice and Claim Form in the mail. After you receive the Claim Notice, you will be able to submit the Claim Form by mail or electronically to recover the different types of benefits available under the Settlement.

6. How do I submit a claim for reimbursement of ET Pluses already replaced?

Once the Court approves the settlement, you will receive a Claim Notice and Claim Form in the mail. After you receive the Claim Notice, you will be able to submit the Claim Form by mail or electronically. If your claim is approved, you will, subject to the terms and conditions of the proposed settlement, recover amounts you previously spent to remove and replace undamaged 4-inch ET Plus devices from roads you owned and maintained.

\$3,500,000 has been allocated to reimburse Class Members for costs they have incurred to previously remove and replace undamaged 4-inch ET Plus devices. Class Members will be able to submit claims for a one-year period following the Final Judgment. Claims will be paid on a quarterly basis until the expiration of the one-year period or until the funds are exhausted, whichever is earlier.

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The process for submitting a claim will be explained in the Claim Notice and Claim Form. But generally speaking, Class Members will be able to submit a Claim Form or letter describing the number of undamaged 4-inch ET Plus devices the Class Member replaced, when, where, and the cost to do so. Valid claims must be supported by reasonable supporting documentation showing the number of undamaged 4-inch ET Plus devices replaced, when they were replaced, where they were replaced, and the costs of removal and replacement.

Reasonable supporting documents include any documents sufficient to show the removal and replacement of an undamaged 4-inch ET Plus device, and the date, location, and cost of removal and replacement. These documents include, but are not limited to, contracts, bid documents, invoices, payments, change orders, and other project documents. These documents can also be accompanied by an attestation from the Class Member explaining the documentation submitted with the Claim Form and the basis for the claim. Subject to the terms and conditions of the proposed settlement, the Settlement Administrator will approve any claim from a Class Member for the cost of removal and replacement that reasonably establishes that one or more undamaged 4-inch ET Plus devices were removed and replaced, on or before February 18, 2022, from roads owned and maintained by a Class Member and the location, date, and cost of each such removal and replacement. The costs eligible for reimbursement include costs reasonably related to the removal and replacement of an undamaged 4-inch ET Plus and charged by, and paid to, the contractor or entity removing and replacing the 4-inch ET Plus. These costs include, but are not limited to, locating the previously removed 4-inch ET Plus, the replacement end terminal, the removal and disposal of the 4-inch ET Plus, traffic control, as well as guardrail, transition sections, and grading for the replacement guardrail end terminal system and other costs that are reasonably related to the removal and replacement of an undamaged 4-inch ET Plus. The full claims process is explained in the Settlement Agreement, which is included in this Notice. In the event claims are submitted in excess of the \$3,500,000, the Settlement Agreement explains how claims will be prioritized and treated.

7. How do I submit a claim for the cost of locating 4-inch ET Plus devices on my roads?

Once the Court approves the settlement, you will receive a Claim Notice and Claim Form in the mail. After you receive the Claim Notice, you will be able to submit the Claim Form by mail or electronically for reimbursement of the cost of locating undamaged 4-inch ET Plus devices on your roads.

\$2,500,000 has been allocated to reimburse Class Members for the cost of locating undamaged 4-inch ET Plus devices on roads owned and maintained by Class Members. Class Members will be able to submit claims for a 90-day period following the Final Judgment. Claims will be paid following the 90-day claim period.

The process for submitting a claim will be explained in the Claim Notice and Claim Form. But generally speaking, Class Members will be able to submit a Claim Form or letter explaining the claimed cost of locating undamaged 4-inch ET Plus devices on roads owned and maintained by the Class Member. Class Members must submit with their Claim Form (or equivalent letter) reasonable documentation supporting the Class Member's claimed cost of locating undamaged 4-inch ET Plus devices on roads owned and maintained by the Class Member.

Reasonable supporting documentation includes any documents establishing the projected reasonable cost of locating 4-inch ET Plus devices on roads owned and maintained by the Class Member. These documents include, but are not limited to, contracts for a survey or scan of Class Member roads, bid documents, invoices, payments, change orders, and other project documents. These documents can also be accompanied by an attestation from the Class Member explaining the Class Member's good faith estimate of the cost to locate 4-inch ET Plus devices on roads owned and maintained by the Class Member. Subject to the terms and conditions of the proposed settlement, the Settlement Administrator will approve any claim from a Class Member under this Section that reasonably establishes the reasonable projected costs of locating 4-inch ET Plus devices on roads owned and maintained by the Class Member, although this does not preclude the Settlement Administrator, subject to Court oversight, from auditing any such request for accuracy and reasonableness.

The full claims process is explained in the Settlement Agreement, which is included with this Notice. In the event claims are submitted in excess of the \$2,500,000, the Settlement Agreement explains how claims will be prioritized and treated.

8. How do I submit a claim for replacing 4-inch ET Plus devices on my roads?

Once the Court approves the settlement, you will receive a Claim Notice and Claim Form in the mail. After you receive the Claim Notice, you will be able to submit the Claim Form by mail or electronically. Subject to the terms and conditions of the proposed settlement, approved claims will receive a free SoftStop end terminal or other MoDOT-approved Type A MASH tangent end terminal (at Trinity Industries, Inc.'s option) plus a flat payment of \$1,700 toward the cost associated with removal and replacement of each undamaged 4-inch ET Plus on your roads as of February 18, 2022 that you replace.

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As many claims as necessary may be submitted throughout a six-year period following the date of the Final Judgment. Class Members must use the Claim Form, which shall contain the signature of a person authorized to bind the submitting Class Member, certifying the truth of the information contained in the Claim Form and the accompanying documentation. In addition, Class Members must submit with their Claim Form reasonable supporting documentation showing that the Class Member has identified and replaced, or will promptly replace, an undamaged 4-inch ET Plus on roads owned and maintained by the Class Member. With respect to the removed 4-inch ET Plus, the Class Member may either (1) attest that the removed 4-inch ET Plus will not be installed on any roads owned and maintained by the Class Member and that it will not be resold for installation or (2) that it will be sold for scrap metal. Alternatively, Trinity, at its option and expense, may arrange for the removed 4-inch ET Plus to be destroyed. However, Trinity must exercise this right within 30 days of the final approval of a Class Member claim and then promptly work with the Class Member to collect the removed 4-inch ET Plus at no cost to the Class Member.

Claims will be paid and the new end terminal will be ordered within 30 days of receipt of each report from the Settlement Administrator, identifying approved claims as described in the settlement agreement. Factors outside of Trinity's control, including supply or shipping constraints, may delay shipment or delivery of the new end terminal.

The full claims process is explained in the Settlement Agreement, which is included with this Notice.

9. What happens if I do not submit a claim?

If any Class Member does not submit a claim as described in the Settlement Agreement, the Class Member will not recover anything from this settlement. But the Class Member will still be bound by the settlement.

10. What am I giving up to get a payment?

Nothing. Because this Court previously certified this case as a class action and granted an opportunity to exclude yourself, all Class Members are part of the settlement. If you are a Class Member, you should submit a claim and obtain the benefits to which you are entitled. If you don't, you will still release your claims but will not receive any of the benefits.

11. What claims are being released by the settlement?

As part of the Settlement, Class Members are completely and forever discharging and releasing any and all claims that were or could have been asserted against the Released Entities based on the facts alleged in the Plaintiff's Class Action Petition, which you can review on the settlement website at www.TrinityETPlusSettlement.com. This includes claims against Trinity for the cost of removing and replacing 4-inch ET Plus devices. However, the release does **not** include any claims arising out of personal injury or wrongful death claims or lawsuits against any Class Member. "Released Entities" means Defendants Trinity Industries, Inc. and Trinity Highway Products, LLC, including their past, present and future direct or indirect parent companies, affiliate companies, subsidiary companies, assigns, and successor entities and each of their affiliates, and the past, present and future direct or indirect officers, directors, shareholders, employees, predecessors, parents, subsidiaries, insurers, agents, attorneys, assigns, affiliates, stockholders, owners, controlling persons, members, managers, contractors, licensors, licensees, dealers, patent holders, manufacturers, servants, successors, trustees, representatives, heirs, executors, and assigns of all of the foregoing people and entities.

THE CLASS DEFINITION

12. How do I know if I am a Class Member?

The Class includes: All Missouri counties with populations of 10,000 or more persons as determined by the Missouri Census Data Center as of July 1, 2014, including the independent city, the City of St. Louis, and the State of Missouri's transportation authority, that have or had ET-Plus guardrail end terminal systems with 4-inch wide feeder chutes installed on roadways they own and maintain. You are receiving this notice because you have been identified as either: a Missouri county with a population of 10,000 or more persons as determined by the Missouri Census Data Center as of July 1, 2014; the independent city, the City of St. Louis; or the State of Missouri's transportation authority. You are part of this Class if you are among those specified groups and have or had ET-Plus guardrail end terminals with 4-inch wide feeder chutes installed on roadways you own and maintain.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel” to represent all the members of the Class:

Patrick J. Stueve
Bradley T. Wilders
Alexander T. Ricke
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64113

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may be represented by your own lawyer. For example, you can ask your own lawyer to appear on your behalf in Court if you want someone other than Class Counsel to speak for you. However, you will be responsible for any fees which that lawyer may charge for representing you.

15. How will the lawyers be paid?

This case has been pending since 2015 and the lawyers representing the Plaintiff and the Class have not been paid anything for their time. Nor have they been reimbursed for the expenses advanced on behalf of Class Members. After Class Counsel negotiated this settlement on behalf of the Class, Class Counsel and Trinity separately negotiated a reasonable attorneys’ fee and reimbursement of advanced expenses. Trinity has agreed to pay Class Counsel’s attorneys’ fees and expenses in the aggregate amount of \$11,400,000. This amount must be approved by the Court. Importantly, the amounts paid to Class Counsel are separate from and in addition to the amounts going to Class Members. Any amount awarded will not reduce the benefits available to the Class described above.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court I do not like the Settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to:

Trinity ET Plus Settlement
P.O. Box 2002
Chanhassen, MN 55317-2002

Your objection must provide the following information: (1) identification of the Class Member and reasonable supporting documentation evidencing the objector’s right to act on behalf of the Class Member, including proof that objector is a Class Member; (2) identification of any counsel representing the objecting Class Member; (3) the factual and legal basis for the objection; and (4) a statement of whether the Class Member plans to appear in person at the final fairness hearing.

Any objections must be postmarked or received by the Settlement Administrator no later than July 28, 2022. Any objection that is not postmarked on or before July 28, 2022 or does not comply with the requirements above will be considered untimely and invalid and will not be considered by the Court.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 9:00 a.m. on August 30, 2022, in the Circuit Court of Jackson County, Missouri at Independence, 308 West Kansas, Independence, MO 64050 in Division 2. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Garrett will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. The Court

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may also decide how much to pay the Class Representative as a service award for prosecuting this case on behalf of the Class. Jackson County, as the Class Representative, may seek a \$50,000 or less service award based on its role in bringing this result about for the Class. Defendants have agreed not to object to the Class Representative's request for a service award up to \$50,000. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions Judge Garrett may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your valid, written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

19. May I speak at the Final Fairness Hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in *Jackson County, Missouri et al. v. Trinity Industries, Inc., et al.*, Case No. 1516-CV23684. Be sure to include your name and address, and your signature. Your Notice of Intention to Appear must be postmarked no later than July 28, 2022, and be sent to the Settlement Administrator at the following address:

Trinity ET Plus Settlement
P.O. Box 2002
Chanhassen, MN 55317-2002

DOING NOTHING

20. What happens if I do nothing at all?

You do not have to do anything in response to this Notice right now. However, to obtain the settlement benefits described above, you must submit a claim in response to the Claim Notice after the settlement is granted final approval. You will receive a Claim Notice and Claim Form in the mail after the settlement is granted final approval. If you do nothing in response to the Claim Notice and Claim Form, you will receive nothing from this Settlement. However, you will remain bound by the terms of the Settlement.

GETTING MORE INFORMATION

21. Are there more details available?

Visit the website, www.TrinityETPlusSettlement.com, where you will find other documents relevant to the Settlement. Updates regarding the case will also be available on the settlement website.

You may also contact the Settlement Administrator at:

Trinity ET Plus Settlement
P.O. Box 2002
Chanhassen, MN 55317-2002
844-332-6770
info@trinityetplussettlement.com

You may also contact Class Counsel:

Patrick J. Stueve
Bradley T. Wilders
Alexander T. Ricke
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64113
TrinityETPlusSettlement@stuevesiegel.com
888-756-6492

PLEASE DO NOT CONTACT THE COURT

Questions? Visit www.TrinityETPlusSettlement.com, or call 844-332-6770, or email info@trinityetplussettlement.com