

NOTICE OF CLASS ACTION SETTLEMENT

SUBMIT YOUR CLAIM FOR MONETARY AND IN-KIND BENEFITS

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 able to submit a claim for monetary and in-kind benefits. You must submit a claim to recover.

You have been sent this Notice of Class Action Settlement (the “Notice”) because you might be a Class Member and entitled to relief from the class action settlement reached in *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”).

This Notice explains how you submit a claim to recover the monetary and in-kind relief available. The Settlement provides money for Class Members who previously removed and replaced undamaged 4-inch ET Plus devices, money for the cost of locating undamaged 4-inch ET Plus devices on roads owned and maintained by Class Members, and a new MASH Type A tangent end terminal plus a flat payment of \$1,700 for each undamaged, 4-inch ET Plus currently on roads owned and maintained by Class Members and that Class Members elect to replace, all subject to the terms and conditions set forth in the Settlement. The Settlement provides meaningful value to Class Members, but it is only available if you submit a claim in response to this Notice.

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.**

The Court has approved a class action settlement 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 Trinity’s ET Plus guardrail with 4-inch wide feeder chutes (referred to throughout this Notice as “4-inch ET Plus”) was defectively designed and unreasonably dangerous. Trinity denies these allegations.

If you want to receive a payment from this settlement, *you must act now*. There are three different types of monetary and in-kind relief available under this settlement with different claim periods. Read this Notice carefully to understand your options.

To submit a claim, follow the instructions on the enclosed Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM	<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 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>
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 previously received a Notice of Proposed Class Action Settlement that informed you of the terms of this Settlement. The Court has now considered and approved the class action settlement in this case, and you may be a Class Member.

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 only other requirement to be a Class Member is that you have or had an ET Plus guardrail end terminal with 4-inch wide feeder chutes installed on roads you own and maintain.

If you did have a 4-inch ET Plus installed on roads you owned and maintained, this Notice explains how you can obtain monetary and other in-kind relief from the settlement.

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 roadways owned and maintained by Class Members. You can read Plaintiff’s

Class Action Complaint at www.TrinityETPlusSettlement.com. Trinity denies these allegations. The Court has now approved a class action settlement resolving the case.

THE SETTLEMENT BENEFITS

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

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

You can read more about the specific types of relief available and how to claim them in the Settlement Agreement, which you have received.

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?

Yes. If you want to obtain benefits from the settlement, you need to submit a claim.

5. How do I submit a claim for reimbursement of prior 4-inch ET Pluses already replaced?

To submit a claim for reimbursement of prior ET Plus replacements, you must submit your claim on or before October 10, 2023. But these claims are paid on a rolling basis until the fund is exhausted, so submit your claims as soon as possible.

There is \$3,500,000 allocated to reimburse Class Members for the costs they have incurred to previously remove and replace undamaged 4-inch ET Plus devices prior to February 18, 2022 from roads the Class Members own and maintain. Class Members will be able to submit claims for a one-year period following the Final Judgment. Claims will be paid, if approved and subject to the terms and conditions of the proposed settlement, on a quarterly basis until the expiration of the one-year period or until the funds are exhausted, whichever is earlier.

Follow the instructions on the Claim Form to submit a claim. On the Claim Form, you will provide the number of undamaged 4-inch ET Plus devices that you have replaced on roads you own and maintain, 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 undamaged 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 enclosed Claim Form explains what information must be provided with the Claim Form, what documents must be attached to the Claim Form, when the Claim Form must be submitted, and how you can submit the Claim Form.

In the event claims are submitted in excess of the \$3,500,000 fund, the Settlement Agreement explains how claims will be prioritized and treated. You have been provided the Settlement Agreement.

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

To submit a claim for the cost of locating undamaged 4-inch ET Plus devices on your roads, you must submit your claim on or before January 9, 2023.

\$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.

Follow the instructions on the Claim Form to submit a claim. On the Claim Form, you will provide the amount you are requesting to determine if there are any undamaged 4-inch ET Plus devices on roads you own and maintain. Valid claims must be supported by reasonable supporting documentation showing the claimed cost of locating undamaged 4-inch ET Plus devices on roads you own and maintain.

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 enclosed Claim Form explains what information must be provided with the Claim Form, what documents must be attached to the Claim Form, when the Claim Form must be submitted, and how you can submit the Claim Form.

In the event claims are submitted in excess of the \$2,500,000 fund, the Settlement Agreement explains how claims will be prioritized and treated.

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

To submit a claim for removing and replacing undamaged 4-inch ET Plus devices that are currently on your roads, you may submit as many Claim Forms as necessary for a six-year period until October 9, 2028.

Follow the instructions on the Claim Form to submit a claim. On the Claim Form, you will provide the number of undamaged 4-inch ET Plus devices you have replaced or will promptly replace on roads you own and maintain.

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 enclosed Claim Form explains what information must be provided with the Claim Form, what documents must be attached to the Claim Form, when the Claim Form must be submitted, and how you can submit the Claim Form.

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

If any Class Member does not submit a claim, the Class Member will not recover anything under this settlement. But the Class Member will still be bound by the settlement.

9. Is there a downside to submitting a claim?

No. 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 do not submit a claim, you will still release your claims but will not receive any of the benefits.

10. 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

11. 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

12. 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:

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

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

13. 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 agreed to pay Class Counsel's attorneys' fees and expenses in the aggregate amount of \$11,400,000. The Court has awarded Class Counsel the requested fee and expense reimbursement. This amount does not reduce the benefits available to the Class described above.

DOING NOTHING

14. What happens if I do nothing at all?

If you do nothing in response to this Notice and do not submit a claim, you will receive nothing from this settlement. However, you will remain bound by the terms of the settlement.

GETTING MORE INFORMATION

15. What if I have questions about how to submit a claim?

Visit the website, www.TrinityETPlusSettlement.com, where you will find other documents relevant to the settlement. But if you have more questions about how to submit a claim, then you can also contact the Settlement Administrator and/or Class Counsel.

You may 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