

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

ROBERT MCGRATH, JR., on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SUFFOLK COUNTY and the
SUFFOLK COUNTY TRAFFIC
AND PARKING VIOLATION AGENCY

Defendants.

Index No.: 608155/2016

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Robert McGrath, Jr. (“Plaintiff”) and Defendants, Suffolk County and the Suffolk County Traffic and Parking Violation Agency (“County Defendants”) enter into this Settlement Agreement (“Agreement”) as of this July 24, 2026. Plaintiff and the County Defendants are collectively referred to herein as the “Parties” and, individually, as “Party.” Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the above-captioned Action and all appeals will be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 Plaintiff Robert McGrath, Jr. filed a verified class action complaint (the “Complaint”) against the County Defendants on May 27, 2016, styled as *Robert McGrath, Jr. v.*

Suffolk County, et. al., Index No. 608155/2016 (the “Action”), in the Supreme Court of the State of New York, County of Suffolk. Plaintiff alleges that the County Defendants imposed an unlawful fine for red-light camera violations. In particular, the Complaint alleges that New York State Vehicle and Traffic Law section 1111-b limits liability to \$50.00 per violation and the County Defendants charged an unlawful \$30.00 administrative fee (the “Administrative Fee”) in connection each red light camera violation. The County Defendants contend that Plaintiff’s allegations have no merit. On July 20, 2016, the County Defendants filed a Verified Answer denying liability and asserting a number of affirmative defenses.

1.2 On October 27, 2016, the County Defendants filed a Motion for Summary Judgment. On January 4, 2017, Plaintiff filed a Cross Motion for Summary Judgment. On April 27, 2020, the Court issued its decision and order granting Plaintiff’s summary judgment motion, denying the County Defendants’ summary judgment motion in all respects, and declaring that the County Defendants’ imposition of liability in excess of \$50 (or \$75 with a late fee) for red light camera violations was void as a matter of law and enjoining the County Defendants from collecting liability in excess of \$50 (or \$75 with a late fee). On January 25, 2023, the County Defendants ceased imposing the excess \$30 in liability.

1.3 On February 11, 2021, Plaintiff filed a motion for class certification. On February 9, 2023, the Court granted Plaintiff’s motion for class certification and certified a class of all persons who between April 1, 2013 and the present paid the \$30.00 Administrative Fee to the County Defendants for red light camera program violations.

1.4 On November 27, 2024, the Supreme Court of the State of New York, Appellate Division, Second Judicial Department affirmed the Court’s April 27, 2020 order.

1.5 On December 11, 2024, the Supreme Court of the State of New York, Appellate Division, Second Judicial Department affirmed the Court's February 9, 2023 order certifying the class.

1.6 The County Defendants have a pending motion for leave to appeal to the New York State Court of Appeals regarding the order granting class certification.

1.7 A similar action has been filed in the Supreme Court of the State of New York, County of Nassau challenging fees imposed by Nassau County and the Nassau County Traffic and Parking Violation Agency for red light camera violations in Nassau County (the "Nassau County Action"). The Nassau County Action is styled: *Mark Guthart v. Nassau County, et. al.*, Supreme Court, Nassau County, Index No. 604271/2016. On November 27, 2024, the Second Department determined that Nassau's imposition of liability in excess of \$50 was illegal, reversing the Nassau Supreme Court's decision. Thereafter, Nassau County ceased imposing liability in excess of \$50 for red-light camera violations. On October 6, 2025, after Nassau brought another summary judgment motion, the Nassau Supreme Court again granted summary judgment in favor of defendants and dismissed the complaint. Plaintiff has filed an appeal of the summary judgment ruling in the Nassau County Action which is pending.

1.8 Substantial discovery has occurred in the Action. Informed by their fact discovery efforts and motion practice, Plaintiff and the County Defendants decided to pursue settlement negotiations.

1.9 Extensive settlement discussions ensued, including multiple in-person mediation sessions over the year prior to a settlement being reached.

1.10 The Parties separately negotiated and reached an agreement concerning attorneys' fees, litigation expenses, class administration and a service award payment to Plaintiff.

1.11 The Parties recognize and acknowledge the benefits of settling this case.

1.12 Plaintiff believes that, after extensive discovery and motion practice, the claims asserted in their case have merit and the evidence developed to date supports the claims. Despite the strengths of their case, Plaintiff recognizes the risks and uncertainties inherent in litigation and are mindful of the problems of proof under, and possible defenses to, the claims in this matter, including the matters on appeal and the possibility of any rulings in the Nassau County Action and appeals impacting this Action. Plaintiff further recognizes and acknowledges the expense and length of time it would take to prosecute this matter against County Defendants through trial, post-trial proceedings, and appeals. Counsel for Plaintiff have taken into account the uncertain outcome and risks of the litigation, including the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Counsel for Plaintiff have, therefore, determined that the Settlement set forth in this Agreement is fair, reasonable, and adequate. The Settlement confers substantial benefits upon, and is in the best interests of, the Plaintiff and the Settlement Class (hereafter defined).

1.13 The County Defendants maintain that they have a number of meritorious defenses to the claims asserted in this action, that County Defendants would prevail in this matter, including on appeal. The County Defendants deny any wrongdoing and any liability to Plaintiff and the Settlement Class whatsoever. The County Defendants also deny that class certification is warranted or appropriate, which is the subject of pending appellate proceedings. Nevertheless, the County Defendants recognize the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals. The County Defendants also recognize the risks that a trial on class-wide claims might present. Accordingly, The County Defendants believe that the Settlement set forth in the Agreement is likewise in their best interests.

1.14 The Parties agree that a settlement of all potential claims for any person who paid an Administrative Fee to the County Defendants for a red light camera violation is in the best interests of the Parties and the Class Members.

1.15 In the event that the Settlement is not approved by the Court and effectuated, the Parties do not waive, and expressly reserve, all of their rights and defenses to any causes of action that could be asserted against them, including any and all rights on appeal.

1.16 In consideration of the foregoing and the covenants and agreement set forth herein, and for other good and valuable consideration, the sufficiency of which is acknowledged herein, Plaintiff, for himself and as representative of the Settlement Class, and the County Defendants, agree, subject to the approval by the Court of the Settlement, as follows:

II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms will have the meanings set forth below, unless this Agreement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this section will have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Action” means *McGrath v. Suffolk County, et. al.*, Supreme Court of the State of New York, County of Suffolk, Index No. 608155/2016, filed by Plaintiff individually and on behalf of those similarly situated against the County Defendants and seeking representation for Class Members.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform

in furtherance of the notice and administration of the Settlement and to secure performance as forth in this Settlement.

2.3 “Agreement” or “Settlement” means this class action settlement agreement containing all terms, conditions, and exhibits representing the entire agreement between the Parties.

2.4 “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section VII of this Settlement.

2.5 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, audit, and validation by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.6 “Claim” means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.7 “Claim Deadline” means the date by which a Claim Form must be postmarked and mailed to the Settlement Administrator or electronically submitted to be considered timely. The Claim Deadline will be at 11:59 p.m. Eastern Time on the last day of the Claim Period.

2.8 “Claim Form” means the form attached hereto as Exhibit A, whether in electronic form or “hard copy,” or the postage pre-paid return mailing form that is part of, and can be torn off from, the Short Form Notice attached as Exhibit B, that will be completed by a Settlement Class Member and submitted to the Settlement Administrator in order to receive benefits under the Settlement.

2.9 “Claim Period” means ninety (90) days following the Notice Date irrespective of whether the ninetieth (90) day falls on a Saturday, Sunday, or Holiday.

2.10 “Class Counsel” means Kevin S. Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP (“TCL”) and David J. Raimondo of The Raimondo Law Firm (“Raimondo”).

2.11 “Class Member(s)” means:

All Persons or Entities who between April 1, 2013 and the present paid a \$30.00 Administrative Fee to the County Defendants for red light camera program violations.

Excluded from the Settlement Class: Suffolk County Supreme Court Justice David T. Reilly or any trial court or appellate judge to whom this action is assigned and any member of his/her immediate family.

2.12 “Class Notice” means the notice of pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Class Notice, which will be available to Class Members on the website created and maintained by the Settlement Administrator, will be in the forms of Exhibit B and Exhibit C to this Agreement.

2.13 “Class Period” refers to the period spanning from April 1, 2013 to the Preliminary Approval Date.

2.14 “Class Representative” means Plaintiff Robert McGrath, Jr.

2.15 “Complaint” means the Class Action Complaint filed in the Action.

2.16 “Court” means the Supreme Court of the State of New York, County of Suffolk.

2.17 “County Defendants” means Suffolk County and the Suffolk County Traffic and Parking Violation Agency, including their officers, directors, executives, employees, agents, representatives, lawyers, and insurers, any person or entity acting on their behalf.

2.18 “Effective Date” means the date on which all the following conditions are satisfied:

- a. Execution of this Agreement by the Class Representative and the County Defendants;
- b. Entry of the Final Approval Order and Judgment by the Court approving this Agreement and all exhibits without material modification. By way of illustration only, material modifications include but are not limited to: (1) any change to the scope of the Released Claims set forth in this Settlement Agreement; (2) any change to the Final Approval Order which limits or reduces any of the protections afforded to the County Defendants;; (3) any non-trivial change to the Benefit, Class Notice, Claim Form, and/or claim process;
- c. The passage of the earliest date on which: (i) the time for taking an appeal from the Final Approval Order and Judgment has expired, without any appeal having been taken or (ii) if an appeal is taken, the highest court to which such appeal may be taken affirms the Final Approval Order and Judgment or dismisses the appeal without, in either case, any material modification of the Final Approval Order and Judgment.

2.19 “Fairness Hearing” or “Final Approval Hearing” means the final hearing to be conducted by the Court, on notice to the Settlement Class, to consider approval of the Settlement and Class Counsel’s motion for approval of attorneys’ fees and reimbursement of costs and expenses. The Parties will ask the Court to schedule a Fairness Hearing approximately one hundred twenty (120) days from the entry of the Preliminary Approval Order.

2.20 “Final Approval Order” means the Order granting final approval to the Settlement.

2.21 “Administrative Fee” means the \$30.00 administrative fee any Class Member paid in connection with each red light camera violation.

2.22 “Individual Settlement Amount” means the monetary amount calculated as of the end date of the Class Period that is allocated to each Class Member.

2.23 “Long-Form Notice” means the notice of pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. The Long-Form Notice, which will be available to Class Members on the website created and maintained by the Settlement Administrator, will be substantially in the form of Exhibit C to this Agreement.

2.24 “Named Plaintiff Enhancement Award” means the monetary amount awarded by the Court in recognition of the assistance provided by the Class Representative in the prosecution of this Action, the amount of which is as set forth below.

2.25 “Notice Date” means the date on which the Settlement Administrator has completed the mailing described in Section 5.8 herein and is to be not later than 30 days after the Court enters the Preliminary Approval Order.

2.26 “Notice Plan” means the plan of providing notice of the Settlement to the Settlement Class as approved by the Court in its Preliminary Approval Order.

2.27 “Objection” means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement by following the procedures set forth in Section 6.2 herein.

2.28 “Objection and Opt Out Deadline” means 60 days after the Notice Date. The Objection and Opt-Out Deadline will be specified in the Preliminary Approval Order and Notice.

2.29 “Opt-Out” means a request by a Class Member to be excluded from the Settlement Class by following the procedures set forth in Section 6.1 herein, the Preliminary Approval Order, and the Class Notice.

2.30 “Person” means any natural person, entity, corporation, partnership, business organization or association, or other type of legal entity.

2.31 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.32 “Preliminary Approval Order” means the Order preliminarily approving the Settlement, certifying the Settlement Class for the purposes set forth in this Agreement, and approving the form of notice to potential Class Members and will be substantially in the form of Exhibit D to this Agreement. Within seven (7) days of the Court’s entry of the Preliminary Approval Order, the County Defendants agree to provide the Settlement Administrator with the names, last known addresses, and total Administrative Fee amounts paid by each Class Member.

2.33 “Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, and causes of action of every nature and description, whether in law or equity, arising in contract, tort, or otherwise, including claims for attorneys’ fees, expenses and costs, whether class or individual, known or unknown, suspected or unsuspected, existing now or arising in the future that Plaintiff, the Class Member, or any Class Member ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity against Released Parties, whether in law or equity or otherwise and whether sounding in contract or tort, or under any state or federal statute or law, or otherwise, arising out of or relating to any conduct, act, or omission of any of the Released Parties in any way concerning the imposition of any Administrative Fee in connection with red light camera violations.

2.34 “Released Parties” means the County Defendants including their officers, directors, executives, employees, agents, representatives, lawyers, and insurers, any person or entity acting on their behalf, and including any person, entity, or vendor engaged by the County Defendants to process, administer, or collect any Administrative Fee(s).

2.35 “Releasing Parties” means Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming by or through any of them, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

2.36 “Settlement Administrator” will be charged with determining the applicable Individual Settlement Amount for each Class Member in accordance with data provided by the County Defendants after review and approval by Class Counsel. The Settlement Administrator, subject to Court approval, will be Kroll Settlement Administration, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.37 “Settlement Class” or “Settlement Class Members” means all Class Members that do not Opt-Out of the Settlement.

2.38 “Settlement Website” means an internet website created and maintained by the Settlement Administrator. The URL of the Settlement Website will be provided in the Short Form Notice.

2.39 “Short-Form Notice” means the summary notice of the pendency and proposed settlement of class action that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement that will be mailed to Class Members. The Short-Form Notice, which will be mailed and also available to Class Members on the website

created and maintained by the Settlement Administrator, will be substantially in the form of Exhibit B to this Agreement. The Short-Form Notice will include an identification number unique to each account maintained by any Class Member and a postage pre-paid return mailing Claim Form that indicates the number of fees paid according to the County Defendants' records and the total Benefit amount available to each Class Member absent a pro rata reduction. The Class member can tear off the claim form from the Short-Form Notice for return mailing to the Claims Administrator. The Short-Form Notice will also provide instructions for filing a Claim Form online.

2.40 "Reminder Notice" means a supplemental notice disseminated by the Settlement Administrator, at a time approved by the Court or mutually agreed upon by the Parties, for the purpose of reminding Settlement Class Members of the Claim Deadline and summarizing the Claims Process, substantially in the form of Exhibit E.

2.41 "Valid Claim" means a Claim Form submitted by the Settlement Class Member that (a) is submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement Agreement; (b) is, on the initial submission or following correction after receipt of a deficiency notice from the Settlement Administrator, accurately, fully, and truthfully completed, and executed by a Settlement Class Member, with all of the information requested in the Claim Form; (c) is signed physically or by e-signature of a Settlement Class Member personally, subject to the penalty of perjury; (d) is returned via mail and post-marked by the Claims Deadline, or, if submitted online, is received by 11:59 p.m. Eastern Time on the final day of the Claim Period; (e) contains all required information; and (f) is determined to be valid by the Settlement Administrator, jointly by the Parties after good-faith consultation, or by the Court.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 For the purpose of this Settlement only, the Parties agree that the Action may be certified as a class action pursuant to CPLR 901 *et seq.* in accordance with the terms of this Agreement and without prejudice to County Defendants' right to contest class certification, including the County Defendants' pending motion for leave to the New York State Court of Appeals, in the event that this Agreement fails to become effective or is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be fully implemented, the County Defendants reserve all rights to contest certification of a class in this or any other lawsuit, including through appeals or a motion to decertify the class, and no representation or concession made in connection with the Settlement or this Agreement will be considered law of the case or an admission by the County Defendants or to have any kind of preclusive effect against the County Defendants or to give rise to any form of estoppel or waiver by the County Defendants in this action or any other proceeding.

3.2 The County Defendants expressly deny any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this Action and enter into this Settlement solely to compromise a disputed claim. Accordingly, any references to the alleged conduct of the County Defendants in this Settlement, this Agreement or the related Court hearings and processes will raise no inference with respect to the propriety of the conduct of the County Defendants.

IV. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

4.1 Benefit Available to Settlement Class Members

In order to qualify for a Benefit, Class Members must timely submit a completed Claim Form. This can be done on the Settlement Website on or before the Claims Deadline. Class Members may also submit a paper copy of the Claim Form. Claim Forms submitted via mail must

be postmarked on or before the Claims Deadline. The Claim Period will be ninety (90) days from the Notice Date. Claims returned by mail must be postmarked by the 90th day. Claim Forms submitted using the Settlement Website must be submitted by 11:59 p.m. Eastern Time on the final day of the Claim Period (on the 90th day). In consideration of the Settlement and Release given herein, the County Defendants will make the following Benefit available to each Class Member who submits a Valid Claim:

- a. Settlement Class Members will receive \$36.00 for each Administrative Fee they paid for a red light camera violation. Settlement Class Members who had multiple violations and paid multiple Administrative Fees will receive \$36.00 for each Administrative Fee they paid.

4.2 Provided the Benefit calculated in Sections 4.1(a) of this Agreement, the maximum total Benefit amount payable by the County Defendants is Forty-Five Million Dollars (\$45,000,000.00). Under no circumstances shall the County Defendants be required to pay more than the total sum of \$45,000,000.00 to the Settlement Class Members. In the event that the value of the Benefits claimed exceeds \$45,000,000.00, the Benefit payable to each Settlement Class Member who submits a Valid Claim will be reduced *pro rata* by the percentage to which the Benefits claimed exceed the maximum Benefit of \$45,000,000.00. The County Defendants shall not be required to make any additional payment to the Settlement Class Members in the event that the value of the Benefits claimed is less than \$45,000,000.00.

4.3 The Benefits described in this Section will be available on a “claims made” basis and the County Defendants will pay or, cause to be paid, Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not timely file Valid Claims or timely negotiate or use any Benefits.

4.4 All Class Members who submit a Claim Form must provide all required information and sign (or, in the case of claims made on-line on the Settlement Administrator's website, electronically confirm), as part of the Claim Form, an attestation under penalty of perjury that they paid Administrative Fee(s) to the County Defendants during the Class Period.

4.5 Starting 20 days after the Notice Date, the Settlement Administrator shall provide Class Counsel and Counsel for the County Defendants with weekly updates on the number and dollar amount of claims filed. Within 21 days of the Claims Deadline, the Claims Administration shall make available to Counsel a list of Settlement Class Members eligible to receive any Benefit under the Settlement and the total amount of the Valid Claims submitted. That list will be updated to include all claims made at the Claims Deadline.

4.6 Within thirty (30) days of the Effective Date of the Settlement, the County Defendants will deliver to the Settlement Administrator the aggregate amount of funds to be deposited in the account to pay Valid Claims. Within fourteen (14) days thereafter, the Settlement Administrator will make payment to the Class Members in accordance with the manner of payment selected by each Class Member, which may be completed through various means of electronic transfer, issuance of pre-paid debit cards, or drawing and mailing checks payable to Class Members with Valid Claims.

4.7 Class Members who are paid by check will have ninety (90) days from the date of mailing by the Settlement Administrator within which to cash or deposit those checks. Any prepaid debit cards shall be used within one year of issuance. The voiding of any such check or prepaid debit card by the passage of time as described in this paragraph will not serve to invalidate the release given in Section X hereof by any Class Member who failed to timely negotiate his or her check or use his or her prepaid debit card. Individual checks that have not been negotiated

within ninety (90) days after issuance and mailing by the Settlement Administrator or prepaid debit cards not used within one year of issuance and mailing by the Settlement Administrator, if any, will be void, and the underlying funds will be returned by the Settlement Administrator to the County Defendants to be utilized to support driver safety initiatives. A Settlement Class Member has no rights to the proceeds of any settlement check or prepaid debit card that is not timely negotiated or utilized, and any checks or debit cards not timely negotiated or utilized shall be deemed the sole property of the County Defendants and shall not constitute unclaimed or abandoned property under applicable law, and shall not be subject to escheat to any state or governmental entity.

V. DUTIES OF SETTLEMENT ADMINISTRATOR AND NOTICE DISSEMINATION

5.1 The Parties will jointly ask the Court to approve Kroll Settlement Administration as the Settlement Administrator. The Settlement Administrator will, subject to the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator will maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator will maintain all records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Counsel for the County Defendants, the Parties, and their representatives promptly upon request.

5.2 The Settlement Administrator will be responsible for, among other things: (a) providing notice as set forth in the Agreement; (b) providing Class Counsel and the County Defendants with the Notice Date; (c) processing Claim Forms, Opt-Outs, and Objections to the Settlement (including receiving and maintaining on behalf of the Court and the Parties any Class Members' correspondence regarding Opt-Out requests from the Settlement Class); (d) establishing

the Settlement Website, and administering the payment of Valid Claims. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims including but not limited to: validating Claims against the County Defendants' records employing a unique identifier for each account maintained by any Class Member, which Class Members can use to access the Claim Form via the Settlement Website, and screening for multiple or fraudulent claims that are not consistent with the facts. The Settlement Administrator and Parties will have the right to audit claims, and the Settlement Administrator may request additional information from Class Members submitting claims. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. The Settlement Administrator will approve or deny all claims, and its decision will be final and binding, except that Class Counsel and the County Defendants will have the right to audit claims and/or to challenge the Settlement Administrator's decisions. In the event that any Party disputes a decision by the Settlement Administrator, the Parties will confer in good faith and, if they are able to reach agreement, direct the Settlement Administrator accordingly. Should the Parties be unable to reach agreement, any party may submit the issue to the Court for resolution.

a. If the Settlement Administrator determines that a Claim Form is deficient or incomplete, the Settlement Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the Settlement Claim. If the defect is not cured, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim

5.3 Class Members will be identified based on the records maintained by the County Defendants provided that, if the Settlement Administrator determines, pursuant to the procedures set forth herein, that a Class Member's current mailing address is different from the last known mailing address, then such current mailing address will be employed for all communications with the Class Member.

5.4 No later than seven (7) days after the Court enters the Preliminary Approval Order, the County Defendants will deliver to the Settlement Administrator an electronic file ("Class Member E-File"), in the format produced in discovery in this Action, containing the following related data with respect to each Class Member:

- a. The name of the Class Member;
- b. The last known address of the Class Member;
- c. each Administrative Fee(s) paid by each Class Member;
- d. The benefit to be received by each Class Member absent a *pro rata* reduction should Valid Claims exceed the maximum Benefit amount of \$45,000,000.00.

5.5 Upon receipt of the Class Member E-File, the Settlement Administrator will conduct a search on the National Change of Address Database of the names of all Class Members to determine if the last known mailing address appears to remain valid. The Settlement Administrator will, if appropriate, revise the last known mailing address based on the results of its search and the last known mailing address or the revised address, as appropriate, will be deemed the "Current Address" of the for purposes of the Settlement Administrator mailing the Short-Form Notice.

5.6 In the event that a Short-Form Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall remail the Short-Form Notice to the

forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above, the County Defendants and the Settlement Administrator shall have no other obligation to locate the Class Member or re-mail the Short-Form Notice.

5.7 Notwithstanding the identification of the Last Known Mailing Address and Current Address (including any forwarding address), the mailing address set forth on a Claim Form submitted by a Claimant who is determined, pursuant to the procedures set forth herein, to be a Class Member will be used by the Settlement Administrator in preparing the distribution schedule and distributing the checks.

5.8 No later than thirty (30) days after the Preliminary Approval Order, a Short-Form Notice to the Settlement Class will be provided by United States Mail, postage prepaid, in a preprinted double-sided postcard format. The Short-Form Notice will include an identification number unique to each Class Member, which will contain information concerning the submission of an online Claim Form and a postage pre-paid return mailing Claim Form that indicates the Benefit available to each Class Member absent a pro rata reduction that the Class member can tear off from the Short-Form Notice for return mailing to the Claims Administrator (or instructions on how to file the Claim Form online). .

5.9 No later than thirty (30) days after the Preliminary Approval Order, the Settlement Administrator will create and maintain a website to provide, among other things, copies of the Long-Form Notice, this Agreement, the Settlement Administrator's and Class Counsel's contact information, certain selected pleadings and Court orders from the Action (and appellate proceedings), a method for the electronic submission of Claim Forms at the appropriate time, and a method for requesting the Claim Form(s) by mail. The website will also contain a "frequently asked questions" section, subject to input and approval by the Parties, setting forth, among other

things, procedures for completing and submitting a Claim Form online or by mail; procedures for requesting exclusion from the Class pursuant to the terms of the Preliminary Approval Order; procedures for objecting to the Settlement pursuant to the terms of the Preliminary Approval Order; the scheduled date for the Settlement Hearing, and deadlines relevant to the Settlement as established in the Preliminary Approval Order, including the dates for seeking exclusion from the Class, objecting to the Settlement, and filing a Claim Form.

5.10 By no later than seven (7) days after the Notice Date, the Settlement Administrator shall publish notices in a form and manner that targets class members on the Google Display Network and Meta Audience Network. The notice provided through publication shall be a banner ad substantially in the form of Exhibit F hereto. Additionally, to facilitate locating the Settlement Website, the Settlement Administrator will acquire sponsored search listings on Google, Yahoo!, and Bing. When visitors to these search engines search for keyword combinations that are mutually agreed upon by the Parties and relate to the Settlement, the sponsored search listing advertisement created for this Settlement will be displayed (the “Sponsored Search Listing Notice”). The Sponsored Search Listing Notice shall be substantially in the form of Exhibit G hereto

5.11 At least thirty (30) calendar days prior to the Claim Deadline, or such other date as may be ordered by the Court or mutually agreed upon by the Parties, the Settlement Administrator shall disseminate a Reminder Notice to Settlement Class Members. The Reminder Notice shall, among other things, identify the Claim Deadline and provide a brief description of the Claims Process, including information directing Settlement Class Members to the Claim Form or the claims submission portal on the Settlement Website.

5.12 The Parties also agree to notification of the Settlement via television news media and shall agree on the timing and information communicated to any news media.

5.13 The Settlement Administrator will be responsible for the following additional duties:

- a. The Settlement Administrator shall establish a toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the Long Notice, paper Claim Form, and this Settlement Agreement upon request.
- b. Training its employees and agents to fully, accurately and without bias (i) apply the requirements set forth herein for approving or rejecting a Claim Form, (ii) communicate with Class Members, Class Counsel and the County Defendants' Counsel concerning all matters relevant to the administration of the Settlement, including via a case-specific telephone line; and (iii) perform all other functions required of the Settlement Administrator under this Agreement;
- c. Performing any tax reporting or other duties required by federal, state, or local law, including but not limited to with respect to payment of Valid Claims;
- d. Maintaining adequate records of all its activities, including the dates of each mailing of the Short-Form Notice and any Reminder Notice; the date when the Settlement Website became publicly accessible; returned mail from Class Members or Settlement Class Members; and other communications and attempted written or electronic communications with Class Members or Settlement Class Members;
- e. Retaining in an accessible manner all written communications with Class Members or Settlement Class Members;
- f. Preparing reports, schedules and declarations as requested by Class Counsel or the County Defendants' Counsel and/or are described herein as the responsibility of the Settlement Administrator;

- g. Preparing and mailing checks, issuing prepaid debit cards, or initiating electronic transfers as selected by Settlement Class Members to pay Valid Claims;
- h. Referring to Class Counsel all inquiries by Settlement Class Members regarding matters not specified herein as within the scope of the Settlement Administrator's responsibilities; and
- i. Performing such other tasks as Class Counsel and the County Defendants' Counsel mutually request.

5.14 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator will certify to the Court compliance with the notice provisions of this section.

5.15 Within fourteen (14) days after the Effective Date of the Settlement, the Settlement Administrator will establish a non-interest bearing checking account at a federally insured depository institution.

5.16 Within thirty (30) days of the Effective Date, the County Defendants will deliver to the Settlement Administrator the aggregate amount of funds to be deposited in the account to pay Valid Claims.

5.17 Within fourteen (14) days after funding of the account, the Settlement Administrator will issue payment of Valid Claims in the manner selected by Settlement Class Members.

VI. OPT OUTS AND OBJECTIONS

Subject to the Court's approval, the Parties agree that:

6.1 Opt-Out

Any potential Class Member, other than any Class Representative, may elect to be excluded from this Settlement and from the Settlement Class by Opting-Out of the Settlement Class. Any potential Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out on or before the date specified in the Preliminary Approval Order, with copies mailed to the Settlement Administrator, Class Counsel, and counsel for the County Defendants. Opt-Out requests must: (i) be signed by the Class Member who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the Class Member requesting exclusion; and (iii) include a statement substantially in the following form unequivocally stating an intention to opt-out of the settlement: "I/We request to Opt-Out from the settlement in the Action." No Opt-Out request will be valid unless all of the information described above is included along with an unequivocal statement that the Class Member wishes to opt-out of the Settlement. No Class Member, or any person acting on behalf of or in concert or participation with that Class Member, may exclude any other Class Member from the Settlement Class. The last date for Class Members to Opt-Out of the Settlement will, subject to Court approval, be on the Opt-Out Deadline contained in the Preliminary Approval Order. Class Members who timely Opt-Out of the Settlement will not be bound by the terms of this Agreement, including any releases contained herein.

The mere receipt of the Class Notice or Opt-Out request shall not be deemed an admission by the County Defendants that the recipient thereof qualifies as a Class Member.

The Class Representative affirmatively supports this Settlement and agrees not to opt out of this Settlement. None of the Class Representative, Class Counsel, the County Defendants, or their counsel will in any way encourage any Class Member to opt out or discourage any Class Member from participating in this Settlement.

6.2 Objections

Any Class Member who wishes to object to the Settlement must file a written Objection and/or a notice of intention to appear before the Court at the Fairness Hearing, and serve copies on the Settlement Administrator, Class Counsel, and counsel for the County Defendants. To be heard at the Fairness Hearing, the Class Members must make an Objection in writing and file it with the Clerk of Court by the Opt-Out and Objection Deadline. The Objection must also be mailed to each of the following, received no later than the last day to file the objection: (i) Class Counsel via Kevin S. Landau, Taus, Cebulash & Landau, LLP, 123 William Street, Suite 1900A, New York, New York 10038; (ii) the County Defendants' counsel via Elliot A. Hallak, Harris Beach Murtha Cullina, PLLC, 677 Broadway, Suite 1101, Albany, NY 12207; and (iii) the Settlement Administrator. Any Objection must (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm that the objector is a Class Member; (b) include a statement of such Class Member's specific Objection; (c) state the grounds for the Objection; (d) identify any documents such objector desires the Court to consider; (e) provide all information requested on the Claim Form. In addition, any Class Member objecting to the Settlement must provide a list of all other Objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any Court in the United States in the previous five years. If the Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it or their counsel will affirmatively so state in the

Objection. For any Objection to be considered timely, it must be filed and mailed by the Objection Deadline contained on the Preliminary Approval Order. Objectors are barred from raising any grounds for objecting to the Settlement not expressly stated in the written Objection.

Upon the filing of an objection, Class Counsel and the County Defendants' Counsel may take the deposition of the objecting Class Member pursuant to the New York Civil Practice Law and Rules ("CPLR") at an agreed-upon time and location to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for deposition or comply with expedited discovery may result in the Court striking the Objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose. Failure of any objector to strictly adhere to the above procedure shall bar him/her/it from being heard at the Fairness Hearing.

VII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS, AND NAMED PLAINTIFF ENHANCEMENT AWARDS

7.1 For the purpose of this Settlement, the Parties agree, subject to Court approval, that Kevin S. Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP and David J. Raimondo of The Raimondo Law Firm will be appointed Class Counsel. If the Settlement is not approved or this Agreement fails to be implemented fully, the County Defendants reserve all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

7.2 Class Counsel will submit to the Court an application seeking an award of not more than Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) in attorneys' fees ("Fee Award"). The "Fee Award" also includes any and all costs and expenses incurred by Plaintiff or Class Counsel during the Action.

7.3 The County Defendants do not challenge Class Counsel's request for Attorneys' Fees and Costs up to the amounts indicated. The County Defendants will pay the Fee Award

separate and apart from the amount made available for Settling Class Member claims, and no later than thirty (30) days after the Effective Date.

7.4 Class Counsel will provide the County Defendants with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow the County Defendants to pay the Fee Award as set forth above.

7.5 Court approval of the Fee Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's application for the Fee Award or reduces the proposed award to Class Counsel, the remainder of the terms of this Agreement will remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request any award inconsistent with these terms.

7.6 The County Defendants agree to pay Administration Expenses, separate and apart from the Benefits made available for payment of Valid Claims and the Fee Award.

7.7 Class Counsel will also submit to the Court an application for a single Named Plaintiff Enhancement Award of up Five Thousand Dollars (\$5,000.00) for the Class Representative, Robert McGrath, Jr., as compensation for his efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. The County Defendants do not challenge any such application made up to the amount indicated. The County Defendants will pay the Named Plaintiff Enhancement Awards approved by the Court separate and apart from the amount made available for Settling Class Member claims and attorneys' fees and expenses, within thirty (30) days after the Effective Date.

VIII. COSTS OF NOTICE AND ADMINISTRATION

The County Defendants will be responsible to pay the Administration Expenses, separate and apart from the amount made available for Class Members' claims, the Fee Award, and the

Named Plaintiff Enhancement Award. Kroll Settlement Administration has been selected as the Settlement Administrator after negotiation and a review and comparison of proposals and qualifications. Efforts have been made to ensure cost-effectiveness and quality with regard to all costs relating to the Settlement Administration by and through Kroll Settlement Administration.

IX. PROCEDURES FOR SETTLEMENT APPROVAL

9.1 Preliminary Approval.

Promptly after the execution of this Agreement, Plaintiff will move the Court for an order preliminarily approving this Agreement and requesting that the Court approve the form and content of the Short-Form Notice and Long-Form Notice to the Class substantially in the form of Exhibits B and C, respectively, to this Agreement, and:

- a. certifying the Settlement Class, for settlement purposes only and without waiver of any appellate rights or proceedings, pursuant to CPLR 901 *et seq.*, with Plaintiff Robert McGrath, Jr. appointed as Class Representative for the Settlement Class, and Kevin S. Landau and Brett Cebulash of Taus, Cebulash & Landau, LLP and David J. Raimondo of The Raimondo Law Firm appointed as Class Counsel for the Settlement Class;
- b. setting the date of the Fairness Hearing, upon notice to the Settlement Class, to consider:
 1. whether the Settlement should be approved as fair, reasonable, and adequate and whether the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice;
 2. Class Counsel's motion for an award of attorneys' fees, costs and expenses;and

3. the Named Plaintiff Enhancement Award.

Class Counsel will file a motion for final approval of the Settlement, and an application for the Fee Award and the Named Plaintiff Enhancement Award, no later than forty-five (45) days following the Notice Date (and so at least 15 days prior to the Objection Deadline), which documents shall be provided to counsel for the County Defendants for review, comment, approval no later than three (3) business days prior to filing. Class Counsel will respond to any objections to the foregoing motions no later than seven (7) days prior to the date of the Final Fairness Hearing.

9.2 Final Approval of the Court

This Agreement and the Settlement embodied herein are subject to Final Approval by the Court. If the Settlement is approved, the Court will enter a judgment dismissing the claims asserted or that could have been asserted against the County Defendants in the Action with prejudice. The Parties waive any right to appeal or collaterally attack a Final Approval Order entered by the Court.

If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, either Party may terminate this Agreement pursuant to Section XIV. If no Party timely elects to terminate, then the Parties will remain bound to the Settlement as so modified. For purposes of this paragraph, a “material modification” is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include but are not limited to: (1) any change to the scope of the Released Claims set forth in this Settlement Agreement; (2) any change to the Final Approval Order which limits or reduces any of the protections afforded to the County Defendants, (3) any non-trivial change to the Benefit, Class Notice, Claim Form, and/or claim process. No order or action of the Court pertaining to Attorneys’ Fees and Costs will be considered to constitute a material modification so long as such order, action, or modification does not

increase the cost of settlement to be borne by the County Defendants, and does not require that the County Defendants do anything not specifically set forth herein, or is one that significantly affects the rights or obligations of one or more of the Parties. Similarly, no order or action of the Court pertaining to the Named Plaintiff Enhancement Award will be considered to constitute a material modification so long as such order, action or modification does not increase the cost of Settlement to be borne by the County Defendants and does not require that it do anything not specifically set forth herein. Any dispute as to the materiality of any modification or proposed modification of this Agreement will be resolved by the Court.

X. RELEASES

10.1 Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiff and the Settlement Class Members and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, will be deemed to, and will, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties.

10.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from the Released Claims.

10.3 Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of, without limitation as to any other applicable law. The Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now

know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

10.4 Upon the Effective Date, Plaintiff and all Settlement Class Members that have not successfully opted-out of this Settlement, and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, shall be permanently enjoined from commencing, prosecuting, or assisting in any lawsuit or proceeding against the Released Parties on any matters within the scope of the Released Claims.

XI. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief will be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XII. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

12.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his, hers, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

12.2 The County Defendants represent and warrant: (a) that they have the requisite power and authority to execute, deliver and perform the Agreement and to consummate the

transactions contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary action on the part of the County Defendants; and (c) that the Agreement has been duly and validly executed and delivered by the County Defendants and constitutes a legal, valid and binding obligation.

12.3 The Class Representative represents and warrants that he is entering into the Agreement on behalf of himself individually and as proposed representative of the Settlement Class Members, of his own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Class Representative represents and warrants that he has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he will not file an Opt-Out request from the Settlement Class or object to the Agreement.

12.4 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has, may have arising out of the Action or could have asserted in the Action, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff himself.

12.5 Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XIII. NO ADMISSIONS OF FAULT

The Agreement and every Agreement term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement will not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, the County Defendants, any Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party. The County Defendants expressly deny any liability, fault, or wrongdoing in any way related to any claims that were or could have been asserted in the Action, and also deny that class certification is warranted or appropriate.

XIV. TERMINATION AND GOVERNING PROVISIONS

14.1 Termination of Agreement

This Agreement shall terminate: (a) automatically if the Court fails to approve the Agreement; (b) at the timely election of any Party, in the event of any proposed material modification of this Agreement as a condition to approval of the Settlement; (c) at the timely election of the County Defendants, more than a specified number of the Settlement Class have timely and validly opted out of and/or objected to the Agreement as agreed to by the Parties¹; or

¹ The Parties have entered into a standard supplemental agreement that provides that if the number of opt outs and/or objections to the Settlement equals or exceeds a certain amount, The County Defendants shall have the option to terminate the Settlement. Agreements of this sort are typical in class settlements and, if requested, Class Counsel can submit additional information regarding this agreement *in camera*. See *N.Y. State Teachers' Ret. Sys. v. Gen. Motors Co.*, 315 F.R.D. 226, 240 (E.D. Mich. 2016) ("The opt-out threshold is typically not disclosed and is kept confidential to encourage settlement and discourage third parties from soliciting class members to opt out"); see also *In re Warfarin*, 212 F.R.D. 231, 253 (D. Del. 2002), *aff'd*, 391 F.3d 516 (3d Cir. 2004) ("The notice did not need to include details such as . . . the confidential 'opt-out'").

(d) prior to approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel.

14.2 Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda and agreements between the Parties. Neither Plaintiff nor the County Defendants are entering into this Agreement in reliance upon any representations, warranties or inducements other than those contained in this Agreement.

14.3 Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and the County Defendants' Counsel, without notice to Class Members except that the Settlement Administrator will ensure that such dates are posted on the Settlement Website.

14.4 Extension of Time

The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

14.5 Plaintiff's Authority

Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also

threshold beyond which defendant reserved the right to withdraw from the settlement (irrelevant to members' opt-out decision)[.]"). There are no other side agreements between the Parties.

authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiff and, subsequent to an appropriate Court Order, the Class Members.

14.6 Counterparts

This Agreement may be executed in one or more counterparts, all of which together will be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with the motion to approve the Settlement, either in portable document format or some other suitable electronic form, as an exhibit to Plaintiff's Motion for Preliminary Approval without the need to collate and file a copy with original signatures.

14.7 Cooperation

The Parties will cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

14.8 Binding Nature

This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the Plaintiff, Settlement Class Members, and the County Defendants.

14.9 Construing the Agreement

This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentum* will not apply in construing this Agreement, nor will any other such similar doctrine apply.

14.10 Choice of Law

This Agreement will be governed by and interpreted in accordance with the substantive common law of the State of New York, exclusive of choice of law principles.

14.11 Jurisdiction

The Parties submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Suffolk in the Action for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

14.12 Venue

The Parties submit to the exclusive venue of the Supreme Court of the State of New York, County of Suffolk in the Action for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

14.13 Headings

The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and will not be used in construing or interpreting the Agreement.

14.14 Media and Contact of Class Members; Advertising

To avoid contradictory, incomplete or confusing information about the Settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the Settlement or containing any material produced in connection with the Action before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Except as noted herein, neither Party will release any public statements nor contact any Class Member except where such Class Members previously contacted Class Counsel.

In the absence of approval by the Court or written agreement by all Parties, the Class Representative, Class Counsel, the County Defendants and their counsel shall not, at any time (a) issue, or otherwise cause to be issued, any press release, advertisement, Internet posting or similar document concerning the Action and/or the facts and circumstances that were the subject of, or disclosed in discovery in, the Action, excepting only such documents created and disbursed as part of the Notice described in Section V herein ; (b) make any extrajudicial statements concerning the Action; the facts and circumstances that were the subject of, or disclosed in discovery in the Action; or the Settlement of the Action and statements concerning the fact of the Settlement and its terms and otherwise public information about the Action may be disclosed by the Class Representative and Class Counsel in response to inquiries directed to them by a member of the media, provided that the Class Representative and Class Counsel refrain from making any disparaging statements about the County Defendants of any kind whatsoever in the course of responding to such inquiries, and general statements concerning the fact of the Settlement and its terms and otherwise public information about the Action may be made on the firm websites of Class Counsel, provided that such content contains no disparaging statements about the County Defendants of any kind whatsoever. Any term in this Paragraph prohibited by any applicable rule of professional conduct shall be deemed not to apply to Class Counsel.

14.15 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or

omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of injunctive relief, res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.16 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including Termination pursuant to Section XIV above, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties or the Class Members, and will not be used in the Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement will be without prejudice to any Party or Class Member and will not be admissible or offered into evidence in any action or proceeding, and will not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and will not be used or asserted in any other manner or for any purpose, and

all Parties and Class Members will stand in the same position as if this Agreement and Settlement had not been negotiated, made or submitted to the Court.

14.17 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of himself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement will nevertheless remain effective.

This Agreement is binding on, and will inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than the County Defendants, which are Parties, are intended to be third-party beneficiaries of this Agreement.

14.18 Stay Pending Court Approval

Class Counsel and the County Defendants' Counsel agree to stay all proceedings in the Action and any appellate proceedings, including the pending motion for leave to appeal to the New York State Court of Appeals, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action and any appellate proceedings, in accordance with Section XIV of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in, any other proceedings

against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

14.19 Signatures

This Agreement may be executed in counterparts, and, when so executed, will constitute a binding original, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile signatures or signatures sent by email will be deemed original signatures and will be binding.

14.20 Notices

Whenever this Agreement requires or contemplates that one Party will or may give notice to the other, notice will be provided in writing by first class U.S. Mail and email to:

- a. If to Plaintiff or Class Counsel:

Kevin S. Landau
Taus, Cebulash & Landau, LLP,
123 William Street
Suite 1900A
New York, New York 10038
klandau@tcclaw.com

- b. If to the County Defendants' Counsel:

Elliot A. Hallak
Harris Beach Murtha Cullina PLLC
677 Broadway, Suite 1101
Albany, NY 12207
ehallak@harrisbeachmurtha.com

14.21 Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court

approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

14.22 Confidential Information

All orders, agreements and designations regarding the confidentiality of documents and information remain in effect, and all Parties and counsel remain bound to comply with such orders, agreements, and designations.

14.23 Confidentiality

The terms of this Agreement will remain confidential until filed in the Supreme Court of the State of New York, County of Suffolk.

14.24 Binding on Successors

The Agreement will be binding upon, and inure to the benefit of, the heirs, and Released Parties.

14.25 Waiver

The waiver by one Party of any provision or breach of the Agreement will not be deemed a waiver of any other provision or breach of the Agreement.

14.26 Exhibits

All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

14.27 Retention of Jurisdiction

The Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

14.28 Taxes

The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The County Defendants provide no legal advice and make no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any Benefit paid and/or received pursuant to this Agreement.

14.29 Support From The Parties

After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that this Settlement is in the best interest of the Class; (b) will support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file an Objection to the Settlement or this Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date
and year first above written.

Dated this July 24, 2026.


Kevin Landau
Taus, Cebulash & Landau, LLP


Elliot A. Hallak
Harris Beach Murtha Cullina PLLC


David J. Raimondo
The Raimondo Law Firm


Suffolk County
By: CHRISTOPHER J. CLAYTON


Robert McGrath, Jr.

Title: COUNTY ATTORNEY


Suffolk County Traffic

and Parking Violation Agency

By: Chad A. Lupinacci

Title: Executive Director

On Behalf of Plaintiff
and the Proposed Settlement Class

On Behalf of Defendants