

FOR IMMEDIATE RELEASE

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**PLAINTIFF & OKLAHOMA TRANSPORTATION
AUTHORITY ANNOUNCE PROPOSED SETTLEMENT TO
PIKEPASS LAWSUIT**

Oklahoma City, Okla. (October 11, 2005) – Plaintiff and the Oklahoma Transportation Authority (OTA) announce today that they have agreed upon a proposed settlement in the PikePass Class Action lawsuit that was filed in July, 2002. The terms of the settlement, which are subject to final approval at a December 9, 2005, hearing, will include all PikePass customers who have experienced a “system matched” transaction due to incomplete reading of the PikePass tag from January 1, 1991 - September 15, 2005. Affected customers will receive a “Notice of Proposed Settlement” in their September, 2005, PikePass statement.

Terms of the proposed settlement include PikePass travel credits for eligible customers. The travel credits will total approximately \$6 million and are expected to average over \$11.00 per PikePass account. Customers with existing accounts will automatically be credited. Class members who no longer have a PikePass, but would like to receive the credit, will need to open a new PikePass account.

Pikepass system improvements since July, 2002, include the recent modification of the PikePass billing statement, which uses an asterisk to identify system matched transactions, and a new licensing agreement that clarifies information related to system matched transactions. Additionally, the OTA will add a page to its website that will give customers information about system matched transactions and tips on how to avoid them.

Since July, 2002, the number of system matched transactions has decreased, and associated credits for these transactions have increased, resulting in significant benefits to PikePass customers. OTA has engaged a technology consultant, part of whose duty is to monitor PikePass

system performance and identify and assist in implementing system improvements. It is estimated that the class has already benefited more than \$3 million from the foregoing improvements. The benefits of reduced frequency of system matched transactions and increased credits are expected to continue into the future, further benefiting the PikePass customers.

“Current PikePass technology has improved considerably, resulting in significantly fewer misreads,” said Tim Stewart, Deputy Director of the Oklahoma Transportation Authority. “However, some system matched transactions will still occur. When a toll is in question, it is important for customers to notify our customer service representatives to have the charge adjusted.”

“We will continue to work with our PikePass customers to resolve any issues quickly and effectively,” said Stewart. “This litigation has encouraged us to increase our efforts to improve the PikePass system.”

Counsel for the class, Joe White, said, “The settlement results in compensation for the class to redress past overcharges associated with force matches and substantial improvement with the PikePass system. Going forward, the PikePass system’s accuracy has been enhanced, which means that there will be fewer system matched transactions. The clearer disclosure of system matched transactions enables PikePass customers to more easily identify and request credit for improper charges.”

System matched transactions can be caused by a variety of things, including equipment failure, bad weather, low battery, and improper mounting of the PikePass tags. PikePass customers are encouraged to review their monthly statements and notify the nearest PikePass office or call 1-800-745-3727 if they have received a system matched transaction that may have resulted in an overcharge. To expedite customer service, PikePass owners will need to have their billing statements available.

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Editor's Note: Notice of Proposed PikePass Settlement document below.

JAMES ARTHUR VINSON, on behalf of
himself and others similarly situated, Plaintiff,
v.
STATE OF OKLAHOMA ex rel.
OKLAHOMA TRANSPORTATION
AUTHORITY, et al., Defendants.

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**IN THE DISTRICT COURT OF
OKLAHOMA COUNTY
STATE OF OKLAHOMA**

Case No. CJ-2002-5734

NOTICE OF PROPOSED SETTLEMENT

The parties in this case reached a tentative settlement at a mediation held on September 1, 2005. This notice advises you of the existence of the settlement and of its terms. You are also advised what your options are regarding the proposed settlement. In any case, do not contact the Court directly, except in writing as instructed below.

SUMMARY OF CASE. Plaintiff alleged that the Defendant breached the PikePass agreement by failing to accurately record trips for PikePass customers resulting in “force match” (or “system matched”) transactions, then made the assumption that these “force match” transactions were generally the furthest distance on that turnpike. Plaintiff sought damages, costs, attorney fees and interest incurred by the class as a result of the overcharges from force matches. Plaintiff initially sought injunctive relief to require OTA to charge for the shortest, least expensive trip for force match transactions in the future. Plaintiff also sought to extend the scope of the damages class back to January 1991, which was disputed by OTA. OTA denied that it violated the PikePass license agreement. In accordance with the terms of the PikePass license agreement, OTA alleged that applicable tolls of PikePass account holders, as established by OTA, had been properly calculated. Incomplete, or force match, transactions cannot be eliminated from the PikePass system, and can result from a number of causes in the operating environment of the PikePass system. Given OTA’s obligations under existing contracts and applicable law relating to the PikePass system, OTA alleged that its practices relating to charges for such transactions were consistent with the license agreement and industry standards, and resulted in more accurate billing for the actual travel of PikePass account holders than the practices Plaintiff sought to impose on OTA by way of this action.

Both Plaintiff and OTA had engaged experts to calculate potential damages, and such experts had testified in this matter. OTA’s expert had calculated potential damages which could have been incurred by the damages class to range from less than \$3 million to approximately \$11.2 million depending on whether Plaintiff was permitted to seek damages before July 1997, or after July 2002 when this action was filed, and whether consideration should be given studies showing that substantially significant percentages of PikePass tags were not properly mounted by customers. Plaintiff’s expert agreed with OTA’s basic analysis but contended that problems with the underlying data indicated that higher damages may be appropriate.

STATUS OF THE LITIGATION. The Court initially certified a damages class defined as all PikePass customers (other than litigation counsel and government agencies) that have at least one force match after July 11, 1997. The Court also initially certified an injunctive class regarding prospective relief. As a result of the proposed settlement, the period for the damages class has been expanded to include the time frame from January 1, 1991 through September 15, 2005 and the damages class was modified to include (other than litigation counsel and government agencies) all PikePass customers with at least one force match transaction from January 1, 1991 through September 15, 2005. Also as a result of the proposed settlement and in light of recent changes to the license and use agreement, the injunctive class has been withdrawn. Trial was set for September 26, 2005. The parties reached this proposed settlement on September 1, 2005. Plaintiff is represented by Joe E. White, Jr., Charles C. Weddle III, both of the firm White & Weddle, P.C. and Edward L. White of the firm Edward L. White, P.C. The Defendant is represented by Patrick M. Ryan and Phillip G. Whaley of the firm Ryan, Whaley & Coldiron; James R. Waldo of the firm Mock, Schwabe; and Elizabeth Sharrock, Assistant Attorney General.

SETTLEMENT TERMS. The settlement is valued at more than \$12 million, including a minimum of \$9.3 million in cash and account credits for PikePass travel, and more than \$3

million in other benefits to the class. \$6 million in account credits for PikePass travel plus interest accrued thereon will be divided among PikePass account holders who are members of the class. Given the number of PikePass account holders, it is anticipated that each class member will receive an average PikePass travel credit of about \$11. No claims will need to be made. Credits for PikePass travel will be automatically credited to the PikePass accounts of class members and will be valid for PikePass travel until December 31, 2007. In the event a class member no longer has a PikePass account and/or a PikePass transponder (tag), it will be the customer's responsibility to open a new account in order to receive the travel credit. All PikePass travel in class members' accounts during the credit period will be applied first against the travel credit. If a class member's account has a negative balance at the time of application of the credit, the credit will be applied against any existing negative balance. Additional value to the class from the settlement other than travel credits and cash includes the OTA hiring a technology consultant for a cost of approximately \$1 million to improve and better manage system improvements/implementation. The PikePass statement is being redesigned to segregate all force match transactions in a specific location within the statement and call special attention to them to facilitate the customer calling to correct any erroneous charges. As a result of improvements and upgrades made since this litigation was initiated in July 2002, the PikePass system has become more accurate. A lower percentage of force matches occur system-wide. OTA also is adding information to its website giving additional disclosure regarding the occurrence of force matches, how customers will be charged for force matches, and how to contact OTA to correct any erroneous charges. Attorney fees totaling \$3 million (less than 25% of the total value of the settlement) plus an additional \$300,000 in costs have been requested. The settlement fully and finally resolves all claims asserted in this litigation or which could have been asserted consistent with the allegations in the Amended Petition, and mutual releases consistent with this objective will be executed. The class representative will receive \$30,000 to be paid from the funds available for costs as a bonus for agreeing to serve as a representative named party.

PURPOSE OF THIS NOTICE. *To participate in the settlement, you do not need to do anything.* If the Court approves the settlement and you are a member of the class, you will automatically receive a credit in your active PikePass account for PikePass travel. This notice is being provided consistent with statutory directives and a Court order. You have the following rights regarding the Damages Class: (1) you can participate in the class without taking any action; (2) you can object to the settlement; (3) you can enter an appearance individually or through counsel. You can object with or without requesting the right to appear and be heard at the hearing either in person or through counsel. If you wish to object to the settlement, you must mail your objection to Vinson Class Administrator, P.O. Box 18757, Oklahoma City, OK 73154 or e-mail your request to inquiry@pikepassclass.com.

Your objection must include the name(s) under which you have your PikePass account(s), the mailing address for your account(s), and your account number(s) (listed on your statement(s)). Objection must be post-marked or emailed by **November 14, 2005**. A hearing on the proposed settlement will be held on **December 9, 2005** at 9:00 o'clock a.m before the Honorable Judge Noma Gurich at the Oklahoma County Courthouse (321 Park Avenue, Oklahoma City, 73102, Courtroom Number 359). No one will be recognized at the hearing on the proposed settlement unless they have provided timely written notice of their objection and indicated that they desire to appear and be heard. The Court may limit presentation by objectors to avoid repetition. If you desire to object to the settlement, you must, by the foregoing date, mail to the Vinson Class Administrator, at the above-noted address, a document referencing this case and stating the following: (1) the nature of the objection, (2) whether you will be represented by counsel; and (3) whether you wish to be heard at the hearing. You will not be heard at the hearing unless you file and mail a written statement consistent with the foregoing.

You do not need to do anything to participate in the class. If you elect to object, your written objection, must be post-marked or e-mailed by November 14, 2005. Objections which are not timely submitted will not be considered, and you will not be recognized at the hearing unless you make a timely request to be heard.