

EXHIBIT E

Telliho, et. al. v. American Traffic Solutions, Inc., et. al.
Class Action Settlement
[Insert Claims Administrator's Address Here]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THE BACK OF THIS CARD PROVIDES A WEBSITE, TELEPHONE NUMBER, AND ADDRESS WHERE YOU CAN OBTAIN INFORMATION IN ORDER TO SUBMIT A CLAIM FORM.

THIS NOTICE ADVISES YOU OF A PROPOSED CLASS ACTION SETTLEMENT CONCERNING NEW JERSEY RED LIGHT CAMERA MONITORING SYSTEMS INSTALLED PURSUANT TO N.J.S.A. § 39:4-8.12 et. seq.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

Telliho, et. al. v. American Traffic Solutions, Inc., et. al.
U.S. District Court, District of New Jersey, Case No. 12-cv-4800-PGS-LHG

THIS CARD ONLY PROVIDES LIMITED INFORMATION ABOUT THIS SETTLEMENT

Your rights may be affected by a proposed class action Settlement of claims against American Traffic Solutions, Inc., ATS Consolidated, Inc., American Traffic Solutions and www.violationinfo.com (collectively, "ATS") and various New Jersey municipalities that contracted with ATS to install and operate red light camera monitoring systems at designated intersections ("Municipalities" and together with ATS, "Defendants"). The Settlement would resolve a lawsuit in which Plaintiffs allege various claims against the Defendants arising out of the implementation and operation of the red light camera monitoring system. These red light camera monitoring systems were authorized pursuant to N.J.S.A. § 39:4-8.12 et. seq. (the "Act"). Specifically, Plaintiffs allege that Defendants were statutorily non-compliant as to specific requirements contained within the Act. Plaintiffs brought suit on their own behalf and on behalf of all people who received a Notice of Violation issued by or on behalf of the Municipalities who contracted with ATS pursuant to the Act alleging a traffic violation on or before August 1, 2012, and who paid a fee or fine imposed thereby. Defendants deny the allegations. You received this Notice because the Defendants' records indicate that you received a Notice of Violation alleging a violation of the Act on or before August 1, 2012, and that the Notice of Violation has been paid.

The Settlement provides for eligible Settlement Class Members to receive a one-time payment per Settlement Class Member of up to \$XXXXXX. To receive a payment, you must timely complete and submit a Proof of Claim postmarked no later than _____, 2012. You may obtain complete information about the Settlement (including the Long Form Notice and a Proof of Claim) and deadlines by visiting the Settlement Website at www._____, telephoning _____, or writing the New Jersey Red Light Monitoring Camera Litigation Claims Administrator at _____.

If you do not wish to be a part of this Settlement, you may exclude yourself. If you do not exclude yourself, you will be bound by the Settlement and all Orders of the court. As a result, you will no longer be able to sue or continue to sue the Defendants about the claims in the Settlement. To request exclusion, you must mail your request in writing, postmarked no later than _____, 2012, to the New Jersey Red Light Monitoring Camera Litigation Claims Administrator at _____. The Court, located at 402 East State Street, Trenton, NJ 08608, will conduct a hearing on whether to approve the Settlement on _____, 2012, and if so, determine what amount of fees and expenses should be awarded to class counsel and the class representatives. If you wish, you or your own lawyer may ask to appear and speak at the hearing at your own cost. You may object to the Settlement in advance of that hearing by following the procedure set forth in the Long Form Notice. Your objection must be received by _____.

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Proof of Claim	If you are an eligible Settlement Class Member and you wish to receive a one-time payment of up to \$ [redacted] for each Notice of Violation you received and paid, you need to complete and submit a Proof of Claim in a timely manner. The Proof of Claim is necessary to ensure that only eligible Settlement Class Members receive a monetary benefit. A Proof of Claim form is available at the Settlement Web site at [redacted] or by calling the Claims Administrator toll free at [redacted] or by writing the Claims Administrator at [redacted].
Do Nothing	By doing nothing, you forfeit the opportunity to receive any monetary compensation and you give up any rights to sue Defendants, and certain parties related to them, separately about the claims that have been or could have been asserted in this lawsuit.
Ask to be Excluded	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendants about the same legal claims in this lawsuit.
Object	You may write to the Court about why you do not like the Settlement.
Go To A Hearing	You may ask to speak in Court about the fairness of the Settlement.

Your rights and options – and the deadlines to exercise them – are explained in detail below.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

Questions? Visit [website] or call toll free [phone number]

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Questions? Visit [website] or call toll free [phone number]

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BASIC INFORMATION

1. Why did I receive notice of this lawsuit?

This lawsuit involves the Municipality's enforcement of red light violations through the use of unmanned red light monitoring cameras. The Defendants issued Notices of Violations imposing civil fees or fines for red light violations detected in this manner. **The records of Defendants indicate that you received a Notice of Violation issued by or on behalf of the Municipalities pursuant to the Act alleging a traffic violation that occurred on or before August 1, 2012, and paid the fee or fine imposed thereby.**

You previously received a postcard notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court, District of New Jersey (Trenton Vicinage), and the case is pending in front of the Honorable Peter G. Sheridan, United States District Judge. The lawsuit is known as *John Telliho, et. al. v. American Traffic Solutions, Inc., et. al.*, Case No.: 12-cv-4800-PGS-LHG. The persons who sued are called Plaintiffs, and the parties sued are called the Defendants.

2. What is this lawsuit about?

On January 13, 2008, the New Jersey Assembly Bill 4314 was signed into law as N.J.S.A. 39:4-8.12, et. seq. (the "Act"). The Act established a five-year pilot program authorizing the installation and utilization of red light camera monitoring systems in New Jersey, and setting minimum statutory requirements for the operation of such systems. The Act authorized certain municipalities to erect red light camera monitoring systems and issue Notices of Violation to vehicles who violated a red light. Specifically, the Act provided that red light violations could be detected by unmanned cameras, and that Notices of Violation imposing fees or fines would be issued to the registered owner of the vehicle so detected.

This lawsuit alleges that the Defendants were statutorily non-compliant as to specific requirements contained within the Act, namely the requirements contained within N.J.S.A. 39:4-8.14(a)(3) and 39:4-8.14(e). Defendants deny these allegations.

3. Why is this lawsuit a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" or "Lead Plaintiffs" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members" (in this case the Settlement Class). The persons who sued—and all of the Settlement Class Members like them—are called the Plaintiffs. The individual, government entity and/or company they sued (in this case the Municipalities and ATS) is/are called the Defendant(s). One

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Court resolves the issues for everyone in the Settlement Class—except for those people who choose to exclude themselves from the Settlement Class. Judge Sheridan is in charge of this case and certified the lawsuit as a class action for settlement purposes only.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs, ATS or the Municipalities. Instead, Lead Plaintiff and ATS agreed to enter into the Settlement after an extensive exchange of information and vigorous arms-length negotiation. That way, they avoid litigation costs, and the people affected will get compensation. The Lead Plaintiff, and counsel for the Lead Plaintiff and the Settlement Class Members (“Lead Counsel”) think the Settlement is best for the Settlement Class Members.

WHO IS COVERED BY THE SETTLEMENT?

5. Am I a Settlement Class Member?

Your receipt of the postcard notice indicates that you have been identified as a potential Settlement Class Member because, according to Defendants’ records, you received a Notice of Violation issued by or on behalf of one of the Municipalities pursuant to the Act alleging a traffic violation that occurred on or before August 1, 2012, and paid the fee or fine imposed thereby

THE SETTLEMENT BENEFITS - WHAT YOU GET

6. What does the Settlement provide?

If approved by the Court, the Settlement will result in dismissal of this case and final resolution of all claims raised against Defendants. Such dismissal will release Defendants from liability for the claims in this lawsuit. The terms of the Settlement are described in full in a document known as the Stipulation and Agreement of Settlement (“Settlement Agreement”). The Settlement Agreement is available for your inspection at the U.S. District Court, District of New Jersey’s Online Case Management/Electronic Case Filing (CM/ECF) System which can be found at <https://ecf.njd.us.courts.gov>. The capitalized terms as used in this notice have the same meaning as the terms set forth in the Settlement Agreement.

7. What can I get from the Settlement?

Under the Settlement, ATS is making a Settlement Fund of up to \$4,200,000.00 available to pay the claims of eligible Settlement Class Members and certain other fees and expenses. The Settlement Fund will be applied first to any applicable taxes and to pay any Compensation to Lead Counsel and the Lead Plaintiffs, as described in the Settlement Agreement. After those payments, the Settlement Fund will be applied to valid and timely claims submitted by Settlement Class Members. It is anticipated that the Settlement Fund will enable a payment of up to \$ [redacted] for each Notice of Violation received and paid by a Settlement Class Member. *Please note that if you have previously received a refund from one of the Municipalities for a Notice of Violation, you are NOT entitled to a payment from the Settlement Fund for that Notice of Violation.* In the event that the Settlement Fund, net of the payments described herein, is not sufficient to enable a payment of

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\$ [redacted] for each claim, the per-claim payment will be decreased in proportion to the total number of claims made. If you are an eligible Settlement Class Member and wish to receive this benefit, you must timely submit a Proof of Claim to the Claims Administrator as described below.

HOW YOU GET COVERAGE - SUBMITTING A CLAIM

8. How can I make a claim?

If you are an eligible Settlement Class Member and you wish to receive a one-time payment of up to \$ [redacted] for each Notice of Violation that you received and paid, you need to complete and submit a Proof of Claim in a timely manner. This form is necessary to ensure that only eligible Settlement Class Members receive a monetary benefit. The Proof of Claim is available at the Settlement Website at [www.\[redacted\].com](http://www.[redacted].com) or by calling the Claims Administrator toll free at [redacted] or by writing the Claims Administrator at [redacted].

The fully completed Proof of Claim must be submitted to the Claims Administrator either by: (a) mailing it to New Jersey Red Light Camera Monitoring Litigation Settlement at [redacted]; or (b) submitting it online at the Settlement Website at [www.\[redacted\].com](http://www.[redacted].com). The deadline for submission of the Proof of Claim is **Month 00, 2013**. Accordingly, to be valid, any Proofs of Claim which are mailed must be postmarked or submitted online no later than **Month 00, 2013**, and accurately addressed to the Claims Administrator. You may attend the court hearing described below if you wish, but your attendance or non-attendance will not affect your eligibility to submit the Proof of Claim. You do not need to appear in court, and you do not need to hire an attorney in this case.

9. When would I get my payment?

The Court will hold a hearing on **Month 00, 2013**, to decide whether to approve the Settlement. If Judge Sheridan approves the Settlement, and after that, no appeal is taken, then you will be receiving your payment promptly. If an appeal is taken, then resolving it may take some time, perhaps up to, or more than, a year. Please be patient.

10. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, regardless of whether you elect to receive payment, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants regarding the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. In addition, as a result, as further detailed in the Settlement Agreement, Settlement Class Members who have not timely requested exclusion from this Settlement Class shall be deemed to have, and by operation of the Final Order shall have fully, finally and forever released, relinquished, and discharged all Released Claims, including Unknown Claims, against certain Released Persons.

The Settlement Agreement defines "Released Claims" – that is, the claims that you will give up against Defendants – as any and all claims, rights, demands, obligations, controversies, debts,

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damages, losses, actions, causes of action, and liabilities of any kind or nature whatsoever (collectively, "Claims") whether in law or equity, whether based on federal, state, local, constitutional, statutory, or common law (including, but not limited to, claims sounding in tort (including fraud or fraud in the inducement) or contract or any claims for attorneys' fees or costs) or any other law, whether accrued or unaccrued, fixed or contingent, or matured or unmatured, including both known and Unknown Claims, that have been or could have been asserted by the Lead Plaintiff or the Settlement Class Members, or any of them, or the heirs, executors, successors, or assigns of any of them, directly, derivatively, or in any representative or other capacity, and any claim arising out of the matters alleged in the Litigation, whenever arising, against ATS or any Related Party in the Litigation or any other forum; or arising out of the allegations, transactions, facts, events, matters, occurrences, acts, representations, or omissions involved in, set forth in, or referred to in the Litigation; or that could have been asserted in the Litigation.

"Unknown Claims," which are among the Claims you will release, are defined as any and all Released Claims that any Plaintiff or Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons from the Released Claims which, if known by him, her or it, might have affected his, her or its decisions with respect to the Settlement and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, each of the Settlement Class Members shall be deemed to have expressly waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits, conferred by any law, rules, or regulations of any state or territory of the United States or any other country, or principle of common or civil law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, which expressly include Unknown Claims. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver and inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and a key element of the Settlement of which this release is a part.

The Released Persons – that is, those individuals and entities who you will not be able to sue on any Released Claim – are what the Settlement Agreement defines as ATS and each and all of the Related Parties, including but not limited to the Municipalities. The Settling Defendants are the four defendants referred to as ATS. The Related Parties means (i) ATS's successors, assigns, employees, officers, directors, attorneys, legal representatives, insurers, reinsurers, accountants or auditors, banks, investment banks, underwriters, consultants, and agents, (ii) any Person or entity which is or has been related to or affiliated with ATS, including, but not limited to, any direct or indirect

Questions? Visit [website] or call toll free [phone number]

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predecessor, successor, parent, subsidiary, or sister corporation or business organization of ATS, and (iii) any Person or entity in which ATS has or had a controlling interest and the present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, employees, officers, directors, attorneys, assigns, legal representatives, insurers, reinsurers, accountants or auditors, banks, investment banks, underwriters, consultants, and agents of any such Person or entity, and (v) any of the Municipalities (as that term is defined in the Settlement Agreement).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as opting out of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the New Jersey Red Light Camera Monitoring Litigation Settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request letter postmarked by **Month 00, 2013**, to New Jersey Red Light Camera Monitoring Litigation Settlement- Exclusions, at [redacted].

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

12. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **Month 00, 2013**. Any exclusion request postmarked after that date will not be valid, and the sender will be a Settlement Class Member and bound by the Settlement and Release.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that the law firms of Shabel & DeNittis, P.C. of Marlton, New Jersey and Paris, Ackerman & Schmierer LLP of Roseland, New Jersey, are qualified to represent you and all Settlement Class Members. Together the law firms are called "Lead Counsel." They are experienced in handling similar cases. More information can be obtained about these law firms, their practices, and their lawyers' experience by contacting the following Lead Counsel:

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Stephen P. DeNittis, Esq.
SHABEL & DENITTIS P.C.
5 Greentree Centre, Suite 302
Marlton, NJ 08053
(856) 797-9951
Email: sdenittis@shabeldenittis.com
Website: www.shabeldenittis.com

14. How will the lawyers be paid?

Lead Counsel has pursued this lawsuit on a contingent basis and has paid all costs of the lawsuit. These attorneys have not yet been paid or recovered any of their costs associated with the lawsuit. As part of the Settlement, Lead Counsel will request that a payment for their reasonable attorneys' fees, costs and disbursements. Lead Counsel's petition for fees and costs will be filed with the Court no later than [redacted], and may be reviewed by any interested party. The Court will make a determination of final reasonable fees and costs at the Fairness Hearing based on Lead Counsel's Application and responses thereto, if any. Any money paid to Lead Counsel will be paid out of the Settlement Fund created by ATS.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must have served on the following counsel, such that they are received by such counsel on or before thirty (30) calendar days before the Settlement Hearing: (a) a written notice of objection, including a written notice of your intention to appear if you intend to do so; (b) a written statement of the position you will assert; (c) the reasons for your position and (d) copies of any papers, briefs or other matter you wish the Court to consider:

Stephen P. DeNittis, Esq.
SHABEL & DENITTIS P.C.
5 Greentree Centre, Suite 302
Marlton, NJ 08053
(856) 797-9951

Counsel for Plaintiff

and

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Benjamin C. Caldwell, Esq.
BURNS & LEVINSON, LLP
One Citizens Plaza, Suite 1100
Providence, RI 02903
(401) 831-8330

Counsel for ATS Defendants

You must also file said objection, papers and briefs, and proof of service and on the above-listed counsel, with the United States District Court, District of New Jersey, 402 East State Street, Trenton, NJ 08608, on or before the same date. Any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection (including any right of appeal) and shall forever be foreclosed from making any such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, unless otherwise ordered by the Court.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **Month 00, 2013**, at **TIME**, at the Clarkson F. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Sheridan will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will also decide whether to approve the Settlement and how much to pay Lead Counsel. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Lead Counsel will answer any questions Judge Sheridan may have. But, you are welcome to come at your own expense. If you send an objection, you may come in person to the Court for the Fairness Hearing, retain your own attorney to appear for you at the Fairness Hearing, or not come at all, and the Court will consider your objection.

19. May I speak at the hearing?

Questions? Visit **[website]** or call toll free **[phone number]**

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You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Telliho, et. al. v. American Traffic Solutions, Inc. et. al.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month 00, 2013**, and be sent to New Jersey Red Light Camera Litigation Settlement at [redacted] and to the Court at the Clarkson F. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you forfeit the opportunity to receive any monetary compensation and you give up any rights to sue Defendants separately about the claims that have been or could have been asserted in this lawsuit.

GETTING MORE INFORMATION

21. Are there more details available?

The Pleadings, the Settlement Agreement, and other papers filed in this lawsuit are available for your inspection in the U.S. District Court, District of New Jersey's Online Case Management/Electronic Case Filing (CM/ECF) System which can be found at <https://ecf.njd.us.courts.gov>.

Additional information may be obtained at the Settlement Web site at [www. [redacted].com]. You may also contact the Claims Administrator toll free at [redacted] or in writing at [redacted]. Additionally, you may contact Lead Counsel, whose contact information is listed above.

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK OF THE COURT.

DATE: **Month 00, 2013**.

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Questions? Visit [website] or call toll free [phone number]