

CLASS ACTIONS SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT dated October 29, 2024.

BETWEEN:

DAYNE ZIEGLER (the “**BC Plaintiff**”)

- and -

TRANSPORT TFI 2, S.E.C. (the “**QC Plaintiff**”)

(together, the “**Plaintiffs**”)

- and -

HINO MOTORS, LTD., HINO MOTORS MANUFACTURING U.S.A., INC, HINO MOTORS SALES U.S.A., INC., HINO MOTORS CANADA, LTD. (the “**Defendants**”)

(all collectively, the “**Parties**”)

RECITALS:

WHEREAS the BC Plaintiff commenced a proposed class proceeding on October 19, 2023, before the Supreme Court of British Columbia bearing the court number S-237109 against the Defendants;

WHEREAS the former plaintiff, Les Terrassements Multi-Paysages Inc., commenced a proposed class action on November 1, 2023, before the Superior Court of Québec, bearing the court file number 500-06-001275-235 against some of the Defendants, including Hino Motors, Ltd. and Hino Motors Canada, Ltd.;

WHEREAS on October 24, 2024, the Superior Court of Québec authorized the substitution of the representative plaintiff Les Terrassements Multi-Paysages Inc. by Transport TFI 2, S.E.C. and other amendments;

WHEREAS the Defendants deny all of the Plaintiffs’ allegations contained in the Actions (as defined below) and do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind by the Defendants, as alleged in the Actions or otherwise;

WHEREAS despite the Defendants’ belief that the allegations advanced in the Actions are unfounded and that they have good and reasonable defences both to certification/authorization and on the merits, the Defendants have agreed to enter into this Settlement Agreement to achieve a final resolution of all claims asserted, or which could have been asserted against them by the Plaintiffs in the Actions, and to avoid further expense, inconvenience and the distraction of protracted litigation;

WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present and future claims of the Plaintiffs and Settlement Class Members (as defined below) arising out of or relating to the allegations contained in the Action, without admission or prejudice whatsoever;

WHEREAS the Defendants represent that approximately 22,666 Settlement Class Trucks (as defined below) were originally sold in Canada, including approximately 5,990 Settlement Class Trucks that were originally sold in Québec, and have, under the protection of a confidentiality undertaking, provided the Plaintiffs with the Vehicle Identification Numbers (“VIN”) of these Settlement Class Trucks;

WHEREAS the Parties, with counsel, engaged in arm’s-length settlement discussions and negotiations that resulted in this Settlement Agreement, which includes all of the terms and conditions of the settlement between the Defendants and the Plaintiffs, both individually and on behalf of the Settlement Class Members they seek to represent, subject to the approval of the Courts in British Columbia and in Québec;

WHEREAS the Plaintiffs and Class Counsel (as defined below) have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs’ claims, and having regard to the burden and expense of litigating the Actions, including the risks and uncertainties associated with certification/authorization, trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Settlement Class Members;

WHEREAS the Parties intend for this Settlement Agreement to supersede all other agreements between the Parties that may exist.

NOW THEREFORE in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that all claims of the Plaintiffs and the Settlement Class Members in the Actions be settled, subject to the approval of the Courts in British Columbia and in Québec, on the following terms and conditions:

1. DEFINITIONS

As used in this Settlement Agreement, including the attached exhibits, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise:

Actions

- 1.1** “**Actions**” means the BC Action and the QC Action.
- 1.2** “**BC Action**” means *Dayne Ziegler v. Hino Motors, Ltd., et al.*, BCSC Vancouver Registry No. S-237109.
- 1.3** “**BC Notice of Civil Claim**” means the Notice of Civil Claim filed on October 19, 2023, as amended on November 30, 2023.

- 1.4** “**QC Action**” means *Transport TFI 2, S.E.C. c. Hino Motors, Ltd., et al.*, Superior Court of Québec court file No. 500-06-001275-235, as amended.
- 1.5** “**QC Application to Institute a Class Action**” means the *Application to Institute a Class Action and to Obtain the Status of Representative* filed on November 1, 2023, as amended in accordance with the judgment of the Superior Court of Québec on October 24, 2024.

Applications

- 1.6** “**BC Application for Certification and Notice Approval**” means the application filed pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 for an order certifying the BC Action on behalf of the BC Settlement Class for settlement purposes only and for approval of the BC Certification and Notice Approval Order described in Section 2.
- 1.7** “**BC Application for Settlement Approval**” means the application filed with the BC Court for approval of the Settlement Agreement.
- 1.8** “**QC Application for Authorization and Notice Approval**” means the application filed pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) for authorization of the QC Action on behalf of the QC Settlement Class for settlement purposes only and for approval of the QC Authorization and Notice Approval Order described in Section 2.
- 1.9** “**QC Application for Settlement Approval**” means the application filed with the QC Court pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) for an order approving the Settlement Agreement.

Courts

- 1.10** “**Courts**” means the BC Court and the QC Court.
- 1.11** “**BC Court**” means the Supreme Court of British Columbia.
- 1.12** “**QC Court**” means the Superior Court of Québec.

Hearings

- 1.13** “**BC Settlement Approval Hearing**” means the hearing held by the BC Court for the purpose of determining whether to approve this Settlement Agreement as fair and reasonable and in the best interests of the BC Settlement Class as a whole. Subject to Court availability, the Parties agree to make best efforts to have the BC Settlement Approval Hearing take place no later than 120 days after the BC Certification and Notice Approval Order is issued.
- 1.14** “**QC Settlement Approval Hearing**” means the hearing held by the QC Court for the purpose of determining whether to approve this Settlement Agreement as fair

and reasonable and in the best interests of the QC Settlement Class as a whole. Subject to Court availability, the Parties agree to make best efforts to have the QC Settlement Approval Hearing take place no later than 120 days after the QC Authorization and Notice Approval Order is issued.

Notice

- 1.15** “**BC Notice**” means the notice, in its short and long form, described in Section 6 notifying the BC Settlement Class Members of the BC Settlement Approval Hearing and, if the Courts approve a single notice plan, the Settlement Claims process.
- 1.16** “**Notice Date**” means the date on which the Notice Program commences, which the Parties anticipate will occur as soon as practicable following the issuance of the BC Certification and Notice Approval Order and the QC Authorization and Notice Approval Order.
- 1.17** “**Notice Program**” means the program for distributing information about the Settlement Agreement to Settlement Class Members contemplated by Section 6.
- 1.18** “**QC Notice**” means the notice, in its short and long form, described in Section 6, notifying the QC Settlement Class Members of the QC Settlement Approval Hearing and, if the Courts approve a single notice plan, the Settlement Claims process.

Orders

- 1.19** “**Approval Orders**” means the Settlement Approval Orders, the BC Certification and Notice Approval Order, and the QC Authorization and Notice Approval Order.
- 1.20** “**Settlement Approval Orders**” means both the BC Settlement Approval Order and the QC Settlement Approval Order.
- 1.21** “**BC Certification and Notice Approval Order**” means the order that is issued by the BC Court certifying the BC Action for settlement purposes only, appointing the Claims Administrator and approving the Notice Program as outlined in Section 2.
- 1.22** “**QC Authorization and Notice Approval Order**” means the order that is issued by the QC Court authorizing the QC Action as a class proceeding for settlement purposes only, appointing the Claims Administrator and approving the Notice Program as outlined in Section 2.
- 1.23** “**BC Settlement Approval Order**” means the order that is issued by the BC Court granting final approval of this Settlement Agreement, including approving the Release, dismissing the claims asserted in the BC Action with prejudice against the Defendants and granting approval of the Distribution Protocol.

1.24 “QC Settlement Approval Order” means the order that is issued by the QC Court granting final approval of this Settlement Agreement, including approving the Release, and granting approval of the Distribution Protocol.

Settlement Class

1.25 “BC Settlement Class” means, for purposes of this Settlement Agreement only, all persons who purchased or leased a Settlement Class Truck in the Rest of Canada, prior to the Notice Date. The following entities and individuals are excluded from the BC Settlement Class:

- (a) the Defendants’ officers, directors, and employees;
- (b) the Defendants’ affiliates and affiliates’ officers, directors, and employees;
- (c) the Defendants’ authorized motor vehicle dealers, their officers and directors;
- (d) the Defendants’ distributors and distributors’ officers, directors and employees; and
- (e) all those who would otherwise be included in the BC Settlement Class but have validly opted out pursuant to the terms of the BC Certification and Notice Approval Order.

1.26 “BC Settlement Class Member” means a member of the BC Settlement Class.

1.27 “QC Settlement Class” means, for the purpose of this Settlement Agreement only, all person who purchased or leased a Settlement Class Truck in Québec, prior to the Notice Date. The following entities and individuals are excluded from the QC Settlement Class:

- (a) the Defendants’ officers, directors, and employees;
- (b) the Defendants’ affiliates and affiliates’ officers, directors, and employees;
- (c) the Defendants’ authorized motor vehicle dealers, their officers and directors;
- (d) the Defendants’ distributors and distributors’ officers, directors and employees; and
- (e) all those who would otherwise be included in the QC Settlement Class but have validly opted out pursuant to the terms of the QC Authorization and Notice Approval Order.

1.28 “QC Settlement Class Member” means a member of the QC Settlement Class.

1.29 “Settlement Class” means the BC Settlement Class and the QC Settlement Class.

1.30 “Settlement Class Member” means a BC Settlement Class Member or a QC Settlement Class Member.

1.31 “**Settlement Class Truck**” means any on-road vehicle equipped with a Hino model year 2010-2019 engine and sold or leased in Canada. Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that this definition includes most or all of the Hino trucks included in Exhibit A of this Settlement Agreement.

Other terms

1.32 “**Claim**” or “**Claims**” means any and all actual or potential claims, counterclaims, cross claims, third-party claims, actions, causes of action, suits, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, restitution, disgorgement, costs, fees, lawyers’ fees, or penalties of any kind. For the avoidance of doubt, “Claim” includes but is not limited to any cause of action asserted in the Actions.

1.33 “**Claims Administration Costs**” means all fees, costs, and other expenses, without limitation, relating to the Claims Administrator’s implementation and administration of this Settlement Agreement.

1.34 “**Claims Administrator**” means the person appointed by the Courts to (1) oversee and administer the Settlement Claims process pursuant to the Distribution Protocol and (2) implement and consult on the Notice Program as described in Sections 4 and 6 of this Settlement Agreement, respectively.

1.35 “**Class Counsel**” means BC Class Counsel and QC Class Counsel.

1.35.1 “**BC Class Counsel**” means CFM Lawyers LLP and Kazlaw Personal Injury Lawyers.

1.35.2 “**QC Class Counsel**” means Belleau Lapointe LLP.

1.36 “**Class Counsel Fees**” means BC Class Counsel Fees and QC Class Counsel Fees.

1.36.1 “**BC Class Counsel Fees**” means all of the fees and disbursements of BC Class Counsel and any applicable taxes thereon, awarded at the discretion of the BC Court, and to be paid exclusively from the Settlement Cash Value.

1.36.2 “**QC Class Counsel Fees**” means all of the fees and disbursements of QC Class Counsel and any applicable taxes thereon, awarded at the discretion of the QC Court, and to be paid exclusively from the Settlement Cash Value.

1.37 “**Defendants’ Counsel**” means Osler, Hoskin & Harcourt LLP.

1.38 “**Distribution Protocol**” means the procedures approved by the Courts for the administration and distribution of the Settlement Cash Benefits contemplated by Section 4.

- 1.39** “**Effective Date**” means the date on which all of the following events have occurred: (a) the Settlement Approval Orders have been issued by the Courts, and (b) either: (i) the time to appeal from the Settlement Approval Orders and all orders issued in connection with them has expired and no appeal has been taken; or (ii) if a timely appeal of the Settlement Approval Orders or any orders issued in connection with them is taken, the date on which the Settlement Approval Orders and all orders issued in connection with them are no longer subject to further direct appellate review if the Settlement Approval Orders and all orders issued in connection with them have not been reversed in any way. If Class Counsel and Defendants’ Counsel agree in writing, the “Effective Date” can occur on any other earlier agreed date.
- 1.40** “**Extended Warranty**” means the warranty offered through this Settlement Agreement, as described in Section 3.2.
- 1.41** “**New Parts Warranty**” means the warranty made available through this Settlement Agreement, as described in Section 3.3.
- 1.42** “**Opt-Out Deadline**” means the last day a member of the Settlement Class may opt out of the Settlement, which shall be sixty (60) days after the Notice Date.
- 1.43** “**Release**” means the release and waiver described in Section 9 of this Settlement Agreement.
- 1.44** “**Released Claims**” means any and all Claims based in any way on conduct that occurred prior to the earlier of (i) November 6, 2024 or (ii) the date of the Plaintiffs delivering a written waiver of their right to terminate this Settlement Agreement in accordance with Section 12.3, that the Plaintiffs or any member of the Settlement Class ever had, now have, or may have in the future, arising out of or in any way relating to the purchase, lease, use, service, repair, or maintenance of any of the Settlement Class Trucks and also relating in any way to:
- (a) certification testing, fuel economy, emissions, or OBD monitors;
 - (b) any of the alleged violations of any Canadian (federal or provincial) laws, statutes, regulations or codes;
 - (c) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the BC Notice of Civil Claim and the QC Application to Institute a Class Action; or
 - (d) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b) or (c) of this paragraph.
- 1.45** “**Released Party**” or “**Released Parties**” means Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc, Hino Motors Sales U.S.A., Inc., Hino Motors Canada, Ltd., (including, without limitation, acquirers of all or substantially all of their

assets, stock, or other ownership interests) and assigns; their past, present, and future, direct and indirect, parents, subsidiaries, and affiliates; any entity involved in the supply chain of the manufacturing, distribution, and sale of the Settlement Class Trucks, including authorized dealers; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, lawyers, shareholders, advisors, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the foregoing.

- 1.46** “**Releasing Parties**” means the Plaintiffs and each Settlement Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, and any agents, representatives, trustees, trusts, executors, administrators, heirs, beneficiaries, estates, administrators, advisors, assigns, predecessors and successors of any of the foregoing.
- 1.47** “**Rest of Canada**” means all of Canada other than the Province of Québec.
- 1.48** “**Settlement**” means the settlement contemplated by the terms of this Agreement.
- 1.49** “**Settlement Agreement**” means this Settlement Agreement, including recitals and exhibits.
- 1.50** “**Settlement Cash Benefits**” means funds paid to Settlement Class Members who submit timely and valid Settlement Claims, which in the aggregate shall not exceed the Settlement Cash Value less any amounts to be drawn from the Settlement Cash Value under the terms of this Agreement.
- 1.51** “**Settlement Cash Value**” means the total cash consideration of \$55,000,000.00 CDN, which, as described in Section 3.6, is the total amount Defendants will pay in connection with this Settlement Agreement, other than any payments made by Defendants to satisfy their obligations under Sections 3.2 and 3.3 of this Settlement Agreement.
- 1.52** “**Settlement Claim**” means a claim to receive Settlement Cash Benefits.
- 1.53** “**Settlement Claim Form**” means the electronic and/or paper form(s) that Settlement Class Members must use to submit a Settlement Claim under this Settlement Agreement. Such Settlement Claim Form will be made available in both English and French.
- 1.54** “**Settlement Claims Deadline**” means the deadline by which Settlement Class Members must submit a Settlement Claim Form to the Claims Administrator to receive Settlement Cash Benefits. The Settlement Claims Deadline is 90 days after issuance of the later of the Settlement Approval Orders but may be extended by agreement of the Parties.
- 1.55** “**Settlement Claims Period**” means the time period during which Settlement Class Members may submit a Settlement Claim under the Settlement Agreement. The

Settlement Claims Period begins on or before the Notice Date and concludes on the Settlement Claims Deadline.

- 1.56** “**Settlement Website**” means the website in both English and French that shall be created for settlement administration purposes by the Claims Administrator in the manner contemplated by Sections 4.1 and 6.1 of this Settlement Agreement.
- 1.57** “**Trust Account**” means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of BC Class Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members.
- 1.58** “**Unclaimed Funds**” means any amounts remaining of the Settlement Cash Value after all Settlement Cash Benefits, Class Counsel Fees, and Claims Administration Costs have been paid, allocated, or distributed. Unclaimed Funds will include stale-dated cheques, as further described in the Distribution Protocol.

Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. BC CERTIFICATION, QC AUTHORIZATION AND NOTICE APPROVAL ORDERS

- 2.1** As soon as practical after the execution of the Settlement Agreement, the BC Plaintiff shall file an Application for Certification and Notice Approval pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. That application shall, among other things, ask the BC Court to certify the BC Action for settlement purposes only, to appoint the BC Plaintiff as representative of the BC Settlement Class, to appoint the Claims Administrator and to approve the Notice Program. Certification of the BC Action shall be for settlement purposes only, and the Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.
- 2.2** As soon as practical after the execution of the Settlement Agreement, the QC Plaintiff shall file an Application for Authorization and Notice Approval pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01). That application shall, among other things, ask the QC Court to authorize the QC Action for settlement purposes only, to appoint the QC Plaintiff as representative of the QC Settlement Class, to appoint the Claims Administrator, and to approve the Notice Program. Authorization of the QC Action shall be for settlement purposes only, and Defendants do not waive any arguments that they may have that class authorization for any other purpose would be improper.
- 2.3** The Parties agree to take all actions and steps reasonably necessary to obtain a BC Certification and Notice Approval Order and a QC Authorization and Notice Approval Order and to fully implement and effectuate this Settlement Agreement.

- 2.4** The Parties agree that they will seek approval from the Courts to have the Settlement Claims process under the Distribution Protocol initiated as part of the Notice Program, as further detailed in Section 6. For clarity, if the Approval Orders are granted no distribution of the Settlement Cash Benefits will occur until after the Effective Date.
- 2.5** The Parties will not seek to implement the BC Certification and Notice Approval Order or the QC Authorization and Notice Approval Order if the corresponding order is not granted. The orders sought in both jurisdictions will reflect this understanding.
- 2.6** Any order, ruling or determination made by the Courts amending the wording and the terms for the dissemination and publication of the BC Notice or the QC Notice will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions or cost to the Defendants of the Settlement Agreement.

3. SETTLEMENT CLASS MEMBER COMPENSATION AND REMEDIES

- 3.1** The Plaintiffs will seek approval from the Courts of a Distribution Protocol consistent with the following:

(a) Allocation per Settlement Class Truck. After deducting Class Counsel Fees and Claims Administration Costs, the remaining Settlement Cash Value will be allocated evenly (subject to Section 3.1(b) below), on a per-capita basis, among all Settlement Class Trucks for which the Claims Administrator has received a valid Settlement Claim.

(b) Payments to Settlement Class Members. If more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck, then the original owner who purchased that Settlement Class Truck new shall receive 60% of the funds allocated to that Settlement Class Truck, and the remaining 40% will be distributed evenly to or among the remaining Settlement Class Member(s) that submit a valid Settlement Claim on that Settlement Class Truck. For example, if each Settlement Class Truck is allocated \$2,000, and an original owner, a subsequent owner, and a lessee all submit valid Settlement Claims on the same vehicle, the original owner would receive \$1,200, and the lessee and subsequent owner would each receive \$400. The Claims Administrator, in consultation with Class Counsel, may adjust the allocation for Settlement Class Members, if any, that owned or leased their Settlement Class Trucks for less than six months.

- 3.2 Extended Warranty.** Defendants shall offer an Extended Warranty to Settlement Class Members in accordance with the terms set forth in Exhibit B.

- 3.3 New Parts Warranty.** If, within three years of the date of this Settlement Agreement, the Defendants initiate a government-mandated or a government-recommended emissions system recall or repair campaign, the Defendants will provide a New Parts Warranty covering any parts repaired, replaced, or modified by the recall or repair. The New Parts Warranty will last for five years from the date the Settlement Class Truck is repaired under an emissions system recall or repair campaign. The Defendants shall notify Settlement Class Members and authorized dealers of the New Parts Warranty in connection with any recall or repair campaign.
- 3.4 Warranty Transfer.** The Extended Warranty and New Parts Warranty described herein shall transfer with the Settlement Class Trucks for the entire duration of the warranty periods.
- 3.5 Warranty Implementation.** The Defendants shall (a) educate and inform their authorized dealers about the Extended Warranty and, if applicable, New Parts Warranty, including by providing them copies thereof, and (b) update their dealer interface systems, internal warranty databases, and claims management systems to reflect the warranty coverage available under the Extended and New Parts Warranties for each of the Settlement Class Trucks.
- 3.6 Second Distribution of Unclaimed Funds.** The Settlement shall be non-reversionary, meaning that no amount of the Settlement Cash Value will revert to Defendants. If there are any Unclaimed Funds remaining in the Settlement Cash Value and a second distribution of Settlement Cash Benefits to all Settlement Class Members who received Settlement Cash Benefits as part of the initial distribution is economically feasible in the opinion of the Claims Administrator, the Plaintiffs will seek approval of a second distribution from the Courts.
- 3.7 Allocation of Unclaimed Funds.** If it is not feasible and/or economically reasonable to attempt a second distribution or if there are any Unclaimed Funds remaining in the Settlement Cash Value after a second distribution, such Unclaimed Funds shall be distributed to *cy pres* recipients, in the following manner:
- (a) a portion of the Unclaimed Funds representing the proportion of the total Settlement Cash Benefits initially distributed to BC Settlement Class Members shall be distributed as follows: (a) 50% of this amount shall be distributed to the Law Foundation of British Columbia, pursuant to section 36.2(a) of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50; and (b) 50% of this amount shall be distributed to *cy pres* recipients recommended by BC Plaintiff that may reasonably be expected to benefit the BC Settlement Class, subject to the BC Court's approval.
 - (b) of a portion of the Unclaimed Funds representing the proportion of the total Settlement Cash Benefits initially distributed to QC Settlement Class Members shall be distributed as follows: (a) a percentage of this amount to be determined according to the *Regulation respecting the percentage withheld by the Fonds*

d'aide aux actions collectives (chapter F-3.2.0.1.1, r. 2) shall be distributed to the Fonds d'aide aux actions collectives; and (b) the remaining amount shall be distributed to *cy pres* recipients recommended by QC Plaintiff that may reasonably be expected to benefit the QC Settlement Class, subject to the QC Court's approval.

- 3.8 Deceased, Divorced, Dissolved, or Bankrupt Class Members.** Nothing in the Settlement Agreement shall prevent Settlement Cash Benefits from being provided, upon appropriate proof, to, or for the benefit of, an otherwise eligible Settlement Class Member, or that Settlement Class Member's estate or legal representative, notwithstanding the Settlement Class Member's death, divorce, dissolution, or bankruptcy (whether discharged or ongoing), in accordance with applicable law.

4. SETTLEMENT CLAIMS PROCESS AND ADMINISTRATION

- 4.1 Settlement Claims Process.** The Plaintiffs will seek approval from the Courts of a Distribution Protocol, including a Settlement Claim Form, consistent with the following four steps:

Step 1: As soon as practicable, the Claims Administrator will launch a page on the Settlement Website in both English and French through which Settlement Claims can be submitted electronically. Settlement Class Members will also be able to download a paper Settlement Claim Form from the Settlement Website at that time in French and English.

Step 2: Settlement Class Members will be required to submit a Settlement Claim Form, in a form and manner determined by the Claims Administrator in consultation with the Parties and approved by the Courts. Settlement Class Members may be asked to submit supporting documentation, including but not limited to proof of ownership and/or lease. The Settlement Claim Form must be postmarked or submitted electronically by the Settlement Claims Deadline.

Step 3: The Claims Administrator shall take appropriate steps to adjudicate the Settlement Claim, including asking for additional information where, in the Claims Administrator's sole discretion, requesting such additional information is appropriate. The Claims Administrator shall have complete and final authority to determine whether individual Settlement Claims are valid or not under the terms of this Settlement Agreement and the Distribution Protocol.

Step 4: The Claims Administrator shall calculate the payment amount for each timely and valid and complete Settlement Claim, which shall be paid after the Effective Date.

- 4.2 Claims Administrator.** The Claims Administrator shall be responsible for overseeing the implementation and administration of the Settlement Claims process, including validation of eligibility and approval of payments to Settlement Class Members. The reasonable and necessary Claims Administration Costs will be paid exclusively out of the Settlement Cash Value.

- 4.3 The Courts' Ongoing and Exclusive Jurisdiction.** Nothing in this Agreement undermines the Courts' ongoing jurisdiction to supervise the implementation and administration of the Settlement Claims process.

5. REQUESTS FOR EXCLUSION/ OPTING OUT

- 5.1 Manner of Opting Out.** A Settlement Class Member may opt out of the Actions by sending a written election to opt out, signed by the Settlement Class Member or their designee, by pre-paid mail, courier, fax, or email to Class Counsel or their duly appointed agent at an address to be identified in the BC Notice and QC Notice before the Opt-Out Deadline. The written election should include the Settlement Class Member's name, address, telephone number, and VIN(s) of the Settlement Class Truck(s) forming the basis of the Settlement Class Member's inclusion in the Settlement Class, and the date(s) of the Settlement Class Member's ownership or lease of the Settlement Class Truck(s) (i.e., start date and, if applicable, end date of possession). Class Counsel will make best efforts to keep Defendants' Counsel apprised of any valid written elections to opt out in due course after they are received and to respond to reasonable inquiries from Defendants' Counsel in respect of these elections. Within thirty (30) days following the Opt-Out Deadline, Class Counsel or their duly appointed agent will provide to Defendants' Counsel a report containing the names of each Settlement Class Member who has validly and timely opted out of the Actions, the VIN(s) of the Settlement Class Truck(s) provided, as well as any reasons given by those Settlement Class Members for opting out.

- 5.2 Manner of Opting Out for QC Settlement Class Members.** Pursuant to art. 580 of the *Code of Civil Procedure* (chapter C-25.01), QC Class Counsel will provide the QC Court with a copy of every election to opt out sent to Class Counsel or their duly appointed agent by a QC Settlement Class Member and any written election to opt out sent to the clerk's office of the QC Court will be considered as valid if it is received by the clerk's office before the expiry of the Opt-Out Deadline at the following address:

Greffé de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East, Room 1.120, Montreal, QC, H2Y 1B5

Reference:

Class Action - SCM file no. 500-06-001275
Transport TFI 2, S.E.C. c. Hino Motors, Ltd., et al.,

- 5.3 Consequences of Failure to Opt Out in a Timely and Proper Manner.** All Settlement Class Members who do not timely and properly opt out of the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Settlement Approval Orders upon the Effective Date. The BC Court and the QC Court shall have respective authority to determine, in connection with the BC Application for Settlement Approval and the QC Application for Settlement

Approval, which Settlement Class Members have timely and validly opted out of the settlement.

- 5.4 Defendants' Right to Terminate Based on Opt-Out Volume.** The Defendants may terminate and rescind this Settlement Agreement, at their own discretion (which shall not be subject to any challenge by Class Counsel, the Plaintiffs, or any other Settlement Class Member), if more than 20 Settlement Class Members, with aggregate Settlement Claims in respect of at least 100 Settlement Class Trucks, validly opt out of the Settlement. The Defendants may exercise this right within 30 days after receiving a report indicating that the number of timely and valid opt outs exceeds the agreed upon threshold, giving notice to Class Counsel that the Defendants are terminating and rescinding this Settlement Agreement and voiding the Settlement *ab initio*.

6. NOTICE PROGRAM

- 6.1 Settlement Class Notice and Settlement Claims Administration.** As part of the BC Application for Certification and Notice Approval and the QC Application for Authorization and Notice Approval, the Plaintiffs will seek approval from the Courts of a Notice Program that includes, at a minimum, the following features: (a) a dedicated Settlement Website that will include, among other things, the BC Notice and the QC Notice; (b) direct short-form notice sent via mail and/or e-mail, to the extent practicable; (c) a toll-free helpline. The Plaintiffs will consult with the Defendants in respect of all aspects of the Notice Program.
- 6.2 Notice of Settlement Claims Process.** Subject to approval of the Courts, the BC Notice and QC Notice will be in a form agreed to by the Parties and will contain information regarding details of the Settlement Claims process. Settlement Class Members will be informed that any Settlement Claims submitted will be subject to approval of the Settlement by both Courts, and that no distribution of the Settlement Cash Benefits will occur until after the Effective Date.
- 6.3 Payment of Notice Administration Costs.** All reasonable and necessary costs of the Notice Program and the fees and costs of the Claims Administrator are included in the Claims Administrations Costs and will be paid exclusively out of the Settlement Cash Value.
- 6.4 Non-Substantive Modification of Notice Documents.** Subject to the Courts' approval, the Parties shall be permitted to make agreed, non-substantive revisions to the notice documents described in this Settlement Agreement without further individual approval by the Courts.
- 6.5 Contact Between Defendants and Settlement Class Members.** The Plaintiffs and Class Counsel do not object to any Settlement Class Member and Defendants, or any Settlement Class Member's counsel and Defendants' Counsel, communicating about this settlement in a manner consistent with the Parties' obligations under Sections 7.3, 11.1 and 11.2.

7. SETTLEMENT APPROVAL ORDERS

- 7.1** As soon as practical after the BC Certification and Notice Approval Order is issued, the BC Plaintiff shall file a BC Application for Settlement Approval pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. That application shall, among other things, ask the BC Court to approve the Settlement Agreement and the Distribution Protocol.
- 7.2** As soon as practical after the QC Authorization and Notice Approval Order is issued, the QC Plaintiff shall file a QC Application for Settlement Approval pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01). That application shall, among other things, ask the QC Court to approve the Settlement Agreement and the Distribution Protocol.
- 7.3** The Parties agree to take all actions and steps reasonably necessary to obtain Approval Orders from the Courts and to fully implement and effectuate this Settlement Agreement.
- 7.4** The Parties agree that the sequence of the BC Settlement Approval Hearing and the QC Settlement Approval Hearing will be based on the availability of the Courts.
- 7.5** Any order, ruling or determination made by the Courts amending the wording and the terms of the Distribution Protocol will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions of the Settlement Agreement.

8. CLASS COUNSEL FEES

- 8.1** BC Class Counsel may seek the BC Court's approval to pay BC Class Counsel Fees contemporaneously with the BC Application for Settlement Approval.
- 8.2** QC Class Counsel may seek the QC Court's approval to pay QC Class Counsel Fees contemporaneously with the QC Application for Settlement Approval.
- 8.3** Any order, ruling or determination made by the BC Court or the QC Court with respect to Class Counsel Fees shall not be grounds for nullity or termination of the Settlement Agreement.
- 8.4** Class Counsel Fees shall be reimbursed and paid exclusively out of the Settlement Cash Value after the Effective Date.

9. RELEASE AND WAIVER

- 9.1** The Parties agree to the following release and waiver (as defined above, the Release), which shall take effect upon the Effective Date. The terms of the Release are a material term of the Settlement Agreement and Sections 9.2 and 9.5 will be reflected in the Settlement Approval Orders.

- 9.2 Release by Releasing Parties.** Upon the Effective Date, the Releasing Parties release all Released Claims against the Released Parties, as each of those terms is defined in this Settlement Agreement. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.
- 9.3 Possible Future Claims.** For the avoidance of doubt, the Plaintiffs expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Actions and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs in executing this Settlement Agreement through Class Counsel to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims, except as described below. The Plaintiffs represent and warrant that, as of the execution date of this Settlement Agreement, other than a potential future buyback claim as described in Section 9.5, they are unaware of any additional Claims relating to their Settlement Class Trucks—regardless of topic—that they have against the Defendants.
- 9.4 Additional Representations by Class Counsel.** Class Counsel represent that they intend to work towards approval of this Settlement Agreement and that, as of the date of the execution of this Settlement Agreement, they do not represent any client besides the Plaintiffs who intend to assert any Claims against Defendants relating to the Actions or the Released Claims. Class Counsel further represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim.
- 9.5 Exclusion from Release of Claims Relating to Potential Future Buyback Program.** Notwithstanding any of the provisions in this Section 9, the Release does not limit, prejudice, or otherwise affect Settlement Class Members' rights or abilities to participate in or pursue rights or remedies in relation to any future buyback or repurchase of any Settlement Class Truck that is effected under the purview of any government entity with jurisdiction over such Settlement Class Truck for reasons relating to the Released Claims. For avoidance of doubt, this provision does not entitle any Settlement Class Member to pursue such rights or remedies for a Settlement Class Truck in relation to any future buyback or repurchase by the Defendant(s) unless it is made under the purview of any government entity with jurisdiction over such Settlement Class Truck, or to pursue any relief whatsoever against the Defendants regarding which Settlement Class Trucks are eligible for a buyback or repurchase made under the purview of any government entity with jurisdiction over the Settlement Class Trucks.

- 9.6 Total Satisfaction of Released Claims.** Any benefits pursuant to this Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties. Such benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon the Plaintiffs and Settlement Class Members who do not opt out of the Settlement Class.
- 9.7 Release Not Conditioned on Settlement Claim or Payment.** The Release shall be effective with respect to all Releasing Parties, including the Plaintiffs and all Settlement Class Members who do not opt out, regardless of whether those Settlement Class Members ultimately submit a Settlement Claim under this Settlement Agreement or accept payment of their Settlement Cash Benefits.
- 9.8 Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Plaintiffs acknowledge, agree, and specifically represent and warrant that they have discussed with their respective Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Release, and the legal effect of this Settlement Agreement and the Release.
- 9.9 Material Term.** The Plaintiffs and Class Counsel hereby agree and acknowledge that this Section 9 in its entirety was separately bargained for and constitutes a key, material term of this Settlement Agreement.
- 9.10 Jurisdiction.** The Courts, respectively, shall retain continuing jurisdiction over all Parties, the Actions, and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or in relation to the Actions, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement Agreement, and no Party shall oppose the reopening and reinstatement of the Actions on the Courts' active docket for the purposes of effecting this Section.

10. TRUST ACCOUNT

- 10.1** No later than the earlier of (i) December 2, 2024 and (ii) thirty (30) days following the Plaintiffs delivering a written waiver of their right to terminate this Settlement Agreement in accordance with Section 12.3, Defendants will wire into the Trust Account an amount to be agreed upon, intended to cover the Claims Administration Costs as these are accrued and invoiced by the Claims Administrator. Any such funds actually paid to the Claims Administrator will not be returned to the Defendants in the event that the Settlement Agreement is terminated or invalidated for any reason.

- 10.2** The Defendants will fund the remainder of the Settlement Cash Value (less than the funds already wired pursuant to Section 10.1) into the Trust Account no later than thirty (30) days after the Courts issue the Settlement Approval Orders.
- 10.3** Subject to Section 10.1, in the event that this Settlement Agreement is terminated or invalidated for any reason, any funds in the Trust Account, including all interest accrued, shall be returned to Defendants within seven days of any such triggering event.

11. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

- 11.1** The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effectuate the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the proposed form or content of the BC Notice or the QC Notice, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Courts to resolve such disagreement.
- 11.2** The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to minimize the costs and expenses incurred therein.

12. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT

- 12.1** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Courts; provided, however, that after entry of the Settlement Approval Orders, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Courts if such changes are consistent with the Settlement Approval Orders and do not limit the rights of Settlement Class Members under this Settlement Agreement.
- 12.2** If either of the Courts for any reason does not approve the Settlement, or if either of the Courts issues an order that modifies or excludes any material part of the Settlement Agreement, including the Releases contained therein, or if any of the Approval Orders issued by the BC Court or the QC Court (with the exception of any provision of the Approval Orders relating to Class Counsel Fees) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Courts or a reviewing court take any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 9 or to impose greater financial or other burdens on the Defendants than those contemplated in this Settlement Agreement, then either Party shall have the option of terminating this Settlement Agreement. The Defendants shall also have the right to terminate this Settlement Agreement if the number of timely and valid opt outs exceeds the threshold set forth in Section 5.4. The Plaintiffs shall also

have the right to terminate this Settlement Agreement based on the result of their confirmatory discovery in accordance with Section 12.3. If either Party exercises their right to terminate, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions, and privileges of the Parties, except as otherwise expressly provided herein. In the event of a termination, this Settlement Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Actions as it existed prior to the execution of the Settlement Agreement. For greater certainty, the Parties agree that, in the event of termination, the Parties waive and renounce to any judgment approving certification or authorization of the Actions rendered by the Courts and any rights under such judgments. The Parties will also be prohibited from using this Settlement Agreement and any settlement or mediation communications as evidence in the Actions. The Parties further agree to cooperate in asking the Courts to set a reasonable schedule for the resumption of the Actions.

- 12.3** The Plaintiffs may terminate and rescind this Settlement Agreement, at their own discretion, based on their evaluation of the documents and information provided to the Plaintiffs prior to the execution of this Settlement Agreement. The Plaintiffs acknowledge that the Defendants shall not be required to provide any further documents or information after the execution of this Settlement Agreement, except as otherwise provided herein. The Plaintiffs may exercise their right to terminate on or before November 5, 2024, by giving written notice to the Defendants' Counsel that the Plaintiffs are terminating and rescinding this Settlement Agreement and voiding the Settlement *ab initio*. The Plaintiffs may waive their right to terminate prior to November 5, 2024, by giving written notice to the Defendants' Counsel that the Plaintiffs irrevocably waive this right.
- 12.4** All reasonable and necessary costs incurred by the Claims Administrator in connection with the implementation of this Settlement Agreement up until its termination shall be paid out of the Settlement Cash Value. Defendants shall not have any additional responsibility for any payments to the Claims Administrator.
- 12.5** If an option to withdraw from and terminate this Settlement Agreement arises under Sections 5.4, 12.2 or 12.3 above, neither the Defendants nor the Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

13. REPRESENTATIONS AND WARRANTIES

- 13.1** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. The persons signing this Settlement Agreement on behalf of each Party warrant that they are authorized to sign this Settlement Agreement on behalf of that Party.
- 13.2** The Plaintiffs and Class Counsel represent and warrant that they will not seek from the Courts an incentive or service award above and beyond the Settlement Cash Benefits available to other Settlement Class Members under the terms of this

Settlement Agreement, unless allowed under governing law at the time the BC Application for Settlement Approval or the QC Application for Settlement Approval is filed.

- 13.3** The Plaintiffs represent that they: (1) have agreed to serve as representatives of the Settlement Class proposed to be certified or authorized herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (3) have read the pleadings in the Actions, including the BC Notice of Civil Claim and the QC Application to Institute a Class Action, or have had the contents of such pleadings described to them; (4) have consulted with Class Counsel about the obligations imposed on representatives of the Settlement Class; (5) understand that they are entitled only to the rights and remedies of Settlement Class Members under this Settlement Agreement and not to any additional compensation by virtue of their status as the Plaintiffs; and (6) shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Courts at any time determine that said Plaintiffs cannot represent the Settlement Class.
- 13.4** The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement to Settlement Class Members is given or will be given by the Parties or their counsel, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. The Parties further acknowledge and agree that nothing in this Settlement Agreement should be relied upon by any Settlement Class Member as the provision of tax advice. Each Settlement Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that each Settlement Class Member's federal, provincial or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Settlement Class Member.
- 13.5** The Settlement Class Members shall hold the Defendants and their counsel harmless from any federal, provincial or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and the Defendants shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Settlement Class Member's tax consequence.

14. GENERAL MATTERS AND RESERVATIONS

- 14.1** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, heirs, transferees, and assigns of the Defendants, the Plaintiffs, and the Settlement Class Members.
- 14.2** The Parties agree and acknowledge that (1) no government or governmental entity is a party to the Actions or to this Settlement Agreement, but such entities are not excluded from the Settlement Class; (2) each Party is entering into this Settlement

Agreement of its own volition, and no Party is entering into this Settlement Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (3) the payments made to Settlement Class Members under this Settlement Agreement are for the purpose of settling claims for restitution, compensation or/and remediation for harm or damage alleged in the BC Notice of Civil Claim and the QC Application to Institute a Class Action.

- 14.3** The Defendants' obligations under Section 3 are and shall be contingent upon each of the following:
- (a) Entry by the Courts of the Settlement Approval Orders;
 - (b) The occurrence of the Effective Date; and
 - (c) The satisfaction of any other conditions set forth in this Settlement Agreement.
- 14.4** The Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the respective Courts. However, this Section shall not prevent the Defendants, at their sole discretion and without approval of form or content from the Plaintiffs or Class Counsel, from disclosing such information, prior to such date, to federal and provincial agencies, other relevant government authorities, stock exchanges, independent accountants, actuaries, advisors, financial analysts, insurers, shareholders, lawyers, business affiliates or co-defendants, or from making a public statement referring to the Settlement in order to comply with legal or regulatory obligations as described in Section 14.28. The Parties and their counsel may also disclose the contents of this Settlement Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.
- 14.5** The Plaintiffs and Class Counsel agree that confidential information was made available to them solely through the settlement process provided pursuant to a mediation confidentiality agreement and the protections of settlement privilege, and was made available on the condition that it not be disclosed to third parties or used for any purpose other than settlement of the Actions.
- 14.6** The Parties agree that confidential information was exchanged in the Actions and/or as confidential mediation information. For avoidance of doubt, and in the interest of working in good faith towards resolution of the Actions through this Settlement Agreement, the Parties agree that such information shall not be disclosed without a court order or the producing party's prior specific written consent to any third parties, including but not limited to any third parties (or their counsel) who have filed or are considering filing claims against Defendants in other jurisdictions.

- 14.7** Plaintiffs, and Class Counsel agree to destroy all confidential materials received or produced in connection with the Action and this Settlement Agreement no later than seven days following the Effective Date.
- 14.8** Information provided by the Defendants and/or Defendants' Counsel to the Plaintiffs, Class Counsel, any individual Settlement Class Member, their counsel, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be issued in the Actions or in any Court of competent jurisdiction, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon any Defendants' request, be promptly returned to the requesting Defendants' Counsel, as appropriate, and there shall be no implied or express waiver of any privileges, rights, and defenses.
- 14.9** This Settlement Agreement, complete with its exhibits and all documents filed with the Courts, sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Defendants' Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings regarding the Settlement Class Trucks or the engines contained in them not expressed in this Settlement Agreement or the documents filed with the Courts exist among or between them, and that in deciding to enter into this Settlement Agreement, they have relied solely upon their own judgment and knowledge. This Settlement Agreement and the accompanying documents filed with the Courts supersede any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.
- 14.10** This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by, and interpreted according to the laws in force in the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law that would impose a law of another jurisdiction with regards to the BC Action and the BC Settlement Class before the BC Court.
- 14.11** Notwithstanding Section 14.10, for matters relating specifically to the QC Action or the QC Court, as applicable, the laws in force in the Province of Québec shall apply.
- 14.12** Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Statutory Holidays) express delivery service as follows:

If to Defendants, then to:

Sonia Bjorkquist, Mary Buttery, KC, Kristian Brabander and Mark Sheeley
OSLER, HOSKIN & HARCOURT LLP

Bentall Four

1055 Dunsmuir Street, Suite 3000

Vancouver, BC V7X 1K8

Email: sbjorkquist@osler.com

muttery@osler.com

msheeley@osler.com

1000 De La Gauchetière Street West, Suite 2100

Montreal, QC H3B 4W5

Email: kbrabander@osler.com

If to the Settlement Class, then to:

Jen Winstanley and Rebecca Coad

CFM LAWYERS LLP

856 Homer Street, Suite 400

Vancouver, BC V6B 2W5

Email: JWinstanley@cfmlawyers.ca

RCoad@cfmlawyers.ca

Hermanie Chiong

KAZLAW PERSONAL INJURY LAWYERS

570 Granville St, #1900

Vancouver, BC V6C 3P1

Email: hc@kazlaw.ca

Maxime Nasr and Violette Leblanc

BELLEAU LAPOINTE LLP

300 Pl. d'Youville bureau B-10

Montreal, QC H2Y 2B6

Email: mnasr@belleaulapointe.com

vleblanc@belleaulapointe.com

- 14.13** All time periods in this Settlement Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Settlement Agreement or by order of the Courts, the day of the act or event shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday, or a Statutory Holiday, or, when the act to be done is the filing of a paper in court, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Settlement Agreement, “**Statutory Holiday**” includes holidays designated as such in the *Interpretation Act*, R.S.C. 1985, c. I-21.

- 14.14** The Parties reserve the right, subject to the Courts' approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- 14.15** The Settlement Class, Plaintiffs, Class Counsel, Defendants, and/or Defendants' Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.
- 14.16** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement.
- 14.17** The Parties agree that this Settlement Agreement was reached voluntarily after consultation with competent legal counsel and arm's-length settlement negotiations.
- 14.18** Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement is or may be deemed to be or may be used or construed as an admission of, or evidence of, (i) the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties or (ii) any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense.
- 14.19** Any of the Released Parties may file this Settlement Agreement and/or the Settlement Approval Orders in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of 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.
- 14.20** The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.
- 14.21** The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
- 14.22** If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the

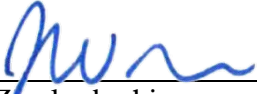
breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

- 14.23** The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking the Courts' approval of this Settlement Agreement and to use their best efforts to implement this Settlement Agreement.
- 14.24** This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.
- 14.25** This Settlement Agreement shall be effective upon its execution by the Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel, except for those provisions that require the Courts' approval to be effective, and those provisions shall become effective upon their approval by the Courts.
- 14.26** The Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec*.
- 14.27** If any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants' Counsel on behalf of Defendants, and Class Counsel, on behalf of the Plaintiffs and Settlement Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Courts before it becomes effective.
- 14.28** The Parties will cooperate with respect to any public statements regarding this Settlement. The contents of press releases or written public statements regarding the Actions or this Settlement must be approved by all Parties; provided, however, that such approval will not be unreasonably withheld. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other (or their counsel in the Actions) based on the subject matter or the conduct of the Actions. Nothing within this Settlement prohibits Defendants from making any public statements necessary to comply with legal or regulatory obligations (including, without limited to, disclosures that might be required under applicable stock exchange rules and securities laws) without seeking advance approval on the form or substance of any statement from the Plaintiffs or Class Counsel. Nothing in this paragraph, or elsewhere in this Settlement Agreement, shall prevent Class Counsel from: discharging their duties to Settlement Class; discussing this Settlement Agreement with the Plaintiffs, Settlement Class Members, or the Courts; disclosing public information about the case on a resume, curriculum vitae, firm website, in other promotional materials, or in future legal filings; or responding to government inquiries.

14.29 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention de règlement et tous les documents connexes soient rédigés en anglais*. Nevertheless, a French translation of this Settlement Agreement shall be prepared for the benefit of Settlement Class Members.

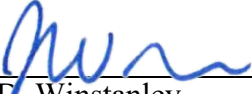
[signature pages follow]

FOR THE BC PLAINTIFF AND FOR BC CLASS COUNSEL:



Dayne Ziegler by his representative CFM Lawyers LLP

November 4, 2024
Date



Jen D. Winstanley
CFM Lawyers LLP
Counsel for Dayne Ziegler

November 4, 2024
Date

Hermanie T. H. Chiong
Kazlaw Personal Injury Lawyers
Counsel for Dayne Ziegler

Date


FOR THE BC PLAINTIFF AND FOR BC CLASS COUNSEL:

Dayne Ziegler by his representative CFM Lawyers LLP

Date

Jen D. Winstanley
CFM Lawyers LLP
Counsel for Dayne Ziegler

Date



Hermanie T. H. Chiong
Kazlaw Personal Injury Lawyers
Counsel for Dayne Ziegler

Nov 8, 2024
Date

FOR THE QC PLAINTIFF AND FOR QC CLASS COUNSEL:



Violette Leblanc
Transport TFI 2, S.E.C. by its representative Belleau
Lapointe LLP

7 novembre 2024
Date



Violette Leblanc
Belleau Lapointe LLP
Counsel for Transport TFI 2, S.E.C.

7 novembre 2024
Date

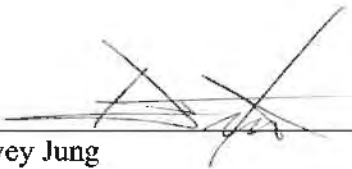
FOR THE DEFENDANTS:



Satoshi Ogiso
On behalf of Hino Motors, Ltd.

November 8, 2024

Date



Davey Jung
On behalf of Hino Motors Manufacturing U.S.A., Inc.

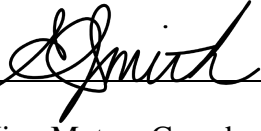
Date 11.07.2014



Glenn Ellis
On behalf of Hino Motors Sales U.S.A., Inc.

Nov. 13, 2024

Date



Eric Smith
On behalf of Hino Motors Canada, Ltd.

November 12, 2024

Date

Sonia Bjorkquist

November 8, 2024

Sonia Bjorkquist
Osler, Hoskin & Harcourt LLP
Counsel for Hino Motors, Ltd., Hino Motors Canada,
Ltd., Hino Motors Manufacturing U.S.A., Inc., and
Hino Motors Sales U.S.A., Inc.,

Date

Exhibit A

Exhibit A – Settlement Class Truck List

Pursuant to Section 1.31 of the Settlement Agreement, Settlement Class Trucks are defined as any on-road vehicle that contains a Hino model year 2010-2019 engine and was purchased in Canada. Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class Trucks include most or all of the following trucks:

- Hino 155 (Model Years 2012-2020)
- Hino 165 (Model Years 2013-2020)
- Hino 195 (Model Years 2012-2020)
- Hino 198 (Model Years 2011-2013)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)
- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)
- Hino L series (Model Year 2021)

Exhibit B

Exhibit B – Extended Warranty

A. PARTS COVERAGE

The Extended Warranty shall cover the cost of all parts and labour needed to repair or replace the components listed below for the corresponding indicated lengths.

The Extended Warranty shall also cover (i) the cost of any diagnostic tests or OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty, for the greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Settlement Class Truck was first delivered to the original purchaser or lessee and (ii) the cost of any diagnostic test leading to a repair covered under this Extended Warranty.

Defendants shall not impose on consumers any fees or charges (and must pay any fees or charges imposed on consumers by any authorized dealer in accordance with the applicable agreements with such authorized dealers) related to the warranty service.

#	Part Description	Length of Warranty Coverage
1.	Diesel Oxidation Catalyst (DOC)	Greater of 5 years from the date that the Court grants final approval of the Settlement, 5 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 8 years from the date that the Settlement Class Truck was first delivered to the original purchaser or lessee.
2.	Selective Catalyst Reduction (SCR) Catalyst	
3.	Exhaust Gas Recirculation (EGR) Valve	
4.	Engine Control Unit (ECU) and Software	Greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Settlement Class Truck was first delivered to the original purchaser or lessee.
5.	DEF Line Heaters	
6.	DEF System Control Unit (DCU) and Software	
7.	DOC Inlet Temperature Sensor	
8.	DOC Outlet Temperature Sensor	
9.	Diesel Particulate Filter (DPF a.k.a. DPR)	

10.	DPF Outlet Temperature Sensor	
11.	DPF Pressure Sensor - Upstream	
12.	DPF Pressure Sensor - Downstream	
13.	Particulate Matter (PM) Sensor	
14.	SCR Inlet Temperature Sensor	
15.	Nitrous Oxide (NOx) Sensor – Upstream	
16.	Nitrous Oxide (NOx) Sensor – Downstream	
17.	All OBD Sensors for the DPF System	
18.	Camshaft Position Sensor	
19.	Coolant Temperature Sensor	
20.	Crankshaft position Sensor	
21.	Intake Air Flow Meter	
22.	Outside Air Temperature Sensor	

B. TRANSFERABILITY

The Extended Warranty coverage remains with the Settlement Class Trucks for the entire duration of the warranty period and is fully transferrable to any subsequent owners.

C. EXISTING WARRANTY COVERAGE

The Extended Warranty does not revoke or alter any existing warranties that apply to the Settlement Class Trucks. All existing warranty coverage for the Settlement Class Trucks remains in effect.