

HINO EMISSIONS CLASS ACTION DISTRIBUTION PROTOCOL

FEBRUARY 21, 2025

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RECITALS

WHEREAS a settlement agreement was made as of October 29, 2024, in the following actions: *Ziegler v. Hino Motors, Ltd., et al.*, BCSC Vancouver Registry No. S-237109 and *Transport TFI 2, s.e.c. c. Hino Motors, Ltd., et al.*, Superior Court of Québec court file No. 500-06-001275-235 (the “Settlement Agreement”);

WHEREAS Section 3.1 of the Settlement Agreement sets out the principles for determining the amounts to be paid by the Claims Administrator in satisfaction of valid claims;

WHEREAS Sections 3.6 and 3.7 of the Settlement Agreement set out the principles for distributing Unclaimed Funds;

WHEREAS Section 3.1 of the Settlement Agreement sets out a four-step settlement claims process;

NOW THEREFORE the purpose of this distribution protocol (the “Protocol”) is to set out and detail the duties and responsibilities of the Claims Administrator not otherwise provided for and set out in the Settlement Agreement.

SECTION 1 - DEFINITIONS

1. Capitalized terms that are not defined in this Protocol have the meanings set forth in the Settlement Agreement. Unless a particular paragraph of this Protocol explicitly provides for another interpretation, the following terms have the meanings set forth below. Terms used in the singular are be deemed to include the plural, and vice versa, where appropriate. Feminine pronouns and female references are deemed to include the masculine, and vice versa, where appropriate.
2. For the purpose of this Protocol, the following definitions apply:
 - (a) **Benefits** has the meaning ascribed to “Settlement Cash Benefits” in the Settlement Agreement;
 - (b) **Claim** has the meaning ascribed to “Settlement Claim” in the Settlement Agreement;
 - (c) **Claim Form** has the meaning ascribed to “Settlement Claim Form” in the Settlement Agreement;
 - (d) **Claimant** means a Settlement Class Member who completes and submits a Claim Form;

- (e) **Claims Deadline** has the meaning ascribed to “Settlement Claims Deadline” in the Settlement Agreement;
- (f) **Net Settlement Cash Value** means the Settlement Cash Value, plus accrued interest, less:
 - (i) Class Counsel Fees as approved by the relevant Courts;
 - (ii) Claims Administration Costs;
 - (iii) taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties);
 - (iv) any compensation provided to the Arbitrator (as defined below) designated by the Courts in accordance with paragraph 32; and
 - (v) any other deductions approved by the Courts.
- (g) **Valid Claim** means a Claim that was submitted on or before the Claims Deadline and was deemed complete, valid and qualifying for compensation by the Claims Administrator or, on appeal, by the Arbitrator.

SECTION 2 - SETTLEMENT CLASS MEMBERS BENEFITS AND REMEDIES

3. The Claims Administrator will implement a claims process that allows for a distribution of the Net Settlement Cash Value in conformity with Section 3 of the Settlement Agreement, with the following specifications:
 - (a) Settlement Class Members who leased a Settlement Class Truck for less than six months and no longer possess the vehicle at the time they submit a Claim or whose lease agreement is for a period of less than 6 months will not be eligible for Benefits;
 - (b) Settlement Class Members who owned a Settlement Class Truck for less than six months and no longer possess the vehicle at the time they submit a Claim may not be eligible for Benefits;

- (c) Benefits for a Settlement Class Truck owned for less than six months may be denied where a Claim shows:
- (i) that the Claimant owned multiple Settlement Class Trucks for less than six months; or
 - (ii) that the Claimant was not the end user of a Settlement Class Truck owned for less than six months; or
 - (iii) that the Claimant does not have a significant connection with a Settlement Class Truck for any other principled reason identified by the Claims Administrator in consultation with Class Counsel; and
- (d) Benefits for a Settlement Class Truck originally sold in the United-States and for which settlement benefits have been paid to the Claimant under the settlement distribution in *Express Freight International, et al v Hino Motors Ltd, et al*, (Case No 1:22-cv-22483-GAYLES/TORRES (SD Fla Apr. 1, 2024) (the “Hino U.S. Settlement”) will be denied.

SECTION 3 - CLAIMS PROCESS

3.1 Settlement Website and Claims Portal

4. The Claims Administrator will create an online claims portal that Settlement Class Members can access in order to file a Claim and will provide them with relevant information pertaining to the claim process.
5. The online claims portal will contain fields that allow the Settlement Class Member to provide all applicable information and documentation required as part of the Claim, in accordance with section 3.2.
6. Settlement Class Members will be encouraged to complete and submit a Claim electronically using the online claims portal. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim using the online claims portal, the Settlement Class Member can register over the telephone with the Claims Administrator

and the Claims Administrator will send the Settlement Class Member a hardcopy claim form by mail.

3.2 Claim Form

7. In order to file a Valid Claim, Claimants must file a General Claim Form or a Simplified Claim Form and provide the required documentation where applicable. It is anticipated that the vast majority of Settlement Class Members will be able to file Simplified Claim Forms.
8. **General Claim Form.** The General Claim Form will require Claimants to provide:
 - (a) The following information:
 - (i) identification and contact information for the Claimant and, where applicable, identification and contact information for the Claimant's representative and the source of the representative's authority to transact;
 - (ii) if possible, an email address for the Claimant that the Claims Administrator or the Parties can use to distribute future notices with respect to the Actions;
 - (iii) information necessary to establish that the vehicle for which a claim is filed is a Settlement Class Truck;
 - (iv) information necessary to establish the Claimant's status as a Settlement Class Member (owner or leaseholder status and acquisition of this status before the Notice Date) and the appropriate type of Benefits (status of original owner);
 - (v) information about whether the Claimant owns or leases the Settlement Class Truck at the time the Claim is submitted;
 - (vi) where applicable, information to identify ownerships and leases of less than six months' duration;
 - (vii) a solemn declaration of the truth of the information provided;

- (viii) a consent to the use and sharing by the Parties, the Claims Administrator, the Arbitrator and their representatives of their personal information for the purposes of adjudicating their claim and analysing their eligibility for Benefits, including any and all court-mandated or legally-required reporting.
- (b) The following documentation in support of the Claim:
 - i. **Claimant's identification.** Documentation about the Claimant and/or their representative that will allow the Claims Administrator to verify their identity, as further detailed below;
 - 1. If the Claimant is a natural person, a current valid photo identification (front and back) issued by the Canadian federal government or a government of a Canadian province or territory;
 - 2. If the Claimant is a corporate entity:
 - a. a current valid government issued photo identification of the individual authorized to transact on behalf of the corporate entity; and
 - b. a document showing the Claimant's representative's authority to transact on behalf of the corporate entity, such as the Corporate Authorization attached as Schedule A to this Distribution Protocol;
 - 3. If the Claimant is deceased:
 - a. a death certificate for the deceased;
 - b. a document showing Claimant's representative's authority to transact on behalf of the deceased; and

- c. a current valid government issued photo identification of the individual authorized to transact on behalf of the deceased; and
 - 4. If the Claimant chooses to file a claim through a representative other than, in the case of a corporate entity, an employee, director or officer thereof, an *Authorization for Claims Filed by a Representative* in the form attached as Schedule B to this Distribution Protocol.
 - ii. **Claimants' proof of ownership/lease during the Class Period.** Official or third-party documentation establishing the ownership or lease of a Settlement Class Truck that bears a date and includes the name of the Claimant and the Vehicle Identification Number (VIN) of the Settlement Class Truck. Such documentation includes, but is not limited to: the vehicle's registration certificate, a purchase agreement, and a lease agreement.
 - iii. **Further information** as the Claims Administrator may deem appropriate.
- 9. **Simplified Claim Form.** A Simplified Claim Form will be made available for every Settlement Class Member identified as an original owner, a subsequent owner or a leaseholder in either the information provided by the Defendants in connection with the Settlement Agreement or the information provided by a provincial government agency before the Notice Date and for whom sufficient contact information is available. The Simplified Claim Form will operate according to the following principles:
 - (a) As part of the Notice Plan, the Claims Administrator will provide the Settlement Class Member with a unique ID and password for the online claims portal;
 - (b) The information provided by the Defendants or by a provincial government agency will be pre-populated on the online claims portal or, where the Claimant owns a

large number of Settlement Class Trucks, will be made available to the Claimant in a timely manner;

- (c) Subject to subparagraphs (e) and (f), instead of providing the information required listed at subparagraphs 8(a)(i), 8(a)(iii) and 8(a)(iv) and the documentation listed at subparagraph 8(b), Claimants who file a Simplified Claim Form will only need to confirm that the pre-populated information is accurate;
- (d) Subject to the nature of the information provided by the Defendants in connection with the Settlement Agreement or the information provided by a provincial government agency before the Notice Date (“**Claimant Data**”), instead of providing the information required in subparagraph 8(a) (vi), Claimants who file a Simplified Claim Form may only need to confirm that the pre-populated information is accurate. Where the Claimant Data is unavailable or unclear, Claimants will need to provide the information listed at subparagraph 8(a)(vi);
- (e) Claimants who file a Simplified Claim Form and want to modify their contact information will need to provide the information and documentation listed at subparagraphs 8(a)(i) and 8(b)(i);
- (f) Claimants who file a Simplified Claim Form and want to modify the pre-populated information associated with the Settlement Class Trucks for which they claim Benefits will need to provide additional information and/or documentation as may be required by the Claims Administrator;
- (g) Claimants who file a Simplified Claim Form will need to provide the information listed at subparagraphs 8(a)(ii), 8(a)(v), 8(a)(vii) and **Erreur ! Source du renvoi introuvable.**; and
- (h) In the event of any discrepancy between the information provided by the Defendants in connection with the Settlement Agreement and the information provided by a provincial government agency, the information provided by a provincial government agency will prevail.

- (i) Notwithstanding subparagraphs (c) and (d), if the claims process reveals that the information provided by the Defendants in connection with the Settlement Agreement or the information provided by a provincial government agency was incomplete or erroneous and has not been corrected by the Claimant, the Claims Administrator may require such documentation as is necessary to establish the Claimant's status, their eligibility for Benefits and the appropriate type of Benefits.
10. If the Claims Administrator is unable to verify the information provided in the Claim or determines that additional information is warranted, the Claims Administrator may request additional supporting documentation.
 11. Where possible, the Claims Administrator will implement processes to prevent claims deficiencies.

3.3 Claims Adjudication

a. Timing and Adjudication of the Claims

12. The online claims portal will be available to Claimants as of the Notice Date. However, adjudication of Claim Forms will not commence until the Settlement Agreement has been approved by the Courts.
13. The completed Claim Form and required supporting documentation must be submitted electronically to the Claims Administrator no later than the Claims Deadline. If the completed Claim Form and required supporting documentation are submitted by mail, they must be postmarked no later than the Claims Deadline.
14. Subject to the discretion of the Claims Administrator, Claims may not be amended after the Claims Deadline. For greater clarity, "placeholder claims"—meaning inaccurate or incomplete Claims filed solely for the purpose of meeting the Claims Deadline—will be rejected and such rejection will not form the basis for any appeal.
15. Any Claim not submitted on or before the Claims Deadline will be rejected by the Claims Administrator and such rejection will not form the basis for any appeal.

b. Claims made for a vehicle that is not included in the information provided by the Defendants in connection with the Settlement Agreement

16. If a Claim is made for a vehicle that is not included in the information provided by the Defendants in connection with the Settlement Agreement, the Claims Administrator will check whether the vehicle's VIN is included in the list of vehicles covered by the Hino U.S. Settlement provided by the Defendants (the "List of U.S. Trucks").
17. If the vehicle is included in the List of U.S. Trucks, the Claims Administrator, through Class Counsel, will verify with Hino's counsel whether the Claimant received settlement benefits under the Hino U.S. Settlement. If settlement benefits were paid to the Claimant in the Hino U.S. Settlement, the Claim will be deemed invalid. If no settlement benefits were paid to the Claimant in the Hino U.S. Settlement, and the Claimant otherwise submitted a complete and valid Claim, including all appropriate documentation, the Claim will be deemed valid.
18. Subject to paragraph 19, if the vehicle is not included in the List of U.S. Trucks, the Claim will be deemed invalid.
19. If, after reviewing the Claim, the Claims Administrator has reasons to believe that it is valid even though it is made for a vehicle that is not included in the information provided by the Defendants in connection with the Settlement Agreement and is not included in the List of U.S. Trucks, the Claims Administrator may, through Class Counsel, verify with Hino's Counsel the origin of a VIN and the credibility of the information provided by the Claimant. The Claims Administrator may, in its sole discretion, approve such Claims.

c. Review, Audit and Deficiency Process

20. The Claims Administrator will review all Claim Forms for (or implement processes to detect) deficiencies including incomplete fields, missing documentation, duplicative or fraudulent claims, and out-of-country claims.
21. The Claims Administrator will perform such checks and balances that are industry standard to ensure the validity of the Claims made and, in its sole discretion, may elect to audit any Claim.

22. Subject to paragraph 23, the Claims Administrator will reject a Claim, in whole or in part, where, in the Claims Administrator's view, the Claimant has not provided sufficient information, the information provided is false or erroneous, the Claimant is not a member of the Settlement Class or the Claimant has otherwise committed fraudulent acts.
23. The Claims Administrator will notify Claimants by email and/or mail if their Claim was identified as being supported by insufficient documentation or lacking required information (a "**Deficiency**"). The Claims Administrator will provide the Settlement Class Member with instructions for remedying any Deficiency(ies) and will provide thirty (30) days from the date of such notice to remedy any Deficiency(ies).
24. If the Deficiency(ies) is not corrected within the thirty (30) day period, the Claims Administrator will reject the Claim and the Claimant will have no further opportunity to correct the Deficiencies. Such rejection will not form the basis for any appeal.
25. Missing the Claim Settlement Deadline or filing a placeholder claim are not Deficiencies.

d. Adjustments to Claims Process and Extension of the Claims Filing Deadline

26. To ensure a fair and efficient administration of the Net Settlement Cash Value, the Claims Administrator may recommend and Class Counsel may agree to adjust the claims process, including through an extension of the Claims Deadline. In the latter case, the extension will only be implemented with the consent of the Parties to the Settlement Agreement, accordance with Section 1.54 thereof.

e. Claims Administrator's Decision

27. In respect of each Settlement Class Member who has filed a Claim, the Claims Administrator will:
 - (a) determine whether the Claimant is eligible to receive Benefits in accordance with the Settlement Agreement, this Protocol and any related Court orders;
 - (b) give the Claimant timely notice of the approval or rejection of the Claim (the "**Decision Notice**");

- (c) calculate the Claimant's Benefits based on the Settlement Agreement and this Protocol;
28. Any Decision Notice that rejects all or part of a Claim will include:
- (a) its grounds for doing so; and
 - (b) information related to the appeal process.
29. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's limited right to appeal, as outlined in subsection 3.3(f).

f. Appeal of the Claims Administrator's Decision

30. No appeal or other review will be available for disputing a requirement set by the Settlement Agreement or this Protocol.
31. Subject to paragraphs 14, 15, 24 and 30, Claimants may appeal the decision in a Decision Notice rejecting all or a portion of their Claim.
32. Appeals will be decided by a bilingual arbitrator proposed by Class Counsel and designated by the Courts (the "**Arbitrator**").
33. The following procedure will govern these appeals:
- (a) Appeals must be submitted electronically or postmarked within thirty (30) days from the date of the Decision Notice.
 - (b) Appeals must be made in writing and supported by the documentation submitted to the Claims Administrator as part of the claims process. Claimants will not be permitted to provide new documentation that was not provided to the Claims Administrator as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Arbitrator for consideration.

- (c) Within ten (10) days of receipt of an appeal, the Claims Administrator will provide Class Counsel with a copy of the documentation provided by the Claimant as part of the claims process, the Decision Notice, and any other information that may be reasonably helpful (the “**Appeal Record**”).
 - (d) If, upon consultation of Class Counsel, the Claims Administrator determines that the appeal is not permissible under paragraphs 14, 15, 24 and 30 the Claimant will be advised in writing no later than twenty (20) days after Class Counsel has been notified of the appeal and their Appeal Record will not be submitted to the Arbitrator.
 - (e) If the Claims Administrator determines that the appeal is valid, the Claims Administrator will notify the Claimant that the appeal will be submitted to the Arbitrator. An appeal filing fee of \$150.00 will be charged to the Claimant and must be paid within ten (10) days of the Administrator’s notice.
 - (f) Upon receipt of the \$150.00 fee, the Claims Administrator will notify Class Counsel, which will have thirty (30) days from the notice to provide written submissions on the appeal not exceeding ten (10) pages, if they deem it appropriate. If they choose not to submit observations, Class Counsel will let the Claims Administrator know as soon as practicable.
 - (g) Upon receipt of the communication from Class Counsel under subparagraph (f), the Claims Administrator will submit the appeal, the Appeal Record and, if applicable, Class Counsel’s observations to the Arbitrator.
 - (h) The Arbitrator will render a decision in writing within thirty (30) days of receipt of the Appeal Record from the Claims Administrator.
 - (i) The fee for opening an appeal record will be refunded if the Arbitrator rules in favor of the Claimant.
34. The Arbitrator’s decision will be final and binding and will not be subject to any further appeal or review whatsoever.

3.4 Payment and Claims Administrator Reports

a. Interim Report of the Claims Administrator

35. As soon as practicable after all Claims are processed and all appeals are completed, the Claims Administrator will report to Class Counsel, stating the total number of Valid Claims and the number of Settlement Class Trucks for which there is a Valid Claim, as well as the particulars of the Administration Costs incurred to that point and projected to complete the Claims Administration.
36. BC Class Counsel and QC Class Counsel will finalize their respective motions for the approval of their respective Class Counsel Fees and provide the Claims Administrator with all necessary information about Class Counsel Fees sought.
37. Upon receipt of this information, the Claims Administrator will complete an interim report, which will include detailed information about the calculation of the Net Settlement Cash Value, a proposed distribution of the Net Settlement Cash Value, including the total number of Valid Claims, the calculated value of Benefits on a per-capita basis for a Settlement Class Truck and the payment amount for each Valid Claim.
38. Upon receipt of the Claims Administrator's interim report, BC Class Counsel and QC Class Counsel will seek approval of their respective Class Counsel Fees and of the proposed distribution.
39. Once approval from both Courts is received and following receipt of Class Counsel's instructions, the Claims Administrator will make arrangements to pay Valid Claims as expeditiously as possible.
40. Payments will be made by cheque.

b. Reissuance of Payment

41. The Claims Administrator will have the discretion, but will not be required, to reissue payments to a Settlement Class Member returned as undeliverable, under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member may be deducted from that Settlement Class Member's Benefits.
42. Cheques will be issued such that they are stale-dated six months after issuance. Cheques that are not cashed and become stale-dated will be reissued in the Claims Administrator's sole discretion based on the circumstances of the case and at the expense of the Claimant requesting the re-issuance.
43. In no circumstances will cheques be reissued after the passage of three (3) months from the date on which the first cheque became stale-dated. In no case will a third cheque be reissued.

c. Final Report of the Claims Administrator

44. As soon as practicable after all Valid Claims are paid, the Claims Administrator will provide a final report on administration which will include the information contemplated at section 59 of the Regulation of the Superior Court of Québec in civil matters, CQLR c. C-25.01, r. 0.2.1, to Class Counsel and the Courts.

SECTION 4 - THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

4.1 Duties and Responsibilities

45. The Claims Administrator's duties and responsibilities include the following:
 - (a) providing notice(s) to the Settlement Class Members as may be required and in accordance with the Notice Program;
 - (b) providing any reminder notice(s) to the Settlement Class Members as may be required by Class Counsel;

- (c) receiving exclusion/opt-out requests and disputes/objections and forwarding them to Class Counsel;
- (d) developing a claims process, including a claims website, paper and electronic Claims Forms, and systems and procedures for completing, filing, receiving and adjudicating Claims electronically and by paper;
- (e) developing and maintaining a website for the Settlement including:
 - (i) the filing of claims;
 - (ii) offering relevant information related to the claim process and updated information of the settlement approval and the Claims Deadline;
 - (iii) containing the following information, but not limited to: Settlement Agreement, Short Form Notice, Long Form Notice, Distribution Protocol, VIN look-up, and orders of the Courts;
- (f) establishing and maintaining a toll-free number for calls from Canada;
- (g) making timely decisions in respect of Claims received and notifying the Claimants of the decision promptly thereafter;
- (h) notifying forthwith Class Counsel of appeals;
- (i) submitting required materials for appeals;
- (j) performing calculation of the Benefits in accordance with this Protocol or as ordered by the Court;
- (k) arranging payment to Settlement Class Members with a Valid Claim in a timely fashion;
- (l) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;

- (m) holding amounts received in respect of the Settlement Cash Value in the Trust Account and making all payments therefrom as authorized;
- (n) remitting the amounts payable to the Fonds d'aide aux actions collectives and the *Law Foundation of British Columbia*;
- (o) arranging payment of Class Counsel fees and disbursements and Administration Costs, as ordered by the Courts;
- (p) reporting to Class Counsel and the Courts respecting Claims received and administered and Administration Costs;
- (q) subject to subparagraph (r), maintaining the Claims information for three (3) years after the judgment closing the Settlement administration;
- (r) destroying the information provided by the Société d'assurance automobile du Québec as a result of any order rendered by the QC Court as soon as the judgment closing the Settlement administration is rendered;
- (s) preparing and submitting reports and records as directed by Class Counsel or the Courts;
- (t) fulfilling any obligation to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Settlement Cash Value;
- (u) being bilingual in all respects; and
- (v) collecting, using and retaining the personal information received from the Claimants as prescribed by the *Act respecting the protection of personal information in the private sector*, CQLR c. P-39.1 and the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5.

4.2 Supervisory Powers of the BC Court and the QC Court

46. The Claims Administrator will administer this Protocol in accordance with the orders of the Courts and the Settlement Agreement, under the ongoing authority and supervision of the BC Court and the QC Court.
47. In consultation with Class Counsel, the Claims Administrator can seek directions from the BC Court and the QC Court with respect to the distribution of the Net Settlement Cash Value to ensure a fair and cost-effective distribution of the Net Settlement Cash Value.

SCHEDULE “A” – TEMPLATE CORPORATE AUTHORIZATION

This Schedule is to be completed only if the Claim is being submitted by a corporation.

Contact information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

_____ [*name of Settlement Class Member*]
authorizes _____ [*name of representative*], who
holds the position of _____ [*title/position of the
representative*] within the corporation, to file a Claim in the Hino Trucks Canadian Settlement
distribution on behalf of the corporation.

_____ [*name of Settlement Class Member*]
understands that all communications relating to the Claim will be directed towards the authorized
representative.

DATED at _____ [name of city], in the Province of
_____, this ____ day of _____, 202__.

Name

Signature

I have the authority to bind the corporation

SCHEDULE “B” - TEMPLATE AUTHORIZATION FOR CLAIMS FILED BY A REPRESENTATIVE (INCLUDING A THIRD-PARTY CLAIMS SERVICE OR LAWYER OF THEIR OWN CHOOSING) ON BEHALF OF A SETTLEMENT CLASS MEMBER

Contact information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I, _____, [*name of Settlement Class Member*] authorize _____ [*name of representative*] to file a Claim in the Hino Trucks Canadian Settlement distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class Members to file Claims without the assistance of an agent and that any Settlement Class Member can contact the Claims Administrator at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the Claim Form. I understand that my representative will be claiming for _____ Settlement Class Truck(s). I can attest based on personal knowledge that the information to be submitted by the representative accurately reflects my records.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*name of city*], in the Province of _____, this _____ day of _____, 202__.

Name

Signature

If the Claimant is a corporation, I have the authority to bind it.