
HINO TRUCKS EMISSIONS CANADIAN CLASS ACTIONS SETTLEMENT

This Notice is authorized pursuant to orders of the British Columbia Supreme Court and the Superior Court of Quebec (the “**Courts**”).

This is a summary of the official documents related to the Class Actions. In the event of any conflict or discrepancy between this notice, the Settlement Agreement and a court order, the latter shall prevail.

Did you purchase or lease a Hino truck model year 2011-2021?

You may be eligible to receive money in a \$55 million class action settlement.

Apply now.

Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc., Hino Motors Sales U.S.A., Inc., and Hino Motors Canada, Ltd. (together, “**Hino**”)¹ have agreed to a proposed class action settlement to resolve claims in two Canadian class action lawsuits² (the “**Settlement Agreement**”).

The Class Actions allege that the emission levels in certain Hino trucks (the “**Class Trucks**”) were misrepresented and exceed regulatory limits. Hino denies the claims but has decided to settle.

You may submit a claim now for compensation.

The purpose of this notice is to inform you of the Settlement Agreement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

To take effect, the Settlement Agreement must be approved by the Courts. If approved by both the Quebec and BC Courts, the Settlement Agreement will provide compensation and other valuable benefits to Class Members (defined below). These benefits include:

- A \$55,000,000 settlement fund to pay Class Members who submit a valid claim. The compensation available for each Class Truck will depend on the volume of claims submitted, counsel’s court-awarded fees and disbursements, and administration costs. **There will be a minimum payment of \$1,500 per Class Truck.**
- A robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair (the “**Extended Warranty**”); and
- A new parts warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Class Trucks in the next three years (the “**New Parts Warranty**”).

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

² *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 “**Class Actions**”).

**Questions? Visit www.hinocanadasettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

The class includes all persons or entities that purchased or leased a Class Truck in Canada, through February 25, 2025 (the “**Settlement Class**”, members of which are “**Class Members**”). The Class Trucks are any on-road vehicle sold or leased in Canada equipped with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

Eligibility for compensation under the Settlement Agreement will be determined by Vehicle Identification Number (“**VIN**”), but for illustrative purposes, the parties expect that the Settlement Agreement includes most or all of the following Hino trucks:

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

Class Counsel fees will be determined after all the claims are filed. For their work in securing this Settlement Agreement, Class Counsel will request an amount that will not exceed 25% of the amount paid by Hino, plus disbursements and all applicable taxes. If approved by the Courts, these amounts will be paid out of the settlement amount.

The full details of the Settlement Agreement, a plan for how the settlement amount will be distributed (referred to as the “**Distribution Protocol**”), and other important documents are available at www.HinoCanadaSettlement.ca. Please visit the website regularly for further updates about the Class Actions, including whether the Settlement Agreement is approved by the Courts.

BASIC INFORMATION

Find out more about why this notice is published.

1. WHAT IS THIS NOTICE?

The Courts overseeing the Class Actions have authorized this Notice to inform you that:

- (1) The Class Actions have been certified as class proceedings against Hino for the purpose of settlement;
- (2) A Settlement Agreement was reached between the parties;
- (3) The Plaintiffs will be seeking the Courts’ approval of the Settlement Agreement, the Distribution Protocol, and payment of the cost of administering the Settlement (“**Claims Administration Costs**”);
- (4) If you do not want to be part of the Class Actions or the Settlement Agreement, you must act now (see **Questions 22-27**); and
- (5) You **can submit a claim now** to receive compensation under the Settlement Agreement. No money will be paid unless the Settlement Agreement is approved by the Courts (see **Question 29**).

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

This Notice summarizes the Settlement Agreement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the www.HinoCanadaSettlement.ca, regularly for updates and further details.

| YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT | |
|--|---|
| PARTICIPATE BY FILING A CLAIM | <p>You can submit your claim now, and no later than on September 2, 2025. Claims must be submitted electronically or by mail.</p> <p>To obtain compensation under this Settlement Agreement, you must submit a valid claim. See Question 13 for details on how to submit a valid claim.</p> |
| OPT OUT | <p>If you wish to exclude yourself from the Settlement Agreement, you must submit a request to “opt out” of the Settlement Agreement, by April 28, 2025. Opting out allows you to exclude yourself from the Settlement and have the option to sue Hino over the claims being resolved by this Settlement Agreement, at your own expense, but you will <u>not</u> be able to make a claim under the Settlement Agreement. See Questions 21-26 for further details.</p> |
| OBJECT | <p>If you wish to make comments or object to the Settlement Agreement, the Distribution Protocol, or Class Counsel Fees, you may write to the Claims Administrator and explain your comments and/or what you dislike about the Settlement Agreement. You must submit your objection by April 28, 2025. See Questions 27 and 28 for further details.</p> <p>If you object to the Settlement Agreement, you may ask to speak in Court about the fairness of the Settlement Agreement. Please refer to Questions 27 and 28 for further details.</p> |
| DO NOTHING | <p>If you do nothing, you will receive no payment in this Settlement Agreement and you will give up your right to sue Hino for the claims in this case (i.e. the allegations that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits).</p> |

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

THE CLASS ACTIONS

Learn more about the Class Actions.

2. WHAT IS A CLASS ACTION?

A class action is a legal proceeding in which one or more people request permission to act on behalf of a group of people affected by the same problem: the class members. Once this permission is obtained and the class action is authorized, the person(s) become(s) the “representative(s)”, which allows them, among other things, to settle the class action on behalf of the class members.

When a class action is settled, the court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement Agreement. The opt-out process is described in **Questions [21-26](#)** below.

3. WHAT IS THE PURPOSE OF THE CLASS ACTIONS?

In the Class Actions, the Plaintiffs claim that Hino failed to properly conduct compliance tests for certain Hino trucks equipped with diesel engines sold in Canada, with the result that these vehicles emit more pollutants on the road than during compliance tests.

For more information on the Québec Class Action, including the principal issues to be dealt with collectively and the conclusions sought by the Plaintiff against Hino, please consult paragraphs 37 and 38 of the Québec Authorization Judgment for settlement purposes www.HinoCanadaSettlement.ca.

For more information on the BC Class Action, including the claims alleged and the relief sought, please consult the Amended Notice of Civil Claim www.HinoCanadaSettlement.ca.

The Plaintiffs in both of the Class Actions entered into the Settlement Agreement with Hino (dated October 29, 2024) to settle the Class Actions.

4. WHY A SETTLEMENT AGREEMENT?

There has not been a trial on the merits of the Class Actions. The Courts did not rule in favour of the Plaintiffs or Hino. Instead, both parties agreed to enter into the Settlement Agreement. A settlement agreement is a compromise that allows all parties to avoid the delays and risks associated with a trial.

The Plaintiffs and their counsel (“**Class Counsel**”) believe that the Settlement Agreement is the best solution for all Class Members and have therefore asked the Courts to approve it.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

5. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will **not** get a payment if the Settlement Agreement is approved, but your Class Truck will still receive the Extended Warranty and be eligible for the New Parts Warranty. You will also be bound by the Settlement Agreement, including the releases. You will not be able to start a lawsuit or be part of any other lawsuit against Hino about the legal issues in this case.

If you initiated a lawsuit in Québec against Hino with respect to the same subject matter covered by the Class Actions and you do **not** discontinue it before April 28, 2025, you are automatically excluded from the Class Action in Québec.

SETTLEMENT CLASS AND BENEFITS

Determine whether you are a Class Member and learn more about compensation and other benefits provided for in the Settlement Agreement.

6. AM I ELIGIBLE TO RECEIVE COMPENSATION?

The Settlement Class consists of all persons or entities that purchased or leased in Canada a vehicle equipped with a Hino engine model year 2010 to 2019, through February 25, 2025. The Class Trucks include most or all of the following trucks:

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

It is possible that some of these trucks are not equipped with a Hino engine model year 2010 to 2019, so eligibility for compensation under the Settlement Agreement is determined by **VIN**.

If you received a direct communication including a Claim ID and PIN from the Claims Administrator, Verita Global, regarding a specific VIN, it means the vehicle is a Class Truck. If you did not, you can check whether you have a Class Truck by entering your VIN in the VIN lookup tool found at www.HinoCanadaSettlement.ca. If the VIN lookup tool does not recognize your VIN and you purchased your vehicle second-hand, contact the Claims Administrator to find out if you can submit a claim.

If the Distribution Protocol is approved, Class Members who leased their Class Truck and whose lease was for less than six (6) months will not be eligible for compensation. Class Members who owned a Class Truck for less than six (6) months and do not own it at the time they submit a claim may not be eligible for compensation. Class Members who purchased or leased a Class Truck for which they obtained compensation in the parallel US class action (*Express Freight International, et al v Hino Motors Ltd, et al*, Case No 1:22-cv-22483-GAYLES/TORRES (SD Fla Apr. 1, 2024)) will not be eligible for compensation for that Class Truck.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

The following people and entities are not included in the Settlement Class: Hino's officers, directors, and employees; Hino's affiliates and affiliates' officers, directors, and employees; Hino's authorized dealers and dealers' officers and directors; Hino's distributors and distributors' officers, directors, and employees.

If you are not sure whether you are a Class Member, or have any other questions about the Settlement Agreement, visit www.HinoCanadaSettlement.ca, or call toll-free at 1-888-726-1323.

7. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement Agreement will provide compensation and other valuable benefits to Class Members. These benefits include:

- **A \$55,000,000 settlement fund to pay Class Members who submit a valid claim. The compensation available for each Class Truck will be a minimum of \$1,500. The actual amount for each Class Truck will depend on the number of valid claims submitted and court-awarded Class Counsel fees and administration costs;**
- A robust **Extended Warranty** that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and
- A **New Parts Warranty** if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Class Trucks in the next three years.

Questions [8](#) to [11](#) below describe these benefits in more detail.

8. WHAT CASH COMPENSATION WILL I RECEIVE IF I FILE A CLAIM?

After deducting Class Counsel Fees (see [Question 33](#)) and the Claims Administration Costs, the remaining amount will be allocated evenly among all Class Trucks for which the Claims Administrator receives a valid claim. **The compensation available for each Class Truck will depend on the number of valid claims submitted but, at a minimum, \$1,500 has been allocated per Class Truck.**

If more than one Class Member submits a valid claim for the same Class Truck, 60% of the compensation for that Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Class Member(s) that submit a valid claim for that same truck.

For example, if each Class Truck is allocated \$2,000 and an original owner and two subsequent owners all submit valid claims for the same truck, the original owner would be allocated \$1,200, and the two subsequent owners would each be allocated \$400.

If the Distribution Protocol is approved, Class Members who leased their Class Truck and whose lease was for less than six (6) months will not be eligible for compensation. Class Members who owned a Class Truck for less than six (6) months and do not own it at the time they submit a claim may not be eligible for compensation.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

9. WHAT DOES THE EXTENDED WARRANTY COVER?

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

| # | Part Description | Length of Warranty Coverage |
|-----|---|---|
| 1. | Diesel Oxidation Catalyst (DOC) | Greater of 5 years from the date that the Courts grant final approval of the Settlement, 5 years from the expiration of the standard Hino warranty coverage for the Class Truck, or 8 years from the date that the 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 Courts grant final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Class Truck, or 10 years from the date that the 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 | |

Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com; or call toll-free 1-888-726-1323

| # | Part Description | Length of Warranty Coverage |
|-----|--------------------------------|-----------------------------|
| 19. | Coolant Temperature Sensor | |
| 20. | Crankshaft position Sensor | |
| 21. | Intake Air Flow Meter | |
| 22. | Outside Air Temperature Sensor | |

The Extended Warranty also covers (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 Courts grant final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Class Truck, or 10 years from the date that the 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.

Under the terms of the Extended Warranty, Hino cannot impose 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.

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

10. WHAT IS THE NEW PARTS WARRANTY?

If, within three (3) years of the date of the Settlement Agreement, Hino provides a government-mandated or a government-recommended emissions system recall or repair campaign, Hino must provide affected Class Members with a New Parts Warranty covering any parts repaired, replaced, or modified by the recall or repair.

The New Parts Warranty will last for five (5) years from the date the Class Truck is repaired under an emissions system recall or repair campaign. Hino is required to notify Class Members and authorized dealers of the New Parts Warranty in connection with any recall or repair campaign.

11. DO THE EXTENDED WARRANTY AND NEW PARTS WARRANTY TRANSFER WITH MY CLASS TRUCK?

Yes. The Extended Warranty and New Parts Warranty will transfer with your Class Truck for the entire duration of the warranty periods.

THE CLAIM PROCESS

Learn more about the claims and payment process.

12. WHEN MUST I SUBMIT A CLAIM?

You can submit a claim **now, and no later than on September 2, 2025.**

Claims will not be paid unless the Settlement Agreement is approved by the courts.

Please visit www.HinoCanadaSettlement.ca for update on the claims deadline.

13. HOW DO I SUBMIT A CLAIM?

Go to www.HinoCanadaSettlement.ca now to make a claim online. You must submit a valid claim to receive compensation under the Settlement Agreement. The Claim Form asks for basic information and takes just a few minutes to complete.

If you received a letter or email containing a personalized Claim ID and PIN, it means Hino or the *Société de l'assurance automobile du Québec* provided information to the Claims Administrator about your Class Truck. Your online claim form is a simplified claim form and has been populated with that information.

- If the information is complete and accurate, you will only need to confirm it and choose your payment method to finalize your claim.
- You may claim for additional purchases or leases that are not pre-populated in your online claim. If the additional purchases cannot be confirmed against the information provided by Hino or *the Société de l'assurance automobile du Québec*, you will be required to provide documentation to prove your claim.

If the information on the simplified claims form is inaccurate or incomplete, you will have the opportunity to correct it. Contact the Claims Administrator if you have any questions.

If the claims process reveals that the information is inaccurate or incomplete, we may ask you to provide additional information and documentation after you have submitted your claim.

If you did not receive a Claim ID and a PIN, or if you do not want to submit an online claim form, you must submit a general claim form along with the following information to support your claim.

- Identification and contact information;
- Email address;
- The VIN of each Class Truck for which you want to submit a claim;
- Information necessary for the Claims Administrator to confirm that you are eligible for compensation and to determine the appropriate type of compensation for your Class Truck.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

You will also need to provide documentation in support of your claim (see **Question 14**). If the Claims Administrator is unable to verify the information in your claim, the Claims Administrator may request other supporting documentation.

If you are unable to complete the online form or you do not have internet access, call the Claims Administrator at 1-888-726-1323. It does not cost anything to ask questions or to apply to receive a payment.

If you would prefer to submit your claim form by mail, you can request a hardcopy form to be mailed to you by calling 1-888-726-1323. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: www.HinoCanadaSettlement.ca

Submit claims via mail:

Hino Trucks Emissions Settlement
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3

14. I DID NOT RECEIVE A CLAIM ID, WHAT DOCUMENTS MUST I PROVIDE IN SUPPORT OF MY CLAIM?

If you did not receive a Claim ID and a PIN, you must submit a General Claim Form and submit information and documentation to support your claim. There are two types of documents to provide:

(1) Documents identifying you

You must submit documents containing information identifying you, such as:

➤ *If you are 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, such as: driving licence, health insurance card or passport.

➤ *If you are filing a claim on behalf of a corporate entity:*

- ✓ A document showing your authority to file on behalf of the corporate entity, such as the *Corporate Authorization* attached as **Schedule A** of the Distribution Protocol, available in the **Documents** section of the website; and
- ✓ Your current valid photo identification (front and back) issued by the Canadian federal government or a government of a Canadian province or territory, such as: driving licence, health insurance card or passport.

➤ *If you are filing a claim on behalf of a deceased Class Member:*

- ✓ A death certificate of the deceased Class Member who owned or leased the Class Truck;
- ✓ A document showing your authority to file on behalf of the deceased Class Member; and

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- ✓ Your current valid photo identification (front and back) issued by the Canadian federal government or a government of a Canadian province or territory, such as: driving licence, health insurance card or passport.

➤ If you are filing a claim as a representative other than, for a corporate entity, an employee, director or officer:

- ✓ An *Authorization for Claims Filed by a Representative*, attached as **Schedule B** to the Distribution Protocol, available in the **Documents** section of the Settlement website.

(2) Documents proving ownership/lease during the class period

You must submit official or third-party documentation establishing the ownership or lease of a Class Truck that bears a date and includes the name of the claimant and the VIN of the Class Truck, such as:

- ✓ the vehicle's registration certificate;
- ✓ a purchase agreement; and
- ✓ a lease agreement.

15. HOW WILL THE CLAIMS ADMINISTRATOR DETERMINE WHETHER MY CLAIM IS VALID AND NOTIFY ME OF ITS DECISION?

If the Settlement Agreement is approved by the Courts, the Claims Administrator will analyze your claim to ensure it is valid. To do so, the Claims Administrator will determine whether you are a Class Member and meet the eligibility requirements.

The Claims Administrator will send a "**Notice of Decision**" to notify you of the approval or rejection of your claim. If your claim is rejected, the Claims Administrator will include its reasons in the Notice of Decision.

16. WHEN WILL I GET MY PAYMENT?

No payments will be made unless and until the Settlement Agreement is approved by the Courts. Both the BC and Québec Courts must approve the Settlement Agreement and the Distribution Protocol before any payment can be made. See Questions [29-31](#) for information about the settlement approval hearings.

If the Settlement Agreement is approved, the Claims Administrator will send you a Notice of Decision. After the Settlement Claim Deadline, and after all appeals (if any) are resolved, the Claims Administrator will calculate the payment amount for each valid claim, and send out payments.

If you make a claim and the Settlement Agreement is not subsequently approved, the Class Actions will proceed, and you will not receive any benefits.

Please check www.HinoCanadaSettlement.ca after the settlement approval hearings for information concerning the timing of settlement payments.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

17. HOW WILL I GET MY PAYMENT?

If the Settlement Agreement is approved, your compensation will be paid to you by cheque or e-transfer. Corporate entities will be receiving cheques.

If your address changes between the time you file your claim and the time of payment, you must contact the Claims Administrator as soon as possible to inform them of your change of address. You will need to validate your identity.

Cheques will become stale-dated six (6) months after their issuance. It is your responsibility to cash the cheque on time. E-Transfers will be valid for thirty (30) days after issuance.

18. CAN I APPEAL THE NOTICE OF DECISION?

Appeal of a Notice of Decision is permitted only if the following conditions are met:

- (1) the Claims Administrator has **rejected** your claim;
- (2) your complete claim was submitted before the claim deadline; and
- (3) your appeal is not intended to challenge any provision in the Settlement Agreement approved by the Court.

Carefully read Question [19](#) to find out how to appeal and when, as the Claims Administrator will be able to dismiss your appeal without submitting it to the arbitrator if it does not meet the procedural requirements.

19. WHAT IS THE APPEAL PROCESS?

To appeal the Notice of Decision, you must comply with the following procedure, failing which your appeal will be deemed inadmissible:

- (1) **The deadline to appeal is thirty (30) days following the date of the Notice of Decision.** If the appeal is made electronically, it must be received by the Claims Administrator within 30 days of the date of the Notice of Decision. If the appeal is mailed, it must be postmarked no later than thirty (30) days following the date of the Notice of Decision;
- (2) You must provide in writing the **reasons** for your appeal; and
- (3) You must pay a \$150 filing fee, which will be reimbursed to you if your appeal is successful. If the Claims Administrator determines the appeal meets the procedural requirements, the Claims Administrator will notify you that your appeal will be submitted to the arbitrator. You will have ten (10) days to pay the filing fee of \$150.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

All appeals will be assessed after the claim period has ended. Class Counsel may provide written submissions regarding your appeal to the arbitrator.

The arbitrator will issue a written decision. If the arbitrator rules in your favour, the \$150 filing fee will be reimbursed to you. The arbitrator's decision will be final and not subject to appeal or review.

20. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?

If the Settlement Agreement is approved, the amount paid by Hino will be irreversible, which means that no portion of the amount paid by Hino will be returned. If there are any settlement funds that remain after paying all eligible claims and other settlement costs, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims, then the remaining balance will be distributed pursuant to the laws of British Columbia and Quebec. This will include a payment to the *Law Foundation of British Columbia*, a payment to the *Fonds d'aide aux actions collectives* and a "cy pres" payment, which would be a payment to charitable causes that indirectly benefit Class Members.

The cy pres recipient(s) in this case, if any, will be recommended by the Plaintiffs and subject to the approval of the Courts. Please check www.HinoCanadaSettlement.ca for updates about any cy pres distribution.

OPTING OUT OF THE SETTLEMENT AGREEMENT

Explanation of how and why you can exclude yourself from the Class Actions.

21. WHAT HAPPENS IF I OPT OUT OF THE CLASS ACTIONS?

If you opt out of the Class Actions:

- (1) You will not be able to participate in the Settlement Agreement. You will therefore not be able to make a claim and will not receive a compensation or other benefits;
- (2) You will not be bound by the Class Actions;
- (3) You will retain the right to sue Hino, at your expense, to the extent permitted by law; and
- (4) You will not be able to challenge the Settlement Agreement.

22. IF I DO NOT WANT TO BE BOUND BY THE SETTLEMENT, HOW DO I OPT OUT?

To opt out of the Settlement Agreement, you must mail or email a written request to the Claims Administrator. To ensure its efficient treatment, make sure your request includes:

- Your name, full address, and telephone number;
- The case name: "**Hino Trucks Canadian Settlement**"

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

- A statement saying “I wish to opt out of the Settlement Class”; and
- Each of your Class Truck(s)’s Vehicle Identification Number(s) (“**VIN(s)**”), and
- If you so choose, a reason for your decision to opt out.

Your opt-out request must be postmarked or emailed no later than **April 28, 2025** to the Claims Administrator:

Hino Trucks Emissions Settlement
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3

hino@veritaglobal.com

If you initiated a lawsuit in Québec against Hino with respect to the same subject matter covered by the Class Actions and you do **not** discontinue it before April 28, 2025, you will be automatically excluded from the Class Action in Québec.

23. IF I DO NOT OPT OUT, CAN I SUE HINO FOR THE SAME THING LATER?

No. If you do not submit your opt-out request before the opt-out deadline, or if you fail to include the required information in your opt-out request, you will remain a Class Member. You will **not** be able to sue Hino about the claims that the Settlement Agreement resolves. If you do not opt out, you will be bound like all other Class Members by the Courts’ orders and judgments in the Class Actions, even if you do not file a claim for compensation.

24. IF I OPT OUT, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement Agreement if you opt out. If you opt out, do not send in a Claim Form asking for benefits from the Settlement Agreement.

25. IF I OPT OUT, AM I ELIGIBLE FOR THE EXTENDED WARRANTY OR THE NEW PARTS WARRANTY OFFERED AS PART OF THE SETTLEMENT?

No. You will not get the Extended Warranty, or the New Parts Warranty offered through this Settlement Agreement.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

26. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE SETTLEMENT CLASS?

If the Settlement Agreement is approved and you do not opt out, you will release Hino and the Released Parties from liability for all Released Claims and you will not be able to sue them about the issues alleged in the Class Actions.

This means that you can no longer sue Hino for any of the issues that were raised in the Class Actions, including alleged exceedances of regulatory emissions limits.

However, you retain your right to participate in any future buyback of your Class Truck that is effected under the purview of any government entity with jurisdiction over the Class Trucks regarding the issues alleged in the Class Actions.

The Settlement Agreement at Section 1.44 and 9.1 to 9.10 describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.HinoCanadaSettlement.ca.

OBJECTING TO THE SETTLEMENT

Explanation on how to tell the Courts that they should not approve the Settlement Agreement.

27. HOW DO I TELL THE COURTS IF I DO NOT AGREE WITH THE SETTLEMENT?

If you do not opt out of the Settlement Agreement, you may object to it. The Courts will consider your views in deciding whether to approve or reject this Settlement Agreement. If the Courts do not approve the Settlement Agreement, no settlement payments will be sent, and the Class Actions will continue.

To comment on or to object to the Settlement Agreement, or the Distribution Protocol, or to Class Counsel Fees, you or your lawyer must submit your written objection to the Claims Administrator with the following information:

- The case name: **“Hino Trucks Canadian Settlement”**
- Your printed name, address, and telephone number;
- The VIN(s) of your Class Truck(s); and
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Courts’ attention.

Your objection, along with any supporting material you wish to submit, must be delivered to the Claims Administrator by **April 28, 2025**, at their contact information listed below in **Question 35**.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

28. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND OPTING OUT?

Excluding yourself (by opting out) means that you do not want to be part of the Settlement Class, you do not want to receive any benefits under the Settlement Agreement, and you do not want to release any of the claims resolved by the Settlement Agreement. If you opt out, you have no basis to object because the Settlement Agreement no longer affects you.

Objecting is telling the Courts that you do not like something about the Settlement Agreement, or the Distribution Protocol, or Class Counsel Fees. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement Agreement. If you object to the Settlement Agreement, you are expressing your views about the Settlement Agreement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by the Settlement Agreement.

THE APPROVAL HEARINGS

Description of the Courts' approval processes for the Settlement Agreement.

29. WHEN AND WHERE WILL THE COURTS DECIDE WHETHER TO APPROVE THE SETTLEMENT?

To take effect, the Settlement Agreement must be approved by the Courts. The Courts will hold approval hearings as follows:

| For Canadian residents (except Québec) | For Québec residents |
|---|---|
| B.-C. Supreme Court , at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1. On May 6, 2025 at 10 am PT | Quebec Superior Court , at 1 Notre-Dame Street East, Montreal, Québec, H2Y 1B6, in a room to be determined by the Court.. On May 20, 2025 at 9:15 am ET |

At the hearings, the Courts will consider whether to give final approval to the Settlement Agreement, the Distribution Protocol, and reimbursement for the Claims Administration Costs.

At the hearings, the Courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of Class Members.

It is possible that the hearing will be conducted remotely by videoconference. For more information, see the www.HinoCanadaSettlement.ca.

Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com; or call toll-free 1-888-726-1323

30. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend these hearings. Class Counsel will answer any questions the Courts may have. If you wish to attend one or more hearings, you are welcome to come at your own expense. If you submit an objection, you do not have to come to court, but you have the option to do so if you provide advance notice of your intention to appear (see **Question 31** below). As long as you submitted a written objection with all of the required information on time, Class Counsel will bring your objection to the Courts. You may have your own lawyer attend at your expense, but it is not required.

31. MAY I SPEAK AT THE HEARING?

You may ask the Courts for permission to speak at the approval hearings. If you wish to speak at either approval hearing, please contact Class Counsel before **April 28, 2025**. Class Counsel's contact information is listed below in **Question 32**. If you do not provide your written comments and do not contact Class Counsel by this deadline, it is possible that you will not be allowed to speak at the approval hearing.

THE LAWYERS REPRESENTING YOU

Find out more about Class Counsel and how they will be paid.

32. WHO ARE THE LAWYERS WORKING ON THE CLASS ACTIONS?

The Courts have appointed the law firms of Belleau Lapointe, s.e.n.c.r.l. to represent Class Members in Québec and CFM Lawyers LLP and Kazlaw LLP to represent Class Members outside of Quebec (collectively, "Class Counsel"). Their contact information is as follows:

| | |
|--|---|
| CFM LAWYERS LLP #400 – 856 Homer Street Vancouver, BC, Canada V6B 2W5 Tel: 604 689-7555 E-mail: info@cfmlawyers.ca | BELLEAU LAPOINTE, S.E.N.C.R.L. 300 Place d'Youville, Suite B-10 Montréal (Quebec) Canada H2Y 2B6 Tel: 514 987-6700 Toll Free: 1-888-987-6701 E-mail: info@belleaulapointe.com |
| KAZLAW LLP 570 Granville St., #1900 Vancouver, British Columbia V6C 3P1 Tel: 604 657-3128 Toll Free: 1-855-681-9344 E-mail: info@kazlaw.ca | |

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

If you want to be represented by your own lawyer, you may hire one at your own expense.

It is not necessary to retain a lawyer to make a claim. The Claims Administrator is available, free of charge, to answer any questions you may have about the claim procedure or the claim form.

You can also contact Class Counsel for free assistance with the Settlement Agreement.

33. HOW WILL THE LAWYERS BE PAID?

Class Counsel Fees will be determined after all the claims are filed. For their work in securing this Settlement Agreement, Class Counsel will ask the Courts to award up to 25% of the amount paid by Hino in fees plus disbursements and all applicable taxes. The Courts must approve Class Counsel's fees and disbursements before they can be paid.

Class Counsel are not seeking payment at this time but reserve the right to do so in the future. If you would like to object to Class Counsel seeking a maximum fee of 25%, you may do so at the Settlement Approval hearing. Please follow the process set out in [Question 27](#).

GETTING MORE INFORMATION

34. WHO IS THE CLAIMS ADMINISTRATOR?

The Courts have appointed **Verita Global** as the Claims Administrator. If the Distribution Protocol is approved, Verita Global will distribute the settlement funds pursuant to the Distribution Protocol. You can view the Distribution Protocol at www.HinoCanadaSettlement.ca.

The Claims Administrator's contact information is listed above in [Question 35](#).

35. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement Agreement. For more information, including important documents related to the Settlement, please consult the following links:

- [The Settlement Agreement](#);
- [The Distribution Protocol](#);
- [The websites of Belleau Lapointe, CFM Lawyers and Kazlaw LLP.](#)

If you have any additional questions, please contact the **Claims Administrator** at the contact information provided below:

- **By email:** hino@veritaglobal.com

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**

- **By mail:** Hino Trucks Emissions Settlement
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3
- **By telephone:** 1-888-726-1323

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement website, www.HinoCanadaSettlement.ca.

**Questions? Visit www.HinoCanadaSettlement.ca; email hino@veritaglobal.com;
or call toll-free 1-888-726-1323**