



No. S-237109  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

**DAYNE ZIEGLER**

Plaintiff

and

**HINO MOTORS, LTD.; TOYOTA MOTOR CORPORATION;  
HINO MOTORS MANUFACTURING U.S.A., INC.;  
HINO MOTORS SALES U.S.A., INC.;  
HINO MOTORS CANADA LTD.;  
TOYOTA CANADA INC.**

Defendants

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

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**ORDER MADE AFTER APPLICATION**

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BEFORE THE HONOURABLE MR. JUSTICE )  
MASUHARA ) 19/DEC/2024  
)

ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on December 19, 2024; and on hearing Jen Winstanley, Rebecca Coad and George Rainforth for the Plaintiff; and Mary Buttery (in person), Sonia Bjorkquist and Mark Sheeley (via MS Teams) for the defendants Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc., Hino Motors Sales U.S.A., Inc., and Hino Motors Canada, Ltd. (collectively, the "**Settling Defendants**") and on reading the materials filed,

including the Settlement Agreement (as defined below); and on the consent of the Settling Defendants,

THIS COURT ORDERS that:

1. Except to the extent that they are modified by this Order, the definitions set out in the settlement agreement reached between the Plaintiff and the Settling Defendants dated October 29, 2024, (the "**Settlement Agreement**") attached as **Appendix "A"**, apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. This action is certified as a class proceeding as against the Settling Defendants for the purpose of settlement only, pursuant to the *Class Proceedings Act*, RSBC 1996, c 50, and subject to the terms of the Settlement Agreement.
4. The class certified for the purpose of settlement with the Settling Defendants is defined as:

all persons who purchased or leased a Settlement Class Truck in Canada (excluding the Province of Québec) prior to the Notice Date excluding:

- (a) the Settling Defendants' officers, directors, and employees;
- (b) the Settling Defendants' affiliates and affiliates' officers, directors, and employees;
- (c) the Settling Defendants' authorized motor vehicle dealers, their officers and directors;
- (d) the Settling Defendants' distributors and distributors' officers, directors and employees; and
- (e) all those who would otherwise be included in the class but have validly opted out pursuant to the terms of this Order;

(collectively, the "**Class**", members of which are "**Settlement Class Members**")

5. Dayne Ziegler is appointed as the representative plaintiff for the Class.

6. The following issue is certified as a common issue:

Did the Settlement Class Trucks exceed Canadian emissions standards and did Settlement Class Members suffer damages as a result?

7. The Notice Plan, substantially in the form attached as **Appendix "B"**, is approved for the purpose of the publication and dissemination of the Notices (defined in paras. 8-11) and Settlement Claim Forms.

8. The form and content of the Short Form Notices, substantially in the forms attached as **Appendices "C"** and **"D"** are approved.

9. The form and content of the Long Form Notice, substantially in the form attached as **Appendix "E"**, is approved.

10. The form and content of the Banner Ad Notices, substantially in the form attached as **Appendix "F"**, are approved.

11. The form and content of the Press Release, substantially in the form attached as **Appendix "G"**, is approved.

12. The form and content of the Settlement Claim Form, substantially in the form attached as **Appendix "H"**, is approved.

13. RicePoint Administration Inc., dba Verita Global, is appointed as the Claims Administrator.

14. The Settling Defendants shall provide a list of the vehicle identification numbers for all Hino trucks potentially associated with the settlement that were originally sold in the United States (the **"US VIN List"**) to the Claims Administrator.

15. The Claims Administrator is prohibited from distributing the US VIN List, which is to be used for the sole purpose of evaluating claims for entitlement to Settlement Cash Benefits.

16. Any Settlement Class Member who wishes to be excluded from the action must do so by submitting to the Claims Administrator by mail, courier or email a written opt-out election ("**Opt-Out Election**") to be postmarked on or before 11:59 pm Vancouver (Pacific) time on the date that is 60 days after the date on which the Notices are first published whether in print or online ("**Opt-Out Deadline**").

17. An Opt-Out Election:

- (a) must contain a statement of intention to opt out of the action by the Settlement Class Member or a person authorized to bind the Settlement Class Member;
- (b) must contain the name, address, telephone number and email address of the Settlement Class Member;
- (c) must contain the date(s) of the Settlement Class Member's ownership or lease of the Settlement Class Truck(s);
- (d) must contain the Vehicle Identification Number(s) ("**VIN(s)**") of the Settlement Class Member's Settlement Class Truck(s), and
- (e) may, if the Settlement Class Member chooses, include a reason for the Settlement Class Member's decision to opt out.

18. No later than the date that is thirty (30) days after the Opt-Out Deadline, the Claims Administrator shall:

- (a) provide the number of valid Opt-Out Elections the Claims Administrator received; and
- (b) deliver a report to Class Counsel and counsel for the Settling Defendants containing the names of each Settlement Class Member who has validly and timely opted out, the VIN(s) of the Settlement Class Truck(s) provided, as well as any reasons given by those Settlement Class Members for opting out.

19. Any person who is a member of the Class and who does not validly opt out in accordance with paragraphs 16 and 17 of this Order will be bound by the Settlement Agreement, including the releases contained therein upon its Effective Date , and may not be excluded in the future, whether or not a claim for Settlement Cash Benefits is submitted by that person.

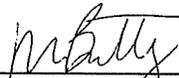
20. Settlement Class Members who wish to file with the Court an objection or comment on the Settlement Agreement, the Distribution Protocol or the ability of Class Counsel to seek reimbursement of fees of up to 25% of the settlement amount plus disbursements and taxes shall deliver to the Claims Administrator by mail, courier or email a written statement, to be postmarked or received by Class Counsel by no later than 11:59pm Vancouver (Pacific) time on the date that is 14 calendar days prior to the settlement approval application hearing. After receiving same, Class Counsel will provide a copy of any such objection or comment to counsel for the Settling Defendants as quickly as reasonably possible.

21. The settlement approval hearing will be scheduled for April 17, 2025.

22. With the exception of paragraphs 12 and 21, this Order is contingent upon parallel orders being made in the Quebec Action, and the terms of this Order shall not be effective unless and until such an order is made in the Quebec Action.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of lawyer for Plaintiff  
**Rebecca Coad**

  
\_\_\_\_\_  
Signature of lawyer for Hino Motors,  
Ltd., Hino Motors Manufacturing U.S.A.,  
Inc., Hino Motors Sales U.S.A., Inc., and  
Hino Motors Canada, Ltd.  
**Mary Buttery, K.C.**



By the Court  
  
\_\_\_\_\_  
Registrar

**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](mailto:sbjorkquist@osler.com)

[muttery@osler.com](mailto:muttery@osler.com)

[msheeley@osler.com](mailto:msheeley@osler.com)

1000 De La Gauchetière Street West, Suite 2100

Montreal, QC H3B 4W5

Email: [kbrabander@osler.com](mailto: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](mailto:JWinstanley@cfmlawyers.ca)

[RCoad@cfmlawyers.ca](mailto:RCoad@cfmlawyers.ca)

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BELLEAU LAPOINTE LLP

300 Pl. d'Youville bureau B-10

Montreal, QC H2Y 2B6

Email: [mnasr@belleaulapointe.com](mailto:mnasr@belleaulapointe.com)

[vleblanc@belleaulapointe.com](mailto: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

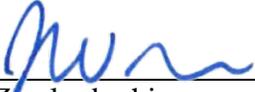
breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

- 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:**



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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:**



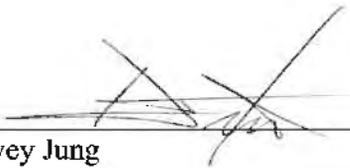
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Satoshi Ogiso  
On behalf of Hino Motors, Ltd.

November 8, 2024

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**Date**



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

Date 11.07.2014



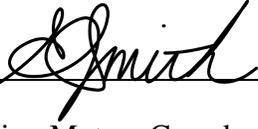
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Glenn Ellis  
On behalf of Hino Motors Sales U.S.A., Inc.

Nov. 13, 2024

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**Date**



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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 <b>5 years</b> from the date that the Court grants final approval of the Settlement, <b>5 years</b> from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or <b>8 years</b> 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 <b>8 years</b> from the date that the Court grants final approval of the Settlement, <b>8 years</b> from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or <b>10 years</b> 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.

**PLAN OF DISSEMINATION**

**HINO TRUCKS EMISSIONS CANADIAN CLASS ACTIONS SETTLEMENT**

The notice of certification/authorization, settlement and claims process (“**Notice**”) shall be distributed in the following manner:

Press Release

1. The Press Release shall be sent, in English and French, to Canadian News Wire/Cision, no later than sixty-five (65) days before the first Approval Hearing (the “**Notice Date**”), and to others in accordance with Schedule B to this dissemination plan.
2. Within five (5) days of the Notice Date, the Press Release shall be sent to:
  - (a) the following organizations by direct mail or email, in English or French as applicable, with a request that the organization forward the Notice to its members:
    - (i) Canadian Trucking Alliance;
    - (ii) Alberta Motor Transport Association;
    - (iii) Atlantic Provinces Trucking Association;
    - (iv) BC Trucking Association;
    - (v) Alberta Motor Association (AMA);
    - (vi) Manitoba Trucking Association;
    - (vii) Ontario Trucking Association;
    - (viii) Association du camionnage du Québec/ Quebec Trucking Association;
    - (ix) Saskatchewan Trucking Association;
    - (x) NTEA – The Work Truck Association;
    - (xi) Automobile Journalists Association of Canada;
    - (xii) Canadian Truckers Association;
    - (xiii) Private Motor Truck Council of Canada; and

- (xiv) Toronto Trucking Association'
- (b) to settlement class members who have registered with Class Counsel to receive updates about the class action but would not receive a Short Form Letter Notice (per ss. 3 or 4 below);

Short Form Letter Notice - With Claim ID

- 3. The Short Form Letter Notice - With Claim ID shall be sent by direct mail, in English and/or French, as is appropriate, within one (1) week of the Notice Date to any settlement class members identified by customer information provided by the Defendants or the S.A.A.Q. for whom a mailing address has been provided to the Claims Administrator (“**Customer Data**”). If no mailing address has been provided to the Claims Administrator or if a mailed Notice is returned as undeliverable, the Claims Administrator will send the Notice by email if an email address has been provided to the Claims Administrator. Where the recipient is located in Quebec, the Notice shall be sent in French.

Short Form Letter Notice - Without Claim ID

- 4. The Short Form Letter Notice - Without Claim ID shall be sent by direct mail, in English and/or French, as is appropriate, within one (1) week of the Notice Date to any potential settlement class members identified in the Customer Data but for whom the Claims Administrator requires additional information to validate their claims. If the Customer Data does not contain a mailing address or if a mailed Notice is returned as undeliverable, the Claims Administrator will send the Notice by email if an email address has been provided to the Claims Administrator. Where the recipient is located in Quebec, the Notice shall be sent in French.

Long-form Notice:

- 5. No later than the Notice Date, the Long Form Notice:
  - (a) shall be posted in English and French by Class Counsel on Class Counsel’s respective websites;

- (b) shall be posted in English and French by the Claims Administrator on a website established for the purposes of the litigation; and
- (c) shall be provided by Class Counsel or the Claims Administrator to any person who requests it, in English or French, as applicable.

Digital Campaign

6. The Banner Notice, in the forms attached as **Schedule A**, will be purchased programmatically and distributed over various websites and mobile apps and on Facebook over a period of thirty (30) days as detailed in **Schedule B** to this dissemination plan. The digital campaign will begin the day of the Notice Date and will be monitored and adapted to maintain its relevance for its entire duration, i.e. a period of thirty (30) days.

# RICEPOINT



## DIGITAL MEDIA MESSAGING & DESIGN SAMPLES (EN)

*Dayne Ziegler v. Hino Motors Canada*

*Transport TFI 2, S.E.C. c. Hino Motors, Ltd.*

Notice of Settlement

December 5, 2024

**NOTE:** All creatives displayed herein are for representative purposes only and may not be to scale. Some ads are built on responsive platforms and may not display all text in view based on placement, screen size, etc.

## Display

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

[Website.com](#)



300x600

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

[Website.com](#)



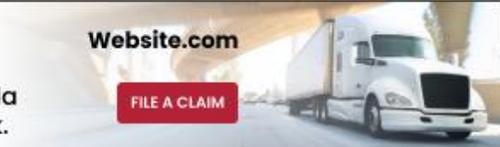
300x250

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[Website.com](#)

[FILE A CLAIM](#)



728x90

### Google Display Text:

#### Hino Emissions Canadian Class Action - \$55 Million Settlement Fund

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

[Website.com](#)

**Click-Through Website URL:** <https://website.com/>

## Facebook

The screenshot shows a Facebook page for the 'Hino Emissions Canadian Class Action Settlement'. At the top, there is a navigation bar with icons for home, notifications, groups, and video. The main header features a large image of a white Hino truck driving on a road. Overlaid on this image is the text: 'Hino Emissions Canadian Class Action \$55 Million Settlement Fund'. Below this, it states: 'Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.' There is a red button that says 'FILE A CLAIM' and a link to 'Website.com'. The page name is 'Hino Emissions Canadian Class Action Settlement' with '0 likes • 0 followers'. Below the name are buttons for 'Like' and 'Search'. A navigation menu includes 'Posts', 'About', 'Mentions', 'Followers', 'Photos', 'Videos', and 'More'. The 'Intro' section contains the following text: 'Hino Emissions Canadian Class Action Settlement \$55 Million Settlement Fund' and 'Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.' It also lists 'Page · Legal service' and 'website.com'. The 'Posts' section shows 'No posts available' with a 'Filters' button.

Facebook Page

 **Hino Emissions Canadian Class Action Settlement**  
Sponsored · 🌐

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)



WEBSITE.COM  
**Hino Emissions Canadian Class Action Settlement - \$55 Million Settlement Fund** [Learn more](#)

[Share](#)

Facebook Desktop Feed Ad

 **Hino Emissions Canadian Class Action Settlement**  
Sponsored · 🌐

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)



website.com  
**Hino Emissions Canadian Class Action Settlement ...** [Learn more](#)

[Like](#) [Comment](#) [Share](#)

Facebook Mobile Feed Ad

 **Hino Emissions Canadian Class Actio...**  
Sponsored

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)



Purchasers and Lessees of certain Hino trucks sold in Canada may qualify... [More](#)

[Learn more](#)

Facebook Stories Ad

**Image text:**

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

FILE A CLAIM

**Headline: Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

**Description:** Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Call to Action:** Learn more

**Website URL:** <https://website.com/>

**URL as displayed:** website.com

*Dayne Ziegler v. HINO Motors Canada  
and Transport TFI 2, S.E.C. c. Hino  
Motors, Ltd.*

Highlights of Settlement Notice Plan Recommendation

December 16, 2024





# OUR TEAM

## EXPERIENCE

RicePoint Administration, Inc. dba Verita Global's (Verita) Legal Notification Services team provides expert legal notice services in class action settings. We specialize in the design and implementation of notice programs with plain language notices, and expert opinions and testimony on the adequacy of notice.

With over three decades of combined experience, our legal noticing team has been involved in hundreds of effective and efficient notice programs reaching class members and claimants in almost every country, dependency, and territory in the world, and providing notice in over 35 languages.

# OVERVIEW

## THE CLASS

The Settlement Class is defined as:

All person who purchased or leased a Settlement Class Truck in Canada, prior to the Notice Date. The following entities and individuals are excluded from the 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 Settlement Class but have validly opted out pursuant to the terms of the BC Certification and Notice Approval Order and the QC Authorization and Notice Approval Order.

It is our understanding that the class consists of companies purchasing large trucks used in: farm/food, lease & rental, construction/furnishing, infrastructure/government, general freight, trucking dealers, manufacturing, energy, paper/print, floral.

The class size is approximately 11,500 people/businesses based on vehicle identification numbers and the majority of these trucks are in the provinces of British Columbia, Ontario, and Quebec.

## OBJECTIVE

To design a notice program that will reach Class Members and capture their attention with paid notice via a press release and digital media.



## SUMMARY OF PROPOSED NOTICE STRATEGY

The recommended plan below has been developed to reach likely Class Members via a paid notice campaign. The notice program contemplates disseminating notice nationally in English and French.

**Earned Media** via a press release distribution in English and French. The press release will be distributed to media outlets nationwide as well as to a Transportation & Logistics List and will include complimentary Auto, Consumer, and Legal industry themes.

**Digital Media** to efficiently reach likely Class Members with the potential for immediate engagement. A digital/social media campaign has been developed to reach Canadians nationwide in English and French as appropriate. Impressions will be targeted to adults 18 years of age or older and may be behaviorally targeted to B2B users interested in or employed in trucking, logistics, and/or freight or similar industries. Approximately 70% of impressions will geo-target British Columbia, Ontario, and Quebec.

# PROPOSED MEDIA STRATEGY

## OVERVIEW

National campaign to reach likely Class members 18 years of age or older. Placements will occur as paid notice via a press release and a targeted digital media campaign.

## TARGET AUDIENCE

- Broad coverage to all adults 18+ nationwide
- Where available/applicable: digital behavioral and demographic targeting to B2B users interested in or employed in trucking, logistics, and/or freight or similar industries
- Approximately 70% of impressions will geo-target British Columbia, Ontario, and Quebec

## PROPOSED MEDIA

### Earned Media

- CNW/Cision Press Release
- National Comprehensive Distribution in English and French
- Transportation & Logistics List
- Includes complimentary Auto, Consumer, and Legal industry themes
- Based on up to 800 words in English and 1000 words in French

2 issuances (one per language)

### Digital Media

- Programmatic display (banners); Facebook
- Demographic targeting to Adults 18+ in Canada and based on employment in relevant fields and/or industries
- Geographic targeting to British Columbia, Ontario, and Quebec
- Relevant behavioral targeting as available

Approx. 5,175,750 impressions over 30 days

## PROJECTED TIMELINE

Request 3-week lead time from receipt of final content to commence media program  
Approx. 30-day media campaign duration

## INVESTMENT

**\$ 50,000** (excl. taxes; incl. production)

# DETAILS OF MEDIA TACTICS

## EARNED MEDIA

A press release will be issued nationwide to a variety of media, as well as to an List of journalists focused on the Transportation & Logistics industry and will include complimentary Automotive, Consumer, and Legal industry themes.

Press Release	Language	Distribution	# of Insertions
<i>CNW/Cision</i>	English	National Comprehensive + Transportation & Logistics List + Auto, Consumer, and Legal Industry Themes	1
<i>CNW/Cision</i>	French	National Comprehensive + Transportation & Logistics List + Auto, Consumer, and Legal Industry Themes	1
<b>TOTAL</b>			<b>2</b>

## CISION®

Press Releases are written statements of newsworthy information that are directed at news media. A press release may be issued nationwide via Cision's Canada Newswire to a variety of media and to journalists covering the freight industry via the Transportation & Logistics List. Complimentary Auto, Consumer, and Legal Industry Themes will be applied to reach journalists who write about related topics. While we are not able to speculate on the number of press outlets that report the announcement, nor are we able to determine the reach percentage or circulation statistics, press releases provide a valuable role in distributing information to a wide audience in a cost-effective manner.

## DIGITAL MEDIA

Digital media impressions will be purchased programmatically and distributed over various websites and mobile apps and on Facebook over a period of thirty (30) days.

The impressions will:

- Be targeted to Canada adults 18 years of age or older;
- Appear in English or French, as appropriate. Approximately 20% of impressions will appear in French;
- Be behaviorally and demographically targeted to B2B users interested in or employed in trucking, logistics, and/or freight or similar industries;
- Approximately 70% of impressions will geo-target BC, ON, and QC in English;
- Appear on both desktop and mobile devices, including tablets and smartphones, in display (banner) and native ad formats; and
- Include an embedded link to the case website.

All digital media campaigns will be routinely monitored by Verita's digital specialists to analyze key campaign performance indicators (KPIs), such as click-through rates (CTRs) and costs per action (CPAs). This knowledge may be leveraged to the digital media to placements that have demonstrated successful KPIs throughout the duration of the campaign.



**Google Display & Video 360 (DV360)** is a platform that provides access to a digital media mix inclusive of dozens of digital media marketplaces and ad exchanges, like the Google Display Network, OpenX, BrightRoll Exchange, and AppNexus. The platform allows Verita to curate relevant audience segments and purchase ad space programmatically, utilizing intelligent automation to reach the right targets at the right time.

**Google Display Network** is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.

**Google Active View** is a technology used by the Google Display Network to determine an ad's viewability by potential web users. Active View metrics are compliant with industry standards for the viewability of online ads. Verita tracks the viewability of ads served in concert with other reporting metrics to analyze digital media campaign performance.



**Facebook** is the largest social media platform in terms of both audience size and engagement. Owned by Meta, it has the capability of reaching millions of users daily.

Facebook image ads will target likely Class Members natively via placements including desktop News Feed (on Facebook.com) and mobile app News Feed (via the Facebook app or Facebook.com mobile site) and on desktop and mobile devices via Stories ads.

## CREATIVE DESIGN & APPROVALS

## DESIGN

### VERITA RECOMMENDS THE USE OF ATTENTION-GETTING DESIGN ELEMENTS ON CREATIVE

- **Headline** – text should be brief to capture readers’ attention
- **Images** – should be utilized in all creative, not just where required
- **Call to Action** – should be clear and distinct (e.g., “Learn More”)
- **Website** – public materials should prominently display a URL and be embedded with a hyperlink (where applicable)
- **QR Code** – should be utilized in print materials to allow for immediate 1:1 engagement

## CONTENT & APPROVAL

### DURING THE PRODUCTION PROCESS:

- Content design will be suggested by Verita based on platforms’ or publishers’ specifications
- All digital content will be abbreviated and modified from original notice documents
- Content will be circulated for approval by counsel prior to publication and/or distribution

## PUBLICATION

- All media is subject to availability at time of placement
- All platforms and publishers reserve the right to refuse publication

[Claims Administrator Logo]

[Variable Date sent]

[Variable Settlement Class Member 1]  
[Variable Address line 1]  
[Variable Address line 2 — if white, delete line]

**HINO TRUCKS EMISSIONS CANADIAN SETTLEMENT**  
**MAKE A CLAIM TO OBTAIN COMPENSATION - IMPORTANT INFORMATION**

**CLASS ACTION FILES :** *Dayne 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**”)

Hello,

We are the claims administrator in the above-mentioned Class Actions. These Class Actions allege that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. The Defendants are Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc., Hino Motors Sales U.S.A., Inc., and Hino Motors Canada, Ltd. (together, “**Hino**”).

**Why are you receiving this letter?**

According to our records, you are a member of the Class Actions (a “**Class Member**”) because you purchased or leased at least one Hino truck equipped with an engine covered by the Class Actions (a “**Class Truck**”).

The Plaintiffs in the Class Actions have entered into a settlement agreement with Hino to put an end to the litigation (the “**Settlement Agreement**”). Hino has not admitted to any wrongdoing but has agreed to pay \$55 million and to provide additional warranty protections for Class Members. This settlement provides Class Members with the opportunity to **make a claim right now** to receive compensation.

To become effective, the settlement must be approved by the courts in British Columbia and Quebec.

This letter provides information on:

**Section 1:** Key terms of the Settlement Agreement relating to the claim process and benefits.

**Section 2:** Approval hearings and your rights.

{22031-001/00969251.4}1

[Contact information of the claims administrator]

## **SECTION 1: KEY TERMS OF THE SETTLEMENT AGREEMENT RELATING TO THE CLAIM PROCESS AND BENEFITS**

### **What compensation can I expect and how can I make a claim?**

Hino has agreed to pay \$55 million. After deducting Class Counsel's fees and the claims administration costs, the remaining amount will be allocated evenly between all Class Trucks for which a valid claim has been made. The compensation available for each Class Truck will depend on the number of valid claims made 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 truck will be allocated to the owner who purchased the truck new, and the remaining 40% will be divided evenly among the other Class Member(s) that submit a valid claim for that same truck.

There are other important terms in the Settlement Agreement and the distribution protocol (which will govern the claims administration process). Go to [\[website\]](#) to learn more.

No claims will be paid unless the Settlement Agreement is approved by the courts.

### **How do I make a claim?**

Go to [\[website\]](#) now and no later than **[Insert date], 2025** to make your claim.

A personalized claim ID and PIN are provided below. Have them in hand when you make your claim.

CLAIM ID: <CLAIMID>

PIN: <PIN>

Your online claim form has been populated with the information provided by Hino about the Class Truck(s) you purchased or leased. If the information is complete and accurate, you will only need to confirm it and choose your payment method in order to complete your claim.

If the information is inaccurate or incomplete, you will have the opportunity to correct it. As such, 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, you will be required to provide documentation for your claim. 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 do not have internet access, call us, the claims administrator, at [\[phone number\]](#). It does not cost anything to ask questions or to apply to receive a payment.

### **Who is eligible to receive compensation?**

If you think you might be eligible for additional purchases or leases that are not pre-populated in your online claim, you can find out if **your Hino truck is a Class Truck, by entering your vehicle identification number in the VIN lookup tool found at [\[website\]](#)**. If the VIN lookup tool does not

{22031-001/00969251.4}2

[\[Contact information of the claims administrator\]](#)

recognize your VIN and you purchased your vehicle second-hand, contact the Claims Administrator to find out if you can submit a claim.

Class Members include all persons or entities that purchased or leased in Canada a vehicle equipped with a Hino engine model year 2010 to 2019, before [Notice Date], 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)

### **What are the other key terms of the Settlement Agreement?**

As part of the settlement, Hino is providing an extended warranty covering certain parts of the emissions treatment system. Hino will also be providing an additional extended warranty on new parts if a repair campaign regarding your Class Truck is ordered by a government within three years of the date of the Settlement Agreement.

In return, the Class Members will release Hino with respect to the facts alleged in the Class Actions.

### **Who is Class Counsel and what will their fees be?**

The lawyers representing Class Members (“Class Counsel”) are:

[CFM Lawyers LLP](#) and [Kazlaw LLP](#) - Vancouver, BC  
[Belleau Lapointe s.e.n.c.r.l.](#) – Montreal, QC

Class Counsel’s fees will be determined after all the claims are filed. For their work in securing this settlement, Class Counsel will request an amount up to 25% of the amount paid by Hino, plus disbursements and all applicable taxes.

## **SECTION 2: APPROVAL HEARINGS AND YOUR RIGHTS**

### **When are the settlement approval hearings?**

To take effect, the Settlement Agreement must be approved by the courts. The hearings will be held:

In British Columbia: on XX, 2025 at 10:00 a.m. at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1.

In Quebec: on XX, 2025 at 9:30 a.m. at 1 Notre-Dame Street East, Montreal, Québec, in room XX.XX.

It may be possible to attend the hearings remotely by videoconference. Visit [website] to find out how you can attend.

{22031-001/00969251.4}3

[Contact information of the claims administrator]

### **Can I object to the Settlement Agreement?**

If you wish to make comments or object to the Settlement Agreement, you must write to us **by [opt out deadline], 2025 at the latest** by mail or email at the contact information provided at the bottom of this letter. To object, you must tell us why you believe the courts should not approve the Settlement Agreement. You must include your name, full address, and that your objections are with respect to the “**Hino Trucks Canadian Settlement**”.

You may appear before one of the courts at the dates and times mentioned above but you do not have to. If you do not provide your written comments by the deadline above, it is possible that you will not be allowed to speak at the approval hearing.

### **Can I opt out of the Class Actions?**

You have the right to opt out of the Class Actions for any reason. Opting out allows you to exclude yourself from the settlement and have the option to sue Hino, at your own expense, but you will not be able to make a claim under the Settlement Agreement.

To opt out of the Class Actions, you must send an opt-out request by mail or email to us at the contact information provided at the bottom of the page. Your request must include your name, full address, a statement indicating that you wish to opt out of the “**Hino Trucks Canadian Settlement**”.

The deadline for opting out is **[opt-out deadline], 2025**.

We will forward all comments, objections and opt-out requests to Class Counsel, who will bring that information to the courts’ attention.

### **What if I do nothing?**

If you do nothing, you will not receive a payment if the Settlement Agreement is approved and you will give up your right to sue Hino for the claims in this case. Please visit **[website]** for more details.

### **What if I have more questions?**

**This letter is a summary of relevant information about the Settlement Agreement.** For more information or for any questions, please visit the **[insert webpage]** or contact us by calling **[insert telephone no.]** or by writing to **[insert email address]**.

**[Contact information of the claims administrator]**

{22031-001/00969251.4}4

## Appendix "D"

[Claims Administrator Logo]

[Variable Date sent]

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**HINO TRUCKS EMISSIONS CANADIAN SETTLEMENT**  
**YOU MAY BE ELIGIBLE FOR COMPENSATION - IMPORTANT INFORMATION**

**CLASS ACTION FILES :** *Dayne 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**”)

Hello,

We are the claims administrator in the above-mentioned Class Actions. These Class Actions allege that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. The Defendants are Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc., Hino Motors Sales U.S.A., Inc., and Hino Motors Canada, Ltd. (together, “**Hino**”).

The Plaintiffs in the Class Actions have entered into a settlement agreement with Hino to put an end to the litigation (the “**Settlement Agreement**”). Hino has not admitted to any wrongdoing but has agreed to pay \$55 million and to provide additional warranty protections for Class Members. This settlement provides Class Members with the opportunity to **make a claim right now** to receive compensation. To become effective, the settlement must be approved by the courts in British Columbia and Quebec.

### **Why are you receiving this letter?**

According to our records, you may be part of the class in the Class Actions.

If you bought or leased your [Model Year] [Hino series] truck with Vehicle Identification Number [...] in Canada, you are likely included in the Class Actions. If you bought or leased your truck outside of Canada, you may disregard this Notice because the truck is not part of the Class Actions.

The class includes all persons or entities that purchased or leased a “Class Truck” in Canada, through [Notice Date], 2025 (“**Class Members**”). Class Trucks are any on-road vehicle that was sold or leased in Canada equipped with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019. And they include 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)

{22031-001/00970404.4}1

[Contact information of the claims administrator]

This letter provides information on:

**Section 1:** Key terms of the Settlement Agreement relating to the claim process and benefits.

**Section 2:** Approval hearings and your rights.

## **SECTION 1: KEY TERMS OF THE SETTLEMENT AGREEMENT RELATING TO THE CLAIM PROCESS AND BENEFITS**

### **What compensation can I expect if I am eligible and how can I make a claim?**

Hino has agreed to pay \$55 million. After deducting Class Counsel's fees and the claims administration costs, the remaining amount will be allocated evenly between all Class Trucks for which a valid claim has been made. The compensation available for each Class Truck will depend on the number of valid claims made 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 truck will be allocated to the owner who purchased the truck new, and the remaining 40% will be divided evenly among the other Class Member(s) that submit a valid claim for that same truck.

There are other important terms in the Settlement Agreement and the distribution protocol (which will govern the claims administration process). Go to [[website](#)] to learn more.

No claims will be paid unless the Settlement Agreement is approved by the courts.

### **How do I make a claim?**

Go to [[website](#)] now and no later than [**Insert date**], **2025** to make your claim.

You must provide at least two documents with the Claim Form:

1. **Government ID** - A photocopy or scanned copy of a government-issued photo identification of the owner/leaseholder of the Class Truck. If you are filing the claim on behalf of a corporation, as a third-party representative or as an estate liquidator/executor, the claim form will let you know how this requirement is adapted for you.
2. **Proof of Ownership** - For each Class Truck, a document proving the ownership/lease (**including that it was purchased/leased in Canada**). The following documents are admissible:
  - Vehicle registration certificate
  - Purchase agreement/bill of sale
  - Registration history
  - Lease agreement

If you have questions or if you do not have internet access, call us, the claims administrator, at [[phone number](#)]. It does not cost anything to ask questions or to apply to receive a payment. Please visit the [[FAQ](#)] on the settlement website for more information on the Claim Form requirements.

{22031-001/00970404.4}2

[[Contact information of the claims administrator](#)]

### **What are the other key terms of the Settlement Agreement?**

As part of the settlement, Hino is providing an extended warranty covering certain parts of the emissions treatment system. Hino will also be providing an additional extended warranty on new parts if a repair campaign regarding your Class Truck is ordered by a government within three years of the date of the Settlement Agreement.

In return, the Class Members will release Hino with respect to the facts alleged in the Class Actions.

### **Who is Class Counsel and what will their fees be?**

The lawyers representing Class Members (“Class Counsel”) are:

[CFM Lawyers LLP](#) and [Kazlaw LLP](#) - Vancouver, BC  
[Belleau Lapointe s.e.n.c.r.l.](#) – Montreal, QC

Class Counsel’s fees will be determined after all the claims are filed. For their work in securing this settlement, Class Counsel will request an amount up to 25% of the amount paid by Hino, plus disbursements and all applicable taxes.

## **SECTION 2: APPROVAL HEARINGS AND YOUR RIGHTS**

### **When are the settlement approval hearings?**

To take effect, the Settlement Agreement must be approved by the courts. The hearings will be held:

In British Columbia: on XX, 2025 at **10:00** a.m. at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1.

In Quebec: on XX, 2025 at **9:30** a.m. at 1 Notre-Dame Street East, Montreal, Québec, in room **XX.XX**.

It may be possible to attend the hearings remotely by videoconference. Visit [[website](#)] to find out how you can attend.

### **Can I object to the Settlement Agreement?**

If you wish to make comments or object to the Settlement Agreement, you must write to us **by [opt out deadline], 2025 at the latest** by mail or email at the contact information provided at the bottom of this letter. To object, you must tell us why you believe the courts should not approve the Settlement Agreement. You must include your name, full address, and that your objections are with respect to the “**Hino Trucks Canadian Settlement**”.

{22031-001/00970404.4}3

[Contact information of the claims administrator]

You may appear before one of the courts at the dates and times mentioned above but you do not have to. If you do not provide your written comments by the deadline above, it is possible that you will not be allowed to speak at the approval hearing.

### **Can I opt out of the Class Actions?**

You have the right to opt out of the Class Actions for any reason. Opting out allows you to exclude yourself from the settlement have the option to and sue Hino, at your own expense, but you will not be able to make a claim under the Settlement Agreement.

To opt out of the Class Actions, you must send an opt-out request by mail or email to us at the contact information provided at the bottom of the page. Your request must include your name, full address, a statement indicating that you wish to opt out of the “**Hino Trucks Canadian Settlement**”.

The deadline for opting out is **[opt-out deadline], 2025**.

We will forward all comments, objections and opt-out requests to Class Counsel, who will bring that information to the courts’ attention.

### **What if I do nothing?**

If you do nothing, you will not receive a payment if the Settlement Agreement is approved and you will give up your right to sue Hino for the claims in this case. Please visit **[website]** for more details.

### **What if I have more questions?**

**This letter is a summary of relevant information about the Settlement Agreement.** For more information or for any questions, please visit the **[insert webpage]** or contact us by calling **[insert telephone no.]** or by writing to **[insert email address]**.

**[Contact information of the claims administrator]**

{22031-001/00970404.4}4

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## HINO TRUCKS EMISSIONS CANADIAN CLASS ACTIONS SETTLEMENT

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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")<sup>1</sup> have agreed to a proposed class action settlement to resolve claims in two Canadian class action lawsuits<sup>2</sup> (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

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

<sup>2</sup> *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").

{22031-001/00969255.6}

**Questions? Visit [www.hinocanadasettlement.ca](http://www.hinocanadasettlement.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\***

- 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**”).

The class includes all persons or entities that purchased or leased a Class Truck in Canada, through [Notice Date], 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 [website]. 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 administrating the Settlement (“**Claims Administration Costs**”);

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

- (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**).

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 [\[website\]](#), regularly for updates and further details.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>PARTICIPATE BY FILING A CLAIM</b>	<p>You can submit your claim now, and no later than on <b>[Date]</b>, 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 <b>Question 13</b> for details on how to submit a valid claim.</p>
<b>OPT OUT</b>	<p>If you wish to exclude yourself from the Settlement Agreement, you must submit a request to “opt out” of the Settlement Agreement, by <b>[deadline]</b>. 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 <b>Questions 21-26</b> for further details.</p>
<b>OBJECT</b>	<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 <b>[deadline]</b>. See <b>Questions 27</b> and <b>28</b> 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 <b>Questions 27</b> and <b>28</b> for further details.</p>
<b>DO NOTHING</b>	<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>

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](#); email [Info@\\*\\*\\*\\*\\*.ca](#); or call toll-free 1-\*\*\*\*\*

## 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 **XX and XX** of the Québec Authorization Judgment for settlement purposes [[here](#)].

For more information on the BC Class Action, including the claims alleged and the relief sought, please consult the Amended Notice of Civil Claim [[here](#)].

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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

**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 [opt-out deadline], 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 [Notice Date], 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 [website].** 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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

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 [\[website\]](#), or call toll-free at [\[phone number\]](#).

## 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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](#); email [Info@\\*\\*\\*\\*\\*.ca](#);  
or call toll-free 1-\*\*\*\*\*

**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 <b>5 years</b> from the date that the Courts grant final approval of the Settlement, <b>5 years</b> from the expiration of the standard Hino warranty coverage for the Class Truck, or <b>8 years</b> 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 <b>8 years</b> from the date that the Courts grant final approval of the Settlement, <b>8 years</b> from the expiration of the standard Hino warranty coverage for the Class Truck, or <b>10 years</b> 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	

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

#	Part Description	Length of Warranty Coverage
18.	Camshaft Position Sensor	
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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\*

## 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 [Claims Deadline]**.

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

Please visit the [Settlement website](#) for update on the claims deadline.

### 13. HOW DO I SUBMIT A CLAIM?

Go to [\[claims webpage\]](#) 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;

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](#); email [Info@\\*\\*\\*\\*\\*.ca](#);  
or call toll-free 1-\*\*\*\*\*

- 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.

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 [phone number]. 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 [phone number]. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: [website]

Submit claims via mail:

[address]

Submit claims via email: [email]

**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 [Important 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:*

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

- ✓ 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
- ✓ 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 **[Important 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;
- ✓ the vehicle's registration history;
- ✓ 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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

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 [\[website\]](#) after the settlement approval hearings for information concerning the timing of settlement payments.

**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;

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\*

- (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.

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 [\[website\]](#) 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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\*

**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 that includes:

- Your name, full address, and telephone number;
- The case name: **“Hino Trucks Canadian Settlement”**
- 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 **[date]** to the Claims Administrator:

**[address]**

**[email address]**

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 **[opt-out deadline]**, 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.

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

**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.

**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 [WEBSITE](#).

## **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

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

- 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 the Claims Administrator by **[date]**, at their contact information listed below in **Question 35**.

**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
<p><b>B.-C. Supreme Court</b>, at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1.</p> <p>On <b>[insert hearing details]</b></p>	<p><b>Quebec Superior Court</b>, at 1 Notre-Dame Street East, Montreal, Québec, H2Y 1B6, in room <b>XX.XX</b>.</p> <p>On <b>[insert hearing details]</b></p>

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

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 [webpage](#).

### 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 [\[date\]](#). 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:

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca); or call toll-free 1-\*\*\*\*\*

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

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.

<b>33. HOW WILL THE LAWYERS BE PAID?</b>
--

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

<b>34. WHO IS THE CLAIMS ADMINISTRATOR?</b>
---

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 [\[website\]](#).

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

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\*

**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:**
- **By mail:**
- **By telephone:**

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, [\[website\]](#).

{22031-001/00969255.6}Questions? Visit [www.\\*\\*\\*\\*\\*.ca](http://www.*****.ca); email [Info@\\*\\*\\*\\*\\*.ca](mailto:Info@*****.ca);  
or call toll-free 1-\*\*\*\*\*

# RICEPOINT



## DIGITAL MEDIA MESSAGING & DESIGN SAMPLES (EN)

*Dayne Ziegler v. Hino Motors Canada  
Transport TFI 2, S.E.C. c. Hino Motors, Ltd.  
Notice of Settlement*

December 5, 2024

**NOTE:** All creatives displayed herein are for representative purposes only and may not be to scale. Some ads are built on responsive platforms and may not display all text in view based on placement, screen size, etc.

## Display

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

[Website.com](#)



300x600

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

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[FILE A CLAIM](#)

[Website.com](#)



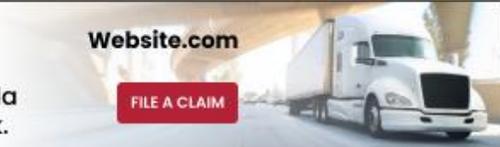
300x250

**Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

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[FILE A CLAIM](#)

[Website.com](#)



728x90

### Google Display Text:

#### Hino Emissions Canadian Class Action - \$55 Million Settlement Fund

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

[Website.com](#)

**Click-Through Website URL:** <https://website.com/>

## Facebook

The screenshot shows a Facebook page for the 'Hino Emissions Canadian Class Action Settlement'. At the top, there is a navigation bar with icons for home, notifications, groups, and video. The main header features a large image of a white Hino truck driving on a road. Overlaid on this image is the text: 'Hino Emissions Canadian Class Action \$55 Million Settlement Fund'. Below this, it states: 'Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.' There is a red button that says 'FILE A CLAIM' and a link to 'Website.com'. The page name is 'Hino Emissions Canadian Class Action Settlement' with '0 likes • 0 followers'. Below the name are 'Like' and 'Search' buttons. A navigation menu includes 'Posts', 'About', 'Mentions', 'Followers', 'Photos', 'Videos', and 'More'. The 'Intro' section contains the following text: 'Hino Emissions Canadian Class Action Settlement \$55 Million Settlement Fund' and 'Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.' It also lists 'Page · Legal service' and 'website.com'. The 'Posts' section shows 'No posts available' with a 'Filters' button.

Facebook Page

Hino Emissions Canadian Class Action Settlement  
Sponsored · 🌐

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

WEBSITE.COM  
Hino Emissions Canadian Class Action Settlement - \$55 Million Settlement Fund [Learn more](#)

[Share](#)

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Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

website.com  
Hino Emissions Canadian Class Action Settlement ... [Learn more](#)

[Like](#) [Comment](#) [Share](#)

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**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

[FILE A CLAIM](#)

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify... [More](#)

[Learn more](#)

Facebook Stories Ad

**Image text:**

**Hino Emissions Canadian Class Action Settlement  
\$55 Million Settlement Fund**

Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a **minimum \$1,500** payment per Class Truck.

FILE A CLAIM

**Headline: Hino Emissions Canadian Class Action - \$55 Million Settlement Fund**

**Description:** Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a minimum \$1,500 payment per Class Truck.

**Call to Action:** Learn more

**Website URL:** <https://website.com/>

**URL as displayed:** website.com

## Appendix "G"

### **Purchasers and Lessees of certain Hino trucks sold in Canada may qualify for a payment in a \$55 million class action settlement**

**VANCOUVER, BC – [date]** – A \$55 million settlement agreement has been reached in class action lawsuits in Quebec and British Columbia against Hino Motors, Ltd., Hino Motors Manufacturing U.S.A., Inc., Hino Motors Sales U.S.A., Inc., and Hino Motors Canada, Ltd. (“Hino”). The claim period is now open.

The Class Actions allege that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. The settlement does not involve a finding or admission of liability.

The class consists of any person who purchased or leased an on-road vehicle equipped with a Hino model year 2010-2019 engine that was sold or leased in Canada before [Notice Date], excluding entities affiliated with Hino. Eligible Hino truck models include most or all:

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)

If approved by the courts, the settlement agreement will provide a minimum recovery of \$1,500 per eligible Hino truck. That amount will be split with 60% being allocated to the owner who initially purchased the truck new, and the remaining 40% being divided evenly between the other owners that submit a valid claim for that same truck.

The settlement agreement will also provide additional warranty protections for class members.

The settlement agreement requires approval from the courts in Quebec and British Columbia. If the settlement agreement is approved, the class action lawsuits will be fully resolved and the settlement funds will be distributed to class members. The settlement approval hearing dates are scheduled for [date] in Vancouver, British Columbia and [date] in Montreal, Quebec.

Those who purchased or leased an eligible Hino truck must file a claim to be considered for compensation. While claims will not be paid unless the settlement agreement is approved by both the Quebec and British Columbia courts, **class members can file their claims now**. The deadline for filing claims is [DATE]. Class members may be required to prove their identity and their ownership of an eligible vehicle to obtain compensation.

Jen Winstanley of CFM Lawyers said: “We want to see affected Canadians compensated. The claims process is designed to be user-friendly to help achieve this goal.” Visit [www.HinoCanadaSettlement.com](http://www.HinoCanadaSettlement.com) to learn more about how to file a claim.

Anyone who does not want to be part of the class actions or receive benefits under this settlement must opt-out before [date]. Visit [www.HinoCanadaSettlement.com](http://www.HinoCanadaSettlement.com) to learn more about how to opt-out.

For more detailed information, to view the settlement agreement and the court-approved notices and to learn more about your rights at this stage of the litigation, please visit [www.HinoCanadaSettlement.com](http://www.HinoCanadaSettlement.com).

Class members are represented by:

*CFM Lawyers LLP* and *Kazlaw Personal Injury Lawyers* (BC)  
*Belleau Lapointe, s.e.n.c.r.l.* (QC)

Media contacts:

English: Jen Winstanley (CFM Lawyers) – JWinstanley@cfmlawyers.ca – 604.331.9539

Français: Maxime Nasr (Belleau Lapointe, s.e.n.c.r.l.) – mnasr@belleaulapointe.com  
514.987.6670

**CLAIM FORM**  
**HINO TRUCKS EMISSIONS CANADIAN SETTLEMENT**

You should complete this claim form if you do not have Internet access.  
If you have Internet access, please file a claim online at <https://www.hinocanadasettlement.ca>

**All completed claim forms must be mailed to the Claims Administrator postmarked on or before <date>**, at the following address:

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

**ELIGIBILITY**

To be eligible, you must have **purchased or leased** your **Class Truck in Canada** before [Notice Date]. Specific rules apply for vehicles that were owned or leased for less than 6 months.

Class Trucks are any on-road vehicle equipped with a Hino model year 2010-2019 engine and sold or leased in Canada and 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)

**INSTRUCTIONS**

1. Complete this claim form by following the step-by-step instructions below.
2. The sections and schedules of the claim form you need to complete depend on your status. Select the status that corresponds to your situation and follow the associated instructions.

I am the owner or lessee of the truck(s) and I am an individual



Complete sections **1, 3, 4 and 5**

The owner or lessee of the truck(s) is a corporation and I am an employee, a director or an officer of that corporation with proper authorization to file this claim



Complete sections **1, 3, 4 and 5** and complete **Schedule A**

I am a third-party representative, including a claims service or a lawyer



Complete sections **1, 2, 3, 4 and 5** and complete **Schedule B**

I am the liquidator/executor of the estate of the deceased owner or lessee of the truck(s)



Complete sections **1, 2, 3, 4 and 5**

3. All claims must include the documentation listed at **Section 4** with your claim form.
4. If you have ten (10) Class Trucks or more, please file a claim online at <https://www.hinocanadasettlement.ca>
5. If you need help or have questions about the claim form, you can contact the Claims Administrator by email or phone: <@>
6. If you are mailing a copy of the completed claim form by courier, please send to: <@>address

{22031-001/00970230.4}

Questions? Visit <website> or call toll-free <number>

**DEADLINE:**

The Administrator must receive your completed claim form **NO LATER THAN** <@>

**SECTION 1. VEHICLE OWNER/LEASEHOLDER INFORMATION**

**Please provide the name and contact information of the owner/lessee of the Class Truck(s).**

Full Name or Company Name (Corporations must complete Schedule A on page x)	
Company Contact Name & Title (if applicable)	
City	Province
Postal Code	Telephone number
Claim ID (*to be filled by Claims Administrator)	Email address

**SECTION 2. INFORMATION FOR THE REPRESENTATIVE**

**Please provide the name and contact information of the third-party representative or liquidator/executor of the estate of the owner/lessee of the Class Truck(s), if applicable.**

Full Name or Company Name	
Company Contact Name & Title (if applicable)	
City	Province
Postal Code	Telephone number
Email address	

{22031-001/00970230.4}

Questions? Visit <website> or call toll-free <number>

**SECTION 3. VEHICLE INFORMATION**

Please enter the **Vehicle Identification Number (VIN)** for each **Settlement Class Truck** into the table below. If you have ten (10) vehicles or more you must submit your claim online at <https://www.hinocanadasettlement.ca>. Contact **<email>** or **<TFN>** and the Claims Administrator will ensure your claim is filed efficiently.

**1. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select **one** option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select **one** option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**     Yes     No

.....

**2. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select **one** option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select **one** option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**     Yes     No

.....

**3. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select **one** option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select **one** option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**

	<b>months</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**4. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

<p><b>The claimant still owns or leases the truck</b> <i>(Select <b>one</b> option that applies.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck is being leased.</p>
---

<p><b>The claimant no longer owns or leases the truck</b> <i>(Select <b>one</b> option that applies for each statement.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck was leased.</p> <p><b>The truck was owned/leased for more than 6 months</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
--

.....

**5. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

<p><b>The claimant still owns or leases the truck</b> <i>(Select <b>one</b> option that applies.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck is being leased.</p>
---

<p><b>The claimant no longer owns or leases the truck</b> <i>(Select <b>one</b> option that applies for each statement.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck was leased.</p> <p><b>The truck was owned/leased for more than 6 months</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
--

.....

**6. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

<p><b>The claimant still owns or leases the truck</b> <i>(Select <b>one</b> option that applies.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck is being leased.</p>
---

<p><b>The claimant no longer owns or leases the truck</b> <i>(Select <b>one</b> option that applies for each statement.)</i></p> <p><input type="checkbox"/> The truck was new when purchased.</p> <p><input type="checkbox"/> The truck was used when purchased.</p> <p><input type="checkbox"/> The truck was leased.</p> <p><b>The truck was owned/leased for more than 6 months</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
--

**7. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select one option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select one option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**     Yes     No

.....

**8. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select one option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select one option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**     Yes     No

.....

**9. Vehicle Identification Number \*(VIN)**

*\*VINs are 17 characters in length and do not include the letters I, O, or Q.*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Choose a box.

**The claimant still owns or leases the truck**  
*(Select one option that applies.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck is being leased.

**The claimant no longer owns or leases the truck** *(Select one option that applies for each statement.)*

The truck was new when purchased.  
 The truck was used when purchased.  
 The truck was leased.

**The truck was owned/leased for more than 6 months**     Yes     No

## SECTION 4. DOCUMENTATION

### You must provide at least two documents with the Claim Form:

1. **Government ID** - A photocopy or scanned copy of a current valid government-issued **photo identification** (front and back) of the owner/leaseholder of the Settlement Class Truck. If you are filing the claim on behalf of a corporation, as a third-party representative or as an estate liquidator/executor, this requirement is adapted for you: please read the section below.
2. **Proof of Ownership** - For each vehicle listed in Section 3, a document proving the claimant's ownership/lease (including (i) the date it was purchased/leased, (ii) the name of the purchaser/lessee, (iii) the VIN and (iv) that it was purchased/leased in Canada). The following documents are admissible:
  - Vehicle registration certificate
  - Purchase agreement/bill of sale
  - Registration history
  - Lease agreement

If you cannot provide any of these documents, please contact the Claims Administrator at the contact information listed at the bottom of the page to learn more about the admissible documentation.

### Are you filing a claim on behalf of somebody else?

*In addition to the above, if you are an employee, an administrator or an officer of a corporation filing a claim on behalf of that **corporation**, you must also:*

- provide a photocopy or scanned copy of a current valid government-issued **photo identification** (front and back) **for** yourself; and
- complete **Schedule A** on page x (or provide another document showing your authority to transact on behalf of the corporate entity).

*In addition to the above, if you are filing a claim as a **third-party representative** of a Settlement Class Member other than an employee, an administrator or a principal of a corporation, you must also:*

- provide a photocopy or scanned copy of a government-issued **photo identification** (front and back) **for** yourself; and
- complete **Schedule B** on page x, have it signed by the Settlement Class Member and provide a copy.

*In addition to the above, if you are filing a claim on behalf of a **deceased** Settlement Class Member, you must also:*

- provide a photocopy or scanned copy of a government-issued **photo identification** (front and back) **for** yourself; and
- provide the following additional documents:
  - a death certificate for the deceased; and
  - a document showing your authority to transact on behalf of the deceased, such as a will or other valid document designating you as the estate liquidator or executor.



No. S-237109  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

**DAYNE ZIEGLER**

Plaintiff

and

**HINO MOTORS, LTD.; TOYOTA MOTOR CORPORATION;  
HINO MOTORS MANUFACTURING U.S.A., INC.;  
HINO MOTORS SALES U.S.A., INC.;  
HINO MOTORS CANADA LTD.;  
TOYOTA CANADA INC.**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, RSBC 1996, C. 50

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**ORDER MADE AFTER APPLICATION**

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CFM LAWYERS LLP  
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Vancouver, BC V6B 2W5

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Fax: (604) 689-7554  
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*Jake*