

**CANADIAN VEHICLE CARRIER SERVICES CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Between:

**RYAN TODD WONCH, MARGARET A. WONCH,
DARREN EWERT and OPTION CONSOMMATEURS**

(the “Plaintiffs”)

and

HÖEGH AUTOLINERS AS and HÖEGH AUTOLINERS, INC.

(the “Settling Defendants”)

Executed August 21, 2024

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**CANADIAN VEHICLE CARRIER SERVICES CLASS ACTION
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RECITALS

A. WHEREAS the Proceedings were commenced by the BC Plaintiff in Vancouver, British Columbia, the Quebec Plaintiff in Montreal, Quebec and the Ontario Plaintiffs in London, Ontario;

B. WHEREAS in the Proceedings, the Plaintiffs allege that certain companies, including the Settling Defendants, participated in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of Vehicle Carrier Services in Canada from at least February 1, 1997, until at least December 31, 2012, contrary to Part VI of the *Competition Act* and the common law and/or civil law;

C. WHEREAS the Quebec Action proceeded to a contested authorization and was authorized on behalf of the following class:

Toute personne qui a acheté au Québec des services de transport maritime par navire roulier (Ro-Ro) ou qui a acheté ou loué au Québec un véhicule automobile neuf, de la machinerie agricole neuve ou de l'équipement de construction neuf ayant été transporté par navire roulier (Ro-Ro) entre le premier février 1997 et le 31 décembre 2012.

All persons who purchased in Quebec marine transportation services by roll-on/roll-off (Ro-Ro) vessel or who purchased or leased in Quebec a new vehicle, new agricultural machinery or new construction equipment that was transported by roll-on/roll-off (Ro-Ro) vessel between February 1, 1997, and December 31, 2012.

D. WHEREAS the BC Action proceeded to a contested certification and was certified on behalf of the following class:

All British Columbia resident persons who, during the Class Period of February 1, 1997 to December 31, 2012, purchased Vehicle Carrier Services from a Defendant, or purchased or leased a new Vehicle in British Columbia that had been transported using Vehicle Carrier Services provided by a Defendant. The definition of Vehicle includes automobiles, trucks and high and heavy equipment such as buses, trucks, and agricultural and construction vehicles.

E. WHEREAS the Settlement Class Members were permitted an opportunity to opt out of the Proceedings, the deadline to opt out of the Proceedings has passed, and no Persons validly and timely exercised the right to opt out of the Proceedings;

F. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;

G. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;

H. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Classes in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

I. WHEREAS the Settling Defendants hereby confirm that to the best of their knowledge, they have produced to the Quebec Plaintiff all relevant and producible business documents that were produced to the United States Department of Justice in connection with the United States Department of Justice's investigation into the conduct alleged in the Proceedings;

J. WHEREAS Class Counsel has made inquiries relating to the commerce of the Settling Defendants relating to the sale of Vehicle Carrier Services by the Settling Defendants to Settlement Class Members during the Class Period and are satisfied that they have received the necessary information and disclosures to recommend that the Plaintiffs enter into this full and final Settlement Agreement of the Proceedings;

K. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

L. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both

individually and on behalf of the Settlement Classes they represent or seek to represent, subject to approval of the Courts;

M. WHEREAS the Plaintiffs and Class Counsel 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, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, 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 Classes they seek to represent;

N. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, the Proceedings as against the Settling Defendants;

O. WHEREAS for the purposes of settlement only, the Parties now consent to a certification of the Ontario Action and to the Settlement Class and Common Issue in respect of the Ontario Action solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

P. WHEREAS for the purposes of settlement only, the Parties consent to amendment of the authorized class definition in the Quebec Action as against the Settling Defendants, and consent to a separate certification of the BC Action as against the Settling Defendants for settlement purposes, on the express understanding that such amendment and/or certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and

Q. WHEREAS the Plaintiffs assert that they are adequate class representatives for the classes they represent and/or seek to represent and are or will seek to be appointed representative plaintiffs in their respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it

is agreed by the Parties that the BC and Ontario Action be settled and dismissed with prejudice as to the Settling Defendants only, and the Quebec Action be declared settled out of court without costs against the Settling Defendants only, all without costs as to the Plaintiffs, the Settlement Classes they seek to represent, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) ***Additional Proceeding*** means the proceeding commenced by the BC Plaintiff before the BC Court that has not been consolidated, pursued or certified and that is identified in Schedule “A” to this Settlement Agreement.
- (2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of the Notice of Certification and of Approval Hearings and the costs of claims administration, but excluding Class Counsel Fees.
- (3) ***Approval Hearings*** means the hearings to approve the motions brought by Class Counsel for the Courts’ approval of the settlement provided for in this Settlement Agreement.
- (4) ***BC Action*** means the proceeding commenced by the BC Plaintiff before the BC Court that is identified in Schedule “A” to this Settlement Agreement.
- (5) ***BC Counsel*** means Camp Fiorante Matthews Mogerman.
- (6) ***BC Court*** means the Supreme Court of British Columbia.
- (7) ***BC Plaintiff*** means Darren Ewert.
- (8) ***BC Settlement Class*** means the settlement class in respect of the BC Action that is defined in Schedule “A” to this Settlement Agreement.

- (9) ***Claims Administrator*** means the firm to be proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (10) ***Class Counsel*** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (11) ***Class Counsel Fees*** include the fees, disbursements, adverse costs awards, interest, GST or HST (as the case may be) and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec.
- (12) ***Class Period*** means February 1, 1997, to December 31, 2012.
- (13) ***Common Issue*** means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Vehicle Carrier Services directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (14) ***Counsel for the Settling Defendants*** means counsel for the Settling Defendants in the Proceedings and/or U.S. counsel for the Settling Defendants.
- (15) ***Courts*** means the Ontario Court, the Quebec Court and the BC Court.
- (16) ***Defendants*** means the entities named as defendants in any of the Proceedings as set out in Schedule "A" to this Settlement Agreement, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes, without limitation, the Settling Defendants and Settled Defendants.
- (17) ***Distribution Protocol*** means the plan to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses and Class Counsel Fees, to Settlement Class Members, as approved by the Courts.
- (18) ***Documents*** mean all papers, computer or electronic records, or other materials within the scope of Rule 1.03(1) and Rule 30.01(1) of the Ontario *Rules of Civil Procedure* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.

- (19) ***Effective Date*** means the date when the Final Orders have been received from all Courts approving this Settlement Agreement.
- (20) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.
- (21) ***Execution Date*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (22) ***Final Order(s)*** means the later of a final order, judgment or equivalent decree entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (23) ***Non-Settling Defendant(s)*** means any Defendant that is not: (i) a Settling Defendant; (ii) a Settled Defendant; or (iii) a Defendant against whom the Proceedings have been dismissed or discontinued, either before or after the Execution Date.
- (24) ***Notice of Certification and of Approval Hearings*** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms of notice as may be approved by the Courts, which informs the Settlement Classes of: (i) the certification or authorization of the Proceedings as class proceedings for settlement purposes (ii) only if so required by any Court (which requirement is denied by the Parties), the right to opt-out of the certified or authorized Proceedings and the process for doing so (iii) the dates and locations of the Approval Hearings, and (iv) the process by which a Settlement Class Member may object to the settlement.
- (25) ***OEM*** means original equipment manufacturers within and outside Canada who purchased Vehicle Carrier Services.
- (26) ***Ontario Action*** means the proceedings commenced by the Ontario Plaintiffs before the Ontario Court as identified in Schedule "A" to this Settlement Agreement.

- (27) ***Ontario Counsel*** means Foreman & Company Professional Corporation.
- (28) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (29) ***Ontario Plaintiffs*** means Ryan Todd Wonch and Margaret A. Wonch.
- (30) ***Ontario Settlement Class*** means the settlement class in respect of the Ontario Action that is defined in Schedule “A” to this Settlement Agreement.
- (31) ***Other Actions*** means any other actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (32) ***Party and Parties*** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (33) ***Person(s)*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (34) ***Plaintiffs*** means the Ontario Plaintiff, the Quebec Plaintiff and the BC Plaintiff.
- (35) ***Proceedings*** means the Ontario Action, the Quebec Action, and the BC Action as defined in Schedule “A” to this Settlement Agreement.
- (36) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario or the BC Court, as applicable, would have apportioned to the Settling Defendants and other Releasees.
- (37) ***Quebec Action*** means the proceeding commenced by the Quebec Plaintiff before the Quebec Court identified in Schedule “A” to this Settlement Agreement.
- (38) ***Quebec Counsel*** means Belleau Lapointe s.e.n.c.r.l.
- (39) ***Quebec Court*** means the Superior Court of Québec.

- (40) **Quebec Plaintiff** means Option consommateurs.
- (41) **Quebec Settlement Class** means the settlement class in respect of the Quebec Action that is defined in Schedule “A” to this Settlement Agreement.
- (42) **Recitals** means the recitals to this Settlement Agreement.
- (43) **Related Civil Cases** has the meaning ascribed to it in paragraph 4.1(6)(b).
- (44) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, “Claims” or, individually, a “Claim”), that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of or compensation for, Vehicle Carrier Services in Canada, specifically including, without limitation, any Claims in any way related to Vehicle Carrier Services’ rates, prices or fees or relating to any conduct alleged or which could have been alleged, directly or indirectly, in the Proceedings including, without limitation, any Claims, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other unlawful agreement or any other horizontal or vertical, or unilateral or coordinated, anti-competitive conduct (whether that conduct occurred in Canada or elsewhere) in connection with the purchase, sale, pricing, discounting, marketing or distributing of Vehicle Carrier Services in Canada during the Class Period, including, without limitation, any claims for consequential, subsequent or follow on harm that arise after the date hereof in respect of any agreement or conduct that occurred prior to the date hereof. For greater certainty, Released Claims shall include, without limitation, any claims that the Releasors have or may have in connection with the purchase, sale, pricing, discounting, marketing or

distributing of or compensation for, Vehicle Carrier Services in Canada in connection with the shipment of a Vehicle or Vehicles for import or export through a port in Canada, or the shipment of a Vehicle or Vehicles between two international ports. For greater certainty, nothing herein shall be construed to release any claims arising from, breach of contract, for negligence, bailment, failure to deliver, lost goods, delayed or damaged goods or similar claim between the Releasees and Releasors relating to Vehicle Carrier Services but not relating to alleged anti-competitive conduct. Released Claims exclude any claims the Plaintiffs may have against the Non-Settling Defendants.

- (45) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and their affiliates.
- (46) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, trustee, servant, contractor or representative of any kind.
- (47) **Ro-Ro Vessels or RoRo** means a form of specialized cargo ship whose primary purpose is to ship Vehicles across the sea or oceans.
- (48) **Schedules** means the schedules to this Settlement Agreement.
- (49) **Settled Defendants** means any Defendant (excluding the Settling Defendants) that executes its own settlement agreement with the Plaintiffs in the Proceedings and whose settlement agreement becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Execution Date.

- (50) ***Settlement Agreement*** means this agreement, including the Recitals and Schedules.
- (51) ***Settlement Amount*** means the sum of two million seven hundred twenty-nine thousand Canadian dollars (CAD \$2,729,000).
- (52) ***Settlement Classes*** means all Persons included in the Ontario Settlement Class, the Quebec Settlement Class and the BC Settlement Class.
- (53) ***Settlement Class Member*** means a member of the Settlement Classes.
- (54) ***Settling Defendants*** means Höegh Autoliners AS and Höegh Autoliners, Inc.
- (55) ***Translation(s)*** means translation from another language into English.
- (56) ***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) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (57) ***US Proceedings*** means the actions that were or are before the US Federal Court or the US Federal Maritime Commission in regards to the alleged conspiracy regarding Vehicle Carrier Services that is at issue in the Proceedings.
- (58) ***Vehicle*** means cars, trucks, or other automotive vehicles including agriculture and construction equipment.
- (59) ***Vehicle Carrier Services*** means paid international ocean shipping services via roll on/roll off vessels of cargo, such as new and used cars and trucks, as well as agricultural, construction and mining equipment.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants in the Ontario Action and BC Action, and declaration of settlement out of court of the Quebec Action as against the Settling Defendants in the Quebec Action. In particular but without limitation, the Parties shall use their reasonable best efforts to schedule the hearing of applications in the Proceedings seeking the Final Orders approving this Settlement Agreement that are required in Section 2.3 by November 30, 2024 or such other date as the parties are able to schedule subject to the availability of the Courts.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(1) Subject to Section 2.2(4), the BC Plaintiff and the Ontario Plaintiffs shall bring motions before the Courts on a reasonably expedited basis after the Execution Date for orders approving the Notice of Certification and of Approval Hearings and certifying the Ontario Settlement Class and the BC Settlement Class as described in Schedule “A”.

(2) Subject to Section 2.2(4), the Quebec Plaintiff shall bring a motion on a reasonably expedited basis after the Execution Date for approval of the Notice of Certification and Approval Hearings before the Quebec Court and for authorization to amend the authorized class definition in the Quebec Action as against the Settling Defendants to reflect the Quebec Settlement Class described in Schedule “A”.

(3) The motions required by Sections 2.2(1) and (2) may be filed in Quebec, British Columbia and Ontario at the same time.

(4) The BC order approving the Notice of Certification and of Approval Hearings described in Section 2.2(1) and certifying the BC Action for settlement purposes shall be substantially in the form attached as Schedule “B” to this Settlement Agreement, except that Paragraphs 5 and 6 must be in the form set out in Schedule “B” to this Settlement Agreement, unless otherwise agreed to by the parties. The form and content of the Quebec Order and the Ontario Order approving the Notice of Certification and of Approval Hearings described in Sections 2.2(1) and (2) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC

Order attached as Schedule “B” to this Settlement Agreement. For greater certainty, the final forms of the Quebec Order and the Ontario Order approving the Notice of Certification and of Approval Hearings and certifying and/or authorizing the Quebec Settlement Class and the Ontario Settlement Class shall be subject to the approval of the Settling Defendants.

(5) The form and content of the orders approving the Notices of Certification and of Approval Hearings and certifying and/or authorizing the BC Settlement Class, the Ontario Settlement Class and the Quebec Settlement Class contemplated in this Section 2.2 shall be considered a material term of this Settlement Agreement and, subject to Sections 2.2(4), the failure of any Court to approve the orders, including the Ontario Settlement Class and Quebec Settlement Class definitions as set out in Schedule “A”, and otherwise substantially in the form contemplated herein or as agreed to by the parties acting reasonably shall give rise to a right of termination pursuant to Section 13 of this Settlement Agreement.

2.3 Motions Seeking Approval of the Settlement

(1) As soon as practicable after the Orders referred to in Section 2.2(4) have been granted and the Notices of Certification and of Approval Hearings has been published, and subject to Section 2.3(2), the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.

(2) The motions required by Section 2.3(1) may be filed in Quebec, British Columbia and Ontario at the same time.

(3) The BC Order approving this Settlement shall be substantially in the form attached as Schedule “C” to this Settlement Agreement, except that Paragraphs 6 through 13 must be in the form set out in Schedule “C” to this Settlement Agreement, unless otherwise agreed by the parties. The Quebec Order and the Ontario Order approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC Order. For greater certainty, the final forms of the Quebec Order and the Ontario Order approving this Settlement Agreement shall be subject to the approval of the Settling Defendants.

(4) The form and content of the orders approving this Settlement Agreement contemplated in this Section 2.3 shall be considered a material term of this Settlement Agreement and, subject to Section 2.3(3), the failure of any Court to approve the orders substantially in the form contemplated

herein or in the form agreed to by the parties acting reasonably shall give rise to a right of termination pursuant to Section 13 of this Settlement Agreement.

(5) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

(2) Notwithstanding Section 2.4(1), at any time after the Execution Date, Class Counsel may provide a copy of this Settlement Agreement to the Courts and to the Non-Settling Defendants and shall notify the Settling Defendants that it is doing so.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within thirty (30) days of the Execution Date, the Settling Defendants shall pay the Settlement Amount into the Trust Account. The Settling Defendants shall deposit the Settlement Amount into the Trust Account by wire transfer. Ontario Counsel shall provide the necessary wire transfer information to counsel for the Settling Defendants with reasonable advance notice so that the Settling Defendants have a reasonable period of time to comply with Section 3.1(1) of this Settlement Agreement.

(2) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs, and shall be paid in full satisfaction of the Released Claims against the Releasees.

(3) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.

(4) Ontario Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.

(5) Ontario Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Classes. Ontario Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Ontario Counsel or its duly appointed agent.

3.3 Most Favoured Nation Protection

(1) The Settling Defendants will receive “most favoured nation” treatment for a period of time and subject to terms to be set out in a confidential addendum to this Settlement Agreement in respect of any of the remaining defendants in the Proceedings, including, but not limited to, the following Non-Settling Defendants: (i) Nippon Yusen Kabushiki Kaisha and its affiliates; (ii) Kawasaki Kisen Kaisha, Ltd. and its affiliates; and (iii) Wilh. Wilhelmsen Holding ASA, Wallenius Lines AB and EUKOR Car Carriers, Inc. and their affiliates.

SECTION 4 - COOPERATION

4.1 Extent of Cooperation

Evidentiary Proffer

(1) Prior to the Effective Date and as soon as reasonably possible after execution of this Agreement, the Settling Defendants will provide to Class Counsel an oral evidentiary proffer, through a videoconference meeting between Class Counsel and Counsel for the Settling Defendants that shall not exceed one business day and that shall be scheduled on a date to be reasonably negotiated between Class Counsel and the Settling Defendants. At the oral evidentiary proffer, Counsel for the Settling Defendants shall provide relevant and non-privileged information that originates from the Settling Defendants and that was derived from the Settling Defendants' thorough historical investigation and factual inquiries in respect of the matters at issue in the Proceedings, including information derived from business records, testimonial transcripts and employee or witness interviews. The oral evidentiary proffer will be focused on the Settling Defendants' knowledge and information concerning the conduct of the Non-Settling Defendants and their affiliates.

(2) Following the oral evidentiary proffer, Counsel for the Settling Defendants will respond to reasonable additional written questions from Class Counsel relating to the information provided in the oral evidentiary proffer, and will answer Class Counsel's reasonable questions relating to the Proceedings on an ongoing basis until the Settling Defendants' cooperation obligations cease.

(3) For greater certainty, for the purposes of the oral evidentiary proffer set out in Section 4.1(1) and the additional questions set out in Section 4.1(2), Canadian and US Counsel for the Settling Defendants shall be entitled to rely on existing information and materials in their possession and shall not be required to conduct new factual inquiries. In addition, Canadian and US Counsel shall not be required to disclose any discussions or communications with any regulator or law enforcement authority in the United States or elsewhere.

(4) Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by Canadian and US Counsel for the Settling Defendants as part of the oral evidentiary proffer or in responding to additional questions are privileged, will be kept strictly confidential, and may not be directly or

indirectly disclosed to any other Person, unless disclosure is ordered by a Court. Further, absent a Court order, Class Counsel will not attribute any factual information obtained from the oral evidentiary proffer and additional questions to the Settling Defendants and/or Counsel for the Settling Defendants. Notwithstanding the foregoing, Class Counsel may: (i) use information obtained from the proffer in the prosecution of any or all of the Proceedings, and (ii) rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order, the Plaintiffs shall not introduce any information from the oral evidentiary proffer into the record or subpoena any Counsel for the Settling Defendants related to the oral evidentiary proffer and additional questions.

Transactional Information

(5) The Settling Defendants confirm that to the best of their knowledge, they have previously produced their historical transactional sales data relating to Vehicle Carrier Services involving shipments of Vehicles to Canada to the Quebec Plaintiff as part of the discovery process in the Quebec Action. The Settling Defendants agree to provide document ID's to the Plaintiffs for the transactional sales data that has been produced to the Quebec Plaintiff. The Settling Defendants shall consider in good faith reasonable requests by the Plaintiffs for additional historical transactional sales data (including pre-existing translations), but only to the extent such requests are made with reasonable specificity, and to the extent such additional information exists and is reasonably accessible.

Reasonable Assistance re Transactional Information

(6) The Settling Defendants agree to provide reasonable assistance to Class Counsel in understanding the historical transactional sales data produced by the Settling Defendants, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel.

Industry Witness Interview

(7) Following the Effective Date, the Settling Defendants shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable efforts to make

available at a mutually convenient time a current operational employee of the Settling Defendants who has knowledge of and who will provide information regarding the market and business of operating Ro-Ro Vessels and the pricing of Vehicle Carrier Services in a personal interview with Class Counsel and/or experts retained by Class Counsel. For certainty, the Plaintiffs and the Settling Defendants agree that the current operational employee will only provide factual and non-privileged information within his or her personal knowledge relating to the market and business of operating Ro-Ro Vessels and the pricing of Vehicle Carrier Services, and the current operational employee will not be required to address the allegations set out in the Proceedings or to conduct additional inquiries for historical information that is outside his or her personal knowledge. The interview may be conducted virtually through a secure virtual meeting platform. Upon reasonable notice by Class Counsel, the Settling Defendants shall use reasonable efforts to make the interviewee available by telephone to answer Class Counsel's reasonable additional follow-up questions. Costs incurred by, and the expenses of, the current operational employee of the Settling Defendants in relation to such interviews, including any translation or interpretation costs, shall be the responsibility of the Settling Defendants. If the employee refuses to provide information, or otherwise cooperate, the Settling Defendants shall use reasonable efforts to make him/her available for an interview with Class Counsel and/or experts retained by Class Counsel. The failure of the employee to agree to make him or herself available, or to otherwise cooperate, with the Plaintiffs shall not constitute a violation of this Settlement Agreement.

Authentication Witnesses

(8) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to provide affidavits for use at trial or otherwise in the Proceedings for the sole purpose of authenticating any Documents, data or information provided in accordance with this Settlement Agreement and/or any Documents, data or information produced by the Settling Defendants that were created by, sent to, or received by the Settling Defendants. To the extent reasonably possible, the Plaintiffs and the Settling Defendants agree that the Settling Defendants shall only be required to produce a single affidavit from a single representative of the Settling Defendants to authenticate the Documents, data or information contemplated by this Section 4.1(8) of the Settlement Agreement. If required by the Courts, or if required by a defendant to the Québec Action pursuant to article 292 of the Québec Code of Civil Procedure, the Settling Defendants shall reach

reasonable agreement relating to the identity of a person required to provide the authentication cooperation contemplated by this Section 4.1(8) of the Settlement Agreement. If required by the Courts, or if required by a defendant to the Québec Action pursuant to article 292 of the Québec Code of Civil Procedure, the Settling Defendants shall engage in reasonable efforts to produce a witness at trial for the sole purpose of authenticating the above Documents, data and information as contemplated by this Section 4.1(8) of the Settlement Agreement. Provided that the Settling Defendants are in compliance with the requirements of this Section 4.1(8), the failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement.

General Cooperation Provisions

(9) Nothing in this Section 4.1 or any other section of this Settlement Agreement shall be construed to require the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate the law of this or any jurisdiction.

(10) Nothing in this Section 4.1 or any other section of this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendant, or that is not within the possession, custody or control of the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged basis from any party to any action or proceeding who is not a Settling Defendant or other Releasee.

(11) If any documents protected by any privilege or other order, regulatory directive, rule or law of this or any applicable jurisdiction, including but not limited to Canada and the United States, are or were accidentally or inadvertently disclosed or produced by the Settling Defendants pursuant to this Section 4.1 of the Settlement Agreement or otherwise during the course of the Proceedings, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(12) The obligations of the Settling Defendants to cooperate as particularized in this Section 4.1 of the Settlement Agreement shall not be affected by the release provisions contained in Section 6.1 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to provide cooperation under this Settlement Agreement shall continue only until: (i) otherwise ordered by the Courts; or (ii) such time as a final judgment has been entered in the Proceeding against all Defendants (including as a result of any settlement, discontinuance and/or consent dismissal) and the time for appeal or to seek appeal from such final judgment has expired and no motion or other pleading has been filed with the relevant Court (or with any other court) seeking to set aside, enjoin, or in any way alter the entry of such final judgment or to toll the time for appeal of such final judgment or, if appealed, such final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. For greater certainty, the Plaintiffs' failure to strictly enforce any of the deadlines for the Settling Defendants to provide cooperation pursuant to this Section 4.1 is not a waiver of the cooperation rights granted by Section 4.1.

(13) In the event of a material breach by the Settling Defendants of their cooperation obligations under this Section 4.1 of the Settlement Agreement, Class Counsel may move before the Courts, on notice to the Settling Defendants, to enforce the terms of this Settlement Agreement and/or set aside Section 4.1 and allow the Plaintiffs to obtain discovery or information from the Settling Defendants as if they remained parties to the action. As part of any such motion or application, the Parties will reach mutual agreement on the implementation of reasonable confidentiality arrangements to protect the confidential terms of this Settlement Agreement. For greater clarity and without any derogation whatsoever from the Settling Defendants stated cooperation obligations under this Settlement Agreement, the Plaintiffs may move for complete enforcement of the Settling Defendants cooperation obligations, but such a breach shall not give rise to a right of termination of the Settlement Agreement.

(14) Subject to Section 4.1(13) and (15), the provisions set forth in this Section 4.1 of the Settlement Agreement are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Settling Defendants after the Execution Date. Subject to Section 4.1(13), the Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against,

or seek to compel the evidence of, the Settling Defendants, whether in Canada or elsewhere, and whether under the rules or laws of this or any other Canadian or foreign jurisdiction after the Execution Date.

(15) The Plaintiffs may exercise any rights they have at law or in the Proceedings as against the officers, directors and/or employees of the Settling Defendants put forward to participate in employee interviews and/or provide testimony at trial or otherwise pursuant to Section 4.1(7) and 4.1(8), if the officer, director or employee of the Settling Defendants fails to cooperate in accordance with those Sections and the provisions of this Settlement Agreement.

(16) A material factor influencing the decision by the Settling Defendants to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants, and agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate burden or expense on them. If Class Counsel reach a settlement agreement (or settlement agreements) with all of the Non-Settling Defendants or obtain final judgment against each of them in the Proceedings, then the cooperation obligations of the Settling Defendants under this Section 4.1 shall cease, but the confidentiality and other obligations of the Plaintiffs in respect of previously produced documents and information shall continue.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all Documents, data and information made available or provided by the Settling Defendants to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the Documents or information are publicly available. Plaintiffs and Class Counsel agree they will not disclose the Documents and information provided by the Settling Defendants except in accordance with the terms of the Confidentiality Agreement executed by the Parties on August 4, 2021 or any subsequent confidentiality agreement or confidentiality order issued by the Courts that applies to the Plaintiffs, Class Counsel and the Settling Defendants in the Proceedings.

SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

5.1 Distribution Protocol

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

(2) Class Counsel shall engage in reasonable consultation with the Settling Defendants regarding the notice, publication and dissemination process of the Distribution Protocol. For certainty, Class Counsel is not required to seek the consent or approval of the Settling Defendants in respect of these matters relating to the Distribution Protocol.

(3) Class Counsel shall also engage in reasonable consultation with the Settling Defendants regarding a process to ensure that claimants who have previously released claims relating to the provision of Vehicle Carrier Services as part of settlements in Canada, the United States or elsewhere are not able to seek double recovery as part of this Settlement Agreement. For certainty, Class Counsel is not required to seek the consent or approval of the Settling Defendants in respect of these matters relating to such process.

(4) The Settling Defendants agree to provide reasonable cooperation to Class Counsel as part of the administration of any court-approved claims process arising from a settlement or judgment in the Proceedings for the purpose of implementing measures to ensure that such entities are not permitted to assert duplicative and/or previously released claims as part of the Proceedings. For certainty, in providing such reasonable cooperation, the Settling Defendants shall not be required to breach any contractual or other obligation of confidentiality or to waive any claim of legal privilege.

SECTION 6 - RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 6.2, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released

Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

(3) Notwithstanding any of the foregoing, the releases granted pursuant to this Section 6.1 shall be deemed partial for the purposes of article 1687 and following the *Civil Code of Quebec*, shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of the Quebec Settlement Class Members against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees.

6.2 Covenant Not to Sue

(1) Notwithstanding Section 6.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Section 6.1(2) continues to apply to the Quebec Settlement Class Members.

6.3 No Further Claims

(1) Upon the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action suit, cause of action, claim or demand against any Releasee, or against any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the BC Action is decertified or the Quebec Action is de-authorized or if the Proceedings are not certified in the Ontario Action, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise

against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee by members of the class in the Proceedings. For the purposes of this Section 6.3(1), Class Counsel includes anyone currently or hereafter employed by or a partner with Class Counsel.

(2) Section 6.3 shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia*.

6.4 Dismissal of the Proceedings

(1) Upon the Effective Date, the Ontario Action and the BC Action shall be dismissed, with prejudice and without costs, as against the Settling Defendants in the Ontario Action and the BC Action.

(2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Settling Defendants in the Quebec Action, and the Parties shall sign and file a declaration of settlement out of court in the Quebec Court in respect of the Quebec Action.

6.5 Dismissal of Other Actions

(1) Upon the Effective Date, the Additional Proceeding shall be dismissed, with prejudice and without costs, as against the Settling Defendants in the Additional Proceeding.

(2) Upon the Effective Date, each member of the Ontario Settlement Class and BC Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(3) Upon the Effective Date, all Other Actions commenced in British Columbia or Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

(4) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.

(5) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

6.6 Material Term

(1) The Parties acknowledge that the releases and other terms contemplated in Sections 6.1, 6.2, 6.3, 6.4 and 6.5 shall be considered material terms of the Settlement Agreement and the failure of any Court to approve the releases and other terms contemplated herein shall give rise to a right of termination pursuant to Section 13 of the Settlement Agreement.

SECTION 7 - BAR ORDER AND WAIVER OF SOLIDARITY

7.1 Ontario and British Columbia Bar Order

(1) The Plaintiffs and the Settling Defendants agree that the British Columbia and Ontario Orders approving this Settlement Agreement must include a bar order in respect of the Ontario Action and the BC Action which includes the following terms:

- (a) a provision that if the Ontario Court or BC Court, as applicable, ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (i) all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which were or could have been brought in the Proceedings, or otherwise by any Non-Settling Defendants, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section;
 - (ii) the Ontario or BC Plaintiffs, as applicable, and the Ontario Settlement Class or BC Settlement Class, as applicable, shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-

conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

- (iii) the Ontario or BC Plaintiffs, as applicable, and the Ontario Settlement Class or BC Settlement Class, as applicable, shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*), and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario or BC Plaintiffs, as applicable, and the Ontario Settlement Class or BC Settlement Class, as applicable, if any, and, for greater certainty, the Ontario Settlement Class or BC Settlement Class shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
- (iv) the Ontario Court and the BC Court, as applicable, shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action or BC Action, as applicable, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action or BC Action, as applicable, and any determination by the Court in respect of the

Proportionate Liability of the Releasees shall only apply in the Ontario Action or BC Action, as applicable, and shall not be binding on the Releasees in any other proceeding.

- (b) A provision that nothing in the British Columbia and Ontario orders approving this Settlement Agreement, as applicable, is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the Ontario Settlement Class or BC Settlement Class, as applicable, in the Ontario or BC Action, as applicable.
- (c) A provision that a Non-Settling Defendants may, on motion to the Ontario or BC Court, as applicable, determined as if the Settling Defendants remained party to the Ontario or BC Action, as applicable, and on at least twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action or BC Action, as applicable, against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
 - (i) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendants in accordance with the relevant rules of civil procedure;
 - (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (iii) leave to serve a request to admit (notice to admit in British Columbia) on the Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

- (d) A provision that the Settling Defendants retain all rights to oppose such motion(s) brought pursuant to Section 7.1(1)(c). Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of Documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(1)(c). Notwithstanding any provision in the British Columbia and Ontario orders approving this Settlement Agreement, on any motion brought pursuant to Section 7.1(1)(c), the Ontario or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate.
- (e) A provision that a Non-Settling Defendants may serve the motion(s) referred to in Section 7.1(1)(c) on the Settling Defendants by service on counsel for the Settling Defendants in the relevant Proceeding.

(2) To the extent that such an order is granted pursuant to Section 7.1(1)(c) and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendants(s).

7.2 Quebec Waiver or Renunciation of Solidarity Order

(1) The Plaintiffs and the Settling Defendants agree that the Quebec order approving this Settlement Agreement must include a waiver or renunciation of solidarity in respect of the Quebec action which includes the following:

- (a) the Quebec Plaintiff and the Quebec Settlement Class expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Plaintiff and the Quebec Settlement Class shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;

- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and
- (d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

7.3 Claims Against Other Entities Reserved

- (1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any Person other than the Releasees.

7.4 Material Term

- (1) The Parties acknowledge that the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated in Sections 7.1 and 7.2 shall be considered material terms of the Settlement Agreement and the failure of any Court to approve the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section 13 of the Settlement Agreement.

SECTION 8 - EFFECT OF SETTLEMENT

8.1 No Admission of Liability

- (1) The Plaintiffs and Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Plaintiffs and the Releasees further agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

8.2 Agreement Not Evidence

(1) The Plaintiffs and the Releasees agree whether or not it is not approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

8.3 Agreement Not Attornment

(1) The Settling Defendants agree to attorn to the jurisdiction of the Courts for the limited purpose of interpreting, implementing and enforcing the settlement contemplated by this Settlement Agreement, but they do not attorn to the jurisdiction of the Courts for any other purpose relating to the Proceedings or to any other proceeding. The Plaintiffs maintain their position that certain of the Courts have ruled on the question of attornment and jurisdiction relating to the Settling Defendants for the purposes of the Proceedings, but they agree that they do not rely on the existence of this Settlement Agreement as a further step of attornment in the event that this Settlement Agreement is not approved. In particular, the Plaintiffs and the Settling Defendants agree whether or not it is not approved, is terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not constitute any form of attornment by the Settling Defendants to any jurisdiction in Canada in connection with these Proceedings or in respect of any other proceedings in any jurisdiction in Canada or elsewhere.

SECTION 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts, and such certification shall not be used or relied on as against the Settling Defendants for any other purpose or in any other proceeding.

(2) The Plaintiffs agree that, in the motion for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Ontario Settlement Class, the Quebec Settlement Class and the BC Settlement Class.

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

SECTION 10 - NOTICE TO SETTLEMENT CLASS

10.1 Notices Required

(1) The proposed Settlement Classes shall be given the following notice: (i) Notice of Certification and of Approval Hearings; and (ii) notice of termination (if the Settlement Agreement is terminated or otherwise fails to take effect).

(2) The Settling Defendants shall, within 30 days of the Execution Date, or at a time mutually agreed upon by the Parties acting reasonably, but no later than issuance of the Order from the Courts approving the Notices of Certification and of Approval Hearings under Section 2.2, provide the Plaintiffs with a customer list with last known contact information for each customer in Canada who purchased Vehicle Carrier Services directly from the Settling Defendants during the Class Period for the purpose of facilitating direct notice to the Settling Defendants' customers, to the extent that such information exists and is reasonably accessible.

10.2 Form and Distribution of Notices

(1) The form of the notices referred to in Section 10.1 and how and where they are published and distributed shall be as agreed to by the Plaintiffs and the Settling Defendants and, failing agreement, as ordered by the Courts.

(2) The Plaintiffs shall bring and seek to schedule motions before the Courts seeking orders from the Courts approving the notices described in Section 10.1. The Plaintiffs may determine the

time of these motions in their full and complete discretion, after consultation with the Settling Defendants, and subject to section 2.2.

SECTION 11 - ADMINISTRATION AND IMPLEMENTATION

11.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel at a time within the discretion of Class Counsel, except that the timing of the motions to approve the Settlement Agreement shall be determined after consultation with the Settling Defendants and subject to Sections 2.1, 2.2 and 2.3 of this Settlement Agreement.

SECTION 12 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

(1) The Releasees shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) Class Counsel shall pay the costs of the notices required by Section 10.1 and any costs of translation required by Section 14.12 from the Trust Account, as they become due.

(3) Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

(4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

SECTION 13 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

13.1 Right of Termination

(1) In the event that:

- (a) the Ontario Court declines to certify the Ontario Settlement Class;
- (b) the BC Court declines to certify the BC Settlement Class;
- (c) the Quebec Court declines to authorize the Quebec Settlement Class;
- (d) the BC Court or the Ontario Court declines to dismiss the Proceedings against the Settling Defendants or the Quebec Action is not fully settled out of court as against the Settling Defendants;
- (e) any Court declines to approve this Settlement Agreement or any material term having regard to the terms of this Settlement Agreement governing materiality, and the Parties agree that the releases, bar orders, waiver or renunciation of solidarity and covenants not to sue contemplated by this Settlement Agreement are all material terms;
- (f) any Court approves this Settlement Agreement in a materially modified form, having regard to the terms of this Settlement Agreement governing materiality;
- (g) any Court issues Orders approving the Notices of Certification and of Approval Hearings or approving the Settlement Agreement that does not comply with Sections 2.2 or 2.3 of this Settlement Agreement;
- (h) the Parties acting reasonably do not reach agreement on the form and content of any order required by this Settlement Agreement, or any order agreed by the Parties is approved by a Court in a materially modified form, having regard to the terms of this Settlement Agreement governing materiality;
- (i) any order approving this Settlement Agreement made by the Courts do not become Final Orders;
- (j) any Court requires an opt out process and there are opt outs that exceed the confidential threshold set out in the confidential addendum to this Settlement Agreement; or

- (k) the Parties do not secure the Final Orders approving this Settlement Agreement that are required in Section 2.3 of this Settlement Agreement in accordance with Section 2.1;

the Settling Defendants, Class Counsel, and/or the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18, within thirty (30) days following the event described above. Except as provided for in Section 13.4, if the Settling Defendants, Class Counsel or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- (2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1, the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18 or to move before the Court to enforce the terms of this Settlement Agreement.
- (3) Any order, ruling or determination made by any Court with respect to
 - (a) Class Counsel Fees, or
 - (b) the Distribution Protocol,

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

13.2 Effect of Non-Approval or Termination of Settlement Agreement

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:
 - (a) no motion to certify any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed; and

- (b) any order certifying the any of the Proceedings as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise.

13.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is terminated, Ontario Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section 10.1, and any costs of translation required by Section 14.12.

13.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 4.1(4), 4.2, 8.1, 8.2, 8.3, 10.1, 10.2, 13.1, 13.2, 13.3, 13.4, and 14.2 to 14.19 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(3), 4.1(4), 4.2, 8.1, 8.2, 8.3, 10.1, 10.2, 13.1, 13.2, 13.3, 13.4, and 14.2 to 14.19 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 14 - MISCELLANEOUS

14.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Courts as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to matters affecting the BC Action or the Quebec Action shall be determined by the Ontario Court.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

14.2 Releasees Have No Liability for Administration

(1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

14.3 Headings, etc.

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.4 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

14.5 Ongoing Jurisdiction

(1) Subject to Section 8.3 of this Settlement Agreement, each of the Courts shall retain exclusive jurisdiction over the Action commenced in its jurisdiction and the Parties thereto.

(2) The Parties agree that no Court shall make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary

order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding Sections 14.5(1) and 14.5(2) the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a BC Settlement Class member in the BC Action or a Quebec Settlement Class member in the Quebec Action shall be determined by the Ontario Court.

14.6 Governing Law

(1) Subject to Section 14.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) Notwithstanding Section 14.6(1), for matters relating specifically to the BC Action or the Quebec Action, the BC Court or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

14.7 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

14.8 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

14.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling Defendants, the Releasors, the Releasees and all of

their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

14.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

14.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

14.12 Language

(1) 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 et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

14.13 Transaction

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

14.14 Recitals

(1) The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

14.15 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

14.16 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.17 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

14.18 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be

provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR THE PLAINTIFFS AND CLASS COUNSEL:

Jonathan Foreman
FOREMAN & COMPANY PROFESSIONAL
CORPORATION
4 Covent Market Place
London, Ontario N6A 1E2

Tel: 519-914-1175
Fax: 226-884-5340
Email: jforeman@foremancompany.com

David G.A. Jones
CFM LAWYERS LLP
400-856 Homer Street
Vancouver, BC V6B 2W5

Tel.: 604-331-9528
Fax: 604-689-7554
Email: djones@cfmlawyers.ca

Maxime Nasr
BELLEAU LAPOINTE S.E.N.C.R.L.
300 Place d'Youville
Office B-10
Montreal, Quebec
H2Y 2B6

Tel: 514-987-6700
Fax: 514-987-6886
Email: mnasr@belleaulapointe.com

FOR THE SETTLING DEFENDANTS:

Christopher Naudie
OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50

Tel: 416.862.6811
Fax: 416.862.6666
Email: cnaudie@osler.com

14.19 Execution Date


(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Ryan Todd Wonch and Margaret A. Wonch, by their counsel

Name of Authorized Signatory:

Jonathan Foreman

Signature of Authorized Signatory:



Foreman & Company Professional Corporation
Ontario Counsel

Darren Ewert, by his counsel

Name of Authorized Signatory:

David Jones

Signature of Authorized Signatory:


CFM Lawyers LLP
BC Counsel

on instructions

Option consommateurs, by their counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Belleau Lapointe s.e.n.c.r.l
Quebec Counsel

Høegh Autoliners AS and Høegh Autoliners, Inc., by their counsel

Name of Authorized Signatory

Signature of Authorized Signatory:

Osler, Hoskin & Harcourt LLP
Canadian Counsel

14.19 Execution Date

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Ryan Todd Wonch and Margaret A. Wonch, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Foreman & Company Professional Corporation
Ontario Counsel

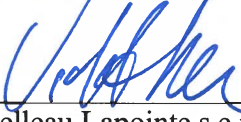
Darren Ewert, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
CFM Lawyers LLP
BC Counsel

Option consommateurs, by their counsel

Name of Authorized Signatory: VIOLETTE LEBLANC

Signature of Authorized Signatory: 
Belleau Lapointe s.e.n.c.r.l
Quebec Counsel

Höegh Autoliners AS and Höegh Autoliners, Inc., by their counsel

Name of Authorized Signatory _____

Signature of Authorized Signatory: _____
Osler, Hoskin & Harcourt LLP
Canadian Counsel

14.19 Execution Date

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

Ryan Todd Wonch and Margaret A. Wonch, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Foreman & Company Professional Corporation
Ontario Counsel

Darren Ewert, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

CFM Lawyers LLP
BC Counsel

Option consommateurs, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Belleau Lapointe s.e.n.c.r.l
Quebec Counsel

Høegh Autoliners AS and Høegh Autoliners, Inc., by their counsel

Name of Authorized Signatory _____

Christopher Naudie

Signature of Authorized Signatory: _____


Osler, Hoskin & Harcourt LLP
Canadian Counsel

SCHEDULE “A” PROCEEDINGS

Proceeding	Plaintiff(s)	Defendants	Settlement Classes
Ontario Superior Court of Justice Court File Nos. 1241/13 CP (the “Ontario Action”)	Ryan Todd Wonch and Margaret A. Wonch	Nippon Yusen Kabushiki Kaisha, NYK Line (North America) Inc., NYK Line (Canada), Inc., Mitsui O.S.K. Lines, Ltd., Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc., Kawasaki Kisen Kaisha, Ltd., “K” Line America, Inc., EUKOR Car Carriers, Inc., Wilh Wilhelmsen Holding ASA, Wilh. Wilhelmsen ASA, Wallenius Lines AB, Wallenius Wilhelmsen Logistics Americas, LLC, Wallenius Wilhelmsen Logistics AS, WWL Vehicle Services Canada Ltd., Compania Sud Americana De Vapores S.A., Toyofuji Shipping Co., Ltd., Nissan Motor Car Carrier Co., Ltd., World Logistics Service (USA) Inc., Höegh Autoliners AS, Höegh Autoliners Inc., and CSAV Agency North America, LLC	All Persons in Canada who purchased Vehicle Carrier Services, or purchased or leased a new vehicle transported by RoRo during the Class Period other than (1) all BC Settlement Class members and (2) all Quebec Settlement Class members.
Quebec Superior Court (District of Montreal), File No. 500-06-000657-136 (the “Quebec Action”)	Option consommateurs	Nippon Yusen Kabushiki Kaisha, NYK Line (North America) Inc., NYK Line (Canada), Inc., Mitsui O.S.K. Lines, Ltd., Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc., Kawasaki Kisen Kaisha, Ltd., “K” Line America, Inc., EUKOR Car Carriers, Inc., WWL Vehicle Services Canada Ltd., Wilh. Wilhelmsen ASA, Wilh Wilhelmsen Holding ASA, Wallenius Wilhelmsen Logistics Americas, LLC, Wallenius Wilhelmsen Logistics AS, Wallenius Lines AB, Toyofuji Shipping Co., Ltd., Compania Sud Americana De Vapores S.A., Nissan Motor Car Carrier Co., Ltd., World Logistics Service (USA) Inc., Höegh Autoliners AS, and Höegh Autoliners, Inc.	All Persons in Quebec who purchased Vehicle Carrier Services, or purchased or leased a new vehicle transported by RoRo during the Class Period.

Proceeding	Plaintiff(s)	Defendants	Settlement Classes
British Columbia Supreme Court (Vancouver Registry) Court File No. S134895 (the “BC Action”)	Darren Ewert	Nippon Yusen Kabushiki Kaisha, NYK Line (North America) Inc., NYK Line (Canada), Inc., Mitsui O.S.K. Lines, Ltd., Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc., Kawasaki Kisen Kaisha, Ltd., “K” Line America, Inc., EUKOR Car Carriers, Inc., Wilh. Wilhelmsen Holding ASA, Wilh. Wilhelmsen ASA, Wallenius Lines AB, Wallenius Wilhelmsen Logistics Americas, LLC, Wallenius Wilhelmsen Logistics AS, WWL Vehicle Services Canada Ltd., Compania Sud Americana De Vapores S.A., CSAV Agency North America, LLC, Toyofuji Shipping Co., Ltd., Nissan Motor Car Carrier Co., Ltd., World Logistics Service (USA) Inc., Höegh Autoliners AS, and Höegh Autoliners Inc.	All British Columbia resident persons who, during the Class Period, purchased Vehicle Carrier Services, or purchased or leased a new Vehicle in British Columbia that had been transported using Vehicle Carrier Services.
British Columbia Supreme Court (Vancouver Registry) Court File S149912 (the “Additional Proceeding”)	Darren Ewert	CSAV Agency North America LLC and other parties	n/a

SCHEDULE “B”

No. S-134895

Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Ewert

Plaintiff

and

**Nippon Yusen Kabushiki Kaisha;
NYK Line (North America) Inc.; NYK Line (Canada), Inc.;
Mitsui O.S.K. Lines, Ltd.;
Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc.;
Kawasaki Kisen Kaisha, Ltd.; “K” Line America, Inc.; EUKOR Car
Carriers, Inc.;
Wilh. Wilhelmsen Holding ASA; Wilh. Wilhelmsen ASA;
Wallenius Wilhelmsen Logistics Americas, LLC;
Wallenius Wilhelmsen Logistics AS;
Wallenius Lines AB; WWL Vehicle Services Canada Ltd.;
Toyofuji Shipping Co., Ltd.;
Compania Sud Americana De Vapores S.A.; CSAV Agency North
America, LLC; Nissan Motor Car Carrier Co., Ltd.;
World Logistics Service (USA) Inc.; Höegh Autoliners AS; Höegh
Autoliners, Inc.**

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

☐

BEFORE THE HONOURABLE ♦

)
)
)

dd/mm/yyyy

ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mm/yy and on hearing name of party/lawyer and name of party/lawyer;

AND ON READING the materials filed by the Plaintiff in support of the application, including the Höegh Autoliners AS and Höegh Autoliners, Inc. (the “**Settling Defendants**”) Settlement Agreement dated ♦ ♦, 2024 (the “**Höegh Settlement Agreement**”) attached to this Order as **Schedule “A”**, and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in this Action;

AND ON BEING ADVISED that the deadline for opting out of this action has passed;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order, and that the Non-Settling Defendants take no position on this application;

AND ON BEING ADVISED that ♦ has consented to being appointed as notice provider in accordance with the terms of this Order;

THIS COURT ORDERS that:

1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Höegh Settlement Agreement attached as Schedule “A” apply to and are incorporated into this Order;
2. The short-form and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as schedules “B” and “C”;
3. The plan of dissemination for the short-form and long-form notices of settlement approval hearings (the “plan of dissemination”) is hereby approved in the form attached hereto as schedule “D” and that the notices of settlement approval hearing shall be disseminated in accordance with the plan of dissemination;
4. ♦ is appointed to disseminate the notices of settlement approval hearing in accordance with the terms of this Order;
5. The BC Action is certified as a class proceeding as against the settling defendants for settlement purposes only;
6. The “BC settlement class” is certified as follows:

All British Columbia resident persons who, during the Class Period, purchased Vehicle Carrier Services or purchased or leased a new Vehicle in British Columbia that had been transported using Vehicle Carrier Services.

7. The following issue is common to the BC settlement class:

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Vehicle Carrier Services directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

8. Darren Ewert is appointed as the representative plaintiff for the BC settlement class;

9. Paragraphs 5, 6, 7 and 8 of this Order, the certification of this action against the Settling Defendants for settlement purposes and the definitions of the BC settlement class, class period and common issue are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC action, as against the Non-Settling Defendants;

10. Paragraphs 1-9 of this Order are contingent upon parallel orders being made by the Quebec Court and Ontario Court, and paragraphs 1-10 of this Order shall not be effective unless and until such orders are made by the Quebec Court and the Ontario Court; and

11. Endorsement of this Order by counsel for the Non-Settling defendants is dispensed with.

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 the plaintiff,
Darren Ewert

David G.A. Jones

Signature of lawyer for Osler, Hoskin &
Harcourt LLP

Christopher Naudie

By the Court

Registrar

In the Supreme Court of British Columbia

Between

Darren Ewert

Plaintiff

and

**Nippon Yusen Kabushiki Kaisha;
NYK Line (North America) Inc.; NYK Line (Canada), Inc.;
Mitsui O.S.K. Lines, Ltd.;
Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc.;
Kawasaki Kisen Kaisha, Ltd.; "K" Line America, Inc.; EUKOR Car
Carriers, Inc.;
Wilh. Wilhelmsen Holding ASA; Wilh. Wilhelmsen ASA;
Wallenius Wilhelmsen Logistics Americas, LLC;
Wallenius Wilhelmsen Logistics AS;
Wallenius Lines AB; WWL Vehicle Services Canada Ltd.;
Toyofuji Shipping Co., Ltd.;
Compania Sud Americana De Vapores S.A.; CSAV Agency North
America, LLC; Nissan Motor Car Carrier Co., Ltd.;
World Logistics Service (USA) Inc.; Höegh Autoliners AS; Höegh
Autoliners, Inc.**

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

CAMP FIORANTE MATTHEWS MOGERMAN LLP

Barristers & Solicitors
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
Email: service@cfmlawyers.ca

SCHEDULE “C”

No. S-134895

Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Ewert

Plaintiff

and

**Nippon Yusen Kabushiki Kaisha;
NYK Line (North America) Inc.; NYK Line (Canada), Inc.;
Mitsui O.S.K. Lines, Ltd.;
Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc.;
Kawasaki Kisen Kaisha, Ltd.; “K” Line America, Inc.; EUKOR Car
Carriers, Inc.;
Wilh. Wilhelmsen Holding ASA; Wilh. Wilhelmsen ASA;
Wallenius Wilhelmsen Logistics Americas, LLC;
Wallenius Wilhelmsen Logistics AS;
Wallenius Lines AB; WWL Vehicle Services Canada Ltd.;
Toyofuji Shipping Co., Ltd.;
Compania Sud Americana De Vapores S.A.; CSAV Agency North
America, LLC; Nissan Motor Car Carrier Co., Ltd.;
World Logistics Service (USA) Inc.; Höegh Autoliners AS; Höegh
Autoliners, Inc.**

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

☐ BEFORE THE HONOURABLE ◆)
) dd/mm/yyyy
)

ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mm/yyyy and on hearing name of party/lawyer and name of party/lawyer;

AND ON READING the materials filed by the Plaintiff in support of the application, including the Höegh Autoliners AS and Höegh Autoliners, Inc.(the “**Settling Defendants**”) Settlement Agreement dated ♦ ♦, 2024 (the “**Höegh Settlement Agreement**”) attached to this Order as **Schedule “A”**, and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in this Action;

AND ON BEING ADVISED that the deadline for objecting to the Höegh Settlement Agreement has passed and there have been ♦ objections to the Höegh Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the BC Action has passed, and there were ♦ opt-outs;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order, and that the Non-Settling Defendants take no position on this application;

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Höegh Settlement Agreement apply to and are incorporated into this Order;
2. In the event of a conflict between this Order and the Höegh Settlement Agreement, this Order shall prevail;
3. This Order, including the Höegh Settlement Agreement, is binding upon each member of the BC Settlement Class including those persons who are minors or mentally incapable;
4. The Höegh Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class;
5. Is approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms;
6. Upon the Effective Date, each member of the BC Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice;
7. Upon the Effective Date, each Other Action commenced in BC by any member of the BC Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice;
8. Upon the Effective Date, subject to paragraph 10 and 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

9. Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 33, or other legislation or at common law or equity, in respect of any Released Claim except for the continuation of the proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee;

10. The use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by those members of the BC Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors;

11. Upon the Effective Date, each member of the BC Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims;

12. If this court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions or otherwise by any Non-Settling Defendants, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section;
- (b) the BC Plaintiff and BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the Competition Act) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (c) the BC Plaintiff and BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants

and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the BC Plaintiff and BC Settlement Class Members, if any, and, for greater certainty, the BC Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

- (d) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.

13. Nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the BC Settlement Class in the BC Action;

14. A Non-Settling Defendant may, on application to this court or the Ontario Court brought on at least twenty (20) days' notice and to be determined as if the Settling Defendants were party to the BC Action, and not to be brought until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) Documentary discovery and a list of documents from the Settling Defendants in accordance with the *Supreme Court Civil Rules*;
- (b) Oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
- (c) Leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
- (d) The production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

15. The Settling Defendants retain all rights to oppose such application(s) brought under paragraph 14;

16. A Non-Settling Defendant may serve the application(s) referred to in paragraph 14 above on the Settling Defendants by service on counsel for the Settling Defendants in the BC Action;

17. For purposes of administration and enforcement of the Höegh Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Höegh Settlement Agreement and this Order, and subject to the terms and conditions set out in the Höegh Settlement Agreement and this Order;

18. Except as provided herein, this Order does not affect any claims or causes of action that any members of the BC Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees;

19. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Höegh Settlement Agreement;

20. The Settlement Amount, less Court-approved disbursements, shall be held in the trust account by Ontario counsel or its duly appointed agent for the benefit of the members of the Settlement Classes, pending further order of the Court on notice to the Settling Defendants and the Non-Settling Defendants;

21. The approval of the Höegh Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Höegh Settlement Agreement is approved by the Ontario Court and the Quebec Court, and the Ontario Action has been dismissed with prejudice and without costs and the Quebec Action has been declared settled out of court as against the Settling Defendants in the relevant proceeding by the Courts. If such orders are not secured in Quebec and Ontario, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the BC Action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice;

22. In the event that the Höegh Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice;

23. The BC Action is hereby dismissed as against the Settling Defendants without costs and with prejudice;

24. The approval of the Höegh Settlement Agreement and any reasons given by the Court in relation thereto, except any reasons given in connection with paragraphs 12 -16 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction,

the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action as against the Non-Settling Defendants; and

25. Endorsement of this Order by counsel for the Non-Settling Defendants is dispensed with.

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 the plaintiff,
Darren Ewert

David G.A. Jones

Signature of lawyer for Höegh Autoliners
AS and Höegh Autoliners, Inc.

Christopher Naudie

By the Court

Registrar

No. S-134895

Vancouver Registry

In the Supreme Court of British Columbia

Between

Darren Ewert

Plaintiff

and

**Nippon Yusen Kabushiki Kaisha;
NYK Line (North America) Inc.; NYK Line (Canada), Inc.;
Mitsui O.S.K. Lines, Ltd.;
Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc.;
Kawasaki Kisen Kaisha, Ltd.; “K” Line America, Inc.; EUKOR Car
Carriers, Inc.;
Wilh. Wilhelmsen Holding ASA; Wilh. Wilhelmsen ASA;
Wallenius Wilhelmsen Logistics Americas, LLC;
Wallenius Wilhelmsen Logistics AS;
Wallenius Lines AB; WWL Vehicle Services Canada Ltd.;
Toyofuji Shipping Co., Ltd.;
Compania Sud Americana De Vapores S.A.; CSAV Agency North
America, LLC; Nissan Motor Car Carrier Co., Ltd.;
World Logistics Service (USA) Inc.; Höegh Autoliners AS; Höegh
Autoliners, Inc.**

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

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