

ADDENDUM TO CLASS ACTIONS SETTLEMENT AGREEMENT

Dated May 5, 2025.

BETWEEN:

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

- and -

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

(together, the “**Plaintiffs**”)

- and -

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

(all collectively, the “**Parties**”)

WHEREAS the Plaintiffs and the Defendants entered into a Class Actions Settlement Agreement dated October 29, 2024 (the “Settlement Agreement”);

AND WHEREAS the Plaintiffs and the Defendants have agreed to amend the Settlement Agreement on the terms set out in this Addendum to Class Actions Settlement Agreement (the “**Addendum**”);

NOW THEREFORE, the parties mutually agree as follows:

Section 3.7 of the Settlement Agreement is hereby amended to read as follows:

3.7 Allocation of Unclaimed Funds. If it is not feasible and/or economically reasonable to attempt a second distribution or if there are any Unclaimed Funds remaining in the Settlement Cash Value after a second distribution, such Unclaimed Funds shall be distributed to *cy pres* recipients, in the following manner:

(a) the portion of the Unclaimed Funds resulting from stale-dated cheques attributable to staled-dated Settlement Cash Benefits initially distributed to BC Settlement Class Members shall be distributed as follows: (a) 50% of this amount shall be distributed to the Law Foundation of British Columbia, pursuant to section 36.2(a) of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50; and (b) 50% of this amount shall be distributed to *cy pres* recipients recommended by BC Plaintiff that may reasonably be expected to benefit the BC Settlement Class, subject to the BC Court’s approval.

(b) the portion of the Unclaimed Funds resulting from stale-dated cheques attributable to staled-dated Settlement Cash Benefits initially distributed to QC Settlement Class Members shall be distributed as follows: (a) a percentage of this amount to be determined according to the *Regulation respecting the percentage withheld by the Fonds d’aide aux*

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

(c) the balance of the Unclaimed Funds, if any, will be allocated between the BC Settlement Class and QC Settlement Class, in proportion of the value of the stale-dated cheques associated with each group, and will be added to the respective portions of the Unclaimed Funds referred to in paragraphs (a) and (b).

All references in the Settlement Agreement to "this Settlement Agreement" or like expressions shall be deemed to be references to the Settlement Agreement as amended by this Addendum. All terms and conditions of the Settlement Agreement shall be and remain in full force and effect, except as expressly provided for in this Addendum.

This Addendum 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 Addendum,

The parties have executed this Amendment by their duly authorized representatives:

[signature page follows]

FOR THE BC PLAINTIFF AND FOR BC CLASS COUNSEL:

Jen D. Winstanley
CFM Lawyers LLP
Counsel for Dayne Ziegler

Date

FOR THE QC PLAINTIFF AND FOR QC CLASS COUNSEL:

Violette Leblanc
Belleau Lapointe LLP
Counsel for Transport TFI 2, s.e.c.

Date

FOR THE DEFENDANTS:

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

Date