

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING  
IN THE MATTER OF THE VEHICLE CARRIER SERVICES CLASS ACTION**

**Read this Notice Carefully as it May Affect Your Rights**

**TO:** All persons or entities in Canada who purchased Vehicle Carrier Services, or purchased or leased a new Vehicle transported by RoRo, during the Class Period, except the defendants and certain parties related to the defendants (“Settlement Class Members”).

“Vehicle Carrier Services” means paid international ocean shipping services via RoRo of cargo such as new and used cars and trucks, as well as agricultural, construction and mining equipment.

“RoRo” means an ocean vessel that allows wheeled vehicles to be driven on and off the vessel and parked on the vessel for ocean transport.

“Vehicle” means cars, trucks or other automotive vehicles, including agricultural, construction and mining equipment.

“Class Period” means February 1, 1997 to December 31, 2012.

*If you bought a new car or truck in Canada during the Class Period that was manufactured overseas, you are likely a Settlement Class Member.*

**A. Purpose of this Notice**

Class proceedings have been initiated in Ontario, British Columbia and Québec and, subject to court approval in Ontario, British Columbia and Québec, a settlement has been reached with Compania Sud Americana De Vapores S.A (“CSAV”) who has entered into an agreement with the Plaintiffs (the “Settlement Agreement”). The settlement is a resolution of disputed claims and is not an admission by CSAV of any liability, wrongdoing or fault. The Plaintiffs sought and were granted certification/authorization of the actions in Ontario, British Columbia and Québec for settlement purposes. There will be settlement approval hearings in Ontario, British Columbia and Québec. These hearings will be held on May 29 at 9:30 am at 80 Dundas Street, London, Ontario, on a date and time to be decided at 800 Smithe Street, Vancouver, British Columbia

and on May 16, 2017 at 12:00 pm at 1, rue Notre-Dame Est, Montréal, Québec. The litigation in all three provinces will continue against all non-settling defendants.

## **B. Nature of the Lawsuit**

In 2013, class proceedings were initiated in Ontario by Harrison Pensa LLP, in British Columbia by Camp Fiorante Matthews Mogerman and in Québec by Belleau Lapointe, s.e.n.c.r.l. (collectively “Class Counsel”) on behalf of Canadians who purchased Vehicle Carrier Services, or purchased or leased a new Vehicle transported by RoRo between February 1, 1997 and December 31, 2012 (the “Vehicle Carrier Services Class Action”)<sup>1</sup>. It is alleged that the defendants participated in an unlawful conspiracy to fix, raise, maintain, increase, or control the price for Vehicle Carrier Services and/or to enhance unreasonably the prices of Vehicle Carrier Services and/or to lessen unduly competition in the sale of Vehicle Carrier Services in Canada, and/or to conduct business contrary to the *Competition Act*.

## **C. The Settlement**

### ***The Settlement Agreement***

A Settlement Agreement has been reached with CSAV. During the Class Period, CSAV’s share of the global Vehicle Carrier Services’ market was 1-2%, and it had no direct commerce in Canada of Vehicle Carrier Services. CSAV is among a group of 20 defendant ocean freight shipping companies that have been named in the proceedings. Under the Settlement Agreement, CSAV has agreed to pay CAD \$450,000.00 for the benefit of Settlement Class Members, and to provide co-operation to the Plaintiffs in pursuing their claims against the remaining non-settling defendants. This cooperation includes an attorney proffer, based on the attorney proffer provided to the United States Department of Justice (“USDOJ”), and any documents that were provided to the USDOJ in relation to the attorney proffer, and any additional documents that were provided to the Canadian Competition Bureau. In addition, CSAV has committed to making available a current employee with relevant knowledge, as long as he remains an employee, for a witness interview and trial testimony (to the extent his evidence is relevant).

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<sup>1</sup> The class proceedings were brought against the following defendants: 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 Vehicle 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., Nissan Motor Car Carrier Co., Ltd., World Logistics Service (USA) Inc., CSAV Agency North America, LLC, Höegh Autoliners AS, and Höegh Autoliners, Inc.

In exchange, CSAV and CSAV Agency North America, LLC will be provided with a full release of claims against them in relation to Vehicle Carrier Services. The settlement is a resolution of disputed claims and CSAV does not admit any wrongdoing or liability in connection with the Vehicle Carrier Services Class Action.

The litigation continues against the non-settling defendants.

### ***Distribution to the Class***

The settlement amount, net of notice costs, Class Counsel fees, disbursements and applicable taxes will be held in an interest bearing trust account for the benefit of the Settlement Class Members (the "Settlement Fund").

The Settlement Fund will not be distributed to Class Members at this time. The continuing litigation may or may not result in further settlements or judgments. If there is a further recovery, it will be added to the present monies and an efficient distribution will be made at an appropriate time so as to avoid the cost of facilitating multiple distributions. The Courts will approve when and to whom the settlement funds will be distributed.

### ***The Settlement Approval Hearings***

The Settlement Agreement remains subject to approval by the Courts in Ontario, British Columbia and Québec. A motion to approve the Settlement Agreement will be heard by the Ontario Superior Court of Justice on May 29, 2017 at 9:30 am at 80 Dundas Street, London, Ontario, by the Supreme Court of British Columbia on a date and time to be decided at 800 Smithe Street, Vancouver, British Columbia and by the Superior Court of Québec on May 16, 2017 at 12:00 pm at 1,rue Notre-Dame Est, Montréal, Québec. At these hearings, the Courts will determine whether the settlement is fair, reasonable and in the best interests of Settlement Class Members.

If you do not oppose the proposed settlement, you do not need to appear at the hearing or take any other action at this time to indicate your desire to participate in the settlement.

You are entitled to appear and make submissions at the hearing. If you wish to comment on or make an objection to the Settlement Agreement, you must deliver a written submission to Class Counsel at the addresses listed below by May 1, 2017. Class Counsel will file all such submissions with the appropriate Court. All filed written submissions will be considered by the

appropriate Court. If you do not deliver a written submission by the deadline, you may not be entitled to participate, through oral submissions or otherwise, in the hearings.

If the Settlement Agreement is approved by the Courts in Ontario, British Columbia and Québec, further notices will be posted online at [www.roroclassaction.com](http://www.roroclassaction.com) and [www.actioncollectiveroro.com](http://www.actioncollectiveroro.com) to advise Settlement Class Members in Canada of such approval.

#### **D. Opting Out of the Vehicle Carrier Services Class Action**

As outlined above, you are a member of the Settlement Class if you purchased Vehicle Carrier Services, or purchased or leased a new Vehicle transported by RoRo during the Class Period, unless you opt out of the Vehicle Carrier Services Class Action. If you wish to continue to be included as a Settlement Class Member, you do not need to do anything at this time. As a Settlement Class Member, you will be entitled to participate in and benefit from this settlement and you will be legally bound by the result of the Vehicle Carrier Services Class Action.

If you do not opt out, you will be bound by the Settlement Agreement and by any future settlements or Judgments of the court. You will not be able to bring or maintain any other claim or legal proceeding alleging any of the allegations already asserted in the Vehicle Carrier Services Class Action, including allegations related to violations of the *Competition Act*. No further right to opt-out of the Vehicle Carrier Services Class Action will be provided at a later date.

If you opt-out of the Vehicle Carrier Services Class Action, you will not be able to participate in the CSAV settlement, or any further settlements with or judgments against other defendants in this litigation. You may be able to bring your own lawsuit at your own expense.

To opt-out, please send a signed written election to opt-out by pre-paid mail, courier, fax, or email to the appropriate address of Class Counsel listed below. If you are a Class Member resident in British Columbia or Québec please send your signed written election to counsel in your respective province. If you are a Class Member resident in Ontario or any other province in Canada (outside of British Columbia and Québec), please send your signed written election to Class Counsel in Ontario.

All signed written elections should include:

- a) the person's full name and current address; and
- b) a statement to the effect that the person wishes to be excluded from the proceedings

QUESTIONS? CALL 1.800.263.0489, ext. 759 OR VISIT [www.roroclassaction.com](http://www.roroclassaction.com) or [www.actioncollectiveroro.com](http://www.actioncollectiveroro.com)

The written election **must be received no later than May 10, 2017.**

**E. Class Counsel Fees**

Class Counsel legal fees, disbursements and applicable taxes must be approved by the Courts. Class Counsel will collectively be requesting legal fees of up to 25% of the Settlement Fund, plus disbursements and applicable taxes to be paid out of the Settlement Fund, at the settlement approval hearing.

If you wish to comment on or make an objection to Class Counsel fees, a written submission must be delivered to the appropriate Class Counsel at the addresses listed below by **May 1, 2017**. Class Counsel will forward all such submissions to the appropriate Court. All filed written submissions will be considered by the appropriate Court. If you do not file a written submission by the deadline, you may not be entitled to participate, through oral submissions or otherwise, in the hearing.

**F. The Lawyers Representing You**

Harrison Pensa LLP represents Class Members in Ontario and in all provinces other than British Columbia and Québec. Harrison Pensa LLP can be reached toll free at 1-800-263-0489 ext. 759, by e-mail at [roroclassaction@harrisonpensa.com](mailto:roroclassaction@harrisonpensa.com) or by mail at 450 Talbot Street, London, Ontario N6A 4K3, Attention: Jonathan Foreman.

Camp Fiorante Matthews Mogerman represents Class Members in British Columbia. Camp Fiorante Matthews Mogerman can be reached toll free at 1-800-689-2322, by e-mail at [info@cfmlawyers.ca](mailto:info@cfmlawyers.ca) or by mail at Suite 400, 856 Homer Street, Vancouver, British Columbia V6B 2W5, Attention: David G.A. Jones.

Belleau Lapointe, s.e.n.c.r.l. represents Class Members in Québec. Belleau Lapointe, s.e.n.c.r.l. can be reached toll free at 1-888-987-6701, by e-mail at [info@belleaulapointe.com](mailto:info@belleaulapointe.com) or by mail at 306 Place d'Youville, office B-10, Montréal, Québec H2Y 2B6, Attention: Maxime Nasr.

**G. Questions about the Settlement**

This notice contains only a summary of the Settlement Agreement and Settlement Class Members are encouraged to review the complete Settlement Agreement. A copy of the Settlement Agreement can be downloaded from the settlement website at [www.roroclassaction.com](http://www.roroclassaction.com) and [www.actioncollectiveroro.com](http://www.actioncollectiveroro.com). If you would like a copy of the

Settlement Agreement or have questions that are not answered online, please contact the appropriate Class Counsel identified above. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

#### **H. Interpretation**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the schedules, the terms of the Settlement Agreement shall prevail.

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**THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA AND THE SUPERIOR COURT OF QUÉBEC**