

Schedule 1

SETTLEMENT DISTRIBUTION SCHEME
Sillsco Ltd & Ors v Hino Motors Ltd & Ors (CIV-2025-454-20)

TABLE OF CONTENTS

1.	<u>BACKGROUND</u>	2
2.	<u>DEFINITIONS AND INTERPRETATIONS</u>	3
3.	<u>SCHEME ADMINISTRATOR</u>	8
4.	<u>FINANCIAL MANAGEMENT</u>	9
5.	<u>CLAIM DATA</u>	10
6.	<u>DETERMINATION OF ELIGIBILITY</u>	10
7.	<u>ESTIMATED DISTRIBUTION AMOUNTS</u>	11
8.	<u>NOTICES OF ELIGIBILITY AND ESTIMATED DISTRIBUTION AMOUNTS</u>	12
9.	<u>REVIEWS</u>	12
10.	<u>PROVISION OF BANK ACCOUNT INFORMATION</u>	13
11.	<u>CALCULATION OF DISTRIBUTION AMOUNTS</u>	14
12.	<u>PAYMENTS TO ELIGIBLE CLASS MEMBERS</u>	15
13.	<u>CALCULATION AND DISTRIBUTION OF RESIDUAL SETTLEMENT SUM</u>	16
14.	<u>COMPLETION OF SETTLEMENT DISTRIBUTION</u>	18
15.	<u>TAXATION</u>	18
16.	<u>CLAIMS MADE ON BEHALF OF OTHER PERSONS AND/OR THIRD PARTIES</u>	18
17.	<u>RIGHTS AND OBLIGATIONS OF ELIGIBLE CLASS MEMBERS</u>	19
18.	<u>COSTS</u>	21
19.	<u>SUPERVISION BY THE COURT</u>	21
20.	<u>NOTICES</u>	21
21.	<u>TIME</u>	22
	<u>SCHEDULE A – LOSS FORMULA</u>	23

1. BACKGROUND

- A. On 9 February 2026, the parties to the proceeding CIV-2025-454-20 executed a Deed of Settlement (the **Deed**).
- B. The Deed sets out the terms of a proposed settlement of the Proceeding subject to Court approval. The Deed provides the First Defendant to pay a resolution sum of NZD\$10,900,000.00 inclusive of costs and interest (the **Settlement Sum**).
- C. This Settlement Distribution Scheme sets out the procedure for distributing the Settlement Sum.
- D. The Settlement Distribution Scheme has the following stages:

Stage	Clause	Stage
Determination of Eligibility and Estimated Distribution Amounts	Clause 6 and 7	The Scheme Administrator will issue each Registered Class Member a notice containing its determination of their: <ul style="list-style-type: none"> (a) eligibility to receive a Distribution pursuant to this Settlement Scheme and, the Claim Data to be used to assess their claim; and, if applicable (b) the Estimated Distribution Amount determined in accordance with the Loss Formula.
Reviews	Clause 9	Registered Class Members may seek a review of the determination of their eligibility or Estimated Distribution Amount.
Collection of Bank Account Details	Clause 10	Eligible Class Members whose Estimated Distribution Amount is more than the Minimum Distribution Amount will be required to provide their bank details.

Calculation of Distribution Amounts	Clause 11	The Scheme Administrator will calculate each Eligible Class Member's Distribution Amount, based on the quantum of the Distribution Settlement Sum.
Payment of Distribution Amounts	Clause 12	The Scheme Administrator will pay Eligible Class Member's Distribution Amounts into their nominated bank account.
Residual Settlement Sum	Clause 13	After all Distribution Amounts are paid, the Scheme Administrator will calculate the quantum of the Residual Settlement Sum and determine how that sum is to be distributed.

2. DEFINITIONS AND INTERPRETATIONS

Definitions

- 2.1. In the Scheme, the following terms have the meanings defined below, unless the context otherwise requires:

Term	Meaning
Administration Costs	the costs and disbursements incurred by the Scheme Administrator and approved by the Court in implementing, facilitating and giving effect to the Scheme and/or the settlement distribution generally and including any taxes, levies, duties, charges, fees or other imposts or obligations arising in connection with the administration of the Scheme.
Approval Date	the meaning given in clause 5.13 of the Deed.
Approval Orders	the meaning given in clause 5.8 of the Deed.
Claim Data	the meaning given in clause 5.1.
Claims Database	a database constructed by or on behalf of the Scheme Administrator to contain the Claim Data and Contact Details for each Eligible Class Member.

<i>Class Member</i>	those persons who hold an interest in one or more Relevant Vehicles and fall within the definition of Class Member in the representative order made by the High Court on 23 March 2026, other than any persons who have validly opted out of, or ceased to be Class Members in the Proceeding.
<i>Contact Details</i>	an Eligible Class Member's (or their agent or representative's) postal address, email address and mobile phone number and/or other telephone number.
<i>Court</i>	High Court of Auckland.
<i>Deed</i>	the Deed of Settlement between the Parties dated 9 February 2026.
<i>Defendants</i>	the First Defendant and the Second Defendant.
<i>Distribution Amount</i>	an amount calculated in accordance with clause 11.5 and which exceeds the Minimum Distribution Amount.
<i>Distribution Date</i>	the date determined by the Scheme Administrator on which payments to Eligible Class Members will commence, being a date after the Approval Date.
<i>Eligibility Criteria</i>	the eligibility criteria specified in clause 6.1.
<i>Eligible Relevant Vehicle</i>	a Relevant Vehicle in which, in respect of an individual Registered Class Member, that Registered Class Member holds or has held an Eligible Interest.
<i>Eligible Class Member</i>	a Registered Class Member that meets the Eligibility Criteria.
<i>Eligible Interest</i>	an Ownership Interest or a Lease Interest.
<i>Estimated Distribution Amount</i>	the amount calculated in accordance with clause 7.
<i>First Defendant</i>	Hino Motors Ltd.
<i>Hino List</i>	the list of VINs and contact information for the Relevant Vehicles provided by the Defendants in accordance with order [1](b)(ii) of the Court's orders of 23 March 2026.

Interest	interest earned on the monies held in the Settlement Distribution Fund and any other interest-bearing account established by the Scheme Administrator in accordance with the Scheme.
Lease Interest	one of the following types of interest in respect of a Relevant Vehicle: <ul style="list-style-type: none"> (a) finance lease, novated lease or hire purchase agreement where the Registered Class Member was the lessee or hirer (however described); and/or (b) an operating lease where the Registered Class Member was the lessee or lessor.
Loss Formula	the methodology by which Eligible Class Members' claims are calculated, as set out in Schedule A.
Minimum Distribution Amount	is \$50.00.
Non-Responsive Class Member	means a Registered Class Member or Eligible Class Member: <ul style="list-style-type: none"> (a) who has failed to adequately respond to a notice from the Scheme Administrator requesting that they take a certain step or steps by a date specified by the Scheme Administrator, provided that any such date or required time specified by the Scheme Administrator must not be less than 14 days from the date of any such notice; or (b) who fails to comply with the obligations in clause 17; or (c) who the Scheme Administrator determines has received a notice or communication under clause 20.4.
Notice of Eligibility and Estimated Distribution	the notice sent by the Scheme Administrator to each Registered Class Member in accordance with clause 8 containing its determination of their: <ul style="list-style-type: none"> (a) eligibility to receive a Distribution pursuant to this Settlement Scheme and the Claim Data to be used to assess their claim; and if applicable (b) the Estimated Distribution Amount determined in accordance with the Loss Formula.
NZTA	New Zealand Transport Agency (Waka Kotahi), the government entity responsible for holding and maintaining transport datasets, including the Motor Vehicle Register.

Ownership Interest	<p>an interest held by a Class Member in respect of a Relevant Vehicle in which the Class Member held legal title to the vehicle:</p> <ul style="list-style-type: none"> (a) regardless of whether the Relevant Vehicle was acquired new or second hand; (b) regardless of whether the Relevant Vehicle was acquired by the Class Member wholly or partly by means of a loan (however described); and (c) including in circumstances where the Class Member acquired ownership after making a “balloon payment”, residual value payment or final payment (however described) under the terms of lease, hire purchase agreement or other similar arrangement.
Plaintiffs	the plaintiffs in the Proceeding.
Plaintiffs’ Reimbursement Payment	an amount approved by the Court on [insert date] 2026, in the sum of \$36,000 (comprising of payments of \$6,000 to each of the six plaintiffs).
Proceeding	the proceeding numbered CIV-2025-454-20 in the High Court of Auckland.
Proposed Settlement	the proposed settlement on the terms set out in the Deed.
Registered Class Member	<p>a Class Member who:</p> <ul style="list-style-type: none"> (a) meets the definition of a Class Member as defined above; (b) registers their claim in accordance with order [1](b)(vii) of the Court’s orders dated 23 March 2026; and (c) did not submit an opt-out notice with the Court in accordance with order [1](b)(iv) of the Court’s orders dated 23 March 2026.
Relevant Vehicle	any Hino vehicle fitted with a diesel engine, acquired during the period from (and including) 4 March 2010 until (and including) 3 March 2025 with a build date from (and including) 1 January 2010 to (and including) 22 August 2022.
Remittance Notice	the notice to be sent by the Scheme Administrator to each Eligible Class Member confirming the payment of their Distribution Amount or Residual Distribution Amount.
Review	A review by a Registered Class Member under clause 9.

Review Material	any documentation or other information to be provided by a Registered Class Member which they consider relevant to their Review.
Scheme Administrator	Shine Lawyers, or such other person as appointed by the Court, administrator of the Scheme. Prior to the appointment, Shine Lawyers will execute the functions of the Scheme Administrator under the Scheme in accordance with the Scheme and subject to Court approval.
Second Defendant	Hino Distributors (NZ) Limited (9429040001142).
Settlement Distribution Fund	the meaning in clause 4.2 and, where the context admits, will include any account, fund or trust established for the purposes of this Scheme as a separate fund from the original Settlement Distribution Fund, and holding funds drawn from the original Settlement Distribution Fund.
Settlement Distribution Scheme or Scheme	the terms of this settlement distribution scheme as approved by the Court on [insert date], including Schedules.
Settlement Reserve Fund	the interest-bearing account opened by Simpson Grierson in accordance with clause 2 of the Deed, in which the Settlement Sum is to be held until the Approval Date.
Settlement Sum	the sum of NZD\$10,900,000.
Shine Lawyers	Shine Lawyers NZ Limited, the Plaintiffs' solicitors in the Proceeding.
Verification Materials	the data/information produced by NZTA in response to the official information request filed by the Plaintiffs in the Proceeding together with the Hino List.

Interpretation

2.2. In the Scheme:

- (a) headings are for convenience only and do not affect interpretation;
- (b) where the context permits, the singular includes the plural, and the plural includes the singular;
- (c) a gender includes all genders;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or

other entity, whether it comprises a separate legal entity;

- (f) a reference to any thing done by any person includes a reference to the thing as done by a director, officer, servant, agent, personal representative or legal representative if permitted to be so done by law or by any provision of the Deed or Scheme;
- (g) a reference to money (including 'dollars', 'NZD', and '\$') is to New Zealand currency;
- (h) specifying anything in the Scheme after the words "include", "including" or "for example" or similar expressions, does not limit what else might be included;
- (i) unless otherwise specified, a reference to a clause is a reference to a clause of the Scheme;
- (j) a reference to an agreement or document (including a reference to the Scheme) is to the agreement or document as amended, supplemented, novated or replaced;
- (k) a reference to a day is to a calendar day and not to a business day, unless the context requires otherwise.

3. SCHEME ADMINISTRATOR

- 3.1. The Scheme will be administered and applied by Shine Lawyers (the **Scheme Administrator**).
- 3.2. In acting as Scheme Administrator, including discharging any function or exercising any discretion conferred by the Scheme, the Scheme Administrator:
 - (a) must not separately act as the solicitor for the Plaintiffs or any individual Class Member in relation to the Scheme;
 - (b) will administer the Scheme fairly and according to its terms and in doing so will;
 - i. act in accordance with a duty owed to the Court in priority to any obligation owed to the Plaintiffs or any individual Class Member;
 - ii. balance the interest of any individual Class Member against the interests of Class Members as a whole; and
 - iii. at all times and when exercising the discretion conferred upon it under the Scheme, ensure that the Scheme is administered in a practical, proportionate and cost-effective manner. This includes, but is not limited to the following:
 - 1. seeking expert advice as it considers necessary;
 - 2. correcting any error, slip or omission necessary to facilitate the administration of the Scheme;

3. applying to the Court to amend the Scheme if it considers it desirable or appropriate to do so; and
 4. extending time for compliance with any deadline fixed by the Scheme by the Scheme Administrator while administering the Scheme.
- 3.3. The Scheme Administrator, together with its employees and agents, in discharging any function or exercising any power or discretion conferred by the Scheme, will not be liable for any loss to any Class Member arising by reason of any mistake or omission made in good faith or of any other matter or thing except willful wrongdoing on the part of the Scheme Administrator, its employees or agents who are sought to be made liable.

4. FINANCIAL MANAGEMENT

Settlement Distribution Fund

- 4.1. In accordance with clause 2.3 of the Deed, within 10 Business Days of the Approval Date (as defined in the Deed), Simpson Grierson will transfer the Settlement Sum (inclusive of interest) to the Settlement Distribution Fund opened by the Scheme Administrator.
- 4.2. The Scheme Administrator will be responsible for the management of the Settlement Distribution Fund, and all moneys in the Settlement Distribution Fund, in accordance with the Scheme.

Management of the Settlement Distribution Fund

- 4.3. The Scheme Administrator will, subject to and in accordance with the terms of the Deed, the Scheme and any applicable statutory requirements, hold the money standing from time to time in the Settlement Distribution Fund on trust for:
 - (a) the Plaintiffs and Eligible Class Members; and
 - (b) Shine Lawyers, to the extent that the Court orders that its fees and disbursements be deducted from the Settlement Sum;
 - (c) the Scheme Administrator, to the extent of its entitlement to receive Administration Costs in accordance with the terms of the Scheme and the Court's orders.
- 4.4. The Scheme Administrator may:
 - (a) pay all or a portion of the funds in the Settlement Distribution Fund into one or more interest-bearing, fixed term deposit account(s) for varying terms; and
 - (b) at any time, convert the Settlement Distribution Fund to a non-interest earning account if it determines that the cost of administering the taxation implications of further interest being earned on the funds in Settlement Distribution Fund will be disproportionate to the further

interest expected to be earned.

- 4.5. All interest earned on the Settlement Distribution Fund is to form part of the Settlement Distribution Fund.
- 4.6. The Scheme Administrator is required to comply with the taxation obligations of any trust created for the benefit of Eligible Class Members during the settlement administration and may seek expert advice to enable this. Any tax that the Scheme Administrator may be required to pay in respect of an individual Eligible Class Member may be deducted from that Eligible Class Member's Distribution Amount.
- 4.7. Any taxes payable in respect of any trust(s) created for the purposes of the Scheme will be deducted from the Settlement Sum.

5. CLAIM DATA

- 5.1. Claim Data means the following information for each Registered Class Member:
 - (a) the full name and contact details of the Registered Class Member;
 - (b) details of the Registered Class Member's claim in the Proceeding, including the year, model and VIN of the Relevant Vehicle/s for which the claim relates, details regarding the interest held by the Registered Class Member in respect of the Relevant Vehicle/s; and
 - (c) any other information required by the Scheme Administrator to assess the claim of a Registered Class Member.
- 5.2. In compiling the Claim Data for each Registered Class Member, the Scheme Administrator may treat the information contained in the Hino List and/or the Verification Materials and/or such other sources of information as determined to be reasonable and appropriate by the Scheme Administrator as final and binding, including in calculating Estimated Distribution Amounts.
- 5.3. At all times, the Scheme Administrator will use reasonable endeavours to ensure the accuracy of the Claims Database, including, to the extent necessary, updating the Claims Database for any amended or corrected Claim Data provided under this clause, requesting further information or documents from a Registered Class Member or Eligible Class Member or requesting further information or documents from third parties.

6. DETERMINATION OF ELIGIBILITY

- 6.1. A Registered Class Member becomes an Eligible Class Member and is eligible to participate in the Scheme if the Registered Class Member satisfies the following Eligibility Criteria:

- (a) holds or has held an Eligible Interest in at least one Relevant Vehicle;
- (b) acquired the Eligible Interest in the Relevant Vehicle during the period from (and including) 4 March 2010 until (and including) 3 March 2025 as specified in the definition of 'Relevant Vehicle' above;
- (c) falls within the definition of Class Member;
- (d) does not opt out in accordance with the High Court Directions; and
- (e) registers a claim in accordance with the High Court Directions.

6.2. For the avoidance of doubt, where a Registered Class Member holds, or has held, an interest in more than one Relevant Vehicle, a determination that the Registered Class Member:

- (a) holds an Eligible Interest in one or more Relevant Vehicle(s) does not preclude a determination that they do not hold an Eligible Interest in one or more other Relevant Vehicle(s); and
- (b) does not hold or has not held an Eligible Interest in one or more Relevant Vehicles does not preclude a determination that a Registered Class Member holds an Eligible Interest in one or more other Relevant Vehicles.

6.3. The Scheme Administrator will determine whether a Registered Class Member meets the Eligibility Criteria and in doing so is entitled to rely on the accuracy of the Verification Materials, the Hino List and the Claim Data.

7. ESTIMATED DISTRIBUTION AMOUNTS

7.1. The Scheme Administrator will estimate the portion of the Settlement Sum that will be available for distribution to Eligible Class Members, taking into account the deductions in clauses 11.1 and 11.2. This amount is the Estimated Distribution Settlement Sum.

7.2. Provisional estimates of distributions from the Estimated Distribution Settlement Sum to each Eligible Class Member will be calculated as follows:

- (a) by applying the Loss Formula to the claim or claims of each Eligible Class Member; but
- (b) where the assessment in clause 7.2(a) is less than the Minimum Distribution Amount, no amount will be allocated to that Registered Class Member.

7.3. The amount calculated in accordance with clause 7.2 is the Estimated Distribution Amount for

each Eligible Class Member.

8. NOTICES OF ELIGIBILITY AND ESTIMATED DISTRIBUTION AMOUNTS

- 8.1. The Scheme Administrator will send a Notice of Eligibility and Estimated Distribution Amounts to each Registered Class Member, which will:
- (a) advise them whether they have met or have not met the Eligibility Criteria;
 - (b) identify the Eligible Relevant Vehicles; and
 - (c) if applicable, specify the Eligible Class Member's Estimated Distribution Amount in respect of their claim/s, and the basis on which those amounts were calculated;
 - (d) notify them of the Claim Data used in the Eligibility Determination and, if applicable, to assess their Estimated Distribution Amount; and
 - (e) inform them of their right to seek a Review.

9. REVIEWS

- 9.1. A Registered Class Member may seek a review of their eligibility or their Estimated Distribution Amount (**Review**).
- 9.2. A Registered Class Member that wishes to seek a Review must:
- (a) give written notice to the Scheme Administrator (**Notice of Review**) no later than 28 days after the Scheme Administrator has sent a Notice of Eligibility to the Registered Class Member; and
 - (b) ensure that the Notice of Review:
 - i. is in the format prescribed by the Scheme Administrator;
 - ii. is submitted to the Scheme Administrator in accordance with the means and methodology prescribed by the Scheme Administrator;
 - iii. identifies the components of the determination with respect to the Relevant Vehicle(s) and/or the Claim Data which the Registered Class Member disputes;
 - iv. contains the reasons why the Registered Class Member disputes those components and documentary evidence to support the dispute; and

- v. attaches Review Materials required by the Scheme Administrator to support the Review.

9.3. Upon receipt of the Notice of Review, the Scheme Administrator must:

- (a) consider the information contained in the Notice of Review;
- (b) determine whether, on the basis of the information in clause 9.4(b), the Review is upheld or refused;
- (c) prepare a brief statement of reasons for the Scheme Administrator's decision; and
- (d) provide the Registered Class Member with a **Notice of Review Assessment**, which will include:
 - i. whether the Review is upheld or refused;
 - ii. the impact of that decision on the Registered Class Member's entitlements (if any) under this Settlement Distribution Scheme; and
 - iii. a brief statement of reasons for the Scheme Administrator's decision.

9.4. The Scheme Administrator's decision on the outcome of a Review is final and binding on all relevant Registered Class Members. Relevant Class Members are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

9.5. For the avoidance of doubt, Registered Class Members will not be entitled to reimbursement for any costs independently incurred by the Registered Class Member in respect of a Review.

10. PROVISION OF BANK ACCOUNT INFORMATION

10.1. Eligible Class Members whose Estimated Distribution Amounts exceed the Minimum Distribution Amount must, by the deadline set out in the Notice of Estimated Distribution, provide sufficient bank account details for a single New Zealand bank account to enable the Scheme Administrator to process payments of Distribution Amounts. For the avoidance of doubt, the deadline shall be no less than 28 days from the date of the Notice of Estimated Distribution.

10.2. Upon request from an Eligible Class Member, the Scheme Administrator may in its absolute discretion having regard to the principles in clause 3.2(b), agree to make payments to more than one nominated bank account or to an overseas bank account. The Scheme Administrator will deduct from the Distribution Amount the costs outlined in clause 12.5 unless, in its absolute discretion, it determines to waive those costs.

10.3. If an Eligible Class Member does not provide sufficient bank details by the specified deadline, they

will be considered a Non-Responsive Class Member and:

- (a) the Scheme Administrator may, in its absolute discretion:
 - i. make further attempts to obtain the necessary details or information, the acceptance of which will be subject to the administrator's exercise of discretion in clause 12.3; and
 - ii. if it does so, may deduct from the Settlement Sum as additional Administration Costs any additional costs incurred in making such further attempts; but
- (b) unless clause 10.3(a) applies, the Eligible Class Member will not be entitled to receive any payment from the Distribution Settlement Sum.

11. CALCULATION OF DISTRIBUTION AMOUNTS

Deductions from the Settlement Sum

11.1. As soon as practicable after the Approval Date, the Scheme Administrator will pay the following amounts from the Settlement Sum, as approved by the Court:

- (a) to the Plaintiffs, the Plaintiffs' Reimbursement Payment; and
- (b) to Shine Lawyers the amount that is specified or approved in the Approval Orders.

Calculation of the Distribution Settlement Sum

11.2. The Scheme Administrator will:

- (a) pay any pre-approved Administration Costs as and when they are incurred from the Settlement Sum; and
- (b) calculate and set aside from the Settlement Sum:
 - i. any remaining pre-approved Administration Costs yet to be paid;
 - ii. any further amounts to be deducted from the Settlement Sum (subject to Court approval), including, without limitation, the Scheme Administrator's reasonable estimate of any additional Administration Costs to be sought; and
 - iii. any amount payable to any tax authority for any tax obligation and/or tax related expense.

11.3. The remaining Settlement Sum will be the **Distribution Settlement Sum**.

Calculation of Distribution Amounts

- 11.4. As soon as reasonably practicable after the expiration for the provision of bank details by Eligible Class Members and the resolution of all Reviews, the Scheme Administrator will calculate the Distribution Amount for each Eligible Class Member whose Estimated Distribution Amount exceeds the Minimum Distribution Amount.
- 11.5. The Distribution Settlement Sum will be allocated among the Eligible Class Members as follows:
- (a) by applying the Loss Formula to the claim or claims of Eligible Class Members based on the Claim Data; and
 - (b) where the assessment in clause 11.5(a) is less than the Minimum Distribution Amount, no amount will be allocated to the Eligible Class Member.
- 11.6. The amount calculated in accordance with clause 11.5 is the **Distribution Amount** for each Eligible Class Member.

Binding calculations

- 11.7. The calculations of Distribution Amounts by the Scheme Administrator are final and binding on Eligible Class Members, and Eligible Class Members are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

12. PAYMENTS TO ELIGIBLE CLASS MEMBERS

- 12.1. Subject to clause 12.3, the Scheme Administrator will as soon as practicable after the Distribution Date:
- (a) pay the Distribution Amounts to Eligible Class Members by electronic funds transfer to Eligible Class Member's nominated bank details provided in accordance with clause 10.1 and
 - (b) send to each Eligible Class Member being paid a Distribution Amount a Remittance Notice.
- 12.2. The Scheme Administrator will commence processing payments on the Distribution Date. Payments will be processed in tranches over a period of time to be determined by the Scheme Administrator.
- 12.3. The Scheme Administrator may process the payment of Distribution Amounts to Eligible Class Members by alternative means if the Scheme Administrator, in its absolute discretion having regard to the principles in clause 3.2(b), considers that:
- (a) an Eligible Class Member has demonstrated to the Scheme Administrator's satisfaction that payment by electronic funds transfer is impracticable for that Eligible Class Member; or

- (b) the Scheme Administrator, in its absolute discretion, considers that another method would effect a timelier payment to any Eligible Class Member or Class of Eligible Class Members.

12.4. If the Scheme Administrator is unable to attempt payment of a Distribution Amount to an Eligible Class Member, or a payment to an Eligible Class Member is rejected, due to:

- (a) incorrect bank account details provided by the Eligible Class Member; or
- (b) any other action or inaction by the Eligible Class Member,

the Scheme Administrator will not make further inquiries with those Eligible Class Members to obtain additional bank account details or reattempt the payment of the Distribution Amount unless the Scheme Administrator, in its absolute discretion and consistent with the principles in clause 3.2(b), determines it is reasonable to so.

12.5. If the Scheme Administrator exercises its discretion under clause 12.3 above, the Scheme Administrator will deduct from the Distribution Amount any additional costs incurred in so doing including the costs of the Settlement Administrator and any additional fees or charges unless, in its absolute discretion, it determines to waive those costs. If the deduction of these costs reduces the Distribution Amount to below the Minimum Distribution Amount, the Distribution Amount will be forfeited, and the forfeited Distribution(s) will form part of the Residual Settlement Sum to be distributed or donated in accordance with clause 13.

12.6. If, after 60 days from the Distribution Date, the Scheme Administrator is unable to transfer payments of Distribution Amounts to an Eligible Class Member or any payment to an Eligible Class Member is rejected due to the reasons outlined in clause 10.3(a) or 10.3(b):

- (a) the Eligible Class Member's Distribution Amount will be forfeited, and the Eligible Class Member will have no claim against the Scheme Administrator or the Settlement Sum; and
- (b) the forfeited Distribution Amount(s) will form part of the Residual Settlement Sum to be distributed in accordance with clause 13.

13. CALCULATION AND DISTRIBUTION OF RESIDUAL SETTLEMENT SUM

13.1. As soon as practicable after completing the payment of Distribution Amounts to Eligible Class Members, the Scheme Administrator will calculate the remaining Distribution Settlement Sum as follows:

- (a) paying any remaining pre-approved Administration Costs as incurred; and

- (b) calculate and set aside any further amounts approved to be deducted from the remaining Distribution Sum, and, if appropriate, the Scheme Administrator's reasonable estimate of any additional Administration Costs to be sought for any further distribution to Eligible Class Members that were successfully paid a Distribution Amount.

13.2. The remaining Distribution Settlement Sum will be the **Residual Settlement Sum**.

13.3. The Scheme Administrator will determine, having regard to the principles in clause 3.2(b), whether the Residual Settlement Sum will be distributed to Eligible Class Members.

13.4. If the Scheme Administrator determines that it is uneconomical for the Residual Settlement Sum to be distributed, the Residual Settlement Sum will be donated to the Royal Forest and Bird Protection Society of New Zealand (**Forest & Bird**).

13.5. If the Scheme Administrator determines that it is economical for the Residual Settlement Sum to be distributed, the Scheme Administrator will:

- (a) pay any remaining pre-approved Administration Costs which have been incurred from the Residual Settlement Sum; and
- (b) calculate and set aside from the Settlement Sum final amounts approved to be deducted from the Settlement Sum or the Residual Settlement Sum by the Court, including, without any limitation, any additional Administrative Costs to be sought relating to the distribution of the Residual Settlement Sum; and
- (c) calculate the distribution of the Residual Settlement Sum on a pro-rata basis to Eligible Class Members in the proportion which their Distribution Amount bears to the aggregate Distribution Amount for all Eligible Class Members, being the Residual Distribution Amount for each Eligible Class Member.

13.6. If an Eligible Class Member's Residual Distribution Amount is less than the Minimum Distribution Amount, nothing will be distributed to the Eligible Class Member and this amount will be included in the Residual Settlement Sum for distribution.

13.7. Any payments of Residual Distribution Amounts that are rejected, unsuccessful or otherwise returned to the Settlement Distribution Fund will be paid to Forest & Bird.

Binding calculations

13.8. The calculation of Residual Distribution Amounts by the Scheme Administrator is final and binding on Eligible Class Members, and Eligible Class Members are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

14. COMPLETION OF SETTLEMENT DISTRIBUTION

14.1. The payment of all Distribution Amounts and Residual Distribution Amounts in accordance with this Scheme will satisfy any and all rights, claims or entitlements of all Class Members in or arising out of the Proceeding.

15. TAXATION

15.1. Eligible Class Members are responsible for obtaining their own taxation advice.

15.2. The Scheme Administrator is not responsible for, and will not be required to, provide or obtain any taxation advice or rulings in relation to any tax potentially payable by Eligible Class Members in relation to payment of Distribution Amounts and/or Residual Distribution Amounts.

16. CLAIMS MADE ON BEHALF OF OTHER PERSONS AND/OR THIRD PARTIES

Application of this clause

16.1. The following provisions apply in circumstances where:

- (a) A Registered Class Member or Eligible Class Member is a corporate entity; and/or
- (b) a person participates in the Scheme on behalf of another person who is a Registered Class Member or Eligible Class Member,

whether in respect to all or part of their claim.

Authorised representative

16.2. The Scheme Administrator may rely on information, instructions and/or declarations from, and steps taken pursuant to the Scheme by, a person who:

- (a) is authorised by law to represent a corporate entity or individual, including, without limitation, authorised company officers, partners, trustees or executors or administrators; or
- (b) declares to the Scheme Administrator that they are authorised to act on behalf of the Registered Class Member or Eligible Class Member and the Scheme Administrator accepts that declared authority.

16.3. The Scheme Administrator may, in its absolute discretion, request evidence of any authority referred to in clause 16.2.

Deregistered entities

16.4. If an Eligible Class Member is a corporate entity that:

- (a) was deregistered at the time of registering in the Proceeding; or
- (b) went into voluntary administration or voluntary liquidation after registration in the Proceeding,

that Eligible Class Member's Distribution Amount and Residual Distribution Amount will be payable to the administrator or liquidator as applicable.

16.5. The Scheme Administrator will exercise its discretion for the payment (if any) of Distribution Amounts and Residual Distribution Amounts to Eligible Class Members that are deregistered entities that:

- (a) were not deregistered at the time of registering in the Proceeding; and
- (b) are not in external administration or voluntary liquidation at the time of paying the Distribution Amounts,

having regard to the principles in clause 3.2(b) of the Scheme and the quantum of the payment(s) to these Eligible Class Members.

17. RIGHTS AND OBLIGATIONS OF ELIGIBLE CLASS MEMBERS

Cooperation of Registered Class Members and Eligible Class Members

17.1. Each Registered Class Member and Eligible Class Member must cooperate with the Scheme Administrator and take all steps that they are required to take pursuant to the Scheme and/or that are reasonably requested or directed by the Scheme Administrator, including:

- (a) providing instructions, information, documents or other materials;
- (b) providing authorities or permissions or executing documents;
- (c) promptly informing the Scheme Administrator of any change in their Contact Details and Claim Data;
- (d) providing bank account details.

17.2. Each Registered Class Member and Eligible Class Member must meet the requirements of clause 17.1:

- (a) to the best of their ability with the substance and not merely the form of the requirement, request or direction; and
- (b) by any date or within any required time specified in the requirement, request or direction by

the Scheme Administrator.

Obligation regarding honesty

17.3. In fulfilling the obligations in clause 17.1, each Eligible Class Member must act honestly and must take all reasonable steps to ensure that any of their agents or representatives likewise act honestly.

Failure to comply

17.4. Non-Responsive Class Members will have their claims assessed as \$0 by the Scheme Administrator. Where an Eligible Class Member becomes a Non-Responsive Class Member after the Scheme Administrator has issued a Notice of Eligibility and Estimated Distribution Amount, the Scheme Administrator may, but is not obliged to, issue a new notice assessing the Estimated Distribution Amount for the claims as \$0.

17.5. For the avoidance of doubt, a Registered Class Member or Eligible Class Member will not be entitled to recover any amount they might have received pursuant to the Scheme, but for a failure to comply with the requirements under the Scheme, in any future payment of moneys under the Scheme.

Forfeiture of Distribution

17.6. An Eligible Class Member may notify the Scheme Administrator in writing that they wish to forfeit their Distribution Amount or Residual Distribution Amount. Any Distribution Amount forfeited by an Eligible Class Member will form part of the Distribution Sum or Residual Settlement Sum to be distributed in accordance with clause 12 and clause 13 respectively.

17.7. An Eligible Class Member's decision to forfeit their Distribution Amount or Residual Distribution Amount is final and the Eligible Class Member will not be entitled to recover any amount they might have received pursuant to the Scheme, but for their decision to forfeit, in any future payment of moneys under the Scheme.

Eligible Class Members indemnify the Scheme Administrator

17.8. If an Eligible Class Member has a legal obligation by reason of receiving a Distribution Amount or Residual Distribution Amount pursuant to the Scheme, whether under statute or contract or otherwise to any government department, agency, or authority to pay or repay a sum from their Distribution Amount or Residual Distribution Amount and they do not notify the Scheme Administrator of such obligation prior to payment of the Distribution Amount or Residual Distribution Amount pursuant to the Scheme, the Eligible Class Member indemnifies and holds harmless the Scheme Administrator from and against any claim associated with that legal obligation.

18. COSTS

Administration Costs

18.1. Subject to other provisions of the Scheme, Administration Costs are to be paid:

- (a) to the Scheme Administrator on the basis approved by the Court; and
- (b) in the first instance, from any Interest earned on the Settlement Sum, Distribution Settlement Sum and Residual Settlement Sum while held in the Settlement Distribution Fund.

Costs of lawyers other than the Scheme Administrator

18.2. Nothing in the Scheme prevents a Class Member from retaining or seeking advice in respect of this settlement from a lawyer who is not performing the role of Scheme Administrator, provided that:

- (a) the Class Member does so at their own cost; and
- (b) the Class Member is not entitled to recover any legal costs from the Scheme Administrator and any such legal costs must not be treated as Administration Costs unless the Scheme Administrator made a written request that the Class Member's lawyer carry out the legal work in question.

19. SUPERVISION BY THE COURT

19.1. The Scheme Administrator may refer any issues arising in relation to the Scheme or the administration of the Scheme to the Court for determination.

20. NOTICES

20.1. Any notice or communication to be given pursuant to the Scheme, sent by the Scheme Administrator, will be deemed given and received for all purposes associated with the Scheme if it is:

- (a) addressed to the person to whom it is given; and
- (b) either:
 - i. sent by email to that person's email address recorded on the Claims Database;
 - ii. sent by SMS to that person's mobile number recorded on the Claims Database; or
 - iii. sent by pre-paid mail, to that person's postal address recorded on the Claims Database.

20.2. Any notice or communication that complies with this clause will be deemed to be given and received:

- (a) if it was sent by email or SMS, at the time it was sent;
- (b) if it was sent by mail to an addressee in New Zealand, three clear business days after being sent; or
- (c) if it was sent by mail to an addressee overseas, five clear business days after being sent.

20.3. If a notice or communication is undelivered by email, SMS or post in accordance with clause 20.2, and a Registered Class Member or Eligible Class Member has not informed the Scheme Administrator of any change in their Contact Details in accordance with clause 17.1(d), the Scheme Administrator will determine, in its absolute discretion, whether:

- (a) the notice or communication will be sent via alternative means; or
- (b) the notice or communication is deemed to have been given in accordance with clauses 20.1 and 20.2.

20.4. If the Scheme Administrator deems a notice or communication to be given in accordance with clause 20.3(b), that Registered Class Member or Eligible Class Member will be a Non-Responsive Class Member unless they otherwise contact the Scheme Administrator in relation to the matters in the notice or communication.

20.5. Where a Registered Class Member or Eligible Class Member is not a natural person and one person has been nominated as the designated contact in respect of multiple Registered Class Members or Eligible Class Members, it is sufficient for the purpose of giving notice or communications that any of the provisions of clauses 20.1 and 20.2 are complied with in relation to that nominated person.

20.6. The Scheme Administrator's contact details are as follows unless and until the Scheme Administrator notifies the sender otherwise:

By mail: Hino Class Action (Settlement Administration Team)
 Shine Lawyers NZ
 PO Box 273
 Shortland Street
 Auckland 1140

By email: hinomotors@shinelawyers.co.nz

21. TIME

21.1. The time for doing any act or thing under the Scheme may be extended by the Scheme Administrator in its absolute discretion or by order of the Court.

SCHEDULE A – LOSS FORMULA

1. Relevant Vehicles are categorised as follows:

(a) High Value (HV) vehicles are all vehicles imported as “new” in the Hino 700 series, which includes the FS, FY, SS, FH, FR, FT and Profia submodels.

(b) Medium Value (MV) vehicles are all vehicles imported as “new” in the Hino 500 series which includes the FC, FD, FE, FG, FM, GD, GH, GT, FGM and Ranger submodels.

(c) Low Value (LV) vehicles are:

- i. all vehicles imported as “new” in the Hino 300 series which includes the XZU, XJC, FW and Dutro submodels;
- ii. all vehicles imported into New Zealand as “used” or “re-registered” vehicles; and
- iii. all Hino buses (including Liesse, Melpha submodels).

2. The Settlement Administrators will determine the amounts payable from the Settlement Sum to Eligible Class Members according to the following formulae:

(a) Allocation per Relevant Vehicle (Vehicle Entitlement):

i. HV vehicles:

HV Vehicle Entitlement = $2 \times (\text{Distribution Settlement Sum}) / ([\text{number of HV vehicles}] \times 2 + [\text{number of MV vehicles}] \times 1.5 + [\text{number of LV vehicles}])$

ii. MV vehicles:

MV Vehicle Entitlement = $1.5 \times (\text{Distribution Settlement Sum}) / ([\text{number of HV vehicles}] \times 2 + [\text{number of MV vehicles}] \times 1.5 + [\text{number of LV vehicles}])$

iii. LV vehicles:

LV Vehicle Entitlement = $(\text{Distribution Settlement Sum}) / ([\text{number of HV vehicles}] \times 2 + [\text{number of MV vehicles}] \times 1.5 + [\text{number of LV vehicles}])$

(b) Distribution between Eligible Class Members:

- i. If there is no more than one Eligible Class Member with a claim for the Relevant Vehicle, this Eligible Class Member receives the full Vehicle Entitlement calculated in accordance with [2](a) above.

- ii. If there is more than one Eligible Class Member with a claim for the same Relevant Vehicle, each Eligible Class Member receives an amount based on the number of years for which they have had an Ownership Interest or Lease Interest in the vehicle during the acquisition period, being 4 March 2010 to 3 March 2025 (**Acquisition Period**), according to the following formulae:

Eligible Class Member Share = (Number of years owned during Acquisition Period) / (Sum of years owned for all Eligible Class Members with claims for that vehicle during Acquisition Period)

Eligible Class Member Payment = Owner Share x Vehicle Entitlement calculated in accordance with [2](a) above

- iii. References to “years owned” in the above formulae mean the years for which the Eligible Class Member had a form of Ownership Interest or Lease Interest as defined in the Settlement Distribution Scheme.

3. Worked examples:

The following examples are provided for illustrative purposes only and are not intended to reflect actual compensation sums or to alter the meaning of the Loss Formulae above.

(a) Assumptions:

Distribution Settlement Sum = \$9M

Number of HV vehicles = 2000

Number of MV vehicles = 3000

Number of LV vehicles = 4000

(b) First worked example – HV compensation per vehicle:

$$2 \times 9M / (2000 \times 2) + (3000 \times 1.5) + 4000$$

18,000,000 / 12,500 = \$1,440 is the High Value vehicle entitlement

(c) Second worked example – MV compensation per vehicle:

$$1.5 \times 9M / (2000 \times 2) + (3000 \times 1.5) + 4000$$

13,500,000 / 12,500 = \$1,080 is the Medium Value vehicle entitlement

(d) Third worked example – LV compensation per vehicle:

$$9M / (2000 \times 2) + (3000 \times 1.5) + 4000$$

9,000,000 / 12,500 = \$720 is the Low Value vehicle entitlement

(e) Fourth worked example – compensation shared between multiple owners:

If Person A owned HV vehicle for 8 years then Person B owned the vehicle for 2 years:

Person A = $8 / 10 = 0.8 \times \$1,440 = \$1,152$ is Person A's Eligible Class Member Payment

Person B = $2 / 10 = 0.2 \times \$1,440 = \288 is Person B's Eligible Class Member Payment