

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAM )  
JUSTICE LEITCH )

THURSDAY, THE 19<sup>th</sup> DAY  
OF JANUARY, 2017

BETWEEN:

Ryan Todd Wonch and Margaret A. Wonch

Plaintiffs

-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 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; Höegh Autoliners, Inc.

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992, S.O. 1992, c.6*

**ORDER**

**THIS MOTION** made by the Plaintiffs for an Order approving the publication, short-form and long-form notices of settlement approval hearings and the method of dissemination of said notices and certifying this action as a class proceeding for settlement purposes against Compania Sud Americana De Vapores S.A. (the "Settling Defendant") was heard this day at the Court House, 80 Dundas Street, London, Ontario.

**ON READING** the materials filed, including the settlement agreement dated July 6, 2016 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs, counsel for the Settling Defendant, and counsel for the Non-Settling Defendants;

**AND ON BEING ADVISED** that RicePoint Administration Inc. has consented to being appointed as notice provider in accordance with the terms of this Order;

**AND ON BEING ADVISED** that the Plaintiffs and the Settling Defendant consent to this Order, and that the Non-Settling Defendants take no position on this motion:

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the publication, short-form and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules "B", "C" and "D".
3. **THIS COURT ORDERS** that the plan of dissemination for the publication, short-form and long-form notices of settlement approval hearings (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "E" and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.
4. **THIS COURT ORDERS** that RicePoint Administration Inc. is appointed to disseminate the notices of settlement approval hearing in accordance with the terms of this Order.
5. **THIS COURT ORDERS** that this action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.
6. **THIS COURT ORDERS** that the "Ontario Settlement Class" is certified as follows:

All Persons or entities in Canada who purchased Vehicle Carrier Services, or purchased or leased a new Vehicle transported by RoRo between February 1, 1997 and December 31, 2012 other than BC Settlement Class members and Quebec Settlement Class members.

7. **THIS COURT ORDERS** that the following issue is common to the Ontario Settlement Class:

Did the Settling Defendant 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. **THIS COURT ORDERS** that Ryan Todd Wonch and Margaret A. Wonch are appointed as the representative plaintiffs for the Ontario Settlement Class.
9. **THIS COURT ORDERS** that Ontario Settlement Class Members who wish to opt-out of this action must do so by sending a written election to opt-out, signed by the Person or the Person's designee, together with the information required in the Settlement Agreement to Class Counsel or their duly appointed agent, by pre-paid mail, courier, fax or email received on or before the Opt-Out Deadline.
10. **THIS COURT ORDERS** that any Ontario Settlement Class Member who has validly opted-out of this action shall no longer be able to participate in this action or to share in the distribution of any funds received as a result of a judgment or settlement, and no further right to opt out of the action will be provided.
11. **THIS COURT ORDERS** that, within thirty (30) days of the Opt-Out Deadline, counsel for the Plaintiffs shall provide to the Defendants a report containing the names of each Person who has validly and timely opted-out of the action, the reasons for the opt-out, if known, and a summary of the information delivered by such Persons pursuant to paragraph 9 above.
12. **THIS COURT ORDERS** that any Ontario Settlement Class Member who has not validly opted-out of this action will be bound by the Settlement Agreement as approved by the Court and may not opt-out of this action in the future.
13. **THIS COURT ORDERS AND DECLARES** that each Ontario Settlement Class Member who has not validly opted-out of this action shall be deemed to have consented to the dismissal as against the Settling Defendant and the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
14. **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario by any Ontario Settlement Class Member who has not validly opted-out of this

action shall be and is hereby dismissed against the Settling Defendant and the Releasees, without costs and with prejudice.

15. **THIS COURT ORDERS** that paragraphs 1, 5, 6, 7 and 8 of this Order, the certification of this action against the Settling Defendant for settlement purposes and the definitions of the Ontario Settlement Class, Class Period and Common Issue, and any reasons given by the Court in connection with paragraphs 1, 5, 6, 7, and 8 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing action and, without limiting 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 this action, as against the Non-Settling Defendants.
16. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

Date:

January 29, 2017



The Honourable Justice Leitch

