



No. VLC-S-S-205424
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**YONAH DWOR, DEREK GEE AND CHON-KIN BENJAMIN
CHU**

Plaintiffs

AND:

**CAR2GL CANADA LTD., CAR2GO N.A. LLC, CAR2GO N.A. HOLDING INC., CAR2GO
DEUTSCHLAND GMBH, SHARE NOW GMBH, AND DAIMLER MOBILITY GMBH**

Defendants

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

ORDER MADE AFTER APPLICATION

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))	
BEFORE)	THE HONOURABLE JUSTICE CROSSIN)	20/Sep/2021
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))	

ON THE APPLICATION OF the Plaintiffs coming on for hearing at Vancouver, British Columbia (by way of Microsoft Teams) on September 17, 2021 and on hearing counsel for the Plaintiffs, Mathew P. Good, Kevin McLaren, Alexia Majidi, and Simon Lin, and counsel for the Defendants Andrew Borrell and Alexandra Mitretodis;

AND ON HEARING the parties' submissions and noting the parties' consent to the terms of the application, and judgment being reserved to this date;

BY CONSENT THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as **Schedule "A"** to this Order.
2. The Plaintiffs' application to certify this action as a class proceeding pursuant to section 4 of the *Class Proceedings Act*, RSBC 1996, c 50 is hereby for settlement purposes.
3. The members of the class shall consist of:

All individuals residing in British Columbia, Alberta, Ontario and Quebec who purchased car-sharing services from car2go Canada Ltd. for personal, family or household purposes and paid

a Driver Protection Fee between June 1, 2015 and February 29, 2020 (the “Class” or “Class Members”).

4. Yonah Dwor, Derek Gee, and Chon-Kin Benjamin Chu are appointed as the representative plaintiffs for the Class.
5. The Class alleged that in their collection of a “Driver Protection Fee”, the Defendants breached consumer protection legislation, the common law of unjust enrichment, section 52 of the *Competition Act*, RSC 1985, c. C-34, and section 380(2) of the *Criminal Code*, RSC 1985, c C-46.
6. The relief sought by the Class was a declaration that the Defendants are jointly and severally liable to the Class Members, declaratory relief under consumer protection legislation, damages, restoration and/or restitution against each of the Defendants pursuant to the applicable consumer protection laws, punitive damages, pre-judgement interest, and post-judgement interest.
7. The following common issue is certified: “Was there a contractual basis for the Driver Protection Fees charged by car2go in Canada?”
8. Any Class Member resident in Canada who wishes to opt-out of the action must do so by sending a written completed opt-out form to Class Counsel on or before the date that is thirty (30) days from the date of first publication of Notice of Certification and Settlement Approval.
9. The Defendants expressly reserve their rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
10. The Settlement Agreement attached as **Schedule “A”** to this Order is fair, reasonable and in the best interests of the Class Members.
11. The Settlement Agreement attached as **Schedule “A”** to this Order is approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented in accordance with its term.
12. The Releasors, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims pursuant to the following terms:

In exchange for the settlement benefits and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against the Defendants and/or its directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Action which arise from or

relate to the Driver Protection Fee charged to Class Members during the Class Period.

The Plaintiffs and Class Members expressly agree that the Release in the Settlement Agreement is, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by the Settlement Agreement.

The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released in the Settlement Agreement.

In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Settlement Agreement. Nevertheless, it is the intention of the Plaintiffs and Class Members in executing the Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Action, except as otherwise stated in the Settlement Agreement.

Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.

Without in any way limiting its scope, and except to the extent otherwise specified in the Settlement Agreement, the Settlement Agreement covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under the Settlement upon the Class.

The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from the Settlement acknowledge that they have conducted sufficient independent investigation to enter into the Settlement Agreement and, by executing the Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity

representing the Released Parties, other than as set forth in the Settlement Agreement.

Nothing in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

Releasors hereby agree and acknowledge that the provisions of the Release in the Settlement Agreement together constitute an essential and material term of the Settlement Agreement and shall be included in the Order.

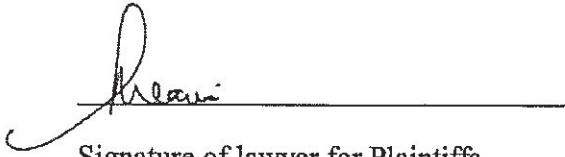
Without limiting any other provisions herein, each Class Member who does not opt-out will be deemed by the Settlement Agreement to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the litigation that is the subject of the Settlement Agreement.

The Parties agree that each Class Member who does not opt-out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, the Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

13. The Defendants will provide the Claims Administrator with the available names and contact information for car2go Canada Ltd. members during the Class Period and the total amount of gross and net Driver Protection Fees paid by each car2go Canada Ltd. customer during the Class Period.
14. The available car2go Canada Ltd. customer information provided by the Defendants to the Claims Administrator and Class Counsel shall be collected, used and retained pursuant to British Columbia, Alberta, Ontario and Quebec privacy laws for the purposes of administering the Settlement Agreement, disseminating notices, and evaluating Class Members' eligibility status under the Settlement Agreement and that the information shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court.
15. The method of disseminating the notices as provided for in the Settlement Agreement is approved.
16. The forms of the notices as attached at Schedules "A1" and "A2" to the Settlement Agreement are approved.
17. The Distribution Protocol attached at Schedule "C" to the Settlement Agreement is approved.
18. MNP LLP is appointed as Claims Administrator.

19. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce the Settlement Agreement.
20. The Parties may bring motions to the Court for directions as may be required.
21. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

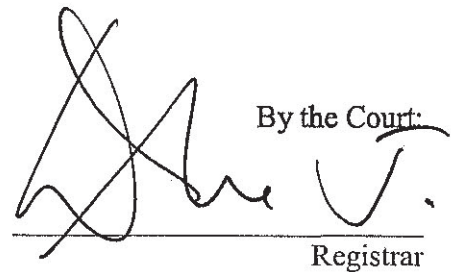
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for Plaintiffs
~~for~~: Mathew P. Good



Signature of lawyer for the Defendants
 Alexandra Mitretodis



By the Court:
 Registrar

Schedule "A"

SETTLEMENT AGREEMENT

Made as of September 6, 2021

YONAH DWOR, DEREK GEE AND CHON-KIN BENJAMIN CHU

and

**CAR2GO CANADA LTD., CAR2GO N.A. LLC, CAR2GO N.A. HOLDING INC.,
CAR2GO DEUTSCHLAND GMBH, SHARE NOW GMBH, AND DAIMLER MOBILITY
SERVICES GMBH**

(Supreme Court of British Columbia, File No. S-205424, Vancouver Registry)

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PREAMBLE

Yonah Dwor, Derek Gee, and Chon-Kin Benjamin Chu as proposed representative Plaintiffs in the Action, and the Defendants, car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH, hereby enter into this Settlement Agreement and Schedules providing for the settlement of claims arising in the Action, pursuant to the terms and conditions set forth herein, and subject to approval of the Court;

RECITALS

- A. WHEREAS, the Plaintiffs commenced the Action against the Defendants on May 22, 2020 as a proposed class proceeding pursuant to a Notice of Civil Claim advancing claims on behalf of all individuals residing in British Columbia, Alberta, Ontario and Quebec who purchased car-sharing services from car2go Canada Ltd. for personal, family or household purposes and paid a Driver Protection Fee between June 1, 2015 up to February 29, 2020 alleging that, in their collection of a Driver Protection Fee, the Defendants breached consumer protection legislation, the common law of unjust enrichment, section 52 of the *Competition Act*, RSC 1985, c. C-34, and section 380(2) of the *Criminal Code*, RSC 1985, c C-46;
- B. WHEREAS, the Action has not yet been certified;
- C. WHEREAS the Defendants other than car2go Canada Ltd. have contested the jurisdiction of the Court, and the Defendant car2go Canada Ltd. is no longer operating;
- D. WHEREAS, despite their belief that the allegations advanced in the Action are unfounded and that it has good and reasonable defences both to certification and on the merits, the Defendants have agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against them, individually or collectively, by the Plaintiffs in the Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

E. WHEREAS, the Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on their behalf or on behalf of their corporate successors or predecessors, either as alleged or at all;

F. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Action;

G. WHEREAS, Class Counsel and the Defendants, through counsel, have engaged in extensive, arm's-length negotiations, and attended a facilitated confidential mediation conducted with an experienced mediator, that have resulted in this Settlement Agreement;

H. 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, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Class Members;

I. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve the Action against the Defendants without admission of liability;

J. WHEREAS, the Defendants expressly reserve their rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the undersigned on behalf of the Plaintiffs, Class Members and the Defendants that all claims of Class Members shall be settled and that, on the Effective Date, Class Counsel shall enter and obtain a filed Consent Dismissal Order without costs in the Action dismissing all claims against the Defendants with like effect as if after a trial upon the merits subject to the Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement and the Parties shall consent to the Court Orders finally approving the settlement:

SECTION 1:
DEFINITIONS

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

- (1) *Action* means *Yonah Dwor, Derek Gee and Chon-Kin Benjamin Chu v. car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH* (Supreme Court of British Columbia, Action No. S-205424, Vancouver Registry).
- (2) *Administration Expenses* means all fees (excluding Class Counsel Fees), disbursements, expenses, costs, taxes, and any other amounts incurred or payable in relation to the implementation and operation of this Settlement Agreement, including the costs of notices and claims administration.
- (3) *Claims Administrator* means the entity appointed by the Court to administer this Settlement Agreement, and any employees of such entity.
- (4) *Class Counsel* means Mathew P Good Law Corporation, Evolink Law and Hammerco Lawyers LLP.
- (5) *Class Counsel Fees* include the fees of Class Counsel for the prosecution of the Action, as well as taxes and disbursements, as outlined in Section 8. Class Counsel Fees are subject to approval of the Court on application by Class Counsel.
- (6) *Class Members* means all individuals residing in British Columbia, Alberta, Ontario and Quebec who purchased car-sharing services from car2go Canada Ltd. for personal, family or household purposes and paid a Driver Protection Fee during the Class Period.
- (7) *Class Period* means June 1, 2015 to February 29, 2020.
- (8) *Court* means the Supreme Court of British Columbia.
- (9) *Cy Près Donation* means any amounts to be paid to the Law Foundation of British Columbia by the Defendants.

- (10) ***Defence Counsel*** means Fasken Martineau DuMoulin LLP.
- (11) ***Defendants*** means car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH.
- (12) ***Distribution Protocol*** means the protocol that governs the claims for distribution from the Settlement Amount and the administration and claims process developed to do so.
- (13) ***Driver Protection Fee*** means a charge of CAD \$1 per trip plus taxes charged to Class Members.
- (14) ***Effective Date*** means the date when the Order becomes a Final Order.
- (15) ***Final Order*** means the final judgment or final approval order entered by the Court in respect of the approval of this Settlement Agreement, and implementing it 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 orders or judgments upon a final disposition of all appeals.
- (16) ***Notice of Certification and Settlement Approval*** means the form of notice as approved by the Court to inform Class Members of: (1) certification of the Action in accordance with section 19 of the *Class Proceedings Act*, RSBC 1996, c 50; and (2) the approval of this Settlement Agreement.
- (17) ***Notice of Claims Process and Distribution of the Settlement Amount*** means the form of notice as approved by the Court to inform Class members of how to make claims for distribution from the Settlement Amount.
- (18) ***Opt-Out*** means a Class Member who has submitted a valid written election to opt-out of the Action by the Opt-Out Date.
- (19) ***Opt-Out Date*** means thirty (30) days from the first publication of Notice of Certification and Settlement Approval

- (20) ***Order*** means the order issued by the Court to: (1) approve the Settlement Agreement; (2) approve the Claims and Distribution Protocol and (3) approve the appointment of the Claims Administrator.
- (21) ***Parties*** means the Plaintiffs, Class Members, and the Defendants.
- (22) ***Plaintiffs*** means Yonah Dwor, Derek Gee, and Chon-Kin Benjamin Chu.
- (23) ***Released Claims*** means the claims as released in accordance with Section 7.1 of this Settlement Agreement.
- (24) ***Released Parties*** means the Defendants and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, shareholders, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and representatives. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Released Parties includes all persons/entities/organizations described above, even if not referenced by name in this Settlement Agreement.
- (25) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs, Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor, and related companies.
- (26) ***Settlement Amount*** is CAD \$1,000,000, which is the maximum amount of money the Defendants will pay to effectuate the Settlement, inclusive of Class Counsel Fees, taxes and disbursements, any distributed amounts to Class Members, any Cy Près Donation, and Administration Expenses.
- (27) ***Settlement Agreement*** or ***Settlement*** means this agreement, including the Recitals and Schedules.

SECTION 2:
CONDITION PRECEDENT - COURT APPROVAL

2.1 Court Approval

Subject to Sections 6.1 and 6.2, this Settlement Agreement shall be null and void and of no force or effect unless the Court approves this Settlement Agreement, the order contemplated herein has become a Final Order and the Effective Date has occurred.

SECTION 3:
SETTLEMENT APPROVAL

3.1 Best Efforts

The Parties will use their best efforts to: (1) recommend approval of this Settlement Agreement to the Court; (2) obtain approval of this Settlement Agreement and to carry out its terms; (3) support the Settlement contemplated by this Settlement Agreement in all public statements; (4) effectuate the final dismissal with prejudice of the Action as against the Defendants, subject to the Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement; and (5) cooperate in facilitating administration and distribution of the Settlement Agreement

3.2 Notices Required

The Plaintiffs and the Class Members in the Action shall be given the following notices: (1) Notice of Certification and Settlement Approval; (2) Claims Process and Distribution of the Settlement Amount; and (3) termination of this Settlement Agreement if it is properly terminated pursuant to Sections 6.1 and 6.2 or as otherwise ordered by the Court.

3.3 Forms of Notice

- (a) The Notice of Certification and Settlement Approval shall be substantially in the form attached hereto as **Schedule "A1"** and shall include the procedure for opting out of the Action.

- (b) The Notice of Claims Process and Distribution of the Settlement Amount shall be substantially in the form attached hereto as Schedule “A2”.

3.4 Method of Disseminating Notices

- (a) The notices required shall be disseminated by direct email to all Class Members who registered for car2go Canada Ltd. services.
- (b) Class Counsel shall also publish the notices on their respective websites.
- (c) The Parties will cooperate in the preparation of any written or verbal communications in relation to the Settlement Agreement or the Action.

3.5 Notice Costs

All notice costs shall come out of the Settlement Amount, except for internal costs incurred by the Parties.

3.6 Motion for Approvals

- (a) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring a motion for the Order.
- (a) Class Counsel will provide the necessary affidavit evidence to support the Court’s approval of the Settlement Agreement.
- (b) The Order shall, among other things:
 - (i) certify the Action for settlement purposes on consent of the Parties, subject to the terms and conditions of this Settlement Agreement, including the Defendants’ express reservation of rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings; and
 - (ii) approve the Notice of Certification and Settlement Approval;

- (iii) approve the Notice of Claims Process and Distribution of the Settlement Amount;
- (iv) approve the Settlement in respect of Class Members (other than those who opt-out of the Settlement) on the terms and conditions of this Settlement Agreement;
- (v) declare that the Settlement is fair, reasonable and in the best interests of the Class Members;
- (vi) order and declare that the Releasors have fully and finally released the Released Parties from the Released Claims;
- (vii) order that the Defendants provide the Claims Administrator with the available names and contact information for car2go Canada Ltd. members during the Class Period and the total amount of gross and net Driver Protection Fees paid by each car2go Canada Ltd. customer during the Class Period;
- (viii) order that the available car2go Canada Ltd. customer information provided by the Defendants to Claims Administrator and Class Counsel shall be collected, used and retained pursuant to British Columbia, Alberta, Ontario and Quebec privacy laws for the purposes of administering the Settlement Agreement, disseminating notices, and evaluating Class Members' eligibility status under the Settlement Agreement and that the information shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court;
- (ix) approve the Distribution Protocol;
- (x) approve the appointment of the Claims Administrator;
- (xi) reserve the Court's continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and

- (xii) authorize the Parties to bring such motions to the Court for directions as may be required.
- (c) The form of the Order shall be substantially in the form attached hereto as **Schedule “B”**.
- (d) This Settlement Agreement shall only become final on the Effective Date.

SECTION 4:
DISTRIBUTION OF SETTLEMENT AMOUNT

4.1 Distribution Protocol

The Settlement Amount will be distributed pursuant to the Claims Process and Distribution Protocol attached here to as **Schedule “C”**.

4.2 Payment of Settlement Amount

- (a) Within thirty (30) days after the Order becomes a Final Order, the Defendants shall transfer the Settlement Amount as directed by Class Counsel so long as the direction is consistent with the Court’s approval of Class Counsel Fees.
- (b) In no event shall the total value of any payments by the Defendants exceed CAD \$1,000,000.

SECTION 5:
DISCLOSURES

5.1 Disclosures of Class Member Information

- (a) Class Counsel will apply for an order pursuant to Section 3.6 that the Defendants provide the Claims Administrator with the available names and contact information for car2go Canada Ltd. members during the Class Period and the total amount of gross and net Driver Protection Fees paid by each car2go Canada Ltd. customer during the Class Period via secure Mimecast link for the purposes of

administering the Settlement Agreement, disseminating notices and evaluating Class Members' eligibility status under the Settlement Agreement.

- (b) Class Counsel will also apply for an order pursuant to Section 3.6 that the information provided by the Defendants to Class Counsel and the Claims Administrator shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court.
- (c) The Defendants shall have no liability in connection with the quality, completeness and accuracy of the available customer data they provide to Class Counsel and the Claims Administrator.
- (d) In the event of termination of this Settlement Agreement, the Class Counsel and the Claims Administrator shall delete all car2go Canada Ltd. customer data provided by the Defendants.

SECTION 6:

TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

- (a) The Plaintiffs and/or the Defendants have the right to terminate this Settlement Agreement in the event that:
 - (i) the Court declines to approve this Settlement Agreement or any material part hereof;
 - (ii) the Court approves this Settlement Agreement in a materially modified form other than as amended by the Parties; or
 - (iii) the Order does not become a Final Order.
- (b) If the Plaintiffs or the Defendants elect to terminate the Settlement Agreement, a written notice of termination shall be provided. Upon delivery of such written notice, this Settlement Agreement shall be terminated and 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.

- (c) Any order, ruling or determination made by the Court with respect to Class Counsel's fees and disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

6.2 Effect of Termination

- (a) In the event of termination of this Settlement Agreement, all Parties shall be restored to their respective positions in and with respect to the Action immediately prior to the date on which this Settlement Agreement is signed by all Parties.
- (b) All negotiations, statements, and proceedings relating to the Settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed.
- (c) The Plaintiffs, Class Counsel, the Defendants, and Defence Counsel expressly acknowledge that they will not, in any way whatsoever, use the fact or existence of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of the Defendants or the Plaintiff.

6.3 Survival of Provisions After Any Termination

If this Settlement Agreement is terminated, the provisions of this Settlement Agreement will have no force or effect and all obligations related thereto shall cease immediately.

SECTION 7:

RELEASES AND DISMISSALS

7.1 Release of Released Parties

The Parties agree to the following release which shall be included in the Order and which shall take effect upon the date the Court's approval of the Settlement Agreement becomes a Final Order.

- (a) In exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against the Defendants and/or their directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Action which arise from or relate to the Driver Protection Fee charged to Class Members during the Class Period.
- (b) The Plaintiffs and Class Members expressly agree that this Release and the Order is, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.
- (c) The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.
- (d) In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs and Class Members in executing this Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or

currently asserted in any action or proceeding) with respect to the subject matter of the Action, except as otherwise stated in this Settlement Agreement.

- (e) Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.
- (f) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class.
- (g) The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from this Settlement acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- (h) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

- (i) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Order.
- (j) Without limiting any other provisions herein, each Class Member who does not opt-out will be deemed by the Settlement Agreement to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the litigation that is the subject of this Settlement Agreement.
- (k) The Parties agree that each Class Member who does not opt-out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, the Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

7.2 Dismissal of Proceedings

Upon the date of the approval of the Settlement Agreement becomes a Final Order, the Action shall be dismissed with prejudice and without costs as against the Defendants. Class Members shall be deemed to consent to the dismissal of the Action, with prejudice and without costs as against the Defendants.

SECTION 8:

CLASS COUNSEL FEES, DISBURSEMENTS AND APPLICABLE TAXES

8.1 Motion for Approval

- (a) Class Counsel will bring applications to the Court for approval of Class Counsel Fees, disbursements and any applicable taxes, and any honouraria for the

Plaintiffs. Class Counsel Fees are awarded at the discretion of the Court after hearing from Class Counsel. The Defendants will not take a position, object to or make any submissions on the Class Counsel Fees, disbursements or any honouraria requests.

- (b) The approval of this Settlement shall not be contingent upon the approval of Class Counsel Fees, disbursements or any honouraria requests.

8.2 Payment of Class Counsel Fees

- (a) Class Counsel Fees shall be paid by the Defendants out of the total Settlement Amount.
- (b) Class Counsel shall be responsible for directing the payment of Class Counsel Fees. The Defendants shall have no liability in connection with the direction, transfer, and distribution of the Class Counsel Fees among Class Counsel, or otherwise.
- (c) Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be solely responsible for the legal fees and expenses of such lawyers.

SECTION 9:

NO ADMISSION OF LIABILITY

9.1 No Admission of Liability

The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, 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 the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Action, or in any other pleading filed by the Plaintiffs or the Defendants.

9.2 No Evidence

The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

SECTION 10: MISCELLANEOUS

10.1 Motions for Directions

- (a) Class Counsel, Defence Counsel, or the Claims Administrator may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement.
- (b) All motions contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the Parties.

10.2 Released Parties Have No Liability for Administration

The Released Parties, the Plaintiffs and Class Counsel have no liability whatsoever with respect to the administration of the Settlement Agreement.

10.3 Computation of Time

- (a) Where there is a reference to a number of days between two events, the number of days 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.
- (b) Only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

10.4 Ongoing Jurisdiction

The Court shall retain exclusive jurisdiction over the Action commenced British Columbia, the Parties thereto and the Class Counsel Fees in the Action.

10.5 Governing Law

Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

10.6 Entire Agreement

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

10.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

10.8 Binding Effect

Once the Settlement attains the Effective Date, this Settlement Agreement shall be binding upon, and inure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasers, the Released Parties, Class Counsel, Defence Counsel and the Claims Administrator.

10.9 Counterparts

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 signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement

Agreement may be delivered and is fully enforceable in either original, emailed, or other electronic form provided that it is duly executed.

10.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, 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 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.

10.11 Dates

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.

10.12 Language

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.**

10.13 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

10.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

10.15 Acknowledgments

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 the 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 the 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 with respect to the first Party's decision to execute this Settlement Agreement.

10.16 Authorized Signatories

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.

10.17 Notice

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 PLAINTIFFS AND FOR CLASS COUNSEL:

Hammerco Lawyers LLP
400-2233 Columbia Street
Vancouver, BC V5Y 0M6

Kevin McLaren
Phone: (604) 269 8500
Email: kmclaren@hammerco.ca
With a copy to mat@godbarrister.com

FOR THE DEFENDANT AND DEFENCE COUNSEL:

Fasken Martineau DuMoulin LLP

2900 - 550 Burrard Street
Vancouver, BC V6C 0A3

Andrew Borrell

Alexandra Mitretodis

Telephone: (604) 631 3131

Email: aborrell@fasken.com

Email: amitretodis@fasken.com

10.18 Date of Execution

The Parties have executed this Agreement as of the date on the cover page.

**YONAH DWOR, DEREK GEE, AND
CHON-KIN BENJAMIN**

Signature of Authorized Signatory:

Name of Authorized Signatory:



Kevin J. McLaren

Class Counsel

**CAR2GO CANADA LTD., CAR2GO
N.A. LLC, CAR2GO N.A. HOLDING
INC., CAR2GO DEUTSCHLAND
GMBH, SHARE NOW GMBH, AND
DAIMLER MOBILITY SERVICES
GMBH**

Signature of Authorized Signatory:

Name of Authorized Signatory:



Andrew Borrell

Fasken Martineau DuMoulin LLP
Defence Counsel

Schedule "A1"

CAR2GO CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All individuals residing in British Columbia, Alberta, Ontario and Quebec who purchased car-sharing services from car2go Canada Ltd. for personal, family or household purposes and paid a Driver Protection Fee between June 1, 2015 and February 29, 2020 ("**Class Members**").

I. Nature of the Class Action

On May 22, 2020, a proposed class action was commenced against car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH (collectively referred to as the "**Defendants**") in the Supreme Court of British Columbia, *Yonah Dwor, Derek Gee and Chon-Kin Benjamin Chu v. car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH* (Supreme Court of British Columbia, Action No. S-205424, Vancouver Registry) (the "**Action**").

The Action was brought on behalf of Class Members alleging that in their collection of a "Driver Protection Fee", the Defendants breached consumer protection legislation, the common law of unjust enrichment, section 52 of the *Competition Act*, RSC 1985, c. C-34, and section 380(2) of the *Criminal Code*, RSC 1985, c C-46.

II. Settlement

The parties have reached a settlement of the Action, without an admission of liability on the part of the Defendants which has been approved by the Supreme Court of British Columbia ("**Settlement**" or "**Settlement Agreement**").

The Defendants are obliged to fund up to CAD \$1,000,000 to effectuate the settlement, inclusive of class counsel fees, taxes and disbursements, and distributed amounts to Class Members, any cy près donation, and administration and notice expenses. For more information about how to submit a claim, please visit ♦.

On ♦, 2021, the Honourable Mr. Justice Crossin of the Supreme Court of British Columbia certified the action by consent order and approved the settlement agreement as being fair, reasonable and in the best interests of class members. He also approved Class Counsel fees of ♦, disbursements of ♦, and an honourarium to the representative plaintiffs of ♦.

This Settlement resolves the Action for all Class Members as against the Defendants. A full release of all claims in the Action has been granted to the Defendants. This Settlement represents a resolution of disputed claims and the Defendants do not admit any wrongdoing or liability.

If you do not wish to participate in and be bound by the terms of the Settlement, you must complete an Opt-Out Form by the Opt-Out Deadline pursuant to the opt-out procedure set out in Section IV below.

III. Distribution of Settlement Amount

The Settlement Amount will be distributed to Class Members according to the Distribution Protocol available at ♦.

IV. Opt-Out Procedure

If you do not want to participate in the Action, you must complete and send an Opt-Out Form by ♦ (the “**Opt-Out Deadline**”) to the Class Counsel at the addresses above.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against the Defendants, but you will not be entitled to participate in the Settlement.

Opt-Out Forms are available at ♦ or by contacting Class Counsel at the contact information provided above. All Class Members will be bound by the terms of the Settlement, unless they opt-out of the Class Action.

V. Questions about the Settlement

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below. The law firms Good Barrister, Evolink Law, and Hammerco Lawyers represent Class Members in the Action. They can be reached at:

Hammerco Lawyers
400-2233 Columbia Street
Vancouver, BC V5Y 0M6
Email: [contact email]@hammerco.ca

VI. 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 to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

VII. Additional Information

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Action. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Action. Its sole purpose is to inform you of the Action so that you may decide what steps to take in relation to it.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

**THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF
BRITISH COLUMBIA**

Schedule "A2"

CAR2GO CLASS ACTION

NOTICE OF CLAIMS PROCESS AND DISTRIBUTION OF THE SETTLEMENT
AMOUNT

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All individuals residing in British Columbia, Alberta, Ontario and Quebec who purchased car-sharing services from car2go Canada Ltd. for personal, family or household purposes and paid at least CAD \$10.00 in Driver Protection Fees between March 25, 2017 (for residents of Quebec) and March 25, 2018 (for residents of British Columbia, Alberta or Ontario) to February 29, 2020 (the "Claims Period").

("Eligible Class Members")

I. Nature of the Class Action

On May 22, 2020, a proposed class action was commenced against car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH (collectively referred to as the "**Defendants**") in the Supreme Court of British Columbia, *Yonah Dwor, Derek Gee and Chon-Kin Benjamin Chu v. car2go Canada Ltd., car2go N.A. LLC, car2go N.A. Holding Inc., car2go Deutschland GmbH, Share Now GmbH, and Daimler Mobility Services GmbH* (Supreme Court of British Columbia, Action No. S-205424, Vancouver Registry) (the "**Action**").

The Action was brought on behalf of Class Members alleging that in their collection of a "Driver Protection Fee", the Defendants breached consumer protection legislation, the common law of unjust enrichment, section 52 of the *Competition Act*, RSC 1985, c. C-34, and section 380(2) of the *Criminal Code*, RSC 1985, c C-46.

II. Settlement

The parties have reached a settlement of the Action, without an admission of liability on the part of the Defendants which has been approved by the Supreme Court of British Columbia ("**Settlement**" or "**Settlement Agreement**").

The Defendants are obliged to fund up to CAD \$1,000,000 to effectuate the settlement, inclusive of class counsel fees, taxes and disbursements, and distributed amounts to Class Members, any cy près donation, and administration and notice expenses. For more information about how to submit a claim, please visit ♦.

On ♦, 2021, the Honourable Mr. Justice Crossin of the Supreme Court of British Columbia certified the action by consent order and approved the settlement agreement as being fair, reasonable and in the best interests of class members. He also approved Class Counsel fees of ♦, disbursements of ♦, and an honourarium to the representative plaintiffs of ♦.

This Settlement resolves the Action for all Class Members as against the Defendants. A full release of all claims in the Action has been granted to the Defendants. This Settlement represents a resolution of disputed claims and the Defendants do not admit any wrongdoing or liability.

III. Distribution of Settlement Amount

The Settlement Amount will be distributed to Class Members eligible Class Members who submit a claim according to the Distribution Protocol available at ♦. Class Members who paid more than CAD \$10.00 in Driver Protection Fees during the period from March 25, 2017 (in Quebec) and March 25, 2018 (in British Columbia, Alberta, or Ontario) to February 29, 2020 who make a claim will be eligible to receive a pro rata payment based on the amount of Fees they paid and the number of claims made.

IV. Submitting a Claim

To qualify for a cash payment, you must submit a completed claim form to the Claims Administrator online at: ♦.

Your claim form must confirm your email address.

The right to make a claim for cash payment is not assignable or transferable and cannot be claimed by anyone other than the claimant.

Your claim's form must be submitted by ♦.

The Claims Administrator will confirm that the claimant is an Eligible Class Member by checking their identity against the database provided by the Defendants. The Claims Administrator will then confirm the amount of Driver Protection Fees paid by the claimant during the Claims Period by checking the database provided by the Defendants.

Each claimant who is an Eligible Class Member will receive a pro rata share of the Driver Protection Fees paid by them during the Claims Period based on the total amount of valid claims made by Eligible Class Members during the Claims Period. No claimant will receive more than the total amount of Driver Protection Fees they paid during the Claims Period.

The Claims Administrator shall review the claims forms by ♦ to either approve or reject claims.

The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal.

V. Issuing Cash Payments

The Claims Administrator will send an email with an Interact e-transfer for the amount of any cash payments to each claimant whose claim is approved to the email address provided by each claimant within thirty (30) days following the claims deadline.

VI. Questions about the Settlement

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online,

please contact the appropriate Class Counsel identified below. The law firms Good Barrister, Evolink Law, and Hammerco Lawyers represent Class Members in the Action. They can be reached at:

Hammerco Lawyers
400-2233 Columbia Street
Vancouver, BC V5Y 0M6

Email: [contact email]@hammerco.ca

VI. 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 to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

VII. Additional Information

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Action. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Action. Its sole purpose is to inform you of the Action so that you may decide what steps to take in relation to it.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

<p>THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA</p>
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Schedule "C"
Distribution Protocol

Part 1: General Principles

1. The definitions in the Settlement Agreement apply to and are incorporated into this Distribution Protocol.
2. This Distribution Protocol is prepared in accordance with Section 4 of the Settlement Agreement.
3. After payment of Class Counsel Fees, disbursements and applicable taxes, and any honouraria, the balance of the funds (the "**Settlement Funds**") will be held in a trust account by Hammerco Lawyers LLP or its successor.
4. The Settlement Funds will be available to pay approved claims, in accordance with Part 2 of this Distribution Protocol.
5. No additional contributions will be made to the Settlement Funds from any source.
6. Compensation will be paid to Class Members who file a valid claim approved in accordance with the claims process established in Part 2 of this Distribution Protocol.
7. This Distribution Protocol will be administered by MNP Ltd. ("**Claims Administrator**") in accordance with its terms, prioritising the goals of efficiency and compensation for eligible claims. After payment of Class Counsel Fees, disbursements and applicable taxes, and any honouraria, the balance of the Settlement Funds will be transferred to the Administrator to pay claims and the Claims Administrator's expenses.
8. Class Counsel and Defence Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the claims process. Class Counsel and Defence Counsel, may, upon agreement and in consultation with the Claims Administrator, modify provisions of this Distribution Protocol, including any time limits or deadlines, during the claims process to enhance the efficacy of the claims process if they consider it necessary and reasonable for the fair administration of the Settlement Agreement.

Part 2: Claims Process

9. Eligibility to make a claim will be as follows:

Any Class Member who paid at least CAD \$10.00 of Driver Protection Fees during the following claims period:

March 25, 2017 (for residents of Quebec) and March 25, 2018 (for residents of British Columbia, Alberta or Ontario) to February 29, 2020 ("**Claims Period**")

("Eligible Class Members")

10. The notices will be sent by the Claims Administrator to Class Members to the email address on file with the Defendants.
11. After the Opt-Out date, Eligible Class Members will receive the Notice of Claims Process and Distribution of the Settlement Amount to the email address on file with the Defendants. Only Eligible Class Members will receive the Notice of Claims Process and Distribution of the Settlement Amount.
12. Upon receipt of the Notice of Claims Process and Distribution of the Settlement Amount, any Eligible Class Member who wishes to make a claim must follow the prompts in the Notice of Claims Process and Distribution of the Settlement Amount to make a claim, substantially as follows:
- Click on the "Make A Claim" link in the Notice of Claims Process and Distribution of the Settlement Amount;
 - Confirm the email address of the claimant on file with the Defendants.
13. All claims must be received by the Claims Administrator by no later than three (3) months from the date that the Notice of Claims Process and Distribution of the Settlement Amount is disseminated (the "**Claims Deadline**").
14. The Claims Administrator will review and administer all valid claims within sixty (60) days after the Claims Deadline.
15. The Claims Administrator will review and pay out claims to Eligible Class Members substantially as follows (the "**Distribution**"):
- confirm that the claimant is an Eligible Class Member by checking their identity against the database provided by the Defendants;
 - confirm the amount of Driver Protection Fees paid by the claimant during the Claims Period by checking the database provided by the Defendants;

- c. each claimant who is an Eligible Class Member will receive a pro rata share of the Driver Protection Fees paid by them during the Claims Period based on the total amount of valid claims made by Eligible Class Members during the Claims Period;
 - d. no claimant will receive more than the total amount of Driver Protection Fees they paid during the Claims Period;
 - e. payment will be made to Eligible Class Members by way of Interac e-transfer only to the email addresses on file with the Defendants.
16. Where claims are duplicative or otherwise invalid, the Claims Administrator shall reject those claims.
17. The Claims Administrator's decision concerning the validity of any particular Claim shall be final and binding. There shall be no right of appeal. Neither the Parties nor the Claims Administrator will be liable for any decisions or actions taken under the Distribution Protocol.
18. Following the Distribution, Class Counsel, or the Claims Administrator acting at their direction, will disburse any remaining Settlement Funds to the Law Foundation of British Columbia.
19. Following the Distribution, Class Counsel shall send a reporting letter to the Case Management Judge setting out the claims made, amounts paid out, and any other matters relevant to the Distribution Protocol process.

Part 3: The Claims Administrator's Duties and Responsibilities

20. The Claims Administrator shall administer the claims process and distribution in accordance with this Distribution Protocol and with the provisions of any orders of the Court and the Settlement Agreement under the oversight of Class Counsel and Defence Counsel and the ongoing authority and supervision of the Court.
21. The Claims Administrator shall send periodic invoices to Class Counsel and Defence Counsel for the costs of the claims administration under this Settlement Agreement to be paid out of the Settlement Funds. If one of the parties believe the amount charged on any invoice is unreasonably excessive, the party may submit their objections to the Court for resolution and need not pay the disputed amount until the Court has resolved the objections.
22. The Claims Administrator's duties and responsibilities shall include the following:
- a. establishing a claims process including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating claims;
 - b. employing secure, web-based systems with electronic registration and record keeping wherever possible;

- c. providing professional and timely support and assistance to Class Members applying for compensation;
 - d. providing efficient and timely adjudication of all claims made in accordance with industry standards;
 - e. providing timely payment of all valid claims;
 - f. providing complete and timely reporting to Class Counsel and Defence Counsel in respect of all aspects of the claims process;
 - g. being bilingual in all respects;
 - h. providing notices to Class Members as required under the Settlement Agreement;
 - i. receiving and maintaining the available names and contact information for car2go Canada Ltd. members during the Class Period and the total amount of gross and net Driver Protection Fees paid by each car2go Canada Ltd. customer during the Class Period via secure Mimecast link, pursuant to Section 5 of the Settlement Agreement;
 - j. maintain the Claims information so as to permit Class Counsel and Defence Counsel to audit the claims administration as they may determine, or if ordered by the Court;
 - k. fulfilling any obligations to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Settlement Funds.
23. The available car2go Canada Ltd. customer information provided by the Defendants to the Claims Administrator shall be collected, used and retained pursuant to British Columbia, Alberta, Ontario and Quebec privacy laws for the purposes of administering the Settlement Agreement, disseminating notices, and evaluating Class Members' eligibility status under the Settlement Agreement. The information shall be treated as private and confidential and shall not be disclosed except in accordance with the Settlement Agreement and orders of the Court.