

THIS COURT ORDERS that:

1. The settlement agreement attached hereto as Schedule A (the "Settlement Agreement") is reasonable, fair and in the best interest of the Class (as defined in paragraph 2 of this Court's Order dated January 12, 2005) and is hereby approved.
2. The terms of the Settlement Agreement are hereby incorporated as part of this Order and, this Action is dismissed without costs on the basis that the said dismissal shall be for all purposes of the same force and effect as if a Judgment dismissing the Action had been pronounced after a determination of the common issues and a trial of the Action on the merits.
3. For the purposes of this Order, those Class members who were residents of the province of British Columbia at the time of certification of this matter as a class proceeding, who have opted out of the Action pursuant to the terms of earlier orders of this Court are referred to herein as the "BC Opt-Outs". Those Class members who were not residents of the province of British Columbia at the time of certification of this matter as a class proceeding, who did not opt into the Action pursuant to the terms of earlier orders of this Court are referred to herein as the "Non-BC Failure to Opt Ins".
4. A list of the BC Opt-Outs is attached hereto as Schedule B1 and a list of the out of province members known to have opted into the Class is attached hereto as Schedule B2.
5. All claims by members of the Class except the BC Opt-Outs and the Non-BC Failure to Opt Ins are finally and absolutely extinguished. Further, all such members of the Class are precluded:

- (a) from proceeding with this Action or from making any further claim or instituting any further court actions or other types of proceedings against the Defendants in connection with or arising from the common issues certified for determination in this Action or in relation to the administration of the Settlement Agreement and distribution of the Settlement Amount; and
- (b) from seeking to recover from any other person or entity any portion of the losses claimed in this proceeding by the Class, or any member of the Class, in any other current or future court action or any other type of proceeding.

6. The Settlement Amount shall be paid by the Defendants, in the amounts set out in the Settlement Agreement attached hereto as Schedule A, on or before December 1, 2008, to a Trust Company nominated by TevlinGleadle Employment Law, solicitors for the plaintiff class, and the Settlement Amount will be paid by the Trust Company upon instructions from class counsel in accordance with this Order.

7. The Settlement Amount (as defined in the Settlement Agreement) shall be distributed amongst members of the Class who were, as at October 1, 2001, members of the Western Star Pension Plan for Non-Bargaining Employees, including pensioners, deferred vested pension plan members, immediate and deferred annuity recipients, or active employees with accrued pension benefits (the "Distribution Group"). No part of the Settlement Fund will be distributed to members of the Class who ceased to have an interest in the Western Star Pension Plan for Non-Bargaining Employees or any of its predecessor plans on or before September 30, 2001.

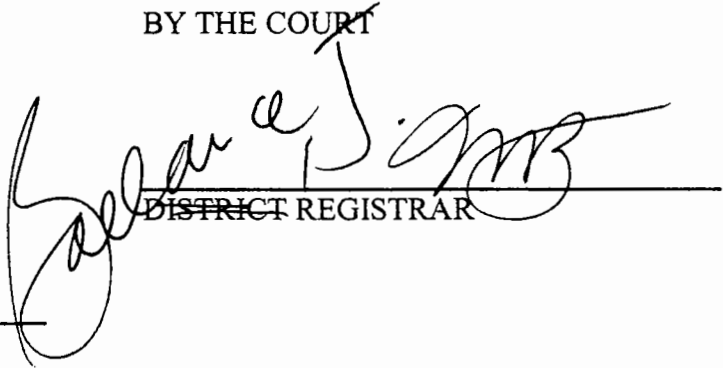
8. Subject to deductions for withholding taxes or other deductions required by law (as required and approved by the Defendant Freightliner) and the payment of fees and administrative expenses as set out in paragraphs 9-11 below, members of the Distribution Group shall share in the Settlement Amount on the basis set out in the plan of distribution recommended by class counsel, attached hereto as Schedule C, which plan is hereby approved.

9. The fee agreement made between the representative plaintiffs and class counsel, dated January 7, 2005 is approved. Class counsel shall be entitled to fees in the amount of \$1,150,000, disbursements in the amount of \$40,471.23 and all applicable taxes on said amounts, to be deducted from the Settlement Amount.

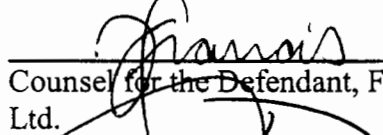
10. The representative plaintiff Peter Gregg shall be entitled to fees in the amount of \$65,520, disbursements in the amount of \$7,237.99 and all applicable taxes on said amounts, to be deducted from the Settlement Amount.

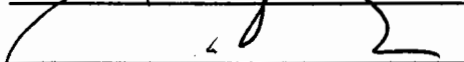
11. Class counsel shall be entitled to pay all actuarial costs of determining individual entitlement of Class members to the Settlement Amount and the disbursements incurred to distribute the Settlement Amount to Class members from the Settlement Amount.

BY THE COURT


DISTRICT REGISTRAR

CONSENTED TO: 
Counsel for the Plaintiffs


Counsel for the Defendant, Freightliner Ltd.


Counsel for the Defendant, The Canada Trust Company and CIBC Mellon Trust Company

Schedule A

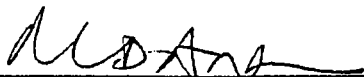
SETTLEMENT AGREEMENT

WHEREAS a class proceeding has been commenced in the Supreme Court of British Columbia under Action No. L021149 (the "Pension Action") in relation to the operation of the Western Star Trucks Inc. Pension Plan for Non-Bargaining Employees and its predecessor plans (the "Pension Plan") on behalf of a class of persons described in paragraph 2 of a Certification Order dated January 12, 2005 (the "Plaintiff Class").

AND WHEREAS the Plaintiff Class and the defendants have agreed to settle the Pension Action and all other claims or disputes arising from or in connection with the Pension Plan on the terms and conditions set out herein.

1. The defendants, in full and final settlement of all claims including those raised in the Pension Action and any other claims arising from or in connection with the Pension Plan agree to pay the following amounts:
 - (a) \$5,625,000 from the defendant Freightliner Ltd.; and
 - (b) \$125,000 from the defendants The Canada Trust Company and CIBC Mellon Trust Company less any withholding taxes or other deductions required by law (the "Settlement Amount").
2. The Settlement Amount is all inclusive.
3. The Settlement Amount will be paid to the persons and in the manner determined by the plaintiffs' counsel and their clients, as approved by the Court or in the absence of determination by plaintiffs' counsel and their client, as determined by the Court.
4. The parties agree that a dismissal of the Pension Action will be entered without costs to any party on the basis that said dismissal shall be for all purposes of the same force and effect as if a judgment dismissing the Pension Action had been pronounced after a determination of the common issues and a trial of the action on the merits and in a form reasonably satisfactory to counsel.
5. This Agreement is binding on all members of the class who have not opted out of the class pursuant to earlier orders of the Court.
6. This Agreement is subject to court approval pursuant to the *Class Proceeding Act*.

Agreed to this 17th day of July, 2008.



Mark Andrews, counsel for the defendant
Freightliner Ltd.



Dan Gleadle, counsel for the Plaintiff Class



Craig Ferris, counsel for the defendants CIBC
Mellon Trust Company and Canada Trust
Company

Schedule B1

Opt Out Notice List

- 1. Guiseppina Allard**
- 2. Julie Martin**
- 3. Brian Steward**
- 4. Robert Dantzer**

Schedule B2

Non-BC Resident Opt Ins to Pension Action

	Last Name	First Name	Middle Name
1.	Allard	Donald	James
2.	Anweiler	Joanne	
3.	Arychuk	Harvey	
4.	Benham	George	
5.	Billy	Dean	Miles (Deceased)
6.	Blurton	Delta	Dawn Karnes
7.	Bond	Michael	Dennis
8.	Boucher	Andre	
9.	Bowe	Robert	
10.	Brown	Cherry	V.
11.	Caldarone	Nicola	
12.	Callum	Martin	
13.	Carmichael	Gilles	
14.	Clark	Andrew	Gordon
15.	Connors	Gordon	Ernest
16.	Couture	Adrien	
17.	Curtis	Pauline	
18.	Curtis	John	E.
19.	Delabarre	Roger	
20.	Diamanti	Miguel	
21.	Dineen	Sean	Michael
22.	Dixon	Linda	S.
23.	Dudych (Dineen)	Deneen	
24.	Duggan	Michael	
25.	Enman	Carmen	D.
26.	Fell	Sharlene	
27.	Fitzpatrick	Michael	Stephen
28.	Gallagher	Tom	
29.	Gandevia	Jimmy	C.
30.	Gattwinkel	Kerstin	
31.	Gibb	William	James Andrew
32.	Gilchrist	James	
33.	Gleeson	Doreen	
34.	Gordon	Rob	
35.	Gornick	Stanley	Robert
36.	Graham	Elaine	
37.	Graham	Norman	P.

38.	Guay	Paul	J.
39.	Guerin	Jacques	
40.	Hanchay	Edouard	
41.	Harsch	Dennis	
42.	Hebert (nee Bourne)	Jennifer	
43.	Herchak	Sonja	
44.	Hildebrandt	Jennifer	
45.	Howe	Brian	
46.	Hume	Ted	E.K.
47.	Huot	Lucien	
48.	Jarvis	Wendy	Cheryl
49.	Jefferson	Mary	
50.	Jonassen	Jessie	
51.	Keith	Richard	
52.	Klein	Dan	
53.	Klinger	Barry	
54.	Kort	Donald	Chester
55.	Lahey	James	B.
56.	LaKing	Maurice	H.
57.	Larson	Eric	G.
58.	Leduc	Patricia	Lawson (Deceased)
59.	Lind	J.	F.
60.	Lubinsky	Gladys	
61.	Lubinsky	Mike	
62.	MacDougall	Bruce	
63.	Mahoney	Sylvia	G.
64.	Mardell	Neil	
65.	Mauger	Jean-Yves	
66.	Maynard	K.	
67.	McGill	James	T.
68.	McKenna	James	G.
69.	McLaughlan	Dawn	
70.	McMullin	Shelton	C.
71.	Miner	Robert	William
72.	Moore	Donald	
73.	Moter	Sabrina	
74.	Murray	Ken	
75.	Nelligan	John	A.
76.	Ouellette	John	Paul
77.	Paquin	Laurent	
78.	Pasquotti	Taymar	Dawne
79.	Peace	S.	Diane
80.	Phillips	Milred	Elaine
81.	Phillips	Anthony	
82.	Pichette	Mariette	

83.	Piluk	Randy	
84.	Polson	Karen	E.
85.	Polson	Theodore	C.
86.	Porsnuk	Blaine	
87.	Pringle	Gary	
88.	Royal	Shane	
89.	Rush	Joseph	A.
90.	Rush	Gerald	
91.	Sauer	John	W.
92.	Schieven	George	
93.	Shuster	Erwin	
94.	Shand	Douglas	W.
95.	Scott	Robert	G.
96.	Simmons	Rhonda	
97.	Smith	W.E.	Craig
98.	Smith	William	D.
99.	Sparkes	Margaret	M.
100.	Spence	Alan	William
101.	Stachniak	Terry	
102.	Stachniak	Linda	
103.	Stevenson	Judith	J.
104.	Stoodley	John	E.
105.	Stump	Barry	Richard
106.	Taugh	A.	Lloyd
107.	Taylor	Graham	
108.	Tibbett	Russ	
109.	Tomlinson	Neil	John
110.	Toutloff	Barbara	
111.	Valpy	Charles	D.
112.	Wentworth	Helen	M.
113.	West	Trevor	D.
114.	Willis	Eric	J.
115.	Woolley	Peter	A.
116.	Zazuliak	Robert	A.

SCHEDULE "C"
PLAN OF DISTRIBUTION

1. Each member of the Distribution Group shall be entitled to share in the Settlement Amount on a pro-rata basis, in accordance with their individual entitlement at Plan windup at September 30, 2002. Any member of the Distribution Group who had received a final settlement from the Plan before September 30, 2002 shall be deemed to have an entitlement at September 30, 2002 equal to the amount of the settlement accumulated, with interest, from the date of the settlement payment to September 30, 2002, as determined by an actuary. The amount payable to each member of the Distribution Group shall be calculated by an actuary in good standing with the Canadian Institute of Actuaries by determining the pro-rata interest of each member of the Distribution Group on September 30, 2002 and applying that percentage to the total Settlement Amount available for distribution as follows:

Step 1 (to determine pro rata interest of individual members of Distribution Group):

$$\frac{\text{Actuarially calculated present value of individual entitlement at windup}}{\text{Actuarially calculated present value of total entitlement of Distribution Group at windup}} = X\%$$

Step 2 (to determine portion of Settlement Amount payable to individual members of the Distribution Group):

$$\text{Settlement Amount (less fees and disbursements) multiplied by } X\% = \$Y, \text{ less withholding taxes and other deductions required by law}$$

2. Class counsel shall direct payment of individual settlement amounts in accordance with the calculations performed pursuant to paragraph 1 above and shall direct such payments to be delivered to members of the Distribution Group at their last known address.

3. In the event that a payment to a member of the Distribution Group is returned as undeliverable, and no alternative address can be identified by class counsel using reasonable efforts, the payment will be held in trust by class counsel and may be claimed at the office of class counsel at 700-1006 Beach Avenue, in Vancouver, British Columbia until July 31, 2009, after which time the right to claim such amounts will be lost.

4. All amounts not delivered or claimed by July 31, 2009, including accrued interest, shall be distributed amongst the other members of the Distribution Group in proportion to their original share of the Settlement Amount, except that no distribution shall be made to any individual if it would be less than \$100. Any and all funds, including accrued interest, left undistributed six months after the second distribution described herein shall be donated to the United Way of the Central & South Okanagan/Similkameen.

No. L021149
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETER GREGG, GEORGE SCHIEVEN, PETER
WOOLLEY, JOHN LANGERGRABER, TERRY
BARKER, JAMES GILCHRIST

PLAINTIFFS

AND:

FREIGHTLINER LTD. doing business as WESTERN
STAR TRUCKS, TRUST COMPANY A, THE CANADA
TRUST COMPANY, CIBC MELLON TRUST
COMPANY

DEFENDANTS

ORDER

FASKEN MARTINEAU DUMOULIN LLP
Barristers & Solicitors
2900 - 550 Burrard Street
Vancouver, B.C., V6C 0A3
604 631 3131

Counsel: Mark D. Andrews, Q.C./Jennifer Francis
Matter No: 258255.00009