UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC RAILWAY, LTD.,

Debtor.

Chapter 11
Case No. 13-10670-PGC

CANADIAN PACIFIC RAILWAY COMPANY'S OBJECTION TO THE TRUSTEE'S MOTION TO FILE SETTLEMENT AGREEMENTS UNDER SEAL

Introduction

Canadian Pacific Railway Company (CP) objects to the trustee's attempt to effect 22 settlements under the cover of darkness. The trustee contends that third parties could be prejudiced if the Plan were to fail and various Lac Mégantic claimants learned how much the settlors had committed to pay. But 11 U.S.C. § 107(b)(1) focuses on preventing the disclosure of data that could be harmful to the debtor, not protecting alleged tort-feasor bargaining leverage. The settlement agreements should see the light of day. Notably, the U.S. Trustee agrees.

Argument

I. Relevant standards for sealing

"It is clear that the courts of this country recognize a general right to inspect and copy public records and documents, including judicial records and documents." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597 (1978). "Only the most compelling reasons can justify non-disclosure of judicial records." *FTC v. Standard Fin. Mgmt. Corp.*, 830 F.2d 404, 410 (1st Cir. 1987). "Under the common law, there is a long-standing presumption of public access to judicial records." *Gitto v. Worcester Telegram & Gazette Corp.*, 422 F.3d 1, 6 (1st Cir. 2005).

The "strong presumption of public access to court records . . . is rooted in the public's first amendment right to know about the administration of justice." *Orion Pictures Corp. v. Video Software Dealers Assoc.*, 21 F.3d 24, 26 (2d 1994). "This presumption of access 'helps safeguard the integrity, quality, and respect in our judicial system, and permits the public to keep a watchful eye on the workings of public agencies.'" *Gitto*, 422 F.3d at 6 (quoting *In re Orion Pictures Corp.*, 21 F.3d at 26). "Public access to judicial records and documents allows the citizenry to 'monitor the functioning of our courts, thereby insuring quality, honesty and respect for our legal system.'" *Standard Fin. Mgmt. Corp.*, 830 F.2d at 410 (quotation omitted).

"Outside of the bankruptcy context, the right of public access to judicial records is entrenched in this country's judicial system [] and the sealing or redaction of documents on the record is considered with a keen eye toward the presumption that papers filed in the course of judicial proceedings should be open to the public." *In re Blake*, 452 B.R. 1, 7 (Bankr. D. Mass. 2011) (citing *Nixon*, 435 U.S. at 597) and *Standard Fin. Mgmt. Corp.*, 830 F.2d at 410. "In *Gitto v. Worcester Telegram & Gazette Corp. (In re Gitto Global Corp.),* [422 F.3d 1 (1st Cir. 2005)], the First Circuit Court of Appeals recognized that this right of public access vis-à-vis bankruptcy proceedings is specifically codified in the Bankruptcy Code at § 107(a)[.]" *Id.* With limited exceptions, section 107(a) mandates that "a paper filed [] under this title and the dockets of a bankruptcy court are public records and open to examination by an entity at reasonable times without charge."

"'[S]ection 107(a) is rooted in the right of public access to judicial proceedings, a principle long-recognized in the common law and buttressed by the First Amendment. This governmental interest is of special importance in the bankruptcy arena[.]'" *In re Blake*, 452 B.R. at 7 (quoting *In re Crawford*, 194 F.3d 954, 960 (9th Cir. 1999)); *see also Orion Pictures Corp.*,

21 F.3d at 26. "During a chapter 11 reorganization, a debtor's affairs are an open book and the debtor operates in a fish bowl." *In re Alterra Healthcare Corp.*, 353 B.R. 66, 73 (Bankr. D. Del. 2006). Section 107(b) specifies the only exceptions to section 107(a)'s public access allowance. A court can seal documents to "(1) protect an entity with respect to a trade secret or confidential research, development, or commercial information; or (2) protect a person with respect to scandalous or defamatory matter contained in a paper filed in a case under this title." 11 U.S.C. § 107(b).

The First Circuit explained as follows:

> Together, the two components of § 107—the broad right of access created in § 107(a) and the exceptions set forth in § 107(b)—create a framework for determining whether a paper filed in a bankruptcy case is available to the public or subject to protection. Absent § 107, this question would be addressed by reference to the common law. Because § 107 speaks directly to the question of public access, however, it supplants the common law for purposes of determining public access to papers filed in a bankruptcy case. …
>
> Once the presumption of public access attaches under § 107(a), the next step in the inquiry is ... to determine whether the material at issue falls within a specific exception to the presumption—namely, into one of the § 107(b) categories.

In re Gitto Global Corp., 422 F.3d at 7–8, 10. "If the § 107(b) exceptions do not apply, the inquiry is complete and the Court's decision will favor public access." *In re FiberMark, Inc.*, 330 B.R. 480, 506 (Bankr. D. Vt. 2005). The moving party must demonstrate that the information to be sealed is both commercial and confidential. *In re Oldco M Corp.*, 466 B.R. 234, 237 (Bankr. S.D.N.Y. 2012).

A. Only competitively harmful data constitutes confidential commercial information

"§ 107(b)(1) is meant to prevent business competitors from seeing confidential business-related information and using that information to the detriment of the movant." *In re Anthracite Capital, Inc.*, 492 B.R. 162, 179 (Bankr. S.D.N.Y. 2013). The Bankruptcy Code does not define

"confidential commercial information," but the courts have clarified the meaning. "Confidential commercial information" is "information which would result in an unfair advantage to competitors by providing them information as to the commercial operations of the [entity]." *In re Alterra*, 353 B.R. at 75 (quoting *Orion Pictures*, 21 F.3d at 27-28); *In re Anthracite Capital*, 492 B.R. at 178 (same).

To justify sealing, a disclosure must "reasonably be expected to cause the entity commercial injury." *In re Alterra*, 353 B.R. at 75. "Moreover, the Court must find that information contained in the . . . [documents] . . . 'is so critical to the operations of the entity seeking the protective order that its disclosure will unfairly benefit that entity's competitors.'" *Id.* at 75-76 (quotation omitted). In simple terms, "[t]he test is whether competitors will gain an unfair advantage." *Id.* at 76.

While "[c]ommercial information need not rise to the level of a trade secret to qualify for protection under section 107(b)" "[i]nformation is not considered 'commercial' merely because it relates to business affairs." *In re Borders Grp., Inc.*, 462 B.R. 42, 47 (Bankr. S.D.N.Y. 2011); *In re Anthracite Capital*, 492 B.R. at 178. "The 'commercial information' exception is not intended to offer a safe harbor for those who crave privacy or secrecy for its own sake. Instead, it protects parties from the release of information that could cause them harm or give competitors an unfair advantage." *In re Anthracite Capital*, 492 B.R. at 178 (quoting *Gowan v. Westford Asset Mgmt. LLC (In re Dreier, LLP)*, 485 B.R. 821, 822–23 (Bankr. S.D.N.Y. 2013)). Just like CP, the U.S. Trustee does not regard the settlement agreements to be commercial information.

B. The settlement agreements do not qualify for section 107(b)(1) protection

1. *Settlement "leverage" does not justify sealing*

The *Alterra* Court refused a request to seal settlement agreements because disclosure would not unfairly advantage reorganized debtor competitors. 353 B.R. at 76. The court rejected the notion that settlement "leverage" warranted section 107(b)(1) secrecy:

> The Reorganized Debtor argues that if the unsettled claimants are privy to the settlement amounts, the claimants will use this information as leverage to force higher settlements in their respective cases. An unfair advantage to a tort claimant (creditor) of a debtor, however, does not create an unfair advantage to its market competitors.

Id. at 76.

Similarly, the *Geltzer v. Andersen Worldwide, S.C.* trustee urged that a settlement agreement and the amounts to be paid warranted the "commercial information exception." No. 05 Civ. 3339 (GEL), 2007 WL 273526, at *3 (S.D.N.Y. Jan. 30, 2007). Disclosure would supposedly harm the debtor by undermining "negotiating leverage" for other claims. *Id.* at *4. The court deemed that argument to be "a rather remarkable and untenable redefinition of 'commerce.'" The court found "no discernable public interest, or interest of the bankruptcy estates, in preserving [the debtor's] 'leverage' as against other parties[.]" *Id.* at *3, 4. Accordingly, the court refused to seal. *Id.* at *5. *See also In re Analytical Systems, Inc.*, 83 B.R. 833, 835-36 (Bankr. N.D. Ga. 1987) (vacating protective order because the settlement agreement could not pass section 107(b) muster).

2. *"No seal, no deal" clauses not enough*

"Preserving a settlement agreement is not a reason to restrict from public viewing." *In re Anthracite Capital*, 492 B.R. at 171. In *In re Anthracite Capital,* the trustee and settling defendants wanted to seal agreements, contending that they contained confidential commercial information. The movants "insist[ed]" the settlements contained a "non-negotiable 'no seal, no

deal' condition," which was "reason enough for sealing a document under §107[.]" *Id.* at 172. The court rejected that argument as follows:

> The Movants argument … is not only wrong under the law, it is also illogical. If that were the standard for sealing, every settlement in a bankruptcy case would be sealed whenever a party insisted that a document be sealed. Such a test would remove the need for analysis under § 107 and would directly conflict with the statute, the common law, and the legislative history of § 107.
>
> … "[s]ettlements are entitled to no greater protection than any other requests for relief from bankruptcy courts." …. The presumption of open access, as codified in § 107(a), "is based on the need for federal courts ... to have a measure of accountability and for the public to have confidence in the administration of justice.... [P]ublic monitoring is an essential feature of democratic control." …
>
> The "no seal, no deal" argument that is proffered by the Movants amounts to little more than each side leveraging the threat of disclosure and the costs of trial over the other. On the one hand, the Trustee can hold publicity and trial costs over the heads of the Defendants to force a settlement. On the other hand, the Defendants can force the Trustee to seal the complaint by holding over his head a lengthy and costly trial process. In *Geltzer*, the court held that preserving a position of leverage in negotiations with third party claimants did not justify sealing court records. … Leverage between opposing parties is an equally inappropriate justification for sealing a complaint, under § 107. Such leverage could be fabricated in almost every adversary proceeding—which would render § 107's test meaningless.

Id. at 173-74 (quotations omitted). *See also In re Lawlor*, No. 01–11402, 2003 WL 21288634, at *1 (Bankr. D. Vt. May 30, 2003) (despite a *quid pro quo* settlement confidentiality clause, section 107(b) could not be satisfied).

II. The trustee cannot carry his section 107(b) burden.

Because the corporation will no longer exist, MMA could never satisfy the competitive harm standard. The debtor no longer competes. Yet the trustee invokes section 107(b)(1) to justify stealth. Motion ¶ 9. The trustee asserts that "the Settlement Agreements contain confidential information (specifically, the dollar amount of each settlement) that must be protected from public disclosure." Motion at Pg. 1.

The trustee rationalizes sealing with the very settlement "leverage" rationalization that other courts have soundly and uniformly rejected. The trustee asserts that "in the event the Plan does not become effective, the rights of third parties to sue the Released Parties will be restored" and disclosure "would [] severely prejudice[] [the Released Parties] if the amount each was willing to pay in settlement was generally known to future plaintiffs and their counsel." Motion ¶ 13. The courts in *Alterra*, *Geltzer* and *In re Anthracite Capital* had no time for such subterfuge.

If that were not enough, the trustee seeks to hide other supposedly "minor provisions unique to particular Settlement Agreements (such as certain claims preserved by Released Parties against non-settling parties or insurer)." Motion ¶ 14. This is exactly the sort of information to which CP, as a non-settling party, must have access. CP knows of one such "minor" provision because the settling party – Irving Oil – presented a notice of claim announcing a $75 million (CDN) settlement and reserving rights to recover while assigning other rights to the trustee. Declaration of Paul J. Hemming, Ex. A. Another party – World Fuel Services Corporation – proclaimed in press releases that in addition to paying $110 million (USD), the settlor "assign[ed] to the Trustee and MMAC certain claims it has against third parties arising out of the derailment." *Id.*, Ex. B. The Bankruptcy Code entitles CP to completely understand all settlement agreements ramifications, particularly regarding claims supposedly and secretly reserved against CP. To make an informed assessment, CP must know what is being resolved and what is not.

Plan implementation depends on settlement effectiveness, yet the disclosure statement attaches a single agreement with no assurance of substantive uniformity. *See, e.g.*, *Disclosure Statement* at 54. The remaining accords (at least 21) involve "entities or groups of affiliated entities," identified in name only. *See Disclosure Statement*, Schedule A. Information that CP must evaulate to make informed decisions – claims transferred to the Trustee or reserved against

CP – are admittedly *not* uniform. Motion ¶ 14. Hence the "template" settlement agreement attached to the trustee's motion papers reveals nothing.

The disclosure statement emphasizes settlement agreement importance. In fact, the agreements are "incorporated into the Plan, as if the same were fully set forth herein." *Id.* at 54. And the undisclosed deals "will apply with respect to the particular parties thereto" so as to overcome "any inconsistency between the Plan or the Confirmation Order and the Settlement Agreement(s)." *Id.* at 73. Despite this paramountcy, the documented arrangements remain cloaked in mystery. As a result CP and other creditors cannot make informed decisions regarding the proposed plan.

A. Inapposite case law

No case cited by the trustee supports concealing the settlement agreements. *In re Oldco M Corp.*, 466 B.R. 234 (Bankr. S.D.N.Y. 2012) – which the trustee embraces (Motion at Pg. 5 n.1) – denied a motion to seal. The *Oldco* trustee wanted to seal a settlement agreement. *Id.* at 236. The court would have none of it, recognizing the "strong presumption and public policy in favor of public access to court records" that is "rooted in the public's First Amendment right to know about the administration of justice." *Id.* (quotation omitted). "[W]here a party acts in a fiduciary capacity for another, such as a trustee in a bankruptcy case, '[t]he public interest in openness of court proceedings is at its zenith,'" and "[e]xception[s] to the general right of access [are] narrow[]":

> "Congress, itself, has recognized that under compelling or extraordinary circumstances, an exception to the general policy of public access is necessary." *In re Orion Pictures*, 21 F.3d at 27. In evaluating a motion to seal, the "judge must carefully and skeptically review" the motion and the underlying documents to ensure that "compelling or extraordinary circumstances" exist. *Id.* (citing *City of Hartford v. Chase*, 942 F.2d 130, 135–36 (2d Cir. 1991)).

Id. at 237.

Because of pervasive and fundamental transparency principles "settlements are entitled to no greater protection than any other requests for relief from bankruptcy courts." *Id.* at 238. The court determined that the pretext for stifling disclosure, "undercutting the settling defendant's leverage in negotiating with other claims," did not justify sealing. In fact, such clandestine antics were "forcefully rejected":

> This is a wan excuse for impinging on the public's right of access to judicial documents. There is no discernible public interest, or interest of the bankruptcy estates, in preserving Andersen's "leverage" as against other parties who have sued it. Nor has the movant indicated any authority to support its implicit proposition that protecting the bargaining position of the defendant in other, unrelated cases, is even a proper consideration of a court being asked to approve a settlement in a given case.

Id. (quoting *Geltzer*, 2007 WL 273526, at *4).

This case is no different. Exploiting section 107(b)(1) to shield the "bargaining position" of settling defendants is precisely what the trustee seeks to accomplish. The trustee goes so far as to admit "if the Plan does not become effective" "approximately 22 entities or groups of affiliated entities" "would be severely prejudiced [in that] the amount each was willing to pay in settlement" would become known. Motion ¶ 5, 13.

According to the trustee *In re Dana Corp.*, 412 B.R. 53 (S.D.N.Y 2008) presented "nearly identical circumstances" in which the court approved "a global tort settlement," even though the agreements were filed under seal. Motion ¶ 15. But *In re Dana Corp*. does not support the trustee's argument. CP challenges whether the agreements can be filed under seal, not whether the court should approve the settlements – the issue presented to the *In re Dana* court. *Id.* at 59.

In re Dana reviewed a bankruptcy court's settlement approval. The challenged agreement resolved 7,500 asbestos personal injury claims for $2 million. No party objected to filing the agreements under seal, sought to vacate the sealing order, or appealed the sealing order. *Id.* at 59.

Accordingly, the "validity of the Sealing Order [was] not properly before [the] Court." *Id.* "Therefore, the propriety of the settlement agreements [wa]s before th[e] Court, but the propriety of the Sealing Order [wa]s not an issue on appeal." *Id.* at 59.

In re Dana says nothing about settlement agreement sealing appropriateness, but the court did recognize "significant support" for full disclosure of settlement dollar amounts. *Id.* Nonetheless, any objections to the filing of any portions of settlement agreements under seal "should have been presented to [the bankruptcy judge] in the first instance so that he could decide these issues in the first instance and there would be a record of how he disposed of them." *Id.* In short, *In re Dana* stands for the unremarkable proposition that failure to raise on objection below precludes appellate review.

B. Alternatively, confidentiality has been waived

"Waiver is the intentional relinquishment or abandonment of a right." *United States v. Morgan*, 384 F.3d 1, 7 (1st Cir. 2004). But an unintentional divulgence can waive confidentiality. *F.D.I.C. v. Singh*, 140 F.R.D. 252, 253 (D. Me. 1992) ("inadvertent disclosure" waived confidentiality because "after disclosure the information cannot be deemed confidential regardless of the party's intentions").

The thrust of the trustee's motion is that settlement dollar amounts are confidential. But widespread disclosure has already waived confidentiality.

On April 15, 2015, in the Canadian proceeding, the Monitor advised the Court that a "large group of creditors" (but not CP) had been informed about precise settlement amounts:

> The individual contributions of each of the defendants, that information, not the agreement as such, but that information was disclosed to the counsel in the class action, the counsel of the families of those who died, and the counsel of the Quebec government. So, obviously, this is information that they had before signing the settlement agreements. So, yes, the large group of creditors that controlled the vote were able to inform us of their position regarding the contributions that were received.

Hemming Decl., Ex. C (transcript at 201-202). And at least two settling parties publicized $75 million (CND) and $110 million (USD) settlements respectively. *Id.*, Exhs. B, D.

If a large group of creditors knows the deal, CP should too, especially because at least two settlers, Irving Oil and World Fuel Services Corporation, have already trumpeted settlement contributions and reserved and assigned claims based on undisclosed agreements.

Conclusion

The Constitution and the Bankruptcy Code call for bankruptcy proceedings to be conducted in a fish bowl. The trustee has failed to establish that anything in the settlement agreements amounts to "confidential commercial" information. Preserving the tort-claim, bargaining positions of 22 third-parties cannot validate concealment in contravention of the canons of judicial transparency. CP should be given access to the settlement agreements. As the U.S. Trustee demonstrates the settlements should not be kept from the public. This court should lift the shroud.

Dated: June 16, 2015

BRIGGS AND MORGAN, P.A

By: */s Timothy R. Thornton*
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ATTORNEYS FOR CANADIAN PACIFIC RAILWAY COMPANY

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC RAILWAY, LTD.,	Chapter 11 Case No. 13-10670-PGC
Debtor.	

DECLARATION OF PAUL J. HEMMING

1. I am a shareholder with the law firm of Briggs and Morgan, P.A., and am one of the counsel for Canadian Pacific Railway Company ("CP"). I submit this Declaration in connection with CP's objection to the trustee's motion to file settlement agreements under seal.

2. Attached as **Exhibit A** is a true and correct copy of an April 16, 2015 letter from Irving Oil Limited's counsel to CP's counsel.

3. Attached as **Exhibit B** is a true and correct copy of World Fuel Services Corporation's press release regarding its settlement with the trustee.

4. Attached as **Exhibit C** is a true and correct copy of excerpts of the translated transcript from an April 15, 2015 hearing in the Canadian proceeding in the Superior Court in the Matter of the Plan of Compromise or Arrangement of Montreal, Maine & Atlantic Co. et al. before the Honourable Gaetan Dumas, J.C.S.

5. Attached as **Exhibit D** is a true and correct copy of Irving Oil Limited's press release regarding its settlement with the trustee.

I declare under the penalty of perjury that the forgoing is true and correct.

Executed on June 16, 2015

s/ Paul J. Hemming
PAUL J. HEMMING

McDermott
Will & Emery

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April 16, 2015

VIA FAX 612-977-8650

Timothy R. Thornton, Esq.
Paul Joseph Hemming, Esq.
John R. McDonald, Esq.
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Re: Notice of Potential Claim

Dear Counsel:

On behalf of Irving Oil Limited and its affiliates (collectively, "Irving Oil"), I am sending this letter to inform you about a potential claim that Irving Oil has against Canadian Pacific Railway Company and/or its affiliates (collectively, "CP") for certain losses, damages, and/or liabilities, as set forth below.

As you know, Irving Oil and CP were named as defendants in an adversary proceeding filed on behalf of the Trustee (the "Trustee") for Montreal, Maine & Atlantic Railway, Ltd. ("MMAR") in the U.S. Bankruptcy Court for the District of Maine, Adv. Pro. No. 14-1001 (the "Lawsuit"). In the Lawsuit, the Trustee asserts claims against Irving Oil, CP, and others arising from the train derailment that occurred in Lac-Mégantic, Quebec (Canada) on July 6, 2013 (the "Derailment"). The Trustee alleges, inter alia, that CP acted negligently during the transport of the crude oil at issue, and that its negligence caused MMAR to suffer damages due to the Derailment. In addition, nineteen personal injury actions have been filed in the United States based on the Derailment. Although Irving Oil has not been named as a defendant in any of those United States cases to date, Irving Oil understands that there could be an attempt to include Irving Oil in those United States cases.

Irving Oil recently negotiated and executed a settlement agreement (the "Settlement") with the Trustee requiring Irving Oil (i) to pay $75 million (CDN) to a fund designated for the compensation of victims of the Derailment, and (ii) to assign to the Trustee all rights to claims Irving Oil may have against certain third parties, including CP, in connection with the Derailment. The Settlement is subject to court approval, which has not yet been obtained.

EXHIBIT A

While Irving Oil has not yet paid the settlement amount or effectuated any assignment of claims, I, on behalf of Irving Oil, am sending this letter at the direction of the Trustee to advise your client about a potential claim to recover the settlement amount that Irving Oil has or will have against CP under applicable Canadian and/or United States law (including under the Carmack Amendment, should a court determine that body of law applies). Irving Oil reserves its rights to seek recovery of all losses, damages, liabilities, and/or any other costs relating to the Settlement, the Lawsuit, and/or any other lawsuits (present or future) relating to the Derailment, including those incurred should the Settlement not receive court approval.

Very Truly Yours,

J. Christian Nemeth

cc. Robert Keach

EXHIBIT A

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- Investor Relations
- Corporate Governance
- Events and Presentations
- Financial Reports
- FAQs
- Press Releases
- Stock Information
- Contacts
- Inquiries
- E-mail Alerts

News Release

(phoenix.zhtml?c=101792&p=irol-newsArticle_Print&ID=2057333) View printer-friendly version (phoenix.zhtml?c=101792&p=irol-newsArticle_Print&ID=2057333)

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World Fuel Services Corporation Announces Lac-Mégantic Settlement

MIAMI--(BUSINESS WIRE)--Jun. 8, 2015-- World Fuel Services Corporation (NYSE: INT) today announced that it has entered into a settlement agreement with the Trustee for the U.S. bankruptcy estate of Montreal, Maine & Atlantic Railway Ltd. (the "Trustee"), Montreal, Maine and Atlantic Canada Co. ("MMAC"), and the monitor in MMAC's Canadian bankruptcy to resolve claims arising out of the July 2013 train derailment in Lac-Mégantic, Quebec.

Under the terms of the settlement agreement, which is subject to approval by the creditors and courts involved in the U.S. and Canadian bankruptcies, the company will contribute US$110 million to a compensation fund established to compensate parties who suffered losses as a result of the derailment. The company expects that the full settlement amount will be covered by insurance. As part of the settlement, the company will also assign to the Trustee and MMAC certain claims it has against third parties arising out of the derailment.

In consideration of the settlement amount and the assignment of claims, the company and its affiliates, as well as the company's former joint ventures, DPTS Marketing, LLC and Dakota Petroleum Transport Solutions, LLC and each of their affiliates (the "WFS Parties"), will receive the benefit of the global releases and injunctions barring claims against the WFS Parties set forth in the respective bankruptcy plans filed by the Trustee in the U.S. and by MMAC in Canada. The Province of Quebec and other key creditors in the bankruptcies have consented to the settlement.

"We believe that participating in the settlement and contributing to the compensation fund is in the best interests of our shareholders and will also aid in providing closure to those affected by this tragic accident," said Michael J. Kasbar, chairman and chief executive officer. "The entire community of Lac-Mégantic remains in our thoughts and prayers as they continue to recover from this tragedy."

Additional information regarding the settlement can be found in the company's current report on Form 8-K filed with the Securities and Exchange Commission at: (http://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.sec.gov&esheet=51119539&newsitemid=20150608006522&lan=en-US&anchor=www.sec.gov&index=1&md5=b909a103dac7c81ee1c1e69d219f6192) *www.sec.gov (http://www.sec.gov)*.

Information Relating to Forward-Looking Statements

This release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, statements regarding the settlement agreement and nature of the settlement, and our expected insurance recovery. These forward-looking statements are qualified in their entirety by cautionary statements and risk factor disclosures contained in the company's Securities and Exchange Commission ("SEC") filings, including the company's Annual Report on Form 10-K filed with the SEC on February 12, 2015. Actual results may differ materially from any forward-looking statements due to risks and uncertainties, including, but not limited to: whether the bankruptcy plans, including our settlement agreement, are approved by the creditors and receive final approval from the courts involved in the U.S. and Canadian bankruptcies, our ability to recover from our insurance carriers, any unforeseen litigation and other costs related to the incident that may arise in the future, as well as the other risks detailed from time to time in the company's SEC filings. New risks emerge from time to time and it is not possible for management to predict all such risk factors or to assess the impact of such risks on our business. Accordingly, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, changes in expectations, future events, or otherwise.

Headquartered in Miami, Florida, World Fuel Services is a global fuel logistics, transaction management and payment processing company, principally engaged in the distribution of fuel and related products and services in the aviation, marine and land transportation industries. World Fuel Services sells fuel and delivers services to its clients at more than 8,000 locations in more than 200 countries and territories worldwide.

The company's global team of market makers provides deep domain expertise in all aspects of aviation, marine and land fuel management. Aviation customers include commercial airlines, cargo carriers, private aircraft and fixed base operators (FBOs), as well as the United States and foreign governments. World Fuel Services' marine customers include international container and tanker fleets, cruise lines and time-charter operators, as well as the United States and foreign governments. Land customers include petroleum distributors, retail petroleum operators, and industrial, commercial, residential and government accounts. The company also offers transaction management services which consist of card payment solutions and merchant processing services to customers in the aviation, marine and land transportation industries. For more information, call 305-428-8000 or visit www.wfscorp.com (http://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.wfscorp.com&esheet=51119539&newsitemid=20150608006522&lan=en-US&anchor=www.wfscorp.com&index=2&md5=2a0a630e401c4331a1ca530ed64dbb0b).

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Source: World Fuel Services Corporation

World Fuel Services Corporation
Ira M. Birns, 305-428-8000
Executive Vice President & Chief Financial Officer

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF SAINT-FRANÇOIS
No.: 450-11-000167-134

SUPERIOR COURT

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

MONTREAL, MAINE & ATLANTIC CO. ET AL.

HEARING HELD APRIL 15, 2015
BEFORE THE HONOURABLE GAÉTAN DUMAS, J.C.S.

150415.CS

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Denise Ferron, C.Tr. 3781
May 5, 2015

EXHIBIT C

APPEARANCES

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M^tre ALEXANDER BAYUS,
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M^tre SYLVAIN VAUCLAIR,
for Richter Advisory Group Inc. (Comptroller)

M^tre LOUISE COMTOIS and
M^tre BORIS LAVOIE-ISEBAERT,
for the Attorney General of Québec

M^tre JEREMY CUTTLER,
for US Trustee - Robert Keach

M^tre SYLVAIN LUSSIER,
M^tre ÉLIZABETH MELOCHE (Tel. Conf.),
and M^tre SANDRA ABITAN (Tel. Conf.),
for Irving Oil Limited

M^tre ENRICO FORLINI,
M^tre ANDRÉ DUROCHER and
M^tre BRANDON FARBER,
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Denise Ferron, C.Tr. 3781
May 5, 2015

EXHIBIT C

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To the best of my knowledge, this is a true and accurate translation of the original.

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THE COURT:

Yes, but if you tell the creditors... I'm not asking that the list be adduced in Court, but if I were to ask you for it to homologate the plan, for example, I would decide at that time if you had to give it to me. But if you do not ask me in advance, the Superior Court, it is a court of record that will then decide that requests have been made. But that's just food for thought.

M^{tre} PATRICE BENOIT:

Yes, I understand you.

THE COURT:

What difference would it make if the motion were heard? Because you could reach an understanding with the Québec government and, let's say that Irving had decided not to publicly announce the amount, and it's its right to announce it publicly, if

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it had decided not to make it public by telling you -- you do not send the information other than to representatives of the class action and the Québec government, because they represent 80% of the creditors, you have that right. They have the right to do that and to demand that. And me, if I were to decide that I needed it, however, and I probably will need it because there may be shareholders who will ask to be released from claims against them. I might ask myself what they put into the kitty to be released. That's a question that I might ask myself. I'm not saying that I will, but it is a question that I could ask myself. But that won't change the vote. If you tell the creditors, "We're offering you"... how many millions are we at now?

M^{tre} PATRICE BENOIT:

Close to 300.

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THE COURT:

If you were to tell the creditors, "We have $300 million", whether or not 75% of that comes from Irving will not change very much.

M[tre] PATRICE BENOIT:

That's the key point, Your Honour, I can assure you in reference to the representations that I have already made before you, to which M[tre] Comtois was referring, obviously with a view to ensure that we were not negotiating all of this for nothing, being fully aware that at the end of the day, it is for the benefit of the creditors. The individual contributions of each of the defendants, that information, not the agreement as such, but that information was disclosed to the counsel in the class action, the counsel of the families of those who died, and the counsel of the Québec government. So, obviously, this is information that they had

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before signing the settlement agreements. So, yes, the large group of creditors that controlled the vote were able to inform us of their position regarding the contributions that were received. And we would not have filed a plan if we hadn't satisfied ourselves that it was appropriate for a vast majority of the creditors in terms of number and value. So that, that was done.

The fact remains that the agreements themselves, there is a concern mainly on the part of the settled defendant parties that their individual contribution not be disclosed in more detail. All the while asking, moreover, that, yes, their agreement be part of the approvals, be approved by the Court, like the plan itself. So, that's the situation we are facing. And that it is the reason why they would be adduced, according to us, confidentially. We will consult with the parties in question and then see.

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THE COURT:

But if it is filed into the Court records confidentially, would it be after the creditors' vote?

M[tre] PATRICE BENOIT:

Yes.

THE COURT:

After the assembly?

M^tre^ PATRICE BENOIT:

Yes.

THE COURT:

So, they will have to vote, make a leap of faith. So then, why do you say that you will be filing them if the creditors are content that they not be filed and that they not have the information? And if I, if I were to decide that I wanted it, I would ask you for it.

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M^tre^ PATRICE BENOIT:

Mmm-hmmmm.

THE COURT:

But I'm not rendering judgment, I'm thinking out loud. 2:00 p.m., is that all right with you or do you prefer 2:15, seeing as we've been running a little late?

M^tre^ PATRICE BENOIT:

2:15.

M^tre^ JOËL ROCHON:

2:00 p.m.

THE COURT:

2:00 p.m. Then, 2:00 p.m.

M^tre^ HANS MERCIER:

I won't be able to be here this afternoon, but I just wanted to confirm that the "Claims Resolution Order" was going to be submitted. That is what I understood from M^tre^ Benoit that he would stick to the extended deadline and...

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M^tre^ PATRICK [sic] BENOIT:

No, you're…

THE COURT:

Who's talking?

M^tre^ PATRICK [sic] BENOIT:

You misunderstood, M^tre^ Mercier.

THE COURT:

Who was talking?

M^tre^ HANS MERCIER:

It's M^tre^ Mercier. So, we also had talks with Robert Guay and there were several relatively minor changes to the language of the order, and I just wanted to make sure that the message had come across.

THE COURT:

All right, call each other at lunch time. I don't have to participate in that, unless… do I need to participate

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in that?

M^tre^ HANS MERCIER:

No.

M^tre^ PATRICE BENOIT:

No, Your Honour.

THE COURT:

Very well. 2:15 p.m. Sorry, 2:00 p.m.

HEARING ADJOURNED
HEARING RESUMED

M^tre^ PATRICE BENOIT:

So, hello again, Your Honour. So, when we stopped for lunch, we were discussing a hearing date for, among other things, M^tre^ Rochon's motion to file an alternate plan. I understand that the lawyers in the class action do not intend to withdraw this motion, so we definitely must set a date. To that end, I have a proposal to make.

[...]

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[...] it's the same date that you're going to file your motion?

M^tre^ ENRICO FORLINI:

For declinatory exception, yes.

THE COURT:

Yes. And obviously, after that, we will set the schedules that will include your notes and authorities, that will also explain the extent to which the Code of Civil Procedure has priority over the CCAA, but I can't wait to hear you on that. April 30, motion to file a plan. M^tre^ Rochon?

M^tre^ JOËL ROCHON:

Yes.

THE COURT:

Motion notice of meeting, April 30.

M^tre PATRICE BENOIT:

April 30.

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THE COURT:

Is that all?

M^tre PATRICE BENOIT:

I think that we've skipped the 27th, is that possible?

THE CLERK:

Yes, that's right.

M^tre PATRICE BENOIT:

The 27th, which is the motion of the counsel of the class action for the…

THE COURT:

Yes, to file, I'm sorry, I had it here, April 27.

M^tre JOËL ROCHON:

(Inaudible)

M^tre PATRICE BENOIT:

To request access to confidential information and their motion as such for the late claims.

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THE COURT:

That's right. And I will not repeat the time frames for adducing the notes and authorities and motions, everyone has taken them down. Is there anything else?

M^tre^ PATRICE BENOIT:

No.

THE COURT:

I've already done enough as it is? Thank you, have a good day.

M^tre^ PATRICE BENOIT:

Thank you, Your Honour.

END OF HEARING
****

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I, the undersigned, DENISE TURCOT, bilingual official court stenographer 264848-2, do hereby certify under my oath of office that the transcript of the proof and testimony, as mechanically recorded outside my control, is true and faithful according to the quality of the said recording, the whole in a manner and form as required by law.

And I have signed,

(digitally signed) *Denise Turcot*
DENISE TURCOT
Bilingual Official Court Stenographer

To the best of my knowledge, this is a true and accurate translation of the original.

Denise Ferron, C.Tr. 3781
May 5, 2015

EXHIBIT C

News Releases

Media Gallery

Photo Gallery

Video Gallery

Logos & Style Guide

For Immediate Release

Release Date: March 20, 2015

SAINT JOHN, NB — Irving Oil has agreed, subject to court approval, to contribute $75 Million (CDN) to the compensation fund that has been established for those suffering losses as the result of the Lac-Mégantic derailment. We fully support the establishment of the fund as an industry-wide response to the tragedy, which will provide substantial payments without further lengthy legal proceedings.

ABOUT IRVING OIL

Irving Oil was founded in 1924 and is a privately owned regional refining and marketing company with a history of long-term partnerships and relationships. Irving Oil operates Canada's largest refinery, in Saint John NB, which is located 65 miles north of the US border and has reached production rates in excess of 320,000 barrels per day. With over 900 fueling locations, operations from eight distribution terminals, and a delivery fleet of tractor-trailers, Irving Oil serves wholesale, commercial, and retail customers in Atlantic Canada, Quebec, and New England.

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC RAILWAY, LTD.,

Chapter 11
Case No. 13-10670-PGC

Debtor.

Certificate of Service

I, Aaron P. Burns, counsel for Canadian Pacific Railway Company hereby certify that I have caused a copy of Canadian Pacific Railway Company's Objection to The Trustee's Motion To File Settlement Agreement Under Seal and the Declaration of Paul J. Hemming to be served as follows.

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