

## Long Form Notice

### **If You A Resident in Canada Who Purchased a New Suunto Dive Computer, A Settlement Has Been Reached that May Affect Your Rights.**

- A settlement has been reached in a class action lawsuit against Suunto Oy (the “Defendant” or “Suunto”) concerning certain Suunto Dive Computers. Those purchasers included in the settlement have legal rights and options and deadlines by which they must exercise them.
- You may be included in the settlement if you are a resident in Canada who purchased new one or more of the following models of Suunto Dive Computers that were manufactured since January 1, 2006: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX. (see Questions 3 and 6 below for more detail on eligibility).
- The proposed settlement provides for a free Inspection, Repair or Replacement Program to determine whether your Dive Computer has a faulty depth pressure sensor and if it does, to repair your Dive Computer or provide you with a free replacement. The settlement also reimburses qualifying Class Members for certain costs.

**Please read this Notice carefully. Your legal rights are affected, whether you act or do not act.**

### **A. BASIC INFORMATION**

#### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all your options and associated deadlines. The name of the lawsuit is *Kozlovic v. Suunto Oy*, Court File No. CV19-80810CP. The defendant is Suunto. This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still must decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca) regularly for updates.

**YOUR RIGHTS AND CHOICES**

<b><i>YOU MAY:</i></b>		<b><i>DATE/CLAIM PERIOD</i></b>
<b>SEEK INSPECTION OF YOUR DIVE COMPUTER UNDER THE INSPECTION, REPAIR AND REPLACEMENT PROGRAM</b>	You are entitled to have your Dive Computer inspected by an authorized Suunto service centre to determine whether your Dive Computer has a faulty depth pressure sensor. If the inspection shows that your Dive Computer has a faulty pressure sensor, Suunto will either repair the Dive Computer or replace it, at no cost to you.	<b><i>The longer of either (a) EIGHT (8) years from the date the Dive Computer was manufactured; or (b) THREE (3) years from the date of the Final Order</i></b>
<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	You may submit a claim for reimbursement if you purchased a Dive Computer that had a depth pressure sensor failure and you either (a) discarded the Dive Computer due to the depth pressure sensor failure and did not receive a free repaired or replacement dive computer, or (b) purchased a replacement Dive Computer from the Defendant as part of a warranty program at a cost to you. You may also seek reimbursement for out-of-pocket costs incurred in attempting to repair your Dive Computer that had a depth pressure sensor failure. All claims must comply with the Reimbursement Program Protocols. This is the <u>only</u> way that you can get reimbursed. The amount of reimbursement money paid to you shall be limited according to the terms of the Settlement Agreement.	<b><i>February 28, 2023</i></b>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed settlement.	<b><i>September 9, 2022</i></b>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Suunto about the issues in your own personal lawsuit. If you opt out of the settlement, you cannot object to it.	<b><i>September 9, 2022</i></b>
<b>DO NOTHING</b>	You may not receive certain settlement benefits that you may otherwise be eligible for, and you give up the right to sue Suunto about the issues in the lawsuit.	

**2. What is the lawsuit about?**

The class action lawsuit claims that the depth pressure sensors in certain Dive Computers manufactured and sold by Suunto are defective, resulting in inaccuracies in depth and temperature readings. The lawsuit pursues claims for violations of

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consumer protection statutes and breach of implied warranty. You can read the Statement of Claim by visiting [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). Suunto denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that there is any defect with respect to the depth pressure sensors in the Suunto Dive Computers. The parties agreed to resolve these matters before these issues were decided by the Court.

**This settlement does not involve claims of personal injury or wrongful death.**

### **3. What dive computers are included in the settlement?**

The following Suunto Dive Computer models (called the “Dive Computers”) manufactured since January 1, 2006 and purchased new by a Canadian resident: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX.

The date of manufacture can be determined from the serial number on your Dive Computer. For Dive Computer models that are meant to be worn on the wrist, the serial number is located on the side of the product. For larger display models, the serial number is located under the back cover that must be unscrewed. The serial number is in three formats:

- 8 digits: the first number is the last digit of the year of manufacture, except for serial numbers beginning with “99” (see examples below).
- 10 digits: the first two numbers are the last two digits of the year of manufacture (e.g. 1234567890 – manufacture year is 2012).
- Serial number that starts with “99xxxxxx”: third number is the last digit of the year of manufacture (e.g. 99046502 – manufacture year is 2010).

All 8-digit serial numbers with “7” as the fourth digit, were manufactured after January 1, 2006. If your 8-digit serial number does not have a “7” as the fourth digit, (e.g. 6123456 or 99046502), the first digit is the last digit of the manufacture year. For example, a Dive Computer with serial number 6123457, was manufactured in 2006.

For individuals who purchased a used dive computer, those used dive computers are

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not part of the settlement and such individuals are not members of the Class for such used dive computer.

#### **4. Why is this a class action?**

In a class action, a “class representative” sues on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### **5. Why is there a settlement?**

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Defendant did anything wrong. The Defendant denies all legal claims in this case. The Class Representative and her lawyers think the proposed Settlement is in the best interests of all Class Members.

### **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

#### **6. How do I know if I am part of the settlement?**

You are part of the settlement if you are an individual who purchased a Suunto Dive Computer described in section 3. This group of purchasers is called the “Class.”

#### **7. I’m still not sure if I’m included in the settlement.**

If you are not sure whether you are included in the Class, you may call **1-866-413-7212**. Please do not contact the Court regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Administrator.

### **C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO**

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## GET IT

### 8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the settlement.

The Inspection, Repair or Replacement Program may be implemented right away, if Suunto decides to do so. However, no benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires and any appeals are resolved in favor of the settlement. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that will have to be resolved in favor of the settlement before certain benefits can be provided, so we do not know precisely when any benefits may be available. Please check [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca) regularly for updates regarding the settlement.

*Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue Suunto about the issues in the lawsuit.*

#### a. Inspection, Repair or Replacement Program

If the settlement is finally approved, for Class Members who still possess their Dive Computer, the Inspection, Repair or Replacement Program will be implemented to determine whether a Class Member's Dive Computer has a faulty depth pressure sensor and should be repaired or replaced in accordance with the terms of this settlement. Potential depth pressure sensor failures include the Dive Computer showing the wrong depth or temperature, showing erratic depth or temperature, not reacting to pressure changes, not showing depth, self-diving (registering diving depth while on the surface), or being stuck in an ER mode related to depth pressure sensor failure.

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The Inspection, Repair or Replacement Program will begin following the date the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement and will be calculated by the longer of: (a) eight (8) years from the date of manufacture of the Dive Computer, or (b) three (3) years from the date the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

If you are eligible for the Inspection, Repair or Replacement Program, and you suspect your Dive Computer may be suffering from a potential depth pressure sensor failure, simply contact Suunto through its website [www.suunto.com](http://www.suunto.com), go to the Settlement Website [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca), or go to an authorized Suunto service centre to complete an Inspection, Repair or Replacement Program Claim Form. A list of authorized Suunto service centres is available at [www.suunto.com](http://www.suunto.com) or [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). The Inspection, Repair or Replacement Program is only eligible for Dive Computers that were purchased new.

Within approximately seven (7) days of submitting the Inspection, Repair or Replacement Program Claim Form, Suunto will contact you and either provide information on where and how to send your Dive Computer for inspection, at no cost to you or request further information regarding your Dive Computer.

For any Dive Computers that are confirmed to have a faulty depth pressure sensor pursuant to the Inspection, Repair or Replacement Program Protocol, Suunto will either repair the Dive Computer or provide a replacement dive computer. Any repairs or replacement dive computers are provided at no cost to Class Members. The replacement dive computers will have a standard warranty for depth pressure sensor failures of no less than five (5) years.

All Dive Computers presented to an authorized Suunto service centre for inspection shall be inspected within approximately fourteen (14) days of receipt by the authorized Suunto service centre. Authorized Suunto service centres shall inspect Dive Computers presented to them to determine whether the Dive Computer has a faulty depth pressure sensor pursuant to the Inspection, Repair or Replacement Program Protocols.

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If, based on the inspection, your Dive Computer is found to have a faulty depth pressure sensor, it will be repaired, if possible, or Suunto will provide a replacement dive computer at no charge to you. The replacement dive computer may be a new or a refurbished Suunto dive computer with similar or better functionality, as of the time of replacement, at Suunto's option in such cases. If a depth pressure sensor failure is not found, Suunto will provide you a written explanation of the results of the inspection within approximately seven (7) days of completion of the inspection and will arrange for providing your Dive Computer back to you. If you dispute the findings of the service centre, Suunto will promptly notify Class Counsel and Suunto's Counsel of the dispute and provide all documentation. The decision of the service centre is final, except that Class Counsel may challenge the decision based on the grounds that it is inconsistent with the settlement.

You can obtain a document summarizing the Inspection, Repair or Replacement Program at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). You do not need to have the summary to receive the benefits of the Inspection, Repair or Replacement Program, but it may serve as a reminder to you in the event your Dive Computer potentially suffers from a depth pressure sensor failure during the period the Program applies to your Dive Computer.

Suunto must begin to offer this benefit when the settlement is finally approved and all appeals, if any, resolved in favor of upholding the settlement, but Suunto may voluntarily begin offering this benefit at an earlier time.

## **b. Claim Reimbursement**

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed if you (a) are a Class Member; (b) your Dive Computer had a depth pressure sensor failure; and either (c) you no longer have that Dive Computer to send in for inspection because you discarded it due to the depth pressure sensor failure, and you did not receive a free repaired or replacement Dive Computer or you purchased a replacement Dive Computer directly or indirectly from Suunto as part of a warranty program at a cost to you; or (d) you previously paid for repairs to your Dive Computer in an attempt to fix a depth pressure sensor failure. To be eligible for reimbursement, you must submit a Reimbursement Claim Form and supporting documentation. All valid Reimbursement

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Claim Forms will be paid based on the schedule set forth in the Reimbursement Program Protocols.

The Reimbursement Claim Form is available at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). The Reimbursement Program Protocols are also available at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca).

You must submit your Reimbursement Claim Form and any supporting documentation to the Settlement Administrator through the Settlement Website or Canada Post. The deadline to submit Reimbursement Claim Forms is **February 28, 2023**.

The Settlement Administrator will determine whether Reimbursement Claim Forms are complete and timely. If your Claim is deficient, the Settlement Administrator will mail you a letter requesting that you complete the deficiencies and resubmit the Reimbursement Claim Form within thirty (30) days. If you fail to provide the requested documentation or information, your Claim will be denied.

The Settlement Administrator will review your Reimbursement Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but payment of claims is not required to occur until after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

If your Claim is rejected for payment, the Settlement Administrator will notify Suunto and Class Counsel of the rejection of the Claim and the reason(s) why. Class Counsel will review the rejected Claim and may consult with Suunto in an attempt to resolve these denied Claims. If Class Counsel and Suunto jointly recommend payment of the Claims or payment of a reduced claim amount, the Settlement Administrator will be instructed to pay those Claims. If Class Counsel and Suunto's Counsel disagree, the Settlement Administrator will make a final determination as to whether the Claims should be paid.

**c. When will I get paid for a submitted reimbursement claim?**

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If your reimbursement claim is accepted for payment, the Settlement Administrator will use its best efforts to pay of your claim within one hundred and twenty (120) days after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

**Important:** To receive reimbursement for a Claim, eligible Class Members must complete and submit the Reimbursement Claim Form by no later than **February 28, 2023**.

You can complete and submit a Reimbursement Claim Form online at **www.suuntodivecomputersettlement.ca**. Alternatively, you can obtain a Reimbursement Claim Form from the Settlement Website, print it out, complete it, and mail it on or before **February 28, 2023** to the Settlement Administrator at Suunto Dive Computer Settlement, c/o Equitas Class Action Claims Administration Services, P.O. Box 402, 3484 Boul. des Sources, Dollard-des-Ormeaux, Quebec, H9B 1Z9. If you previously purchased a Dive Computer that had a depth pressure sensor failure, you no longer have that Dive Computer to send in for inspection, and you did not receive a replacement or you purchased a replacement Dive Computer from the Defendant at a cost, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation. Similarly, if you previously paid for repairs to your Dive Computer in an attempt to fix a depth pressure sensor failure, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation.

The amount of reimbursement per claim made shall be limited or prorated according to the terms of the Settlement Agreement.

#### **d. PADI Program**

In the event money remains in the Reimbursement Fund after all payments of accepted Claims have been made by the Settlement Administrator and all time periods for cashing cheques expired (the “Remaining Funds”), Class Members are eligible to receive PADI eLearning certification or online advance training classes by the Professional Association of Diving Instructors. PADI classes will be provided on a first come, first served basis until the Remaining Funds have been depleted.

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Class Members who wish to participate in a PADI class should they become available, must sign up on the Settlement Website at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). Participating Class Members are only permitted to take one PADI class as part of the PADI Program. The Settlement Administrator will determine the order for participation in the PADI Program. In the event money remains in the Reimbursement Fund after issuance of all PADI eLearning certification or online advanced training classes, the money will be distributed to the non-profit PADI foundation.

## **9. What am I giving up in exchange for the settlement benefits?**

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Suunto from liability and will not be able to sue Suunto about the issues in the lawsuit. The Settlement Agreement at Section 13 describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## **D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Suunto over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## **10. If I exclude myself, can I get anything from this settlement?**

If you exclude yourself, you do not get settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Suunto in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## **11. If I do not exclude myself, can I sue later?**

Unless you exclude yourself, you give up the right to sue Suunto for the claims

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resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Suunto about the issues in the lawsuit.

## **12. How do I get out of the settlement?**

To exclude yourself from the settlement, you **must** complete and send the Opt-Out Request form or a letter containing the same information sent by mail saying that you want to be excluded from the settlement in *Kozlovic v. Suunto Oy* and mention the case number (Court File No. CV19-80810CP). The Opt-Out Request Exclusion form is available at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). If you do not want to complete the Opt-Out Request form, you may also send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out). **The letter must be signed by you and include your name, address, state that you are a Class Member, your telephone number, and email address.** You can't ask to be excluded over the phone or at the Settlement Website. You **must** mail your Opt-Out Request form or letter with your exclusion request postmarked no later than **September 9, 2022** to:

**Suunto Dive Computer Settlement  
c/o Equitas Class Action Claims Administration Services  
P.O. Box 402  
3484 Boul. des Sources  
Dollard-des-Ormeaux, Quebec  
H9B 1Z9**

Your Opt-Out Request form or letter with your exclusion request must be received by the Settlement Administrator no later than September 9, 2022 to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca) regularly for updates regarding the settlement.

**If you do not comply with these opt-out procedures, including the deadline for exclusions, you will remain a Settlement Class Member and lose the ability to exclude yourself from the Settlement. As a Settlement Class Member, your rights will be determined in this lawsuit by the Settlement Agreement, provided the Court approves the Settlement Agreement.**

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## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Consumer Law Group P.C. acts as Class Counsel in this litigation. You will not be charged for the work of these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described above, you will be deemed by the Court to be a “Settlement Class Member.” As a Settlement Class Member, you will be represented by Class Counsel, but will not be charged for the services of Class Counsel. If you wish to remain a Settlement Class Member, but you do not wish to be represented by Class Counsel, you may hire your own lawyer to represent you. If you hire your own lawyer, your lawyer must file an appearance no later than **September 9, 2022**, with the Ontario Superior Court, and must send a copy, by regular mail, to Class Counsel and Defence Counsel at the addresses provided below, postmarked no later than **September 9, 2022**. If you do not exclude yourself from the Class Settlement, you will continue to be a Settlement Class Member, even if you are represented by your own lawyer. You will be responsible for any fees and costs charged by your own lawyer.

Why is Class Counsel Recommending the Class Settlement? Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal and factual issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

### 14. How will the administrative costs and lawyers’ fees be paid?

The Defendant has agreed to pay certain costs associated with the administration of the Settlement.

Class Counsel will apply to the Court for the payment of legal fees and disbursements

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by the Defendant in the amount of USD\$400,000, plus HST. Settlement Class Members will not be responsible for the payment of legal fees and disbursements of Class Counsel, and the payment of such fees and disbursements will not reduce any benefits to the Settlement Class Members.

The Defendant will not be responsible for any cost that may be incurred by, on behalf of, or at the direction of the Settlement Class Members, their counsel, or Class Counsel in (a) responding to inquiries about the Settlement, the Agreement, or the lawsuit; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Settlement or the Agreement.

## F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must send a written objection **signed by you** saying that you object to the settlement in *Kozlovic v. Suunto Oy*, Court File No. CV19-80810CP, to the Settlement Administrator so that it is received and filed no later than **September 9, 2022**.

In your objection, you must include:

- (a) a heading which refers to the lawsuit,
- (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- (c) if represented by counsel, the full name, telephone number, and address of all counsel;
- (d) all of the reasons for his or her objection;
- (e) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- (f) a statement that the objector is a Class Member, including the Class Member's model Dive Computer and the country, location and approximate date of

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purchase of the Dive Computer; and  
(g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient).

Any documents supporting the objection must also be attached to the objection. If any testimony is to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may object to the settlement either on their own or through an attorney retained at their own expense.

If you wish to appear at the Approval Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Settlement Approval Hearing. Objections must be filed with the Settlement Administrator, and separate copies served on Class Counsel and Defendant's counsel by regular mail, no later than **September 9, 2022**. The copies to be served on Class Counsel and Defendant's counsel must be mailed to the following addresses:

Class Counsel	Defense Counsel
Jeff Orenstein Consumer Law Group P.C. 251 Laurier Ave. West Suite 900 Ottawa, Ontario K1P 5J6	Sean McGarry Miller Thomson LLP 40 King Street West Suite 5800 P.O. Box 1011 Toronto, Ontario M5H 3S1

## **16. What is the difference between objecting and excluding?**

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement

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benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Suunto over the issues in the lawsuit.

## **G. THE COURT’S SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to grant final approval to the settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

### **17. When and where will the Court decide whether to grant final approval of the settlement?**

On **October 26, 2022 at 10:00 A.M.**, the Court will hold a public hearing by **Zoom in Virtual Court Room 217** to determine whether the Settlement should be approved. The Court also will consider Class Counsel’s application for an award of legal fees and disbursements. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

### **18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear. As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## **H. GETTING MORE INFORMATION**

### **19. How do I get more information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Forms, at [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca). You can also call the toll-free number,

**QUESTIONS? CALL TOLL FREE 1-866-413-7212 OR VISIT [www.suuntodivecomputersettlement.ca](http://www.suuntodivecomputersettlement.ca)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**1-866-413-7212** or write the Settlement Administrator at Suunto Dive Computer Settlement, c/o Equitas Class Action Claims Administration Services, P.O. Box 402, 3484 Boul. des Sources, Dollard-des-Ormeaux, Quebec, H9B 1Z9.

## **20. When will the settlement be final?**

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Settlement Approval Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. The Court has ordered that all questions be directed to the Settlement Administrator.

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## **Appendix A – Section 12 from the Settlement Agreement – Release and Waiver**

12.1 The Plaintiff and each and every Settlement Class Member, regardless of whether any Settlement Class Member executes and delivers a written release, on behalf of themselves, as well as on behalf of all of their heirs, successors in interest, assigns, transferees and grantees, fully and forever releases, remises, acquits and discharges the Releasees from the Released Claims. By executing this Agreement, the Parties acknowledge that the Action shall be discontinued pursuant to the terms of the Settlement Approval Order, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Approval Order shall provide for and effect the full and final release, by the Plaintiff and all Settlement Class Members, of all Released Claims.

12.2 The Settlement Class Members hereby acknowledge that they are aware that they or their legal counsel may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is still their intention to hereby fully, finally, and forever settle, release, extinguish and waive all of the Released Claims, known or unknown, suspected or unsuspected, that they had, now have or, absent this Agreement, may in the future have had against Releasees. In furtherance of such intention, the release herein given by the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release of the Released Claims notwithstanding any discovery of the existence of any such additional or different claims or facts.

12.3 If any Settlement Class Member brings an action or asserts a claim against any Releasee contrary to the terms of this Agreement, the counsel of record for such Settlement Class Member shall be provided with a copy of this Agreement. If the Settlement Class Member does not within twenty (20) Days thereafter dismiss his or her action and the action or claim is subsequently dismissed or decided in favor of the Releasees, the Settlement Class Member who brought such action or claim shall pay Releasees' reasonable counsel fees and disbursements incurred by Releasees in the defence of such action or claim.

12.4 Except as otherwise provided, nothing in this Agreement shall be construed in any way to prejudice or impair the right of the Defendant or the Defendant's insurers to pursue such rights and remedies as they may have against each other or third parties, who are not Settlement Class Members, under or in connection with any insurance policies.

12.5 The Parties agree that the Court shall retain jurisdiction over the Parties and the Agreement and with respect to the future performance of the terms of the Agreement, and to ensure that all payments and other actions required of any of the Parties by the Settlement and this Agreement are properly made or taken.

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