

Court File No. CV19-80810CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ANDREA KOZLOVIC

Plaintiff

– and –

SUUNTO OY

Defendant

Proceeding under the *Class Proceedings Act, 1992*

CANADIAN CLASS ACTION SETTLEMENT AGREEMENT

Made at Toronto as of the 3rd day of June, 2022

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RECITALS

A. WHEREAS the Defendant manufactured and sold the Dive Computers at various times since January 2006.

B. AND WHEREAS the Plaintiff has alleged in the Action, *inter alia*, that the Defendant's Dive Computers had various design defects.

C. AND WHEREAS the Plaintiff has asserted various statutory and common law claims in this Action against the Defendant, including claims alleging breach of contract, negligence, fraudulent concealment, breach of consumer protection legislation, breach of the *Sale of Goods Act*, the *Consumer Protection Act, 2002*, the *Competition Act*, the *Canada Consumer Product Safety Act*, the *Consumer Packaging and Labelling Act*, and unjust enrichment;

D. AND WHEREAS the Defendant denies the allegations in this Action and asserts numerous defences to the claims alleged by the Plaintiff in this Action, including challenges to jurisdiction;

E. AND WHEREAS the Parties have engaged in extensive arms-length settlement negotiations and have now reached an agreement providing for a national class-wide settlement of this Action and a release of the Released Claims by the Settlement Class;

F. AND WHEREAS the Plaintiff and Class Counsel have examined and considered the benefits to be provided to the Class under the Settlement provided for in this Agreement and the claims and defences that could be asserted regarding the Dive Computers, and have concluded that the Agreement is in the best interest of the Class, taking into account the risks of litigation, and the length of time required to complete the litigation and any appeals;

G. AND WHEREAS the Defendant has at all times disputed, and continues to dispute, the allegations in the Action and to deny any liability for any of the claims that have or could have been raised by the Plaintiff or the Class regarding the Dive Computers;

H. AND WHEREAS the Defendant nevertheless believes that the comprehensive resolution of the disputed issues as provided for in this Agreement will avoid the substantial expense and disruption of continued litigation;

I. AND WHEREAS all Parties wish now to compromise their differences and achieve peace with finality on the issues in dispute;

NOW THEREFORE, in consideration of all of the terms, conditions, covenants, and promises set forth herein, and subject to Court approval, the Parties agree as follows:

SECTION 1 – DEFINITIONS

1.1 “**Action**” means this putative class proceeding No. CV19-80810CP commenced by the Plaintiff against the Defendant in the Ontario Superior Court of Justice.

1.2 “**Administration Expenses**” means reasonable fees and expenses incurred by the Settlement Administrator for administering the Settlement, including, without limitation, the preparation, publication and dissemination of the Class Notice, the establishment and maintenance of the Settlement Website and of a bilingual toll-free telephone service as well as all related staffing, the evaluation of Reimbursement Claim Forms, the processing Opt-Out Requests, the preparation of status reports to the Parties, administering the Reimbursement Fund, and the distribution of any payments to Settlement Class Members under this Agreement.

1.3 “**Agreement**” means this Canadian Class Action Settlement Agreement and the Recitals and Exhibits hereto.

1.4 “**Approval Notice**” means the notice that advises Class Members that the Court has approved the Settlement.

1.5 “**Claim**” means the claim of a Class Member submitted on an applicable claim form as specified in this Agreement.

1.6 “**Claimant**” means a Class Member who submits a Claim.

1.7 “**Claim Period**” means the time period during which Class Members may submit an applicable Reimbursement Claim Form to the Settlement Administrator, which shall run from the Class Notice Date up to ninety (90) Days after the Settlement Approval Notice is published and disseminated in accordance with the Notice Plan, but in no event shall it be less than six (6) months.

1.8 “**Claim Process**” means the process by which a Settlement Class Member submits a Claim to the Settlement Administrator in accordance with the terms of this Agreement.

1.9 “**Class**” means all residents in Canada who purchased¹ new any of the Dive Computers since 2006.

1.10 “**Class Counsel**” means the law firm of Consumer Law Group P.C.

1.11 “**Class Counsel Fees and Expenses**” means the amount of USD\$400,000, plus HST, to be paid to Class Counsel on account of all work performed in the Action as well as all fees and disbursements in connection with this Action, including, without limitation, any future fees or costs to be incurred in connection with monitoring the Settlement during the Settlement administration process.

1.12 “**Class Counsel’s Website**” means the website of Consumer Law Group at www.clg.org.

1.13 “**Class Member**” means an individual member of the Class.

1.14 “**Class Notice**” means the Pre-Approval Notice (Short and Long Form) and the Approval Notice, in the forms attached hereto as Exhibit “G”, to be published and disseminated in accordance with the Notice Plan.

1.15 “**Class Notice Date**” means the date that the Class Notice is first published and disseminated in accordance with the Notice Approval Order.

1.16 “**Common Issue**” means the issue of whether the depth pressure sensor on the Dive Computers was susceptible to a malfunction requiring repair.

1.17 “**Court**” means the Ontario Superior Court of Justice.

1.18 “**Day**” means a calendar day, unless otherwise expressly noted.

1.19 “**Defence Counsel**” means the law firm of Miller Thomson LLP.

¹ Persons who were given new Dive Computers as a gift are included as purchasers in the Class.

1.20 “**Defendant**” means Suunto Oy.

1.21 “**Dive Computers**” means the following models of dive computers sold new at various times since January 2006: Suunto Cobra, Suunto Cobra 2, Suunto Cobra 3, Suunto Cobra 3 Black, Suunto Vyper, Suunto Vyper Novo, Suunto Vyper 2, Suunto Vyper Air, Suunto HelO2, Suunto Gekko, Suunto Vytec, Suunto Vytec DS, Suunto Zoop, Suunto Zoop Novo, Suunto Mosquito, Suunto D4, Suunto D6, Suunto D9, Suunto D4i, Suunto D6i, Suunto D4i Novo, Suunto D6i Novo, Suunto D9tx, and Suunto DX.

1.22 “**Education and Outreach Program**” means the program described in Section 5.5 and Exhibit “E”.

1.23 “**Excluded Costs**” means any fees, disbursements, costs or expenses incurred by, on behalf of or at the direction of the Plaintiff or Class Counsel in: (a) responding to inquiries about the Settlement, this Agreement, or the Action; (b) defending this Agreement or the Settlement against any challenge to it, including any objection by any Class Member or any other person; and/or (c) defending against any challenge to any order or judgment entered pursuant to the Settlement and this Agreement.

1.24 “**Final Order**” means a Settlement Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Settlement Approval Order.

1.25 “**Final Order Date**” means the date on which a Settlement Approval Order becomes a Final Order.

1.26 “**Inspection, Repair, or Replacement Program**” means the program to inspect the depth pressure sensors and related components of the Dive Computers and to repair or replace the computers having a depth pressure sensor failure pursuant to the program terms described in Section 5.2 and Exhibit “A”.

1.27 “**Inspection, Repair, or Replacement Program Claim Form**” means the claim form to be used by Class Members to submit claims in the Inspection, Repair, or Replacement Program, substantially in the form of Exhibit “B”.

1.28 “**Notice Approval Order**” means an order certifying this Action for settlement purposes only, approving the Class Notice, the Notice Plan, the claim forms, the Opt-Out Request, as well as setting the Settlement Approval Hearing Date, the Opt-Out Deadline, and the Objection Date, in the form attached hereto as Exhibit “H”.

1.29 “**Notice Plan**” means the plan for providing class-wide notice of the Settlement, which is set out in Section 6 of this Agreement.

1.30 “**Objection Date**” means the date by which Class Members must file and serve objections to the Agreement and shall be no later than thirty (30) Days before the Settlement Approval Hearing Date.

1.31 “**Opt-Out Deadline**” means the date that is forty-five (45) Days after the Class Notice Date.

1.32 “**Opt-Out Request**” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt-Out Deadline by a Class Member who wishes to be excluded from the Settlement Class in a manner that complies with Section 7.4 of this Agreement and is in the form attached hereto as Exhibit “J”.

1.33 “**PADI Program**” means the diving safety educational program available to Class Members, in the event funds remain from the Reimbursement Program, pursuant to program the terms described in Section 5.4.

1.34 “**Parties**” means the Plaintiff and the Defendant, collectively.

1.35 “**Plaintiff**” means Andrea Kozlovic.

1.36 “**Pre-Approval Notice**” means the notice that advises Class Members of (a) the certification of the Action as a class proceeding for settlement purposes only; (b) the date and location of the Settlement Approval Hearing; (c) the principal element of the Agreement; (d) the process by which Class Members can receive settlement relief, object to the Agreement, or exclude themselves thereof; and (e) the Opt-Out Deadline and the Objection Date.

1.37 “**Reimbursement Claim Form**” means the document, substantially in the form of Exhibit “D”.

1.38 “**Reimbursement Fund**” means the fund in the amount of USD\$77,500 created to pay eligible Class Members who meet the criteria for reimbursement payments set forth in this Agreement.

1.39 “**Reimbursement Program**” means the program for reimbursing claims pursuant to the program terms described in Section 5.3.

1.40 “**Released Claims**” means any claim by any Releasor related in any way to the Dive Computers regardless of cause of action, type of loss or damage, or relief sought, and including, without limitation, any and all past, present, future or potential claims, demands, suits, proceedings, payment of obligations, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including without limitation court costs, legal fees and disbursements), requests for relief of any kind, statutory or regulatory obligations, judgments or any liabilities of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, matured or un-matured, accrued or un-accrued, personal or representative, derivative or subrogated, direct or indirect, whether statutory, in law, equity, civil or criminal, whether sounding in tort, contract, equity, nuisance, trespass, negligence or strict liability, which have been asserted in this Action, could have been asserted, or may be asserted by or on behalf of any Releasor. Notwithstanding the foregoing, Released Claims do not include claims for personal injury or wrongful death allegedly arising from the Dive Computers.

1.41 “**Releasees**” means the Defendant and its respective present and former parents, subsidiaries, divisions, affiliates, partners, directors, officers, employees, servants, agents, representatives, shareholders, suppliers, distributors, dealers and sales branches, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of all of the foregoing, together with the underwriters and insurers of any Releasee.

1.42 “**Releasors**” means any and all members of the Settlement Class, any person who may be entitled to make any subrogated, derivative or other claim pursuant to any contract, law or statute

based upon any relationship with a Settlement Class Member, any person or organization deemed to be a Releasor by operation of this Agreement, and the respective successors, heirs, beneficiaries, next of kin, executors, administrators and assigns of any of the foregoing.

1.43 “**Settlement**” means the Settlement provided for in this Agreement.

1.44 “**Settlement Administrator**” means the entity approved by the Court to implement the Notice Plan, manage and maintain the Settlement Website and the toll-free number, administer the Claim Process, send refunds pursuant to the Reimbursement Program, and perform overall administrative functions. The Parties will jointly agree on and designate the Settlement Administrator, subject to approval by the Court.

1.45 “**Settlement Approval Hearing**” means the hearing by the Court to determine whether this Settlement is fair and reasonable in accordance with the *Class Proceedings Act* and to approve the Class Counsel Fees and Expenses.

1.46 “**Settlement Approval Hearing Date**” means the date for the Settlement Approval Hearing that is fixed by the Court.

1.47 “**Settlement Approval Order**” means an order approving the Settlement, in the form attached as Exhibit “I”.

1.48 “**Settlement Class**” means all members of the Class who do not validly opt out of this Settlement in accordance with the terms of this Agreement.

1.49 “**Settlement Class Members**” means the members of the Settlement Class, but does not include any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations.

1.50 “**Settlement Website**” means the Internet website to be created and maintained for this settlement by the Settlement Administrator to provide information to the public and the Class about this Agreement. The Settlement Website shall be www.suuntodivecomputersettlement.ca. The dedicated Settlement Website will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf

format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Agreement, the Class Notice, the Frequently Asked Questions and Answers, the Inspection, Repair, or Replacement Claim Form, the Reimbursement Claim Form, and Court documents that may be of interest to most Class Members. The Settlement Website shall be designed to permit Class Members to complete and submit online the Inspection, Repair, or Replacement Claim Form and the Reimbursement Claim Form and to sign up to participate in the PADI Program, if available on a first come, first serve basis.

SECTION 2 – PURPOSE OF THIS AGREEMENT

2.1 The purpose of this Agreement is to memorialize the terms and conditions of the Settlement through and by which the Parties wish to finally and conclusively resolve the matters at issue in the Action, including, without limitation, any and all Released Claims.

2.2 The Parties are entering into this Agreement for the purpose of compromising and settling disputed claims. This Agreement is not an admission by the Defendant of any wrongdoing whatsoever relating to Dive Computers or the design of the Dive Computers. Nor is this Agreement an admission by the Defendant of any misrepresentation concerning the Dive Computers, or any other matter alleged in this Action.

2.3 Neither the execution of this Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in this Action or in any other action or proceeding, be construed or considered as evidence of an admission by the Defendant of the validity of any claim that has or could have been made by the Plaintiff, the Class, or any Class Member. The Defendant denies any wrongdoing whatsoever relating to the Dive Computers. This Agreement, however, may be admitted as evidence in any action to enforce its terms.

2.4 Nothing in this Agreement or in the documents relating to this Agreement shall be construed, deemed or offered as an admission by any of the Parties, or by any Class Member, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, regardless of whether this Agreement ultimately becomes effective.

2.5 This Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be, offered, received, or construed as evidence of, a presumption of, concession of, or an admission by any Party in respect of any of the following:

- (1) The liability or non-liability of any person, including without limitation any Releasee or any Party;
- (2) The suitability or unsuitability for certification of any litigation class whatsoever;
- (3) The extent to which any claim against the Releasees could satisfy the requirements for certification of a litigation class if certification were contested; or,
- (4) The making of any alleged misrepresentation or omission in any statement or written document approved or made by any Releasee or Party.

2.6 Notwithstanding Sections 2.4 and 2.5, reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement.

SECTION 3 – CERTIFICATION FOR SETTLEMENT PURPOSES

3.1 For the purposes of implementing this Agreement, and for no other purpose, the Defendant consents to the conditional certification of the Class, as set forth in the Notice Approval Order, on the terms and conditions of this Agreement.

3.2 Neither the certification of a Class pursuant to the terms of this Agreement nor the statement of the Common Issue shall constitute, or be construed as, an admission on the part of the Defendant that this Action, or any other proposed class action, is appropriate for certification as a litigation class under any applicable law, or that the Common Issue or any other common issue is appropriate for certification on a contested basis in this Action or on any basis in any other proceeding.

SECTION 4 – REQUIRED EVENTS

4.1 Upon execution of this Agreement, the Plaintiff will seek Court approval of the Class Notice by way of the Notice Approval Order. If the Notice Approval Order is issued without material amendment, as soon practicable thereafter, the Parties will take all necessary steps to fulfil their respective obligations under the Notice Plan as set out in this Agreement.

4.2 If the Notice Approval Order is issued without material amendment, the Plaintiff shall forthwith thereafter move before the Court for the Settlement Approval Order.

SECTION 5 – SETTLEMENT RELIEF

5.1 The consideration provided to Class Members in return for the release of the Released Claims generally consists of the Inspection, Repair, or Replacement Program, the Reimbursement Program, the PADI Program, and the Education and Outreach Program, as set forth below. The costs and expenses associated with providing the settlement relief and otherwise implementing the consideration in this Section of the Agreement shall be the obligation solely of and paid for by the Defendant.

5.2 Dive Computer Inspection, Repair, or Replacement Program

(1) The eligibility requirements for Class Members for relief under the Inspection, Repair, or Replacement Program are set forth in Exhibit “A”.

(2) The Defendant will offer to qualifying Class Members the Inspection, Repair, or Replacement Program to inspect, and repair or replace Class Members’ Dive Computers that suffer from a depth pressure sensor failure, pursuant to the program terms described in the Inspection, Repair, or Replacement Program protocols and eligibility requirements, attached as Exhibit “A”. Coverage under the Inspection, Repair, or Replacement Program will run for a period of eight (8) years from the date of manufacture of the Dive Computer, but in no event less than three (3) years from the Final Order. The date of manufacture of the Class Member’s Dive Computer shall be determined from the serial number on the Dive Computer. The relief provided under the Inspection, Repair, or Replacement Program shall be at no charge to the Class Member.

(3) The Inspection, Repair, or Replacement Program provides Class Members who believe their Dive Computer may have a depth pressure sensor failure with the opportunity to have their Dive Computer inspected by an authorized Suunto service centre and, if found to have a depth pressure sensor failure, then repaired or replaced in accordance with the Defendant's then current Service Manuals. At any time during the Inspection, Repair, or Replacement Program, Class Members may bring or mail (at the Defendant's cost) their Dive Computers to an authorized Suunto service centre for inspection and evaluation of whether the Dive Computer suffers from a depth pressure sensor failure. If the authorized Suunto service centre determines through inspection, as outlined in Exhibit "A", that the Dive Computer has a depth pressure sensor failure, the Defendant shall, consistent with its current Service Manuals, repair the Dive Computer or replace the Dive Computer at no charge to the Class Member. Any repaired or replaced Dive Computer provided to a Class Member under this Inspection, Repair, or Replacement Program shall be covered by the Defendant's standard warranty at the time of repair or replacement, but in no event shall the warranty on the repaired or replaced Dive Computers be less than (5) five years for depth pressure sensor failures from the date of the repair or replacement under the Program.

(4) The Defendant shall provide on its website and the Settlement Website a current list of its service centres that are authorized to conduct inspections pursuant to the Inspection, Repair, or Replacement Program. Each authorized Suunto service centre will be provided with "Frequently Asked Questions and Answers," as set forth in Exhibit "F", to respond to anticipated questions by Class Members about the Inspection, Repair, or Replacement Program. The Defendant shall not alter the original content in Exhibit "F" for a period of two years, except in the case of exigent circumstances justifying a change; however, the Defendant shall thereafter be permitted to update and modify the content consistent with the original message from time to time as needed. At no time shall any changes in the FAQs be made that are inconsistent with this Agreement. All material changes, meaning changes that would negatively impact the rights of a Class Members under the Agreement, must be provided to Class Counsel prior to implementation and may be challenged by Class Counsel for inconsistency with the terms of this Agreement. The authorized Suunto service centres and the Defendant's customer service centre will be trained to respond to calls from consumers and retailers about the Inspection, Repair, or Replacement Program in compliance with this Agreement.

5.3 Reimbursement Program

(1) The eligibility requirements for Class Members for relief under the Reimbursement Program are set forth in Exhibit “C”.

(2) The Defendant, for the benefit of qualifying Class Members, will create a Reimbursement Fund in the total amount of USD\$77,500, to be funded in installments of USD\$25,000, USD\$25,000, and USD\$27,500. The first installment is due within ten (10) business days of the Final Order; the second and third installments are due if the balance in the Reimbursement Fund ever falls below USD\$15,000.

(3) The purpose of the Reimbursement Fund is to partially reimburse qualifying Class Members pursuant to the terms of this Agreement who, according to the requirements of this Section, provide proof sufficient to the Settlement Administrator that their Dive Computer had a depth pressure sensor that failed within ten (10) years of their purchase date and either (i) they discarded the Dive Computer within ten (10) years of their purchase date due to a pressure sensor failure and did not receive a repaired or replacement Dive Computer, or (ii) they purchased a replacement Dive Computer directly or indirectly from the Defendant in connection with a warranty program at a cost to the Class Member. Eligible Class Members will receive a partial reimbursement payment pursuant to the schedule attached as Exhibit “C”. Qualifying Class Members will also be able to make a Claim for reimbursement from the Reimbursement Fund for documented out of pocket costs the Class Member incurred in attempting to repair his or her Dive Computer that had a depth pressure sensor failure within the period set forth in this Section.

(4) To receive payment under the Reimbursement Program from the Reimbursement Fund, an eligible Class Member must: 1) timely submit a valid Reimbursement Claim Form signed under penalty of law that includes appropriate evidence that they meet the requirements of Subsection 5.3(3) above; 2) provide their proof of purchase or appropriate evidence of their purchase of a Dive Computer; 3) provide appropriate evidence that they discarded the Dive Computer within ten (10) years from their purchase date; and 4) provide appropriate evidence of a depth pressure sensor failure in their Dive Computer.

(5) Specifically excluded from this Reimbursement Program for Class Members are any dive computers that are not Dive Computers as defined in this Agreement. Further excluded from this Reimbursement Program are Dive Computers that fall within the Defendant's standard five-year warranty or had a depth pressure sensor failure caused by a) modification to the Dive Computer, b) overexposure to chemicals, or c) misuse of the Dive Computers, in accordance with the terms of the Defendant's warranty as of the date of this Agreement.

(6) The Settlement Administrator shall administer the disbursement of the Reimbursement Fund as set forth below. Class Members who meet the criteria for reimbursement under the Reimbursement Program shall receive a reimbursement payment from the Settlement Administrator out of the Reimbursement Fund according to the requirements of this Section. In the event the aggregate of the valid and timely Claims exceeds the Reimbursement Fund amount, each Claim award shall be reduced pro rata. The pro rata calculations of the Settlement Administrator shall be final subject to the terms of the Agreement. In the event the aggregate of the valid and timely Claims is less than the Reimbursement Fund amount, the remainder shall be used to fund Professional Association of Diving Instructors (PADI) online certifications or advanced training classes for eligible Class Members consistent with Subsection 5.4 below, after all funds have been distributed to Class Members eligible to receive a partial reimbursement payment from the Reimbursement Fund. In the event any cheques are not cashed by any Class Member eligible to receive a partial reimbursement payment from the Reimbursement Fund, the Settlement Administrator shall make reasonable efforts in its discretion to ensure all cheques are cashed. These efforts must be economically proportionate to the amount of the uncashed cheque, taking into account the amount remaining in the Reimbursement Fund. In the event uncashed cheques remain and expire after reasonable and economically proportionate efforts of the Settlement Administrator, the value of the uncashed and expired cheques, combined with any money remaining in the Reimbursement Fund, shall be used to fund Professional Association of Diving Instructors (PADI) online certifications or advanced training classes for eligible Class Members consistent with subsection 5.4 below.

(7) Class Members will be able to obtain Reimbursement Claim Forms on the Settlement Website and can submit them to the Settlement Administrator either online or by Canada Post. To

be timely, all Reimbursement Claim Forms must be submitted or postmarked by the close of the Claim Period.

(8) The Settlement Administrator shall receive the Claims, whether submitted electronically via the Settlement Website or by Canada Post, and the Settlement Administrator shall administer the review and processing of Claims. The Settlement Administrator shall have the authority to determine whether Reimbursement Claim Forms submitted by Class Members are complete and timely.

(9) If a Claim is deficient, the Settlement Administrator shall mail and/or email a notice deficiency letter to the Class Member requesting that the Class Member remedy the deficiencies and resubmit the Reimbursement Claim Form within thirty (30) Days of the date of the letter from the Settlement Administrator. If the Class Member fails to provide the requested documentation or information, that Claim shall be denied without further processing. The Settlement Administrator shall use its best efforts to complete its review of timely and completed Reimbursement Claim Forms within sixty (60) Days of receipt, but in no event shall processing continue more than ninety (90) Days after the Claim Period.

(10) If accepted for payment, the Settlement Administrator shall pay the Claim of the Class Member within one hundred and twenty (120) Days after the Final Order.

(11) Within ten (10) Days of the close of the Claim Period, if there are Claims rejected for payment, in whole or in part, the Settlement Administrator shall notify Class Counsel and Defence Counsel of said rejections and the reason(s) why. The decision of the Settlement Administrator shall be final, provided however, that Class Counsel and Defence Counsel may meet and confer in an attempt to resolve these denied Claims. If Class Counsel and Defence Counsel jointly recommend payment of any Claims rejected by the Settlement Administrator, then Defence Counsel shall inform the Settlement Administrator to pay said Claims from the Reimbursement Fund. If Class Counsel and Defence Counsel disagree, they shall notify the Settlement Administrator who shall make a final determination as to whether the Claim shall be paid from the Reimbursement Fund.

(12) The Settlement Administrator shall timely provide copies of all rejection notices to Class Counsel. Any Class Member whose Claim is rejected in full shall not receive any payment from the Reimbursement Fund for the Claim submitted and shall, in all other respects, be bound by the terms of the Agreement and by the Final Order entered in the Action, unless such Class Member has submitted a timely Opt-Out Request pursuant to Section 7. Similarly, any Class Member whose Claim is approved in part and rejected in part shall not receive any payment from the Reimbursement Fund for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Agreement and by the Final Order entered in the Action, unless such Class Member has submitted a timely Opt-Out Request pursuant to Section 7. Similarly, any Class Member with an uncashed and/or expired cheque shall not receive any further payment from the Reimbursement Fund, and shall be bound by the terms of the Agreement and by the Final Order entered in the Action, unless such Class Member has submitted a timely Opt-Out Request pursuant to Section 7.

(13) No person shall have any claim against the Defendant, the Settlement Administrator, the Plaintiff, the Class, Defence Counsel, or Class Counsel based on any eligibility or payment determinations made in accordance with the Agreement.

(14) The Defendant's liability for any reimbursements or other payments to Class Members pursuant to this Agreement shall be limited to the amount of the Reimbursement Fund.

5.4 PADI Program for Unused Reimbursement Fund

(1) In the event money remains in the Reimbursement Fund after all payments of accepted Claims by the Settlement Administrator have been made and all time periods for cashing cheques has expired (the "Remaining Funds"), Class Members shall be eligible to receive a PADI eLearning certification or online advanced training class offered by the Professional Association of Diving Instructors ("PADI"), on a first come, first serve basis, until the Remaining Funds are depleted or until the Remaining Funds are insufficient to pay for an entire PADI class. Each recipient Class Member shall receive a certificate valid for one PADI class. Certificates are limited to one per Class Member. Each PADI class shall be valued at the retail value charged by PADI for such PADI class. The Settlement Administrator shall administer the distribution of certificates for participation in the PADI Program. The certificates are transferable.

(2) Class Members who wish to be eligible to participate in the PADI Program shall sign up online on the Settlement Website by the close of the Claim Period. The Settlement Administrator shall have the authority to determine the order and validity of requests for participation in the PADI Program. Settlement Administrator's decision on a first come, first serve basis is final.

(3) In the event all Remaining Funds are not depleted through issuance of PADI eLearning certification or online advanced training classes, after all time periods have expired, the Remaining Funds shall be distributed to the non-profit PADI Foundation.

5.5 Education and Outreach Program

(1) The Defendant, for the benefit of Class Members and others who may use the Dive Computers, will create an educational outreach program to provide knowledge and best practices concerning the role a dive computer should play in diving, including the best practices, risks, measures, and back-up systems associated with equipment failures, including depth pressure sensor failures, that will occur from time to time in diving equipment, including in dive computers. The Education and Outreach Program will be published by the Defendant and shall include a professionally produced educational video regarding best practices when using a dive computer, identification of pressure sensor failure and its risks, what to do when a pressure sensor problem is suspected, and how to participate in the Inspection, Repair, or Replacement Program and Reimbursement Program portions of this Agreement. The part of the video pertaining to participation in the Reimbursement Program may be eliminated after the close of the Claim Period. The Defendant shall pay the costs of producing and distributing the educational video.

(2) The educational video shall be maintained on the Defendant's website for a period of not less than ten (10) years from the Final Order. The Defendant shall develop the content with input and approval from Class Counsel. Preliminary content for the initial educational video is set forth in Exhibit "E" to this Agreement. The Defendant shall not alter the original content for a period of two years, except in the case of exigent circumstances justifying a change, but nonetheless consistent with the terms of this Agreement; however, the Defendant shall thereafter be permitted to update and modify the content consistent with the original message from time to time as needed.

(3) While the educational video will be in English, a French subtitled version will also be created at the Defendant's expense.

5.6 No Additional Benefits

(1) There are no other benefits available to Class Members other than those specified in this Agreement, including the attached exhibits.

SECTION 6 – NOTICE PLAN

6.1 Class Notice will be accomplished through a combination of direct and/or email notice (where possible), media outlets, publication in dive magazines, display in retail dive shops, the Defendant's website, Internet searches (i.e. Google keywords and banner), on social media (i.e. Facebook and Twitter), the Settlement Website, and Class Counsel's Website and social media accounts, each of which is described below.

6.2 On or before the Class Notice Date:

(1) The Settlement Administrator shall arrange for and cause the Short Form of the Pre-Approval Notice to be published and disseminated in the following manner: (a) delivered via email and/or regular mail to all potential Class Members for whom the Defendant has an email or physical address; (b) published in Diver Magazine (Canada); (c) displayed in retail dive shops across Canada; (d) posting to online dive forums; and (e) posting on the Settlement Website, along with the Long Form.

(2) Class Counsel shall arrange for and cause the Short Form of the Pre-Approval Notice to be published and disseminated in the following manner: (a) at its own expense, delivered via email to all potential Class Members that have inputted their contact information on Class Counsel's Website; (b) create a Google keyword and banner campaign with a USD\$10,000 budget, paid for by the Defendant, which when clicked on, will link to the Settlement Website; (c) create a Facebook advertisement campaign with a USD\$20,000 budget, paid for by the Defendant, which when clicked on, will link to the Settlement Website; (d) create a Twitter advertisement campaign with a USD\$5,000 budget, paid for by the Defendant, which when clicked on will link to the

Settlement Website; and (e) at its own expense, posting on Class Counsel's Website, along with the Long Form.

6.3 Following the Settlement Approval Order:

(1) The Settlement Administrator shall arrange for and cause the Approval Notice to be published and disseminated in the following manner: (a) delivered via email and/or regular mail to all Settlement Class Members for whom the Defendant has an email or physical address; (b) published as a CNW News Release in French and in English; and (c) posting on the Settlement Website.

(2) Class Counsel shall arrange for and cause the Approval Notice to be published and disseminated in the following manner: (a) at its own expense, delivered via email to all Settlement Class Members that have inputted their contact information on Class Counsel's Website; (b) at its own expense, posting on Class Counsel's Website; and (f) at its own expense, posting on Class Counsel's social media accounts.

6.4 The Parties agree that the Class Notice and the Notice Plan to be implemented pursuant to this Agreement are reasonable, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice of the Settlement and the other matters set forth in the Class Notice to all persons entitled to receive notice, and fully satisfy the requirements of the *Class Proceedings Act*.

6.5 Class Counsel agrees to direct all further inquiries from Settlement Class Members, other than the representative plaintiff, to the Settlement Website or Settlement Administrator.

SECTION 7 – OPTING OUT AND OBJECTING

7.1 Any Class Member who desires to be excluded from the Settlement Class must submit to the Settlement Administrator an Opt-Out Request to the address stated in the Pre-Approval Notice on or before the Opt-Out Deadline.

7.2 Any election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, not by any appointees, assignees, claims brokers, claims filing

services, claims consultants or third-party claims organizations, except that an election to opt out may be submitted by a Class Member's counsel on an individual basis.

7.3 Any Class Member who does not submit a properly completed Opt-Out Request before the Opt-Out Deadline shall be deemed to be a member of the Settlement Class upon the expiry of the Opt-Out Deadline.

7.4 To exercise the opt-out right set out herein, the Class Member must deliver an Opt-Out Request strictly in accordance with this Agreement. The Opt-Out Request must:

- (1) contain the name of the Action and court file number;
- (2) contain the Class Member's full name and current address;
- (3) identify the name and address of the Class Member's counsel, if any;
- (4) declare that the Class Member purchased a Dive Computer and indicate the approximate date of such purchase, if known;
- (5) declare that the Class Member wants to be excluded from the Settlement Class; and
- (6) be signed and dated by the Class Member.

7.5 An Opt-Out Request will not be effective unless it is (a) sent by regular mail to the Settlement Administrator and postmarked on or before the Opt-Out Deadline; or (b) submitted electronically through the Settlement Website and received by the Settlement Administrator on or before the Opt-Out Deadline.

7.6 Any Class Member who elects to opt out of the Settlement Class in accordance with the terms of this Agreement shall not be a Settlement Class Member and shall not be entitled to relief under this Agreement.

7.7 To the extent that the running of any statute of limitations, or any other defence of lapse of time has been suspended by operation of law as to a Class Member's Claim, the same will continue to be suspended as to any Class Member who opts out of the Settlement until 30 Days after the

Settlement Administrator's receipt of the relevant Opt-Out Request, or for such longer period as the law may provide without reference to this Agreement.

7.8 Any Class Member who has not submitted a timely written Opt-Out Request and who wishes to object to the Settlement must comply with the rules for objection set out in the Class Notice.

7.9 The written objection of any Class Member must include:

- (1) a heading which refers to the Action;
- (2) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- (3) if represented by counsel, the full name, telephone number, and address of all such counsel;
- (4) all of the reasons for his or her objection;
- (5) whether the objector intends to appear at the Settlement Approval Hearing on his or her own behalf or through counsel;
- (6) be signed and dated by the Class Member.
- (7) a statement that the objector is a Class Member and that includes the model Dive Computer(s) owned by the objector and the province, location and approximate date of purchase; and
- (8) 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 proposed 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 file an objection either on their own or through an attorney retained at their own expense.

7.10 Class Members or their attorneys who intend to make an appearance at the Settlement Approval Hearing must file with the Court a notice of intention to appear, with courtesy copies to Class Counsel and Defence Counsel.

7.11 Any Class Member who fails to comply with the provisions of this Section above shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release and the Final Order in the Action.

SECTION 8 – TERMINATION

8.1 Subject only to Section 11, unless the Plaintiff and the Defendant shall agree otherwise in writing, this Agreement shall be automatically terminated and shall become null and void, and no obligation on the part of any of the Parties will accrue, if (i) the Court declines to issue the Notice Approval Order without amendment, (ii) the Court declines to issue the Settlement Approval Order without amendment, or (iii) the Settlement Approval Order does not become a Final Order.

8.2 If the Settlement is terminated automatically under Section 8.1 above, the Defendant shall bring a motion before the Court for an order:

- (1) Declaring the Agreement to be null and void and of no force or effect; and,
- (2) Setting aside the Notice Approval Order and/or the Settlement Approval Order on the basis of the termination of the Agreement.

8.3 The following terms shall apply in the event that this Agreement is automatically terminated pursuant to Section 8.1 above:

- (1) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement, and without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to oppose the certification of the Action and to argue that there are no common issues.

(2) Any prior certification of the Action as a class proceeding, including the definition of the Class and the statement of the Common Issue, shall be without prejudice to any position that any person or Party may later take on any issue in the Action or any other litigation.

(3) This Agreement shall have no further force and effect, shall not be binding on any person or Party and shall not be used as evidence or otherwise in any litigation or other proceeding, and the legal position of each Party shall be the same as it was immediately prior to the execution of this Agreement and each party may exercise its legal rights to the same extent as if this Agreement had never been executed.

(4) Without limiting the generality of the foregoing, the releases and the bar of claims provided for in Section 12 shall be null and void and of no force and effect whatsoever.

(5) Notice of the termination shall be published on the Settlement Website within 72 hours of the termination;

(6) The Plaintiff and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in Action including, without limitation, any argument concerning class certification, and damages;

(7) All costs incurred in connection with the settlement, including, but not limited to, notice, publication, claims administration and customer communications are the sole responsibility of the Defendant and will be paid by the Defendant. For certainty, these costs shall not include legal costs incurred by Class Counsel. Neither the Plaintiff nor Class Counsel shall be responsible for any of these costs or other settlement-related costs, except as otherwise provided for in this agreement; and

(8) Notwithstanding the terms of this paragraph, if the Agreement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Defendants reserve the right to object to the reasonableness of such requested fees.

SECTION 9 – DEFENDANT’S PAYMENT OBLIGATIONS

9.1 Within ten (10) business days of the Final Order, the Defendant shall pay the sum of USD\$5,000 to the Plaintiff as an honorarium for bringing the Action and for her time and effort in relation thereto. The honorarium awarded shall be paid by the Defendant in addition to the other benefits of this Agreement.

9.2 After agreeing to the principal terms set forth in this Agreement, Class Counsel and Defence Counsel negotiated the amount of the Class Counsel Fees and Expenses that, separate and apart from the consideration for this Settlement, following application to the Court and subject to Court approval, would be paid by the Defendant as the fee award and costs award to Class Counsel. Within ten (10) business days after the Final Order, the Defendant will pay to Class Counsel the Class Counsel Fees and Expenses.

9.3 Unless otherwise specified herein, the costs associated with the publication and dissemination of the Class Notice and otherwise implementing the Notice Plan, shall be paid by the Defendant. The Parties agree to attempt to keep the cost of the Notice Plan at or below USD\$50,000. Neither the Plaintiff nor Class Counsel has any responsibility to pay the costs associated with the publication and dissemination of the Class Notice, even if: (a) the Settlement is terminated in accordance with Section 8 of this Agreement; (b) the Settlement is not approved by the Court at the Settlement Approval Hearing; or (c) there is no Final Order.

9.4 The Defendant will pay the Administration Expenses directly to the Settlement Administrator. The Parties agree to attempt to keep the cost of the Settlement Administrator fees at or below USD\$50,000 plus applicable taxes. Neither the Plaintiff nor Class Counsel has any responsibility to pay the Administration Expenses, even if: (a) the Settlement is terminated in accordance with Section 8 of this Agreement; (b) the Settlement is not approved by the Court at the Settlement Approval Hearing; or (c) there is no Final Order.

9.5 Within five (5) Days after the Court has set down the Approval Hearing Date, the Defendant will transfer to the Settlement Administrator the costs associated with the publication and dissemination of the Class Notice in accordance with the Notice Plan.

9.6 Within ten (10) business days after the Final Order, the Defendant will transfer to the Settlement Administrator the amounts necessary for the creation of the Reimbursement Fund to be placed in a Canadian bank account for the purpose of distributing payment to eligible Claimants.

9.7 There will be no further payment made by the Defendant, or further obligation, in relation to the settlement of the claims or the administration or settlement of the Action, or for any other step or steps taken in the Action.

9.8 The Defendant shall not be liable for any Excluded Costs.

SECTION 10 – SETTLEMENT ADMINISTRATOR

10.1 The Parties will jointly agree on and designate, subject to Court approval, a Settlement Administrator for this Agreement. The cost of administration of the settlement by the Settlement Administrator shall be paid directly by the Defendant. In the event the Court does not give final approval to this Agreement, the Settlement Administrator shall immediately stop any and all activity on this settlement and will not be paid for activity taking place thereafter.

10.2 The Settlement Administrator shall perform all of the functions of the Settlement Administrator as set out herein, including without limitation: (a) arranging for and implementing the Notice Plan; (b) receiving and maintaining any Class Member correspondence regarding Opt-Out Requests and/or objections to the Agreement; (c) forwarding written inquiries to Class Counsel for a response, if warranted; (d) establishing a post-office box for the receipt of any correspondence; (e) responding to requests from Class Counsel and/or Defence Counsel consistent with this Agreement; (f) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Agreement, and speak with Settlement Administrator personnel in English or in French; and (g) implementing the terms of the Claim Process under the Reimbursement Fund and related administrative activities.

10.3 If the Settlement Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of the Defendant or the Class, the Parties may agree to remove the Settlement Administrator. Disputes

regarding the retention or dismissal of the Settlement Administrator shall be referred to the Court for resolution.

10.4 The Settlement Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

10.5 The Settlement Administrator accepts and attorns to the exclusive jurisdiction of the Court in respect of any matter related to the enforcement of this Agreement.

SECTION 11 – AGREEMENT TO COOPERATE

11.1 The Plaintiff, Class Counsel, and the Defendant will cooperate and take all reasonable actions to effectuate the Settlement and the terms and conditions of this Agreement. If the Court fails to grant the Notice Approval Order or the Settlement Approval Order, then the Plaintiff, Class Counsel, and the Defendant will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not grant the Notice Approval Order and the Settlement Approval Order, then this Agreement will be terminated in accordance with Section 8.

11.2 Notwithstanding any provisions of this Agreement, the Defendant shall provide to the Settlement Administrator such information and assistance as reasonably necessary to allow the Settlement Administrator to fulfill its obligations under the terms of this Agreement, including providing all Class Member contact information that it has in possession or under its control.

SECTION 12 – CLAIMS BAR

12.1 Immediately after the Final Order, this Action shall be wholly discontinued, with prejudice and without costs, and the discontinuance shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

12.2 No Releasor or any legally authorized representative of a Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

12.3 No Releasor or any legally authorized representative of a Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

12.4 No Releasor or any legally authorized representative of a Releasor may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

12.5 No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any Releasee in respect of any Released Claim or any matter related thereto.

12.6 Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

SECTION 13 – RELEASES

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

SECTION 14 – COVENANT NOT TO SUE

14.1 The Plaintiff, on behalf of herself and the Settlement Class Members, hereby covenant and agree that neither the Plaintiff nor any of the Settlement Class Members, nor any person authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial

or administrative action or proceeding, other than as expressly provided for in this Agreement, against Releasees in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees in connection with the Released Claims. The Plaintiff, on behalf of herself and the Settlement Class Members, hereby waives and disclaims any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of any of them, and agree that this Agreement shall be a complete bar to any such action.

SECTION 15 – NON-DISPARAGEMENT

15.1 The Parties, Class Counsel and Defence Counsel hereby agree not to disparage each other, the Dive Computers, or the compromised claims at issue in the Action or the Settlement.

15.2 Unless specifically provided for in accordance with the Notice Plan, Class Counsel may at its own cost choose to (but is not obligated to) email the following documents to Class Members and publish same on its website, Facebook and Twitter accounts: (a) the Agreement; (b) the Notice Approval Order; (c) the Approval Order; (d) the Opt-Out Request; (e) Class Notice; and (g) the claim forms.

SECTION 16 – ENFORCEMENT OF THIS AGREEMENT

16.1 The Court shall have continuing jurisdiction over the administration of the Settlement and the enforcement of this Agreement. In the event the Defendant, the Plaintiff, Class Counsel, or any Settlement Class Member fails to perform under this Agreement, counsel for the aggrieved party shall give counsel for the other party written notice of the breach. If the alleged breach is not cured to the satisfaction of the aggrieved party within thirty (30) Days, the other party may apply to the Court for relief.

SECTION 17 – REPRESENTATIONS AND WARRANTIES

17.1 Each of the Parties agrees, represents and warrants that:

(1) The Party has had an opportunity to receive independent legal advice from counsel regarding the advisability of making the Settlement, the advisability of executing this Agreement,

and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

(2) The Party has not relied upon any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or counsel for any other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.

(3) The Party has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and that Party's counsel.

(4) The Party has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with independent counsel.

(5) Each term of this Agreement, under the titles of the various paragraphs, is contractual and not merely a recital.

(6) No portion of the Released Claims that the Plaintiff, the Settlement Class, or any of the Settlement Class Members ever had, now have, or may later claim to have at any time in the future against the Releasees, whether known or unknown, arising out of or in any way relating to the Dive Computers and no portion of any recovery or settlement to which they may be entitled, has been assigned, transferred, or conveyed by or for Settlement Class Members in any manner, and no person other than Settlement Class Members shall have any legal or equitable interest in the Claims or Settlement Claims referred to in this Agreement but the Settlement Class Members themselves.

SECTION 18 – MISCELLANEOUS TERMS

18.1 Class Counsel and Defence Counsel have negotiated this Agreement at arm's length. If a dispute should later arise regarding any of its terms, no Party shall be deemed to be the drafter of any particular provision of this Agreement.

18.2 This Agreement shall be construed under and governed by the laws of the Province of Ontario.

18.3 The Defendant will arrange and pay for a translation of the Class Notice, the claim forms, the Opt-Out Request, the Frequently Asked Questions, and the contents of the Settlement Website into the French language. In the event of any conflict between the French and English language versions of any such document or Exhibit, the English version shall prevail.

18.4 Any reference to a “person” in this Agreement includes a corporation or other legal person.

18.5 This Agreement, including all attached Exhibits, shall constitute the entire Agreement between the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreement or understandings between the Parties. The Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Defence Counsel and subject to Court approval.

18.6 This Agreement, if approved by the Court, shall be binding upon and inure to the benefit of the Parties, and their representatives, heirs, successors and assigns.

18.7 Any notice, instruction, application for Court approval or application for Court order sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or by facsimile or electronic mail followed by overnight courier, to the following representatives for the Parties:

FOR DEFENDANT:

Sean McGarry, Miller Thomson LLP
Scotia Plaza 40 King Street West, Suite 5800, Toronto, Ontario, M5H 3S1
Fax: (416) 597-6019
Email: smcgarry@millerthomson.com.

FOR CLASS COUNSEL AND PLAINTIFF:

Jeff Orenstein
251 Laurier Avenue West, Suite 900, Ottawa, Ontario, K1P 5J6

Fax: (613) 627-4893
 Email: jorenstein@clg.org.

18.8 Except as otherwise provided in this Agreement, any filing, submission, Claim, or notice or written communication shall be deemed filed, delivered, submitted, or effective as of the date of its postmark when mailed regular or registered mail, postage prepaid, properly addressed to the recipient, or when delivered to any commercial one-or-two-day courier delivery service properly addressed to the recipient, or when actually received by the recipient, whichever occurs first.

18.9 In the event that any date or deadline set forth in this Agreement falls on a weekend or holiday, such a date or deadline shall be on the first business day thereafter.

18.10 In no event shall the Defendant, Defence Counsel, the Plaintiff, any Settlement Class Member, or Class Counsel have any liability for claims of wrongful or negligent conduct by any third party with respect to the implementation of any term of this Agreement.

18.11 The Parties and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

18.12 The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18.13 The counsel who have executed this Agreement hereby represent and warrant that they have authority to bind their respective clients to this Agreement.

Executed at the City of Toronto this 8th day of June, 2022



SEAN MCGARRY, Counsel for the Defendant

Executed at the City of Ottawa this 3rd day of June, 2022



JEFF ORENSTEIN, Class Counsel and Counsel for the Plaintiff

EXHIBIT A

THE INSPECTION, REPAIR, OR REPLACEMENT PROGRAM

To be eligible for relief under the Inspection, Repair, or Replacement Program a Class Member must meet all the requirements below.

A. Inspection, Repair, or Replacement Program Procedures

1. See Section 5.2 of the Settlement Agreement for additional detail on the operative provisions of the Inspection, Repair, or Replacement Program.

2. Suunto will establish an online portal on its website that also will be linked to the Settlement Website for Class Members to participate in the Inspection, Repair, or Replacement Program. The online portal will require that Class Members input identifying information under penalty of law, including: the Class Member's name and address, the serial number on the Dive Computer being sent in for inspection, the approximate date of purchase, and the location (*e.g.* store) and country of purchase. The form that Class Members will be required to complete on the online portal shall be substantially similar to the Inspection, Repair, or Replacement Program Claim Form attached as Exhibit B to the Settlement Agreement. The online portal on Suunto's website shall remain available during the entire duration of the Inspection, Repair, or Replacement Program.

3. Class Members may also participate in the Inspection, Repair, or Replacement Program by submitting the Inspection, Repair, or Replacement Program Claim Form on the Settlement Website, by mail to the address listed on the Inspection, Repair, or Replacement Program Claim Form, or in person at an authorized Suunto service centre.

4. 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, or being stuck in an ER mode related to depth pressure sensor failure. These indications may not be conclusive of a depth pressure sensor failure.

5. Class Members who have a good faith belief that their Dive Computer has a depth pressure sensor failure may, at any time during the Inspection, Repair, or Replacement Program period, initiate a claim through the above-described online portal on Suunto's website, through the Settlement Website, by mail, or by appearing in person with the Dive Computer at an authorized Suunto service centre. Upon receipt of such a claim, Suunto may, for good cause, request from a Class Member further appropriate evidence to confirm class membership or to confirm eligibility of a Class Member's Dive Computer under the Inspection, Repair, or Replacement Program. Suunto, with the approval of Class Counsel, may in its discretion deny in whole or in part any submitted Inspection, Repair or Replacement Program Claim Form where actual or likely fraud or abuse is found. Any disputes will be handled under the Appeal Process below.

6. Suunto will maintain a current list of authorized service centres on its website and the Settlement Website.

7. After the Class Member initiates a claim to participate in the Inspection, Repair, or Replacement Program with Suunto through the Suunto online portal, Settlement Website, mail, or in person, the Class Member will be contacted by Suunto or its representative within approximately seven (7) days. Suunto or the representative will provide the Class Member with a unique Return Authorization number and provide the Class Member with instructions on how and where to send, at Suunto's cost, the Dive Computer to an authorized Suunto service centre for inspection.

8. Consistent with Suunto's current Service Manuals (as may be reasonably modified from time to time but must remain consistent with the terms of the Settlement Agreement and in no event result in fewer replacements and repairs than under the current Service Manuals), all Dive

Computers presented by Class Members through the Inspection, Repair, or Replacement Program shall be inspected, within approximately fourteen (14) days of receipt of the Dive Computer, by a trained technician at an authorized Suunto service centre to determine if the depth pressure sensor in the Dive Computer has failed. Consistent with the Service Manuals, before declining to repair or replace a Dive Computer presented for inspection, the inspection shall include a physical assessment of the Dive Computer, review of the dive logs if available, a test dive, condensation test, and any additional testing that is appropriate.

- a. Physical Assessment: The physical assessment of the Dive Computer shall include a visual inspection for signs of damage or water leakage. The buttons, sounds, display, backlight, and water contact functionality on the Dive Computer also should be tested, consistent with the Service Manuals, to ensure they are functioning properly, including whether the Dive Computer's temperature measurement and compass readings are accurate.
- b. Dive Log Review: The dive logs on the Dive Computer should be reviewed, if available, to determine whether there are any obvious inaccuracies that occurred during previous dives.
- c. Test Dive: The test dive shall be conducted in a dive simulator pursuant to the procedures set forth in the Service Manuals.
- d. Condensation test: The condensation test shall be conducted in compliance with all applicable standards as described in the Service Manuals.

9. If, based on the inspection, a depth pressure sensor failure is confirmed, Suunto through its authorized service centres shall repair or replace the Dive Computers pursuant to its established protocols in accordance with the then current Service Manuals at Suunto's

determination. 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.

10. If based on inspection, the authorized Suunto service centre determines the depth pressure sensor has not failed, Suunto will contact the Class Member within seven (7) days of completion of the inspection, inform the Class Member of the findings in writing, and arrange for return of the Dive Computer to the Class Member.

B. Appeal Process

1. If the Class Member disputes Suunto's denial of a claim under the Inspection, Repair, or Replacement Program, or the findings of the authorized Suunto service centre that the Class Member's Dive Computer does not have a depth pressure sensor failure, Suunto shall promptly notify Class Counsel and Suunto's Counsel of the Suunto service centre's decision and provide Class Counsel and Suunto's Counsel with copies of all documents related to that decision. The decision and courses of action of the authorized Suunto service centre will be final, except that Class Counsel may challenge the decision on the grounds that the decision is inconsistent with the terms of this Settlement Agreement. The parties agree that they shall provide notice of any change of counsel affecting relief under the Inspection, Repair, or Replacement Program.

C. Limitations and Exclusions from the Inspection, Repair, or Replacement Program

1. Specifically excluded from this Inspection, Repair, or Replacement Program are any Dive Computers that were purchased used, or Dive Computers that were purchased for resale. Further excluded from this Inspection, Repair, or Replacement Program are Dive Computers that had a depth pressure sensor failure caused by a) modification to the Dive Computer, b)

overexposure to chemicals, or c) misuse of the Dive Computers, in accordance with the terms of Suunto's warranty as of the date of this Settlement Agreement.

EXHIBIT B

INSPECTION, REPAIR OR REPLACEMENT PROGRAM CLAIM FORM

Complete the following form to participate in the Inspection, Repair or Replacement Program. You may submit this form online at www.suunto.com, <http://www.suuntodivecomputersettlement.ca>, in person at an authorized Suunto service center, or by mail to [ADDRESS].

Make sure to provide accurate contact information as a Suunto representative will be contacting you shortly with information on how and where to send your Dive Computer for inspection.

For more information on the Inspection, Repair or Replacement Program, where to locate the serial number on your Dive Computer, and for a list of authorized Suunto service centers go to <http://www.suuntodivecomputersettlement.ca> or www.suunto.com.

Name:		
<i>Last</i>	<i>First</i>	<i>Middle Initial</i>
Your Address: <i>Number/Street/P.O. Box No.</i>		
City:	Province:	Postal Code:
Telephone Number:	Email Address:	
Dive Computer Serial Number:	Date of Purchase:	
Place of Purchase (name of store):	City and Country of Purchase:	

I affirm under penalty of law that the information in this Inspection, Repair or Replacement Claim Form is true and correct to the best of my knowledge, information and belief.

Signature _____

Date _____

EXHIBIT C

To be eligible for relief under the Reimbursement Program a Class Member must meet all the requirements below.

A. Reimbursement Program Procedures

1. Suunto will establish a Reimbursement Fund in the total amount of USD\$77,500 to partially reimburse qualifying Class Members who provide proof sufficient to the Settlement Administrator that their Dive Computer had a depth pressure sensor that failed within ten (10) years of their purchase date and either (i) they discarded the Dive Computer within ten (10) years of their purchase date due to the depth pressure sensor failure and did not receive a repair or replacement of their Dive Computer, or (ii) they purchased a replacement Dive Computer directly or indirectly from one of the Defendants in connection with a warranty program at a cost to the Class Member. Qualifying Class Members will also be able to make a Claim for reimbursement from the Reimbursement Fund for documented out of pocket costs the Class Member incurred in attempting to repair his or her Dive Computer that had a depth pressure sensor failure that occurred within ten (10) years of the date of purchase.

2. To be eligible for the Reimbursement Program, Class Members who purchased a Dive Computer must submit to the Settlement Administrator the following information and documentation within the Claim Period: (1) a valid Reimbursement Claim Form signed under penalty of law that will include among other requirements that the Class Member provide appropriate evidence that they meet the requirements of Section 1 above; (2) their proof of purchase or appropriate evidence of their purchase of a Dive Computer; (3) appropriate evidence of a depth pressure sensor failure in their Dive Computer; and (4) either (a) appropriate evidence that they discarded the Dive Computer within ten (10) years from their purchase date due to the

depth pressure sensor failure or (b) their documentation of out of pocket costs that the Class Member incurred in attempting to repair his or her Dive Computer that had a depth pressure sensor failure within the period set forth in Section 1. Specifically excluded from this Reimbursement Program for Class Members are any Class Member's dive computers that were purchased used or dive computers that were purchased for resale. Further excluded from this Reimbursement Program are Dive Computers that fall within Suunto's standard two-year warranty or had a depth pressure sensor failure caused by (a) modification to the Dive Computer, (b) overexposure to chemicals, or (c) misuse of the Dive Computers, in accordance with the terms of Suunto's warranty as of the date of this Settlement Agreement.

B. Reimbursement Program Schedule

1. The following reimbursement schedule provides the maximum amount of reimbursement under the Reimbursement Program of the Settlement Agreement for each model of Dive Computer based on the year that the eligible Class Member purchased the Dive Computer. The maximum reimbursement amount for Class Members is shown in the far right column below.

2. The Settlement Administrator shall administer the approval or rejection of Claims and the disbursement of all funds in the Reimbursement Fund. The decisions of the Settlement Administrator under the Reimbursement Program shall be final. See Section 5.3 of the Settlement Agreement for details on the operative provisions of the Reimbursement Program.

3. The actual amount of reimbursement to a Class Member who files a Claim approved by the Settlement Administrator under the Reimbursement Program may be less than the maximum reimbursement amount stated in the following reimbursement schedule. The Reimbursement Fund shall have a total amount of USD\$77,500 for Claims approved by the Settlement Administrator. In the event that the aggregate amount of Claims approved by the

Settlement Administrator under the Reimbursement Program exceeds the Reimbursement Fund total amount of USD\$77,500, each Claim award shall be reduced pro rata. The pro rata decisions of the Settlement Administrator shall be final subject to the terms of the Settlement Agreement.

REIMBURSEMENT SCHEDULE

2006-2007-2008	10% of Retail Prices
2009-2010-2011-2012	15% of Retail Prices
2013	20% of Retail Prices
2014	35% of Retail Prices
2015	45% of Retail Prices
2016	50% of Retail Prices
2017	55% of Retail Prices
2018	60% of Retail Prices

The actual amount of the eligible reimbursement shall be based upon the Class Member's proof of purchase or appropriate evidence of their purchase of a Dive Computer, if available.

Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2006			For 2006: Based on 10% of Retail Price
	Cobra	\$885	\$89
	Vyper	\$655	\$66
	Gekko	\$375	\$38
	Vytec	\$965	\$97
	Vytec DS	\$965	\$97
	Mosquito	\$540	\$54
	D6	\$1,015	\$102
	D9	\$1,625	\$163
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2007			For 2007: Based on 10% of Retail Price
	Cobra	\$900	\$90
	Cobra 2	\$1,050	\$105
	Vyper	\$655	\$66
	Vyper 2	\$750	\$75
	Gekko	\$400	\$40
	Vytec	\$890	\$89
	Vytec DS	\$1,010	\$101
	Mosquito	\$590	\$59
	D6	\$1,055	\$106
	D9	\$1,715	\$172

Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2008			For 2008: Based on 10% of Retail Price
	Cobra	\$680	\$68
	Cobra 2	\$800	\$80
	Vyper	\$500	\$50
	Vyper 2	\$800	\$80
	Gekko	\$330	\$33
	Vytec	\$825	\$83
	Vytec DS	\$900	\$90
	Mosquito	\$400	\$40
	D4	\$800	\$80
	D6	\$1,300	\$130
	D9	\$1,500	\$150
	D4i	\$930	\$93
	D6i	\$1,400	\$140
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2009			For 2009: Based on 15% of Retail Price
	Cobra	\$680	\$102
	Cobra 2	\$800	\$120
	Cobra 3	\$1,210	\$182
	Vyper	\$500	\$75
	Vyper 2	\$800	\$120
	Gekko	\$330	\$50
	Vytec DS	\$900	\$135
	Mosquito	\$400	\$60
	D4	\$800	\$120
	D6	\$1,300	\$195
	D9	\$1,500	\$225
	D4i	\$930	\$140
	D6i	\$1400	\$210
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)

2010			For 2010: Based on 15% of Retail Price
	Cobra	\$680	\$102
	Cobra 3	\$1,140	\$171
	Cobra 3 Black	\$776	\$116
	Vyper	\$500	\$75
	Vyper Air	\$800	\$120
	HelO2	\$1,300	\$195
	Gekko	\$330	\$49
	Vytec DS	\$900	\$135
	Zoop	\$300	\$45
	D4	\$800	\$120
	D6	\$1,300	\$195
	D9	\$1,500	\$225
	D4i	\$930	\$139
	D6i	\$1400	\$210
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2011			For 2011: Based on 15% of Retail Price
	Cobra	\$680	\$102
	Cobra 3	\$1,140	\$171
	Cobra 3 Black	\$776	\$116
	Vyper	\$500	\$75
	Vyper Air	\$800	\$120
	HelO2	\$1,300	\$195
	Zoop	\$300	\$45
	D4i	\$930	\$139
	D6i	\$1400	\$210
	D9tx	\$1,750	\$262
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2012			For 2012: Based on 15% of Retail Price
	Cobra	\$680	\$102
	Cobra 3	\$1,365	\$205

	Cobra 3 Black	\$776	\$116
	Vyper	\$500	\$75
	Vyper Air	\$800	\$120
	HelO2	\$1,300	\$195
	Zoop	\$300	\$45
	D4i	\$750	\$45
	D6i	\$1400	\$210
	D4i Novo	\$930	\$139
	D9tx	\$1,750	\$262
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2013			For 2013: Based on 20% of Retail Price
	Cobra	\$680	\$136
	Cobra 3	\$1,145	\$229
	Cobra 3 Black	\$776	\$155
	Vyper	\$500	\$100
	Vyper Air	\$800	\$160
	HelO2	\$1,300	\$260
	Zoop	\$300	\$60
	D4i	\$750	\$150
	D6i	\$1400	\$280
	D4i Novo	\$930	\$186
	D9tx	\$1,500	\$300
	DX	\$1,750	\$350
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2014			For 2014: Based on 35% of Retail Price
	Cobra	\$680	\$238
	Cobra 3	\$1,145	\$401
	Cobra 3 Black	\$776	\$272
	Vyper	\$500	\$175
	Vyper Air	\$800	\$280
	HelO2	\$1,300	\$455
	Zoop	\$300	\$105
	D4i	\$750	\$262

	D6i	\$1400	\$490
	D4i Novo	\$930	\$325
	D9tx	\$1,500	\$525
	DX	\$1,750	\$612
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2015			For 2015: Based on 45% of Retail Price
	Cobra	\$680	\$306
	Cobra 3	\$1,145	\$515
	Cobra 3 Black	\$776	\$349
	Vyper	\$500	\$225
	Vyper Air	\$800	\$360
	HelO2	\$1,300	\$585
	Zoop	\$300	\$135
	D4i	\$750	\$337
	D6i	\$1400	\$630
	D4i Novo	\$930	\$418
	D9tx	\$1,500	\$675
	DX	\$1,750	\$787
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2016			For 2016: Based on 50% of Retail Price
	Cobra	\$680	\$340
	Cobra 3 Black	\$776	\$388
	Vyper	\$500	\$250
	Vyper Novo	\$800	\$400
	HelO2	\$1,300	\$650
	Zoop	\$300	\$150
	Zoop Novo	\$330	\$165
	D4i	\$750	\$375
	D6i	\$1,400	\$700
	D4i Novo	\$930	\$465
	DX	\$1,750	\$875
Purchase	Model	Retail Price for	Maximum Reimbursement Amount

Year		Purpose of This Settlement Agreement	(Subject to Pro-Ration)
2017			For 2017: Based on 55% of Retail Price
	Cobra	\$680	\$374
	Cobra 3 Black	\$776	\$427
	Vyper Novo	\$460	\$253
	Zoop Novo	\$330	\$181
	D4i	\$750	\$412
	D6i	\$1,400	\$770
	D4i Novo	\$930	\$511
	DX	\$1,750	\$962
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2018			For 2018: Based on 60% of Retail Price
	Cobra	\$680	\$408
	Cobra 3 Black	\$776	\$466
	Vyper Novo	\$460	\$276
	Zoop Novo	\$330	\$198
	D4i	\$750	\$450
	D6i	\$1400	\$840
	D4i Novo	\$930	\$558
	DX	\$1,750	\$1,050

EXHIBIT D

REIMBURSEMENT PROGRAM CLAIM FORM

Use this Reimbursement Claim Form if: (1) you are a Class Member; (2) you believe your Dive Computer had a depth pressure sensor failure; (3) you discarded your dive computer due to a depth pressure sensor failure and you no longer have the Dive Computer; and (4) you did not receive a free repair or replacement of your Dive Computer, or you purchased a replacement Dive Computer as part of a warranty program at a cost to you.

You may also use this Reimbursement Claim Form if you paid out-of-pocket costs in an attempt to repair your Dive Computer due to a depth pressure sensor failure.

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

- 1) If you are submitting a claim by Canada Post for more than one Dive Computer, use a separate Reimbursement Claim Form for each Dive Computer, or, if you are submitting this Reimbursement Claim Form online, please check the box allowing you to include rows for more than one Dive Computer.
- 2) If you are submitting this claim form by Canada Post, type or print legibly in blue or black ink. Do not use any highlighters. Attach supporting documentation, as specified below, and sign the Reimbursement Claim Form.
- 3) **You must submit your completed Reimbursement Claim Form and any supporting documentation by mail or online no later than [date]. The completed Reimbursement Claim Form and any supporting documentation, can be submitted online at <http://www.suuntodivecomputersettlement.ca/> or mailed to:**

[Settlement Notice Administrator Address]

Important: Keep a copy of your completed Reimbursement Claim Form and the supporting documents. Any documents you submit with your Reimbursement Claim Form will not be returned. Do not send original documents.

If you fail to timely and fully complete this Reimbursement Claim Form and submit the required supporting documentation, your Claim may be denied. If your Claim is denied, you will be notified.

SECTION I – CLASS MEMBER INFORMATION

Name:

Last

First

Middle Initial

Your Address:

Number/Street/P.O. Box No.

<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>
<i>Telephone Number:</i>	<i>Email Address:</i>	

SECTION II –CLAIM INFORMATION

Fill in the information for only ONE of the following Sections A, B or C, as applicable to you.

- A.** Complete Section A if: (1) you are a Class Member; (2) you believe your Dive Computer had a depth pressure sensor failure; (3) you discarded your Dive Computer due to a depth pressure sensor failure and you no longer have the Dive Computer; and (4) you did not receive a free repair or replacement of your Dive Computer.

<i>Model of Dive Computer that had depth pressure sensor failure:</i>
<i>City and Country of Purchase:</i>
<i>Place of Purchase (e.g. store name):</i>
<i>Date of Purchase (provide as much information as possible):</i>
<i>Proof of purchase documents included with claim (e.g. purchase receipt, shipping receipt, credit card statement, product box, or other information indicating the purchase):</i>
<i>Description of the depth pressure sensor failure in your Dive Computer (describe what happened to your Dive Computer):</i>

- B.** Complete Section B if: (1) you are a Class Member; (2) you believe your Dive Computer experienced a depth pressure sensor failure; (3) you discarded your Dive Computer due to a depth pressure sensor failure and you no longer have the Dive Computer; and (4) you purchased a replacement for your Dive Computer directly or indirectly from Suunto as part of a warranty program at a cost to you.

<i>Model of Dive Computer that had depth pressure sensor failure:</i>
<i>City and Country of Purchase:</i>

<i>Place of Purchase (e.g. store name):</i>
<i>Date of Purchase (provide as much information as possible):</i>
<i>Proof of purchase documents included (e.g. purchase receipt, shipping receipt, credit card statement, product box, or other information indicating the purchase):</i>
<i>Description of the depth pressure sensor failure in your Dive Computer (describe what happened to your Dive Computer):</i>
<i>Where did you purchase the replacement Dive Computer (e.g. Suunto, or store name) and how much did you pay?</i>

C. Complete Section C if: (1) you are a Class Member; (2) your Dive Computer experienced a depth pressure sensor failure; and (3) you paid for repairs in an attempt to fix your Dive Computer.

<i>Model of Dive Computer that had depth pressure sensor failure:</i>
<i>City and Country of Purchase:</i>
<i>Place of Purchase (e.g. store name):</i>
<i>Date of Purchase (provide as much information as possible):</i>
<i>Proof of purchase documents included (e.g. purchase receipt, shipping receipt, credit card statement, product box, or other information indicating the purchase):</i>
<i>Description of the depth pressure sensor failure in your Dive Computer (describe what happened to your Dive Computer):</i>
<i>Proof of cost of repairs (e.g. purchase receipt, shipping receipt, credit card statement, etc.):</i>
<i>Amount you paid for repairs:</i>

SECTION III – ATTESTATION

I affirm under penalty of law that the information in this Reimbursement Claim Form is true and correct to the best of my knowledge, information and belief.

Signature _____

Date _____

SECTION IV – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

- Be sure that your completed Reimbursement Claim Form includes your current name, address, telephone number, contact information and any required information about your Dive Computer.
- Provide any receipts or other indication of proof of purchase, documentation if you have it concerning the depth pressure sensor failure in your Dive Computer, and proof of any out-of-pocket costs if you are seeking reimbursement for them, as instructed above.
- Keep a copy of your completed Reimbursement Claim Form (plus documentation submitted) for your records.
- Sign and date your Reimbursement Claim Form.
- Finally, your completed Reimbursement Claim Form and documentation must be submitted online or postmarked no later than **[DATE]**. The completed Reimbursement Claim Form and documentation can be submitted online at <http://www.suuntodivecomputersettlement.ca> or mailed to:

[Settlement Administrator Address]

Reimbursement Claim Forms will be processed and approved in accordance with the terms of the Settlement Agreement. Please check the settlement website, <http://www.suuntodivecomputersettlement.ca>, for updates. In the event of any conflict between the terms of this Reimbursement Claim Form and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

The amount of reimbursement shall be limited or pro rated according to the terms of the Settlement Agreement. Please refer to the Settlement Website for more information.

EXHIBIT E

THE EDUCATION AND OUTREACH PROGRAM

1. Suunto will institute an educational outreach program to provide knowledge and best practices concerning the role a Dive Computer should play in diving. Included shall be the best practices, risks, measures, and back-up systems associated with equipment failures, including depth pressure sensor failures, that will occur from time to time in diving equipment, including in the Dive Computers. The program shall incorporate a professionally produced educational video explaining 1) best practices when using a Dive Computer, 2) identification of pressure sensor failure and its risks, 3) what to do when a pressure sensor problem is suspected, and 4) how to participate in the Inspection, Repair, or Replacement Program and Reimbursement Program portions of this Settlement Agreement.

2. The educational outreach program, including the educational video, shall provide instruction on the proper use and role of a Dive Computer in safe scuba diving and a Dive Computer's limitations. The educational outreach program, including the educational video, shall explain how the Dive Computers work and how to properly set up and adjust a Dive Computer. The educational outreach program, including the educational video, shall provide instruction on safe diving practices such as always diving with a buddy, using a backup dive computer, and how to care for diving equipment.

3. Further, the educational outreach program, including the educational video, shall include a "what to do" segment that addresses unexpected situations. This aspect of the educational outreach program will prominently feature how to identify a potential pressure sensor failure and what to do when a potential pressure sensor failure occurs. This aspect of the educational outreach program, including the educational video, shall also provide instruction about how to reset a Dive Computer, and what to do if a Dive Computer generally works, but certain information appears incorrect, has a temperature failure, or fails during a dive (such as, by way of example, safe ascent, using bubbles, and safety stops).

4. Moreover, the educational outreach program, including the educational video, will address potential symptoms of a pressure sensor failure. The educational outreach program, including the educational video, will address how to identify whether a potential pressure sensor failure has occurred, including symptoms such as the Dive Computer appearing to dive on the surface, showing the wrong depth or temperature, showing erratic depth or temperature, not reacting to pressure changes, not showing depth, self-diving, and being stuck in an error mode or displaying an error code related to depth pressure sensor failure. The video will demonstrate real life examples of pressure sensor failures to educate divers about what a pressure sensor failure looks like on a Dive Computer and instructions about not using the Dive Computer until a certified Suunto technician inspects the Dive Computer and, if necessary, repairs or replaces it.

5. The educational outreach program, including the educational video, shall also include instructions on how consumers can take advantage of the Inspection, Repair, or Replacement Program and Reimbursement Program detailed in the Settlement Agreement, including information regarding eligibility for participation in each program. The portion of the video pertaining to participation in the Reimbursement Program will be eliminated after the close of the Claim Period to avoid Class Member confusion.

6. Other than to eliminate that portion of the video pertaining to participation in the Reimbursement Program, Suunto shall not alter the original content of the educational video for a period of two years, except in the case of exigent circumstances justifying a change, but then only in a manner consistent with the terms of this Settlement Agreement upon notice to Class Counsel. Thereafter, Suunto may update and modify from time to time as needed the content of the educational outreach program, including the educational video, consistent with the original content of the educational outreach program and the terms of this Settlement Agreement.

7. While the educational video will be in English, a French subtitled version will also be created by Suunto.

EXHIBIT F

Frequently Asked Questions for Authorized Suunto Service Centres

1) Q: What Dive Computers are eligible for the Inspection, Repair or Replacement Program?

A: The Inspection, Repair or Replacement Program is limited to the following models of Suunto Dive Computers that were manufactured since January 1, 2006 and purchased in Canada: 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. You are not eligible if you purchased your Dive Computer used or for resale.

2) Q: How do I know when my Dive Computer was manufactured?

A: 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.

3) Q: Does the Inspection, Repair or Replacement Program cover all types of problems with my Dive Computer?

A: No. The Inspection, Repair or Replacement Program covers problems with the depth pressure sensor. 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, or being stuck in an ER mode related to depth pressure sensor failure. However, these indications may not be conclusive of a depth pressure sensor failure. Your Dive Computer must be inspected to determine if it has a depth pressure sensor failure.

4) Q: How do I submit my Dive Computer for inspection?

A: You must complete and submit an Inspection, Repair or Replacement Claim Form either online at www.suunto.com or <http://www.suuntodivecomputersettlement.ca>, in person at an authorized Suunto service centre, or by mail to [Suunto address]. A Suunto representative will contact you within approximately seven (7) days of submitting your completed Inspection, Repair or Replacement Claim Form to provide you information on how and where to send your Dive Computer. Suunto will cover the costs associated with shipping your Dive Computer to a service centre for inspection.

5) Q: Where can I obtain an Inspection, Repair or Replacement Claim Form?

A: Inspection, Repair or Replacement Claim Forms can be found online at www.suunto.com or <http://www.suuntodivecomputersettlement.ca> or by contacting Suunto at [**telephone number**]. You can either submit the complete claim form online or print it and submit it by mail to the address identified above.

6) Q: Where are Suunto's authorized service centres?

A: Suunto has one authorized Suunto service centre in Canada. It is HUIISH OUTDOORS located at Unit 7 – 3711 North Fraser Way, Burnaby, British Columbia, V5J 5G2.

7) Q: What happens during the inspection?

A: All inspections are conducted pursuant to Suunto's current service manuals. Consistent with those service manuals, each Dive Computer will receive a physical assessment, review of the dive logs if available, a test dive, condensation test, and any additional testing that is needed to determine if there is a depth pressure sensor failure.

8) Q: Who will conduct the inspection?

A: All inspections are conducted by trained technicians at an authorized Suunto service centre.

9) Q: Do I have to pay anything for the inspection?

A: No. The inspection is free.

10) Q: When will I receive the results of the inspection?

A: The inspection will be completed within approximately fourteen (14) days of receipt by the service centre of the Dive Computer. Suunto will contact you in writing within approximately seven (7) days of completion of the inspection with the results of the inspection.

11) Q: What happens if the authorized Suunto service centre finds the depth pressure sensor in my Dive Computer failed?

A: If the authorized Suunto service centre finds, based on the inspection, that the depth pressure sensor in the Dive Computer has failed, Suunto will repair the Dive Computer or provide a replacement for free. The replacement dive computer may be new or refurbished but will have the same, similar, or better functionality to your original Dive Computer. The replacement dive computer also comes with a five-year standard warranty on a future depth pressure sensor failure.

12) Q: What happens if the authorized Suunto service centre finds that the depth pressure sensor in my Dive Computer did not fail?

A: If the authorized Suunto service centre finds, based on the inspection, that the Dive Computer's depth pressure sensor has not failed, Suunto will contact you in writing within approximately seven (7) days of completion of the inspection with the results of the inspection and will arrange for return of your Dive Computer.

Note, the Parties have entered into a Settlement Agreement. The full Settlement Agreement controls any perceived conflicts between the Settlement Agreement and these FAQs.

EXHIBIT G

PRE-APPROVAL NOTICE

Long Form Notice

If You Purchased a New Suunto Dive Computer in Canada, 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 purchased new in Canada 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 regularly for

updates.

YOUR RIGHTS AND CHOICES

YOU MAY:		DATE/CLAIM PERIOD
SEEK INSPECTION OF YOUR DIVE COMPUTER UNDER THE INSPECTION, REPAIR AND REPLACEMENT PROGRAM	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.	<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 Final Order.</i>
FILE A CLAIM TO SEEK REIMBURSEMENT	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.	<i>NINETY (90) days after the Settlement Approval Notice is published, but no less than SIX (6) months from the Class Notice Date.</i>
OBJECT	Write to the Court about why you do not like the proposed settlement.	<i>[date]</i>
EXCLUDE YOURSELF	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.	<i>[date]</i>
DO NOTHING	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

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT www.suuntodivecomputersettlement.ca
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Computers manufactured and sold by Suunto are defective, resulting in inaccuracies in depth and temperature readings. The lawsuit pursues claims for violations of consumer protection statutes and breach of implied warranty. You can read the Statement of Claim by visiting 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 in Canada: 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.

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For individuals who purchased a used dive computer, those used dive computers are 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 in Canada. 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 [**toll free number of Settlement Administrator**]. 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.

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C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO 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 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, go to the Settlement Website 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 or 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.

If, based on the inspection, your Dive Computer is found to have a faulty depth pressure

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

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The Reimbursement Claim Form is available at www.suuntodivecomputersettlement.ca. The Reimbursement Program Protocols are also available at 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 NINETY (90) days after the Settlement Approval Notice is published.

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?

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

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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 during the Claim Period, which shall run from **[Class Notice Date]** up to and including ninety (90) days after the Settlement Approval Notice is published, but in no event will be less than six (6) months from the Class Notice Date .

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 **[date]** to the Settlement Administrator at **[contact and address]**. 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.

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**.

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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. 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 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

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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. 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 **[date]** to:

[contact and address]

Your Opt-Out Request form or letter with your exclusion request must be received by **[contact]** no later than **[date]** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check 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.

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.

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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 [insert deadline], 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 [insert deadline]. 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 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

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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 **[date]**.

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 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.

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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 [insert objection deadline]. 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 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.

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

On [Settlement Approval Hearing Date], at 10:00 A.M., the Court will hold a public hearing by Zoom 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. You can also call the toll-free number, [number] or write the Settlement Administrator at [contact and address].

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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PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Short Form Notice

If You Purchased a New Suunto Dive Computer, You Could Get Benefits from a Class Action Settlement

There is a proposed settlement in a class action lawsuit against Suunto Oy (“Suunto”) concerning certain Suunto Dive Computers. Those included in the settlement have legal rights and options that must be exercised by certain deadlines.

What is the lawsuit about?

The lawsuit alleges that certain Suunto Dive Computers have a defective depth pressure sensor, resulting in inaccurate depth and water temperature readings. The Defendant denies these allegations. The Court did not decide which side was right. Instead, the parties decided to settle.

Am I Included in the proposed settlement?

Subject to certain limited exclusions, you are included if you are an individual that purchased in the United States a new Suunto Dive Computer that was manufactured since January 1, 2006.

The Suunto Dive Computers are 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.

This settlement does not involve claims of personal injury or wrongful death, retailers or other individuals who purchased a Dive Computer for resale, or individuals who purchased used Dive Computers.

What does the settlement provide?

Under the settlement, every Class Member who believes their dive computer has a pressure sensor failure is entitled to have sensor his or her Dive Computer inspected to determine whether the Dive Computer’s depth pressure failed. If the pressure sensor has failed, Suunto will repair your Dive Computer or provide a free replacement. Class Members can take advantage of the Inspection, Repair, or Replacement program for the longer of eight (8) years from the date of manufacture of the Dive Computer or three (3) years from the date the settlement is finally approved and all appeals, if any, are resolved in favor of the settlement. Go to **www.suuntodivecomputersettlement.ca** or www.suunto.com for more information on how to submit your Dive Computer for inspection.

The settlement also reimburses qualifying Class Members for certain out-of-pocket costs. To be eligible for reimbursement, you must submit a claim form by [DATE]. A Reimbursement Claim Form can be obtained by going to www.suuntodivecomputersettlement.ca.

PADI eLearning certification or online training classes may become available under the terms of the settlement. To participate, you can register by going to www.suuntodivecomputersettlement.ca.

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT 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

What are my options?

Stay in the Class and receive settlement benefits. You can have your Dive Computer inspected or seek reimbursement for certain costs pursuant to the terms of the Settlement Agreement. The deadline to submit a Reimbursement Claim Form is [DATE].

If you do nothing, you will remain in the class and receive the benefits of the settlement but will not be able to sue Suunto about the issues in the lawsuit.

You can exclude yourself by [date], if you don't want to be part of the settlement. You won't get any settlement benefits, but you keep the right to sue Suunto about the issues in the lawsuit.

You can object to all or part of the settlement by [date], if you don't exclude yourself.

The full notice describes how to obtain settlement relief, exclude yourself, and object.

The Court will hold a settlement approval hearing on [date] at [time] to (a) consider whether the proposed settlement is fair and reasonable and (b) decide the plaintiffs' lawyers' request for fees and costs of USD\$400,000 and an award for the Class Representative. You may appear at the hearing, but you are not required to and you may hire an attorney to appear for you, at your own expense.

For more information or a claim form call [1-000-000-0000] or go to www.suuntodivecomputersettlement.ca.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT 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**

APPROVAL NOTICE

Notice of Settlement Approval

If You Purchased a New Suunto Dive Computer, You Could Get Benefits from a Class Action Settlement

Ontario Superior Court of Justice File Number CV19-80810CP

This notice is directed at Settlement Class Members in a class action related to Suunto Dive Computer models manufactured since January 1, 2006 and purchased in Canada: 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.

A hearing to approve the Settlement took place on _____, 2021. The Settlement Agreement was approved by the Ontario Superior Court of Justice and is now effective. The claims process outlined in the Settlement Agreement has commenced. The Long Form Class Notice describes who is eligible to claim Settlement Benefits, the amount of the benefits and how to make a claim. The deadline for submitting Claim Forms in accordance is [DATE].

Questions related to the Settlement or the claims process should be directed to the Settlement Administrator.

For more information, please go to the Settlement Website at **www.suuntodivecomputersettlement.ca**.

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT 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

EXHIBIT H

Court File No. CV19-80810CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE) OF , 2022
)

B E T W E E N :

ANDREA KOZLOVIC

Plaintiff

- and -

SUUNTO OY

Defendant

Proceeding under the *Class Proceedings Act, 1992*, as amended

ORDER

(Certification for Settlement and Notice Approval)

THIS MOTION made by the Plaintiff for an Order that this action be certified pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, to: (a) certify the Action as a class proceeding on the basis of the Common Issue (b) appoint the Plaintiff as the Class Representative (c) approve of the form and content and manner of the Pre-Approval Notice (d) approve the Notice Plan (e) approve the form and content of the Claim Form and the procedure for submitting Claims (f) approve the form and content of the Opt-Out Request (g) provisionally appoint the Settlement Administrator for the coordination of the Notice and to oversee the administration of the Settlement if approved and the claims process, all for settlement purposes only, as against Suunto Oy was heard on _____, 2022 by Zoom.

ON READING the materials filed, including the settlement agreement entered into by the Parties dated February XX, 2022, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants;

AND ON BEING ADVISED that the Plaintiff and the Defendants consent to this Order.

1. **THIS COURT ORDERS** that in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to, and are incorporated into, this Order, unless otherwise defined herein.
2. **THIS COURT ORDERS** that this action is certified as a class proceeding as against the Defendant pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, section 5(1), for settlement purposes only.
3. **THIS COURT ORDERS** that the Plaintiff is appointed as the Representative Plaintiff for the Class in this action.
4. **THIS COURT ORDERS** that the Class is defined as:

All residents in Canada who purchased¹ new any of the Dive Computers since 2006.
5. **THIS COURT ORDERS** that Consumer Law Group P.C. is appointed as Class Counsel in this action.
6. **THIS COURT DECLARES** that the nature of the claims asserted on behalf of the Class are set forth in the Statement of Claim herein, and include various statutory and common law claims in this Action against the Defendant, including claims alleging breach of contract, negligence, fraudulent concealment, breach of consumer protection legislation, breach of the *Sale of Goods Act*, the *Consumer Protections Act*, the *Competition Act*, the *Canada Product Safety Act*, the *Consumer Packaging and Labelling Act*, and unjust enrichment..

¹ Persons who were given new Dive Computers as a gift are included as purchasers in the Class.

7. **THIS COURT ORDERS** that the proceeding is certified on behalf of the Class in respect of the following common issue, for settlement purposes only:

Whether the depth pressure sensor on the Dive Computers was susceptible to a malfunction requiring repair?

8. **THIS COURT ORDERS** that the hearing of the motion for approval of the Settlement Agreement will be held at [Time] on [DATE], 2022 at 161 Elgin Street, Ottawa, Ontario (the “Settlement Approval Hearing”). At the Settlement Approval Hearing, the Representative Plaintiff will seek the following Orders:

- (a) Approval of the Settlement Agreement, as well as, the content and manner of the Approval Notice to the Class;
- (b) Approval of Class Counsel Fees and Expenses;
- (c) Approval of the Honorarium to the Class Representatives; and
- (d) Any other Order that the Court may deem appropriate.

9. **THIS COURT ORDERS** that the Pre-Approval Notice (Short Form and Long Form) in the forms attached respectively as Schedules “B” and “C” to this Order, or in forms substantially similar, are hereby approved.

10. **THIS COURT ORDERS** that the Pre-Approval Notice of Certification be published and disseminated in accordance with the Notice Plan as set out in Settlement Agreement and that the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all members of the Class entitled to notice, and satisfies the requirements of notice under sections 17 through 22, inclusive, of the *Class Proceedings Act, 1992*, S.O. 1992, c.6.

11. **THIS COURT ORDERS** that, in accordance with the terms of the Settlement Agreement, all costs associated with the dissemination of the Pre-Approval Notice pursuant to the Notice Plan shall be paid by the Defendant.

12. **THIS COURT ORDERS** that the date and time of the Settlement Approval Hearing set forth in the Pre-Approval Notice is subject to adjournment by the Court without further

notice to members of the Class other than by posting any new date and time for that hearing on the Settlement Website established and maintained by the Settlement Administrator.

13. **THIS COURT ORDERS** that the Claim Form in the form attached as Schedule “D” to this Order, or in a form substantially similar, is hereby approved.
14. **THIS COURT ORDERS** that the Opt-Out Request in the form attached as Schedule “E” to this Order, or in a form substantially similar, is hereby approved.
15. **THIS COURT ORDERS** that members of the Class may opt out of the Class Action by sending a written request to opt out to the Settlement Administrator at the address specified in the Long Form Notice. The request to opt out must contain the information specified in the Long Form Notice. Written requests to opt out must be received by the Settlement Administrator or, postmarked if mailed by prepaid first class mail, no later than 45 days following the Class Notice Date.
16. **THIS COURT ORDERS** that each Class Member who wishes to opt-out of the Class Action:
 - a) will not be bound by the Settlement Agreement;
 - b) will not be entitled to receive any share of benefits payable in connection with same; and
 - c) will cease to be a Class Member.
17. **THIS COURT ORDERS** that _____ is provisionally appointed as Settlement Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement, until the hearing of the motion for approval of the Settlement Agreement.
18. **THIS COURT ORDERS** that, in accordance with the terms of the Settlement Agreement, the Settlement Administrator’s fees and expenses shall be paid by the Defendant.

19. **THIS COURT ORDERS** that each Class Member (which does not include those who elect to opt out of the Class Action) desiring to object to the Settlement Agreement shall submit a timely written notice of objection. Such notice shall include (1) a heading which refers to the Action; (2) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (3) if represented by counsel, the full name, telephone number, and address of all such counsel; (4) all of the reasons for his or her objection; (5) whether the objector intends to appear at the Settlement Approval Hearing on his or her own behalf or through counsel; (6) be signed and dated by the Class Member; (7) a statement that the objector is a Class Member and that includes the model Dive Computer(s) owned by the objector and the province, location and approximate date of purchase; and (8) 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 proposed 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 file an objection either on their own or through an attorney retained at their own expense. To be timely, written notice of objection in appropriate form must be received by the Settlement Administrator, with copies to Counsel for the Parties, no less than thirty (30) days before the Settlement Approval Hearing.
20. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, including certification for settlement purposes only, shall be set aside and declared null and void and of no force and effect without the need for any further order of this Court.
21. There will be no costs on this motion.

EXHIBIT I

Court File No. CV19-80810CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE) OF , 2021
)

B E T W E E N :

ANDREA KOZLOVIC

Plaintiff

- and -

SUUNTO OY

Defendant

Proceeding under the *Class Proceedings Act, 1992*, as amended

ORDER

(Settlement Approval)

THIS MOTION made by the Representative Plaintiff for an Order approving the settlement agreement entered into with the Defendant and notice of the approval, was heard this day at the Court House, 161 Elgin St., Ottawa, Ontario, K2P 2K1.

ON READING the materials filed, including the settlement agreement dated _____, 2022 attached to the Order as Schedule “A” (the “Settlement Agreement) entered into by the Parties and on hearing the submissions of counsel for the Representative Plaintiff

and counsel for the Defendants [**and any objectors**], fair and adequate notice of the within hearing having been provided to Class members in accordance with the Order of this Court dated [**insert**], 2022;

ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there were ___ objections to the Settlement Agreement;

ON BEING ADVISED that the deadline for opting out of the action has passed and ___ persons validly and timely exercised the right to opt out;

ON BEING ADVISED that the Representative Plaintiff and the Defendant consent to this Order.

1. **THIS COURT ORDERS** that for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** the publication and dissemination of the Class Notice first occurred on [date] and that date is hereby declared to be the Class Notice Date.
4. **THIS COURT ORDERS** that the publication and dissemination of the Class Notice in accordance with the Notice Plan has satisfied the requirements of Canadian principles of natural justice and the notice requirements of sections 19 and 29 of the *Class Proceedings Act, 1992, S.O. 1992, c. 6* (the Class Proceedings Act).

5. **THIS COURT ORDERS** that that this Order, including the Settlement Agreement, is binding upon the Defendant in accordance with the terms thereof, and upon each member of the Class that did not validly opt out of this action.
6. **THIS COURT ORDERS** that the Settlement Agreement is valid, fair, reasonable and in the best interests of the Class.
7. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 and shall be implemented and enforced in accordance with its terms.
8. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into and forms part of this Order, and is binding upon the Representative Plaintiff and all Class Members; where any term of this Order and the Settlement Agreement conflict, the term contained in this Order shall govern.
9. **THIS COURT ORDERS** that the settlement relief for the benefit of the Class as set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendant under the Settlement Agreement.
10. **THIS COURT ORDERS** that that **[insert name]** is appointed as Settlement Administrator who shall perform all of the duties and responsibilities as set out in the Settlement Agreement.
11. **THIS COURT ORDERS** that, in accordance with the terms of the Settlement Agreement, the Settlement Administrator's fees and expenses shall be paid by the Defendant.

12. **THIS COURT ORDERS** that, upon the Final Order Date, each Class Member shall be deemed to have consented to the dismissal as against the Releasees, without costs and with prejudice, of any and all proceedings asserting the Class members' Released Claims.
13. **THIS COURT ORDERS AND DECLARES** that, upon the Final Order Date, any and all proceedings asserting the Class Members' Released Claims commenced in Ontario by any Class Member shall be dismissed against the Releasees, without costs and with prejudice.
14. **THIS COURT ORDERS AND DECLARES** that, upon the Final Order Date, the Releasors shall be deemed to, and do hereby, release and forever discharge the Releasees of and from any and all Released Claims.
15. **THIS COURT ORDERS** that, upon the Final Order Date, the Releasors shall not then or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasees, or against any other person is entitled to claim contribution or indemnity from any Releasees, in respect of any Released Claim.
16. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties will attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

17. **THIS COURT ORDERS** that this Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, without the need for any further order of this Court but with notice to the Class.
18. **THIS COURT ORDERS** that, except for the forgoing, this Action shall be and is hereby dismissed against the Defendant without costs and with prejudice.
19. **THIS COURT ORDERS AND DECLARES** that the Approval Notice substantially in the form attached hereto as Schedule “B” and published in accordance with the Notice Plan as set out in the Settlement Agreement, represents fair and adequate notice to the Class and is hereby approved.
20. **THIS COURT ORDERS** that the Approval Notice shall be published and disseminated in accordance with the Notice Plan.
21. **THIS COURT ORDERS** that, in accordance with the terms of the Settlement Agreement, all costs associated with the publication and dissemination of the Approval Notice pursuant to the Notice Plan shall be paid by the Defendant.
22. **THIS COURT ORDERS** that it hereby reserves continuing jurisdiction over the administration of the Settlement Agreement as required and consistent with the terms of the Settlement Agreement.
23. **THIS COURT ORDERS** that Class Counsel's Fees and Expenses in the amount of _____ plus HST are hereby approved.

24. **THIS COURT ORDERS** that the Representative Plaintiff's Honorarium in the amount of _____ is hereby approved.

25. There will be no costs of this motion.

THE HONOURABLE JUSTICE

EXHIBIT J

OPT-OUT REQUEST FORM

Kozlovic v. Suunto Oy

Ontario Superior Court of Justice, Court File No. CV19-80810CP

1. **Full Name:** _____

2. **Current Address:** _____

3. **Telephone Number (optional):** _____

4. **E-mail Address (optional):** _____

5. **Dive Computer information:**

Dive Computer Model: _____

Serial Number (if available): _____

Date of Purchase: _____

City and Country of Purchase: _____

Place of Purchase (e.g., store name): _____

I want to be excluded from the Class in *Kozlovic v. Suunto Oy*, Court File No. CV19-80810CP. I understand that by excluding myself from this case I waive any and all rights that I may have to receive any settlement benefits, including, but not limited to, money from this class action.

Date (mm/dd/yyyy): _____

(Print and Sign Your Name)

Reason for Opting Out (Optional)

To be excluded from the Class, complete and mail this form postmarked no later than [Response Deadline] to: [Settlement Administrator, Address, City, Province, and Postal Code],

If you do not want to complete this form, you may send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out), containing the information identified above and mailing it to the address as set forth in the prior paragraph.