

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KARSTEN HENRIKSEN

Plaintiff

- and -

SAMSUNG ELECTRONICS CANADA INC.

Defendant

Proceeding under the *Class Proceedings Act*

**FURTHER AMENDED SETTLEMENT AGREEMENT**

This Further Amended Settlement Agreement (“Agreement”) is made and entered into as of this 11th day of December 2018, by and among (i) Plaintiff, as defined in Section I.BB below (“Plaintiff”), on behalf of himself and the Settlement Class, as defined in Section I.UU; and (ii) the Defendant Samsung Electronics Canada Inc. (“SECA”) to settle, fully and finally, all of the claims that have been brought in this class action lawsuit on behalf of Plaintiff and the Settlement Class against Defendant relating to certain washing machines described below. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

WHEREAS a dispute has arisen among the Parties concerning certain Samsung top-load washing machines specifically defined below (hereinafter referred to as the “Washers”);

WHEREAS Plaintiff filed a class-action lawsuit identified in Section I.T below (“Lawsuit”) against Defendant and Samsung Electronics America, Inc. (“SEA”) in Court alleging, among other things, that the Washers had experienced excessive vibration and detachment of their top from the washing machine chassis, and asserting claims for breach of the *Consumer Protection Act, 2002*, the *Competition Act* and the *Sale of Goods Act*, negligence and unjust enrichment;

WHEREAS SEA does not manufacture, market or sell in Canada the Washers sold by SECA that are the subject of the Lawsuit, and the Court will be asked, prior to implementation of this settlement, to approve a dismissal of the Lawsuit as against SEA with consequential amendments to the style of cause;

WHEREAS Defendant denies the allegations in the Lawsuit, including without limitation that the Washers are defective and assert numerous defenses to the claims alleged by Plaintiff;

WHEREAS, the Parties engaged in arms-length settlement discussions and a mediation session with an experienced and accomplished mediator and former Justice of the Supreme Court of Canada, the Honourable Thomas Albert Cromwell, and the Parties now wish to resolve all claims, disputes, and differences among them;

WHEREAS Plaintiff's Counsel have reviewed and analyzed the information provided by Defendant and obtained through their own investigation; consulted with experts; examined and considered the benefits to be provided to the Settlement Class Members under the Settlement provided for in this Agreement; considered the laws of all relevant jurisdictions, and the claims that could be asserted under those laws regarding the Washers; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

WHEREAS Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in the Lawsuit and denies any liability for any of the claims that have or could have been raised regarding the Washers by Plaintiff or Settlement Class Members, but believes that the comprehensive resolution of the issues in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, and is the most effective and least costly resolution of the Lawsuit;

WHEREAS the Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of disputed claims and that it is their mutual desire and intention that the Lawsuit be settled and dismissed, on the merits and with prejudice, and that the Released Claims be finally and fully settled and dismissed, subject to and according to the below terms and conditions.

NOW, THEREFORE, the Parties agree and covenant as follows:

**I. DEFINITIONS**

As used in this Agreement, the following definitions shall apply:

- A. "Administration and Notice Expenses" means reasonable fees and expenses incurred by the Settlement Administrator or SECA for the: (1) preparation and dissemination of the court approved notices; (2) receipt and adjudication of claims submitted by Settlement Class Members for compensation under this Settlement, including the costs of administering the Settlement Website for the review of the notices and submission of claims; (3) preparation of status reports to the Parties and the Court; (4) assistance in the distribution of settlement payments to eligible Settlement Class Members who timely submit Valid Claims; (5) receipt and processing of Opt-out Forms submitted by Settlement Class Members who wish to exclude themselves from the Settlement Class, and objections submitted by Settlement Class Members who object but do not wish to exclude themselves; and (6) other reasonable costs of notice and claims administration.
- B. "Agreement" means this Settlement Agreement.
- C. "Certification and Notice Approval Order" means the Order entered by the Court certifying the Lawsuit for settlement purposes and approving notices of the Settlement Approval Hearing to the Settlement Class and of the opt out process, substantially in the form attached as Schedule "2".
- D. "Certification Notice" means the notice to be approved by the Court in the Certification and Notice Approval Order and to be published in accordance with

the notice plan set forth in Section V of this Agreement, substantially in the form attached as Schedule "B" to the Certification and Notice Approval Order.

- E. "Claim Form" or "Claim Forms" means the proposed forms to be approved by the Court in the Settlement Approval Order, and to be submitted to the Settlement Administrator, as specified in Section IV of this Agreement, by Settlement Class Members who wish to make a claim in accordance with Section IV of this Agreement, substantially in the forms attached as Schedules "B" through "H" in the Settlement Approval Order.
- F. "Claimant" means a Person who has submitted a Claim Form or Claim Forms.
- G. "Claimant's Household Member" means any Person who: (1) is claimed by a Claimant as a dependent for tax purposes; and (2) has lived in the Claimant's home as a member of his or her household for the entire one (1) year period preceding the Notice Date.
- H. "Claimant's Immediate Family Member" means any Person who is a Claimant's parent, spouse, sibling, child, step-child, or adopted child.
- I. "Claims Deadline" means one-hundred-and-twenty (120) days after the Settlement Approval Order is made.
- J. "Class Counsel" means McKenzie Lake Lawyers LLP.
- K. "Class Representative" means the representative of the Settlement Class, as approved by the Court in the Certification and Notice Approval Order.
- L. "Clean-up Costs" means the costs to clean up from a Top Separation. Under no circumstances do Clean-up Costs include compensation for repair or replacement of Property. As expressly provided in Section IX, personal injury and damage to a Settlement Class Member's Property is not a Released Claim under this Settlement.
- M. "Commitment for Recall Repair" means a form of relief offered by the present Settlement in which SECA will provide certain commitments, as specified in Section IV of this Agreement, to Settlement Class Members who, on or after the Settlement Notice Date, request a Recall Repair under the Voluntary Recall.
- N. "Court" means the Ontario Superior Court of Justice.
- O. "Defendant" means Samsung Electronics Canada Inc.
- P. "Effective Date" means the first date that is three (3) business days after all of the following have occurred: (1) the Court has entered the Settlement Approval Order; (2) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed and; (3) the Settlement has become final, either because no timely challenge was made within thirty (30) days of entry of the Settlement Approval Order or because any timely challenge has been finally adjudicated and rejected.

- Q. “Enhanced Minimum Recall Rebate” means a form of relief offered by the present Settlement in which SECA will provide an enhanced minimum Recall Rebate floor of 15.5 percent of the Estimated Purchase Price of an original purchaser Settlement Class Member’s Washer, for use by the Settlement Class Member in purchasing, or having already purchased, a new, replacement Samsung or Kenmore brand washing machine.
- R. “Estimated Purchase Price” means the estimated purchase price of a given Washer model that was used during the Voluntary Recall to determine the Recall Rebate provided to a Settlement Class Member under the Voluntary Recall.
- S. “Home Label Kit” means the package mailed by SECA under the Voluntary Recall to all known Settlement Class Members for which SECA had a mailing address, which package includes: (1) a control panel guide that is to be affixed to the Washer’s control panel, thereby covering and superseding the Washer’s older control panel indicators; and (2) additional safety instructions to ensure safe operation of the Washer.
- T. “Lawsuit” means the proceeding commenced in the Court under the *Class Proceedings Act, 1992* with the style of cause *Karsten Henriksen v. Samsung Electronics America, Inc. and Samsung Electronics Canada Inc.* (London Court File No. 2762-16 CP) and which was subsequently amended to delete reference to Samsung Electronics America, Inc.
- U. “Lawyers’ Fees and Expenses” means the amount of any lawyers’ fees and reimbursement of litigation costs and expenses awarded to Class Counsel in accordance with Section VIII of this Agreement.
- V. “Major Home Appliance” means a dishwasher, clothes dryer, range, or refrigerator.
- W. “Notice Date” means the Court-ordered deadline by which the Settlement Administrator must commence the mailing of the notices approved in the Certification and Notice Approval Order, which shall be no more than thirty (30) business days after the Certification and Notice Approval Order is made.
- X. “Notice of Claim Denial” means the form that will be provided to each Person who has submitted a Claim Form that the Settlement Administrator has determined is not a Valid Claim.
- Y. “Opt-out Forms” means the proposed form to be approved by the Court in the Certification and Notice Approval Order and to be submitted to the Settlement Administrator by Settlement Class Members who wish to be excluded from the Settlement Class in accordance with Section VII of this Agreement, substantially in the form attached as Schedule “A” to the Certification and Notice Approval Order. Submission of the Opt-out Forms in accordance with Section VII of this Agreement is the only way by which a Settlement Class Member may exclude himself from the Settlement Class.
- Z. “Parties” means Plaintiff and Defendant, collectively.
- AA. “Person” means any natural person.

- BB. "Plaintiff" means Karsten Henriksen.
- CC. "Plaintiff's Counsel" means McKenzie Lake Lawyers LLP.
- DD. "Property" means all real and personal property, except for the Washer itself.
- EE. "Recall Rebate" means the form of relief provided under the Voluntary Recall in which SECA provided a rebate to be applied toward the purchase of a new, replacement Samsung or Kenmore brand washing machine. The dollar amount of a Settlement Class Member's Recall Rebate is determined according to a formula that takes account of the Estimated Purchase Price and age of the Washer.
- FF. "Recall Repair" means the physical elements of the form of relief that was provided under the Voluntary Recall, or that subsequent purchaser Settlement Class Members may request under Section IV hereof, in which SECA provides a free in-home repair to reinforce the Washers' top.
- GG. "Recall Repair Additional Benefit" means a form of relief offered by the present Settlement in which SECA will provide an additional benefit of a cash rebate, as specified in Section IV of this Agreement, to original purchaser Settlement Class Members who select or selected a Recall Repair under the Voluntary Recall.
- HH. "Recall Repair Additional Benefit Rebate Form" means the proposed form to be approved by the Court in the Settlement Approval Order and to be provided by the Settlement Administrator to Claimants who have submitted to the Settlement Administrator a Valid Claim to receive a cash rebate under the Recall Repair Additional Benefit, in accordance with Section IV of this Agreement.
- II. "Released Claims" means the claims released by Plaintiff and all Settlement Class Members who do not timely exclude themselves from the Settlement, as set forth and further explained in Sections VII and IX of this Agreement.
- JJ. "Releasees" means: (1) Defendant; (2) the respective predecessors, successors, parents, direct and indirect subsidiaries, affiliates, and assigns of the Defendant; (3) the respective past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers of the Defendant; and (4) all distributors, retailers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Washers.
- KK. "Samsung Authorized Canadian Retailer" means an authorized retailer of Samsung brand products in Canada.
- LL. "Samsung Authorized Service Center" means a third-party contractor that is authorized by SECA to provide servicing and technical support for the Washers.
- MM. "SECA" means Samsung Electronics Canada Inc.
- NN. "Service Award" means the payment made to the Class Representative to compensate for his or her efforts in pursuing the Lawsuit as set forth in Section VIII.

- OO. "Settlement" means the settlement provided for in this Agreement.
- PP. "Settlement Administrator" means a sufficiently qualified firm to be selected by SECA from one of Epiq Class Action Services Canada Inc. ("Epiq") or RicePoint Administration Inc. ("RicePoint") with the agreement of Plaintiff's Counsel, whose agreement is not to be unreasonably withheld, and appointed by the Court to administer the Settlement.
- QQ. "Settlement Approval Date" is the date on which the Settlement Approval Order is made by the Court.
- RR. "Settlement Approval Hearing" means the settlement approval hearing, to be held after notice has been provided to the Settlement Class in accordance with Section V of this Agreement: (1) to determine whether to grant approval of the Settlement; and (2) to approve the Claims Forms and other Settlement-related documents.
- SS. "Settlement Approval Order" means the proposed Order granting approval to the Settlement and entry of an Order consistent with same, to be entered by the Court, substantially in the form attached as Schedule "3".
- TT. "Settlement Approval Notice" means the proposed written notice to be approved by the Court in the Settlement Approval Order and to be published in accordance with Section V of this Agreement, substantially in the form attached as Schedule "A" of the Settlement Approval Order.
- UU. "Settlement Class" includes every resident of Canada, other than Quebec, who was the original or subsequent purchaser of a Washer for household use. Excluded from the Settlement Class are (1) officers, directors, and employees of Defendant, and (2) any person who filed and settled a claim against the Defendant in small claims court, or who made an informal claim against the Defendant that was settled with a release.
- VV. "Settlement Class Member" means any Person who is a member of the Settlement Class and who does not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Certification and Notice Approval Order.
- WW. "Settlement Notice Date" means the date of first publication of the Settlement Approval Notice.
- XX. "Settlement Recall Rebate" means the form of relief offered by the present Settlement in which SECA will provide a rebate equal to a net 15.5 percent of the Estimated Purchase Price of a Settlement Class Member's Washer in the event that they select a Recall Rebate and replace their Washer with a non-Samsung brand washer between the Settlement Notice Date and the Claims Deadline, as specified in Section IV of this Agreement.
- YY. "Settlement Website" means a website created by the Settlement Administrator to facilitate notice, the submission of Claim Forms and Opt-out Forms and objections, and for other administrative purposes related to the Settlement, as detailed in Sections III and V of this Agreement.

- ZZ. "Top Separation" means an event in which one or more of a Washer's top fasteners detaches from the Washer's chassis during operation of the Washer.
- AAA. "Top Separation Expenses" means expenses incurred by a Settlement Class Member as the result of Top Separation for Clean-up Costs, laundromat expenses, and washing machine rental costs.
- BBB. "Top Separation Relief" means a form of relief offered by the present Settlement in which SECA will provide certain benefits, as specified in Section IV of this Agreement, to Settlement Class Members who experience or have experienced a Top Separation within seven (7) years after that Settlement Class Member purchased his or her Washer.
- CCC. "Valid Claim" means a Claim Form that (1) is timely submitted by a Settlement Class Member in accordance with the requirements of the Settlement Approval Order, (2) is signed under penalty of perjury by the Settlement Class Member, (3) contains sufficient information and documentation to demonstrate that the Settlement Class Member is eligible to receive one or more of the benefits provided in Section IV of this Agreement, and (4) correctly states the model number and, where required, serial number of the Settlement Class Member's Washer.
- DDD. "Voluntary Recall" means the voluntary recall of the Washers announced on October 4, 2016 and updated and expanded on November 4, 2016 by SECA and Health Canada to address the circumstance where a Washer's top detaches from the Washer's chassis during operation. See <https://healthy Canadians.gc.ca/recall-alert-rappel-avis/hc-sc/2016/60872r-eng.php>
- EEE. "Washers" or "Washer" means, collectively, the Samsung washing machine units that are subject to the Voluntary Recall and which are listed in Schedule "1" to this Agreement.

## **II. CERTIFICATION OF THE SETTLEMENT CLASS**

- A. For the purposes of implementing this Agreement and corresponding Settlement, and for no other purpose, Defendant agrees to the certification of the nationwide (excluding Quebec) Settlement Class, as set forth in the proposed Certification and Notice Approval Order.
- B. The Parties understand and agree that, pursuant to this Agreement, they are compromising and settling disputed claims asserted by Plaintiff and the Settlement Class in the Lawsuit. Accordingly, Plaintiff and Defendant understand and agree that neither this Agreement (including all terms thereof) nor performance under the terms of this Agreement by the Parties is, or shall be, construed as any admission by Plaintiff, Settlement Class Members, or Defendant, including but not limited to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; (3) the existence, cause, or extent of any damages or losses alleged or suffered by Plaintiff or any Settlement Class Member; or (4) the appropriateness of Class Certification in the Lawsuit. Further, Defendant and Plaintiff understand and agree that neither this Agreement (including all terms thereof) nor performance under the terms of this Agreement by any party thereto is, or shall be construed as, an

admission by Plaintiff, Settlement Class Members, or Defendant of the validity of any fact or defense asserted in the Lawsuit, or in any other litigation.

- C. This Agreement is without prejudice to any rights Plaintiff, Settlement Class Members, or Defendant may have other than those rights expressly released by the Settlement, including but not limited to the rights of Defendant to: (1) oppose class certification in the Lawsuit if this Agreement is not approved or implemented by the Court; (2) oppose class certification in any other proposed class action; (3) any other rights in the Lawsuit; or (4) any other rights in any other lawsuit not identified herein that relates to the Washers.
- D. The provisions of Sections II.B and II.C shall survive the termination of this Agreement.

### **III. REQUIRED EVENTS**

- A. As soon as practicable after the execution of this Agreement, the Parties shall take all necessary steps to seek the Certification and Notice Approval Order, which by its terms shall accomplish all of the following:
  - 1. Certify the Settlement Class as a nationwide class, excluding residents of Québec, solely for the purpose of effecting the Settlement;
  - 2. Designate the Plaintiff as Class Representative of the Settlement Class;
  - 3. Designate Plaintiff's Counsel as Class Counsel for the Settlement Class;
  - 4. Designate the Settlement Administrator, and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Certification and Notice Approval Order, and the Settlement Approval Order:
    - a. Disseminate the Certification Notice.
    - b. Establish the Settlement Website with information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings, such as the operative Statement of Claim in the Lawsuit and materials in support of certification and notice approval and, when granted, approval of the Settlement, plus relevant orders of the Court. The Settlement Website should also have the functionality to accept online submissions by Settlement Class Members of Opt-out Forms, objections, Claim Forms (once the settlement is approved), and any accompanying documentation.
    - c. Establish a toll-free telephone number that Settlement Class Members can call to request that a hard copy of the Opt-out Form be sent to them by mail with Canada Post, and also to obtain additional information regarding the Settlement. This shall be accomplished before publishing the Certification Notice.



- d. Provide to Defendant and Class Counsel: (i) a separate list of the names and addresses of Opt-out Forms received by the Settlement Administrator; and (ii) a separate list of the names and addresses of any objectors whose objections were received by the Settlement Administrator.
  - e. Process requests for exclusion from the Settlement in accordance with Section VII of this Agreement.
5. Approve the form, contents, and methods of publication of the Certification Notice to be given to the Settlement Class as set forth in Section V of this Agreement, and direct the Settlement Administrator to provide, and cause to be provided, such notice and to provide a declaration of compliance with those notice requirements, as set forth in Section V of this Agreement.
6. Authorize and order SECA to provide the Settlement Administrator with contact information it has for Settlement Class Members to the extent required for the publication of notices, notwithstanding any applicable privacy laws in Canada.
7. Establish procedures and schedule deadlines for Settlement Class Members to: (a) submit Opt-out Forms to exclude themselves from the Settlement; and (b) for those Settlement Class Members who do not exclude themselves, procedures and deadlines for submitting objections to Settlement approval, if any. In particular, the following procedures and deadlines will apply:
  - a. Any objectors who have not opted out of the Settlement Class shall, at least ten (10) days before the Settlement Approval Hearing date in the Certification Notice, file a letter setting out objections, together with all supporting memoranda and other material, with the Court and serve copies on Class Counsel and counsel for the Defendant. This includes objections to the Settlement, this Agreement, or the Lawyers' Fee and Expenses award.
  - b. Requests by Settlement Class Members to be excluded from the Settlement, through use of the Opt-out Form, must be either postmarked by Canada Post (in the case of mailed exclusions) or actually received by the Settlement Administrator (in the case of Opt-out Forms submitted through the Settlement Website) within sixty (60) days after the Certification Notice is first published. The Settlement Administrator must provide a list of all exclusions to the Court and parties within seventy (70) days after the Certification Notice is first published.
  - c. Any lawyer seeking to appear at the Settlement Approval Hearing for an objector must file with the Court and contemporaneously serve on Class Counsel and Defendant, at least ten (10) days before the Settlement Approval Hearing date in the Certification Notice, a notice of intention to appear at the Settlement Approval Hearing, setting forth the basis of their objections and summarizing

the nature and source of any evidence that they intend to present at the Settlement Approval Hearing. Any objector not represented by a lawyer seeking to appear at the Settlement Approval Hearing must state the same in the objection that they file with the Court or submit to the Settlement Administrator or Class Counsel, as provided above.

- d. The above deadlines apply to any Person objecting to any or all of the Settlement, this Agreement, or the Lawyers' Fees and Expenses.
8. Establish the date for the Settlement Approval Hearing, and procedures and schedule deadlines for the filing of: (a) materials in support of approval of the Agreement and corresponding Settlement; and (b) Class Counsel's materials in support of their fees to be awarded pursuant to Section VIII of this Agreement.
- B. Defendant may file a separate memorandum in support of the Certification and Notice Approval Order and/or the Settlement Approval Order, and Class Counsel must file a motion to be awarded fees and expenses, consistent with Section VIII of this Agreement.
- C. At the Settlement Approval Hearing, the Parties will request that the Court enter the Settlement Approval Order that:
1. Grants approval of this Agreement and corresponding Settlement as fair, reasonable, and in the best interests of the Settlement Class.
  2. Provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future.
  3. Orders the dismissal of the Lawsuit with prejudice, and incorporates the releases and covenants not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and lawyer fees, except as provided in Section VIII below.
  4. Authorizes the payment by SECA of Valid Claims approved by the Settlement Administrator as Valid Claims.
  5. Authorizes a total award to Class Counsel and counsel for any Settlement Class Member up to the amount of Lawyers' Fees and Expenses specified in Section VIII of this Agreement.
  6. Establish procedures and schedule deadlines for Settlement Class Members to submit Claim Forms to the Settlement Administrator, consistent with Sections IV and VII of this Agreement.
  7. Instructs the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Certification and Notice Approval Order, and the Settlement Approval Order:

- a. Continue to have a toll-free telephone number that Settlement Class Members can call to request that a hard copy of the Claim Form be sent to them by mail with Canada Post, and also to obtain additional information regarding the Settlement.
  - b. Receive, evaluate, and either approve the Claim Forms submitted by Claimants as meeting the requirements of this Agreement or disapprove as failing to meet those requirements, all in accordance with Section IV of this Agreement.
  - c. Provide to Defendant and Class Counsel at least once every thirty (30) days after the Settlement Approval Order is made, and until all Claim Forms have been evaluated: (i) a list of the names and addresses of all Claimants whose Claim Forms the Settlement Administrator has determined to be Valid Claims, separately identified by category of settlement benefit to be provided; and (ii) a separate list of the names and addresses of all Claimants whose Claim Forms the Settlement Administrator has determined not to be Valid Claims or otherwise rejected.
  - d. Provide a Notice of Claim Denial to each Claimant that the Settlement Administrator has determined does not have a Valid Claim. This Notice of Claim Denial will provide each Claimant with one opportunity to cure the Settlement Administrator's determination of invalidity by submitting to the Settlement Administrator within thirty (30) days of the issuance of the Notice of Claim Denial a substitute Claim Form, which the Settlement Administrator will then review to determine whether it constitutes a Valid Claim.
  - e. Within thirty (30) days after the adjudication of all Valid Claims by the Settlement Administrator, provide to Defendant and Class Counsel a statement of the total number of Claim Forms submitted, the total number of Claim Forms adjudicated as Valid Claims.
8. Preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement.
- D. Plaintiff, Class Counsel, and Defendant will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either of the Certification and Notice Approval Order or the Settlement Approval Order, Plaintiff, Plaintiff's Counsel, and Defendant will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court.

#### **IV. BENEFITS PROGRAM**

- A. Enhanced Minimum Recall Rebate and Settlement Recall Rebate:
1. For Settlement Class Members who are original purchasers and who selected a Recall Rebate under the Voluntary Recall for the purchase of a new, replacement Samsung or Kenmore brand washing machine, or who

select such a Recall Rebate no later than the Claims Deadline and claim the Recall Rebate within 6 months of selecting the Recall Rebate, SECA will provide an Enhanced Minimum Recall Rebate equal to a net 15.5 percent of the Estimated Purchase Price of the Claimant's Washer. Therefore, a Claimant who previously obtained a Recall Rebate under the Voluntary Recall in a lower amount would, under the Enhanced Minimum Recall Rebate, receive the difference in value, if any, between 15.5 percent of the Estimated Purchase Price of the Claimant's Washer and the lower percentage of the Estimated Purchase Price that the Claimant previously received for his or her Recall Rebate under the Voluntary Recall. For example, if a Claimant previously received a Recall Rebate valued at 6 percent of the Estimated Purchase Price of the Claimant's Washer, then the Claimant would be eligible under this Agreement to receive an electronic transfer or check in the amount necessary to increase the net value of their Recall Rebate to 15.5 percent of the Estimated Purchase Price of the Claimant's Washer (in this example, the referenced check would be in an amount equivalent to 9.5 percent of the Estimated Purchase Price of the Claimant's Washer). For a Class Member who selects a Recall Rebate after the Settlement Notice Date and no later than the Claims Deadline, and who purchases the replacement Samsung brand washer and claims the Recall Rebate within 6 months of making that selection, or of the Claims Deadline, whichever is earlier, will receive an Enhanced Minimum Recall Rebate of 15.5 percent of the Estimated Purchase Price of the Claimant's Washer.

2. For a Settlement Class Member who is an original purchaser and who both selects a Recall Rebate and purchases a non-Samsung branded washer in the period between the Settlement Notice Date and the Claims Deadline, and who submits a Valid Claim no later than the Claims Deadline, SECA will provide a Settlement Recall Rebate equal to a net 15.5 percent of the Estimated Purchase Price of their Washer. To avoid any uncertainty, a Settlement Class Member who selects a Recall Rebate can only receive one of either an Enhanced Minimum Recall Rebate or a Settlement Recall Rebate (if otherwise available), and never both.
3. To obtain a rebate under this Section IV.A, the following procedures apply:
  - a. For a Claimant who has already received a Recall Rebate but whose Recall Rebate was less than 15.5 percent of the Estimated Purchase Price of the Claimant's Washer, such Claimant must submit no later than the Claims Deadline: (1) a properly completed and executed Claim Form; and (2) documentation evidencing (i) that the Claimant previously participated in the Voluntary Recall and selected the Recall Rebate option, and (ii) the dollar amount of the Recall Rebate received by the Claimant under the Voluntary Recall; or
  - b. For a Settlement Class Member who is an original purchaser and, who, following the Settlement Notice Date, selects a Recall Rebate under the Voluntary Recall and seeks to receive the Enhanced Minimum Recall Rebate, such Settlement Class Member must have

selected the Recall Rebate by the Claims deadline, and must submit within 6 months of making the selection, or of the Claims Deadline, whichever is earlier, a properly completed and executed Claim Form stating the model number and serial number of the Settlement Class Member's Washer and such other documentation as are required to receive the Recall Rebate (e.g. proof that the Washer has been disposed of and is no longer in use, and proof of purchase of a Samsung brand washer). The Enhanced Minimum Recall Rebate of 15.5 percent shall be available to all such Settlement Class Members who first select a Recall Rebate following the Settlement Notice Date so long as they select it no later than the Claims Deadline, and otherwise comply with this Section IV.A.3.b.

- c. For a Settlement Class Member who is an original purchaser and who both selects a Recall Rebate and purchases a non-Samsung branded Washer in the period between the Settlement Notice Date and the Claims Deadline, and seeks to receive the Settlement Recall Rebate, such Settlement Class Member must submit no later than the Claims Deadline a properly completed and executed Claim Form stating the model number and serial number of the Settlement Class Member's Washer and such other documentation as would be required to receive the Recall Rebate for Samsung or Kenmore brand washers (e.g. proof that the Washer has been disposed of and is no longer in use, and proof of purchase of a non-Samsung brand replacement washer in the relevant time period).
4. Settlement Class Members who select the Recall Rebate and participate in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate are not eligible for any other benefit or compensation under this Section IV.

**B. Recall Repair Additional Benefit:**

1. For Settlement Class Members who are original purchasers and chose before the Settlement Notice Date, or who choose no later than the Claims Deadline, a Recall Repair, a Samsung Authorized Service Center will provide such Claimants with a free in-home repair to reinforce their Washers' top. Defendant will further provide those Claimants a:
  - a. \$25.00 cash rebate for purchase of any Samsung microwave oven;
  - b. \$50.00 cash rebate for purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$0.00 and \$900.00;
  - c. \$75.00 cash rebate for purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$900.01 and \$1,500.00;

- d. \$85.00 cash rebate for purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) of \$1,500.01 and higher.
2. The cash rebate: (a) has a one (1) year expiration date from entry of the Settlement Approval Order; and (b) is transferable to any Claimant's Household Member or Claimant's Immediate Family Member.
3. To obtain a Recall Repair Additional Benefit under this Section IV.B, Claimants must submit to the Settlement Administrator no later than the Claims Deadline a properly completed and executed Claim Form containing any requisite accompanying documentation, which must include: (a) the model number and serial number of the Claimant's Washer; (b) a statement that the Claimant (i) has affixed to his or her Washer's control panel the control panel guide provided in the Home Label Kit, and (ii) operates his or her Washer in accordance with the additional safety instructions provided in the Home Label Kit; (c) a designation of the Claimant's Household Member or Claimant's Immediate Family Member, if any, to whom the Claimant wishes to transfer his or her cash rebate; and (d) a signed statement under penalty of perjury from the Claimant attesting that all of the statements in the Claim Form are true and correct. If the Settlement Administrator determines that the Claimant has submitted a Valid Claim, the Claimant will be provided by way of email or mail with Canada Post with a Recall Repair Additional Benefit Rebate Form. The Form and entitlement to the Recall Repair Additional Benefit will expire one (1) year after the Settlement Approval Date.
4. A Claimant, or Claimant's Household Member, or Claimant's Immediate Family Member who has been designated by Claimant as the transferee of the Recall Repair Additional Benefit cash rebate, may then redeem his or her Recall Repair Additional Benefit cash rebate no later than the cash rebate's one (1) year expiration date by: (a) purchasing a Samsung microwave oven or a Samsung Major Home Appliance prior to the cash rebate's expiration either from SECA or from any Samsung Authorized Canadian Retailer that sells Samsung microwave ovens or Major Home Appliances; and (b) submitting in accordance with the instructions on the Recall Repair Additional Rebate Form a properly completed Recall Repair Additional Benefit Rebate Form and proof of purchase. If the submission is validated, the Settlement Administrator or SECA will provide the Claimant, Claimant's designated Household Member or Immediate Family Member with payment by electronic transfer or a check sent by mail with Canada Post for the Recall Repair Additional Benefit cash rebate.
5. Settlement Class Members who participate in the Recall Repair are not eligible for any other benefit or compensation under this Section IV, with the exception of Settlement Class Members who separately qualify for (1) Top Separation Relief, as described below in this Section IV.C and (2) the cash rebate card described in Section IV.D.7 below.

C. Top Separation Relief:

1. For Settlement Class Members who have not participated in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate and whose Washers experience a Top Separation within seven (7) years after the Settlement Class Member purchased his or her Washer, SECA will provide the following Top Separation Relief, to the extent not previously provided to the Settlement Class Member:
  - a. Subject to Section IV.C.1.c, full refund of the purchase price paid by the Settlement Class Member for his or her Washer, upon the provision of proof of the purchase price, failing which the Estimated Purchase Price will be used; and
  - b. Subject to Section IV.C.1.c, reimbursement of Top Separation Expenses incurred by the Settlement Class Member as a result of the Top Separation, expressly subject to the following limitations: (1) Settlement Class Member must submit sufficient documentation evidencing his or her Top Separation Expenses, (2) Top Separation Expenses are capped at a total of \$100.00 per Settlement Class Member, and (3) no more than \$50.00 of Top Separation Expenses may be attributable to Clean-up Costs.
  - c. SECA shall be entitled to deduct from any refund or reimbursement provided for under Sections IV.C.1.a-b any amounts paid to the Settlement Class Member by SECA prior to the Settlement Approval in respect of any Top Separation.
2. To obtain Top Separation Relief under this Section IV.C, Settlement Class Members must submit to SECA at the address provided in the Claim Form, and within the Claims Deadline or 60 days of the Top Separation, whichever is later: (a) the model number and serial number of the Settlement Class Member's Washer; (b) a photograph evidencing the Top Separation; (c) a signed statement under penalty of perjury (i) attesting that Settlement Class Member's Washer experienced a Top Separation, (ii) identifying Top Separation Expenses that Settlement Class Member experienced as a result of the Top Separation, and (iii) certifying that the recalled Washer has been disposed of and is no longer in use; and (d) documentation evidencing the Top Separation Expenses, including Clean-up Costs, experienced by Settlement Class Member.
3. Top Separation Relief does not include personal injury or damage to Property arising out of or in connection with Top Separation. As expressly provided in Section IX, personal injury and damage to a Settlement Class Member's Property is not a Released Claim under this Settlement.

D. Commitment for Recall Repair:

1. Under the Voluntary Recall, Settlement Class Members who are original purchasers may choose a Recall Repair, in which a Samsung Authorised Service Center provides Settlement Class Members with a free in home

repair to reinforce their Washers' top, and they also receive a one (1) year extension of the manufacturer's warranty.

2. Settlement Class Members who are subsequent purchasers are entitled to request and receive a Recall Repair in which a Samsung Authorized Service Center provides Settlement Class Members with a free in-home repair to reinforce their Washers' top, but without the one (1) year extension of the manufacturer's warranty. Settlement Class Members who are subsequent purchasers are not entitled to any benefits whatsoever under this Agreement except for the benefits to which they may be entitled pursuant to Section IV.C and IV.D.
3. To obtain a Recall Repair under this Section IV.D, Claimants must submit to the Settlement Administrator no later than the Claims Deadline a properly completed and executed Claim Form containing any requisite accompanying documentation, which must include: (a) the model number and serial number of the Claimant's Washer; (b) a statement that they are selecting a Recall Repair (c) a statement that the Claimant has (i) affixed to his or her Washer's control panel the control panel guide provided in the Home Label Kit; (ii) operates his or her Washer in accordance with the additional safety instructions provided in the Home Label Kit; and (d) a signed statement under penalty of perjury from the Claimant attesting that all of the statements in the Claim Form are true and correct.
4. Settlement Class Members who have not submitted a Claim Form and selected a Recall Rebate or Recall Repair (regardless of whether they were entitled to do so) no later than the Claims Deadline will thereafter not be entitled to any benefits whatsoever under this Agreement or the Voluntary Recall except for any benefits to which they are expressly entitled pursuant to Sections IV.D.5-7.
5. Settlement Class Members who request a Recall Repair in the one (1) year after the Claims Deadline will be entitled to a Recall Repair but without any warranty extension.
6. For any Settlement Class Member who requests a Recall Repair in accordance with this Section IV.D after the Settlement Notice Date, where SECA is able to confirm receipt of such a request and that it was made within one (1) year of the Claims Deadline, SECA commits that a Samsung Authorized Service Center will effectuate such Recall Repair within fourteen (14) days of the Settlement Class Member's request.
7. Should a Samsung Authorized Service Center prove unable, solely as a result of an act or omission by the Samsung Authorized Service Center, to effectuate a requested Recall Repair made within fourteen (14) days of a Settlement Class Member's request pursuant to Section IV.D.6, SECA will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card. However, this provision shall not apply if SECA elects to replace rather than repair the Settlement Class Member's Washer. Further, the fourteen (14) day limit will not apply when the Washer is located 200



km or more from a Samsung Authorized Service Center, in which case the repair will be completed as soon as reasonably practical.

8. To obtain the one-time \$50.00 cash-equivalent card under this Section IV.D, a Settlement Class Member must submit to the Settlement Administrator for verification: (a) the model number and serial number of the Settlement Class Member's Washer; and (b) a signed statement under penalty of perjury attesting (i) to the date, after entry of the Settlement Approval Order, that the Settlement Class Member requested a Recall Repair to his or her Washer, (ii) to the failure of a Samsung Authorized Service Center to effectuate the requested Recall Repair within fourteen (14) days of the Settlement Class Member's request, (iii) that such failure is not attributable to any act or omission by the Settlement Class Member or by any other party apart from the Samsung Authorized Service Center, and (iii) that the Settlement Class Member or another party was reasonably available during the fourteen (14) day period to allow the Samsung Authorized Service Center to perform the requested Recall Repair. Upon SECA's acceptance of a Settlement Class Member's submission, unless otherwise provided herein, SECA will provide the Settlement Class Member by mail with Canada Post with a one-time \$50.00 cash-equivalent card.

#### **V. SETTLEMENT ADMINISTRATION AND NOTICE**

- A. SECA agrees to pay for all Administration and Notice Expenses, except that SECA shall not be responsible for any cost that may be incurred by Plaintiff or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Lawsuit; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed. SECA shall be required to pay the reasonable costs, if any, billed by the Settlement Administrator with respect to work performed by the Settlement Administrator to provide information to the Court regarding the notice and settlement administration process related to challenges or objections to the Agreement or the Settlement.
- B. SECA and Plaintiff's Counsel will agree to select one of Epiq or RicePoint as the Settlement Administrator.
- C. No later than thirty (30) days after the Certification and Notice Approval Order, SECA shall comply with the notice provisions of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, which may be satisfied by directing the Settlement Administrator to comply with the notice plan set forth in the Certification and Notice Approval Order.
- D. As soon as practicable, but no later than ten (10) business days after the Court's entry of the Settlement Approval Order:
  1. The Settlement Administrator shall continue to have a toll-free telephone number that Settlement Class Members can call to request that hard copies of the Claim Form be sent to them by Canada Post and to obtain additional information regarding the Settlement.

2. The Settlement Administrator shall publish a copy of the Settlement Approval Notice in accordance with the approved notice plan set forth in the Settlement Approval Order. The Settlement Approval Notice will encourage Settlement Class Members to complete and submit their Claim Forms online through the Settlement Website, but will also include a toll-free telephone number that Settlement Class Members can use to request that the Settlement Administrator mail them a hard-copy Claim Form and/or Opt-out Form and to obtain additional information regarding the Settlement and Settlement procedures.
- E. To facilitate the efficient administration of this Settlement and to promote provision of benefits pursuant to this Settlement, the Settlement Administrator will establish the Settlement Website that enables Settlement Class Members to:
1. Read the Settlement Approval Notice.
  2. Complete, review, and submit a Claim Form online. This shall include the ability to electronically upload and submit documents supporting Settlement Class Members' Claim Forms.
  3. Print the completed Claim Form for signature by the Settlement Class Member and mailing to the Settlement Administrator along with any required documentary proof.
- F. The Parties agree that the Settlement Approval Notice, Claim Form, and Settlement Website will provide information sufficient to inform Settlement Class Members of: (1) the essential terms of this Agreement; (2) appropriate means for obtaining additional information regarding the Agreement and the Lawsuits; and (3) appropriate means for, and information about, submitting a Claim Form.
- G. The Parties will ask the Court to approve, in the Settlement Approval Order, the content and manner of publication of the Settlement Approval Notice, the Settlement Website publication of the Settlement Approval Notice, the Settlement Website publication of the Claim Form, all as set forth above in this Section V.
- H. Within ninety-five (95) days after the Court's entry of the Settlement Approval Order, the Settlement Administrator will provide to the Court a declaration of compliance with this plan of notice.

## **VI. PROCEDURES FOR SETTLEMENT APPROVAL**

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in preparing all necessary documents and securing the prompt, complete, and final dismissal, with prejudice, of this Lawsuit.
- B. Settlement Approval
1. At the Settlement Approval Hearing, the Parties will request that the Court make the Settlement Approval Order, which: (a) grants approval to the Settlement and this Agreement as fair, reasonable, and in the best interests of the Settlement Class; (b) provides for the release of all Released Claims

and enjoins Settlement Class Members from asserting, filing, maintaining, prosecuting, or assisting in the prosecution of any of the Released Claims in the future; (c) orders the dismissal with prejudice of all claims alleged in the Lawsuit, and incorporates the releases and covenant not to sue stated in this Agreement; (d) authorizes the payment by Defendant of Valid Claims approved by the Settlement Administrator as Valid Claims, in accordance with the terms of the Settlement Approval Order, within sixty (60) days after being notified of the Valid Claims by the Settlement Administrator or the Effective Date, whichever is later; (e) authorizes the payment by Defendant of Lawyers' Fees and Expenses and Service Award for Class Representatives, in accordance with the terms of the Agreement; and (f) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.

- C. All claims by Settlement Class Members to the Settlement Administrator for benefits under Section IV of this Agreement shall be postmarked (in the case of mailed Claims Forms) or received (in the case of Claims Forms submitted through the Settlement Website) within the Claims Deadline, being one-hundred-and-twenty (120) days after the Settlement Approval Order is made. Claims received after this date shall not be Valid Claims.

**VII. REQUESTS FOR EXCLUSION AND OBJECTIONS**

- A. Any member of the Settlement Class shall have the right to opt out of the Settlement Class by providing the Settlement Administrator with an executed Opt-out Form by timely mailing such form to the Settlement Administrator's mailing address or submitting the Opt-out Form through the Settlement Website. Any Settlement Class Member shall have the right to object to the Agreement, including the Lawyers' Fees and Expenses, by filing with the Court a timely objection. All Opt-out Forms must be postmarked by Canada Post or received by the Settlement Administrator (in the case of Opt-out Forms submitted through the Settlement Website) within sixty (60) days after the Certification Notice is first published. Objections shall be filed with the Court and served on counsel for the Parties no less than ten (10) days before the Settlement Approval Hearing date in the Certification Notice.
- B. The Settlement Administrator must provide a final list of all opts outs to the Defendant within seventy (70) days after the Certification Notice is first published.

**VIII. LAWYERS' FEES AND EXPENSES, AND SERVICE AWARD TO CLASS REPRESENTATIVE**

- A. The Parties agree that SECA will pay lawyers' costs and fees up to the total, all-inclusive amount of \$375,000 plus HST and \$20,000 for disbursements, subject to approval of the Court, for all lawyers' fees, costs, expenses, and interest related in any way to work performed or to be performed, and costs and expenses incurred, by or on behalf of Plaintiff or Settlement Class Members in connection with the Washers, the Lawsuit, or the Settlement.
- B. Plaintiff and Class Counsel acknowledge and agree that (1) the lawyers' fees, costs, expenses, and interest set out in this Section VIII.A are in full and fair

settlement of any claim for lawyers' fees, costs, expenses, and interest, whether already incurred or incurred in the future, for any activity related in any way to the Washers, the Lawsuit, or the Settlement, and (2) Class Counsel shall not seek any award of lawyers' fees, costs, expenses, or interest in addition to the total, all-inclusive amount set out above in this Section VIII.A, whether already incurred or incurred in the future, and whether incurred by Class Counsel or by any other counsel acting on behalf of any Settlement Class Member.

- C. The Parties agree that Defendant will not oppose the request for a Service Award to the proposed Class Representative in the total amount of \$1,500.
- D. The Parties agree further that Plaintiff shall not seek any award in excess of \$445,250, inclusive of lawyers' fees, costs, expenses, interest, and the Service Award to the proposed Class Representative.
- E. SECA agrees to pay the Lawyers' Fees and Expenses and the Service Award within forty-five (45) days after the Effective Date.

## **IX. RELEASES**

- A. Plaintiff and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of claims, actions, causes of action, administrative claims, demands, debts, damages, costs, lawyers' fees, obligations, judgments, expenses, or liabilities for loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiff or any Settlement Class Member now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that arises from or relates in any way to the Voluntary Recall, any excessive vibration or Top Separation in Washers, or any claim or allegation made in the Lawsuit, including but not limited to all claims for out-of-pocket expenses, consequential damages, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, premium-price damages, lawyers' fees, disgorgement, or statutory damages or penalties (the "Released Claims"), provided that this release will not extinguish, and the Released Claims do not include, claims for: (1) benefits expressly granted under this Agreement, if conditions for eligibility are met (2) personal injury; or (3) damage to Property.
- B. By executing this Agreement, the Parties acknowledge that, upon entry of the Settlement Approval Order by the Court, the Lawsuit shall be dismissed with prejudice, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to all of the Releasees. The Settlement Approval Order shall provide for and effect the full and final release, by Plaintiff and all Settlement Class Members, of all Released Claims.
- C. As additional consideration for the Settlement and benefits provided by this Agreement, Plaintiff agrees to take all reasonable actions to support any of the Releasees' efforts to obtain dismissal with prejudice of any claims or causes of action brought against them relating to the Released Claims, including any action for contribution or indemnity, that may hereafter at any time be asserted against any of the Releasees by Plaintiff, or by anyone subrogated to any of the Plaintiff's

rights in any capacity, and that arise from any loss, injury, property damage, or expense released by this Settlement.

- D. Future or Unknown Harm and Waiver of Statutory Rights: It is possible, although unlikely, that other injuries, damages, losses, or future consequences or results of the sale, purchase, use, non-use, need for repair, or repair of the Washers relating to the Released Claims are not currently known by Plaintiff and Settlement Class Members and will develop or be discovered that relate to the subject matter of the Lawsuit. The release in this Agreement, and the compromise on which it is based, are expressly intended to and do cover and include a release by Plaintiff and each Settlement Class Member of all such future injuries, damages, losses, or future consequences or results, including a release and waiver of all rights, causes of actions, claims, and lawsuits against the Releasees that may exist or arise in the future because of such future injuries, damages, losses, or future consequences or results of known or unknown injuries that relate to, or arise out of the Released Claims.
- E. Plaintiff and each Settlement Class Member expressly waives and relinquishes all rights and benefits that he or she may have under, or that may be conferred upon him or her by, the provisions of any statute that provides that a release does not extend to a claim which the releasor does not know or suspect to exist in his or her favour at the time of executing the release, to the fullest extent that he or she may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiff and each Settlement Class Member hereby acknowledges that he or she is aware that he/she or his/her lawyers may hereafter discover claims or facts in addition to, or different from, those which he or she now knows or believes to exist with respect to the Released Claims, but that it is his/her intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that he/she has against Releasees.
- F. Plaintiff and each Settlement Class Member expressly consents that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action as referenced above. Plaintiff and each Settlement Class Member acknowledges and agrees that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that, without this waiver, the compromise settlement would not have been accomplished. Plaintiff has been advised by his or her lawyer with respect to this waiver and, being of competent mind, understands and acknowledges its significance.
- G. Each Party expressly accepts and assumes the risk that, if facts with respect to matters covered by this Agreement are found to be other than, or different from, the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, lawyer fees, damages, claims, and liabilities whatsoever, whether or not now known, suspected, claimed, or concealed, pertaining to the Released Claims of this Agreement.

**X. COVENANT NOT TO SUE**

Plaintiff, on behalf of themselves and each of the Settlement Class Members who do not timely exclude themselves from the Settlement: (1) covenant and agree that neither Plaintiff nor any of the Settlement Class Members, nor anyone 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, or any of them, in either their personal or corporate capacity, or against anyone that might sue Defendant, including retailers and distributors of the Washers, 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, or any of them, in connection with the Released Claims; (2) waive and disclaim 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 or any putative class of Washer owners over the Released Claims; and (3) agree that this Agreement shall be a complete bar to any such action by any Plaintiff or Settlement Class Member.

**XI. REPRESENTATIONS AND WARRANTIES**

Each of the Parties represents and warrants, and agrees with, each of the other Parties as follows:

- A. Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiff has or may have arising out of the Lawsuit or pertaining in any way to the Washers, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred or conveyed by, or for, Plaintiff in any manner, except for such portion of the Settlement sum that has been assigned, transferred, or conveyed by Plaintiff to counsel to pay litigation fees and costs; and no Person or entity other than Plaintiff has any legal or equitable interest in the claims asserted in their respective Lawsuits.
- B. Each of the Parties to this Agreement further represents and warrants, and agrees with, each other Party hereto as follows:
  - 1. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its lawyers regarding the advisability of making the Settlement, the advisability of executing this Agreement and the legal and tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
  - 2. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for the other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
  - 3. Each of the Parties 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 his, her, or its lawyers.

4. Each of the Parties 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, and having in fact consulted with, his, her, or its lawyers.
  5. Each term of this Agreement, under the titles of the various Sections, is contractual and not merely a recital.
- C. Each of the Parties has authority to enter into this Agreement. The undersigned Plaintiff's Counsel represents that it has authority to enter into this Agreement and bind Plaintiff and their respective counsel.

## **XII. MISCELLANEOUS**

- A. Confidentiality: The Parties understand and agree that this Agreement is confidential and shall not be disclosed to any third party (except as noted in the sentence that follows) until after it is filed with the Court as part of the motion for the Certification and Notice Approval Order. Prior to the filing of the Agreement, however, Defendant may share some or all terms of the Agreement with counsel for the plaintiffs in the lawsuit brought in the Superior Court of Québec with Court File No. 500-06-000816-161.
- B. Currency: All dollar amounts referenced herein are in Canadian dollars.
- C. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Agreement and corresponding Settlement.
- D. Mutual Non-Disparagement: To the extent permitted by law and the applicable rules of professional conduct, the Settlement is conditioned on the Parties' and their lawyers' agreement not to disparage Defendant, Plaintiff, or Class Counsel regarding the subject matter of the Lawsuit. The Class Representatives and Class Counsel agree to not create, establish, or assist in the development of, or provide any content for, any print publication of any kind, website, social media, blog, "gripe" site, or radio, movie, television, or internet broadcast or video that criticizes Defendant with respect to the Lawsuit, the Settlement, or the Washers. The foregoing shall not restrict the ability of Class Counsel from performing their responsibilities to absent Settlement Class Members in connection with settlement approval proceedings, nor shall it restrict counsel's responsibilities to respond to orders of any court or other legal obligation. This provision shall not be interpreted to interfere or to limit any rights or obligations under the applicable rules of professional conduct.
- E. Severability: None of the terms of this Agreement is severable from the others. If the Court or any court exercising appellate jurisdiction rules that any term of this Agreement is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiff, in their sole discretion (but acting in accordance with their duties and obligations as representatives of the Settlement Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions approved by the Court.

- F. Entire Agreement of Parties: This Agreement constitutes and comprises the entire agreement between the Parties concerning the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- G. Conditional Nature of Agreement:
1. At Plaintiff's option, expressed in written notice to Defendant's counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiff or the Settlement Class, or fails to enter the Certification and Notice Approval Order or the Settlement Approval Order in substantially the form submitted by the Parties.
  2. At Defendant's option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Certification and Notice Approval Order, or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Certification and Notice Approval Order or the Settlement Approval Order in substantially the form submitted by the Parties.
- H. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that "ambiguity shall be interpreted against the drafter" has no relevance to the interpretation or construction of this Agreement.
- I. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest.
- J. Third-Party Beneficiaries: All Releasees other than the signatories to this Agreement are intended to be third-party beneficiaries of this Agreement.
- K. Cooperation in Implementation: Defendant, Plaintiff, and their respective counsel agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.
- L. Governing Law: This Agreement shall be construed and governed in accordance with the laws of Ontario.
- M. No Admission of Liability: It is understood and agreed that the Settlement benefits provided in this Agreement, and this Settlement and release, are for the compromise of disputed claims and are not to be construed as, or deemed to be, an admission of any liability, fault or responsibility on the part of any of the



Releasees, by whom liability and fault are, and always have been, expressly and completely denied.

- N. Continuing Jurisdiction: The Court shall retain jurisdiction over the Parties and the Agreement with respect to future performance of the terms of the Agreement.
- O. Signatures: This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. Class Counsel's signature shall be construed to bind Plaintiff in this Lawsuit, and Class Counsel expressly represent that they have received authorization from the named Plaintiff, prior to executing this agreement.

**KARSTEN HENRIKSEN** on behalf of himself and the Settlement Class, by his counsel

Name of Authorized Signatory:

Matt Baer

Signature of Authorized Signatory:



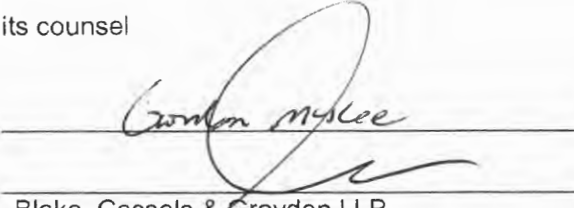
McKenzie Lake Lawyers LLP  
Class Counsel

**SAMSUNG ELECTRONICS CANADA INC.**, by its counsel

Name of Authorized Signatory:

Gordon Mylee

Signature of Authorized Signatory:



Blake, Cassels & Graydon LLP  
Counsel for the Defendant

**SCHEDULE "1" – AMENDED LIST OF WASHERS**

**SAMSUNG BRAND WASHER MODELS**

<b>Model Number</b>	<b>UPC</b>	<b>Serial Number From</b>	<b>Serial Number To</b>
WA5471ABP/XAA	36725569249	Y0IK54BB400046	Y0IK53BD300133
WA5451ANW/XAA	36725560222	Y0IX54BB300091	Y0IX53BC602166
WA5451ANP/XAA	770332863207	Y48V54BC400001	Y48V53BCC00212
WA422PRHDWR/AA	36725590397	Y0IY5AEC300051 Y0IY5AUD400001	Y0IY5AEF300037 Y0IY5AUFB00156
WA456DRHDSU/AA	36725590502	Y6BP5AEC400001 Y6BP5AUD400001	Y6BP5AEF200096 Y6BP5AUGC00030
WA456DRHDWR/AA	36725590458	Y0IX5AEC300001 Y0IX5AUD400001	Y0IX5AEF100104 Y0IX5AUF200360
WA50F9A8DSP/A2	887276018140	Y7D15AED200001 Y7D15AUD500001	Y7D15AEG200102 Y7D15AUG300009
WA45H7200AP/A2	887276857947	0BHF5AUF100001 0BHF5AEF200001	0BHF5AUG900598 0BHF5AEG900035
WA45H7200AW/A2	887276857954	0BHG5AUF100001 0BHG5AEF200001	0BHG5AUH400798 0BHG5AEGB00270
WA45H7000AW/A2	887276857930	0BHE5AUDC00001 0BHE5AEF200001	0BHE5AUH424521 0BHE5AEH401347
WA48J7770AW/A2	887276095875	0E6G5AUG200001 0E6G5AEG400001	0E6G5AUH402114 0E6G5AEH400182
WA52J8700AP/A2	887276095882	0E6H5AUG100001 0E6H5AEG300001	0E6H5AUH401452 0E6H5AEH401027
WA40J3000AW/A2	887276086989	0DLC5AUG100001 0DLC5AEG300001	0DLC5AUH602521 0DLC5AEH600307
WA56H9000AP/A2	887276963501	0BGJ5AEF100001	0BGJ5AEH600312

WA50K8600AV/A2	887276145969	0FKA5AUH100001 0FKA5AEH300001	0FKA5AUH603485 0FKA5AEHA00379
WA45K7600AW/A2	887276126913	0F2J5AUGC00001R 0F2J5AEH300001A	0F2J5AUH600960Y 0F2J5AEHA00540F

#### KENMORE BRAND WASHER MODELS

Model Number	UPC	Serial Number From	Serial Number To
592-29212	887276012070	Y7BK5AED200001 Y7BK5AUDA00001	Y7BK5AEF900180 Y7BK5AUH300720
592-29222	887276012063	Y7BL5AED200001 Y7BL5AUDA00001	Y7BL5AEF900180 Y7BL5AUG600270
592-29227	887276012131	Y7BM5AED200001 Y7BM5AUDA00001	Y7BM5AEF900180 Y7BM5AUH300090
592-29336	887276970455	0C375AEF400001 0C375AUF600001	0C375AEG800810 0C375AUH200125

**SCHEDULE "2" – CERTIFICATION AND NOTICE APPROVAL ORDER**

(see attached)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

The Honourable ) Wednesday, the 12<sup>th</sup> day  
)  
Justice Leitch ) of December, 2018

**B E T W E E N :**

**KARSTEN HENRIKSON**

**Plaintiff**

- and -

**SAMSUNG ELECTRONICS CANADA INC.**

**Defendant**

Proceeding under the *Class Proceedings Act, 1992*

**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*, SO 1992, c 6 and for notice approval, all for settlement purposes only, was heard on December 12, 2018 at the Court House, 80 Dundas Street, London, Ontario N6A 6K1.

**ON READING** the materials filed by the parties including the Settlement Agreement between them dated December 11, 2018, and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendant;

1. **THIS COURT ORDERS** that capitalized terms herein have the same meaning as in the Settlement Agreement filed unless otherwise defined herein; however, the term Washer herein has the same meaning as in the Amended Settlement Agreement filed.

2. **THIS COURT ORDERS** that the within action is certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, s 5(1), for settlement purposes only.

3. **THIS COURT ORDERS** that the Settlement Class is defined as:

Every resident of Canada, other than Quebec, who was the original or subsequent purchaser of a Washer for household use. Excluded from the Settlement Class are (1) officers, directors, and employees of the Defendant, and (2) any person who filed and settled a claim against the Defendant in small claims court, or who made an informal claim against the Defendant that was settled with a release.

4. **THIS COURT ORDERS** that Karsten Henrikson is appointed as representative plaintiff for the Settlement Class.

5. **THIS COURT ORDERS** that McKenzie Lake Lawyers LLP is appointed as Class Counsel for the Settlement Class.

6. **THIS COURT DECLARES** that the nature of the claims asserted on behalf of the Settlement Class are set forth in the statement of claim herein, and include claims for negligence, breaches of the *Competition Act* and provincial consumer protection and sale of goods legislation, waiver of tort and unjust enrichment; the relief sought by the

Settlement Class includes statutory damages pursuant to the *Consumer Protection Act, 2002*, pecuniary and special damages, non-pecuniary and general damages for damage to personal property and pain and suffering, punitive damages for reckless and unlawful conduct, and disgorgement of revenues and/or profits from sale of the Washers.

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

- (i) Does the Defendant owe a duty of care to the Settlement Class Members for the damages claimed?
- (ii) Did the Defendant meet its duty of care to the Settlement Class Members in responding to the potential risk of Top Separation?

8. **THIS COURT ORDERS** that Settlement Class Members who wish to exclude themselves from the Settlement must timely submit an Opt-out Form to the Settlement Administrator. To be timely, the Opt-out Form must be either postmarked by Canada Post (in the case of mailed Opt-out Forms) or actually received by the Settlement Administrator (in the case of Opt-out Forms submitted through the Settlement Website) within sixty (60) days after the Certification Notice is first published.

9. **THIS COURT ORDERS** that the Opt-out Form substantially in the form attached hereto as Schedule "A" is hereby approved.

10. **THIS COURT ORDERS** that the motion for approval of the Settlement Agreement will be heard at 10:00 am on March 27, 2019 at 80 Dundas Street, London,



Ontario (the "Approval Hearing"). At the Approval Hearing, the Representative Plaintiff will seek the following Orders:

- (a) Approval of the Settlement Agreement, of the content and manner of notice to the Settlement Class of such approval, and of the Claim Forms;
- (b) Approval of Class Counsel's Lawyers' Fees and Expenses; and
- (c) Any other Order that the Court may deem appropriate.

11. **THIS COURT ORDERS** that the Certification Notice in the form attached as Schedule "B" to this Order, or in form substantially similar, is hereby approved.

12. **THIS COURT ORDERS** that the Certification Notice be disseminated in the following manner, consistent with section V of the Settlement Agreement:

***Direct Notice***

- (a) No later than thirty (30) days after this Order is made, the Certification Notice will be delivered by email to all Settlement Class Members for whom the Defendant has a valid email address.
- (b) In the event that an email is determined to be undeliverable, or an email address is otherwise determined to be invalid, and the Defendant has a mailing address for that Settlement Class Member, the Certification Notice will be sent to that Settlement Class Member via Canada Post regular ground mail in accordance with s. 12(c) below as soon as possible after the mailing address can be identified.
- (c) For all Settlement Class Members for whom the Defendant does not have a valid email address, but for whom the Defendant has a mailing address:

- (1) the mailing address will first be checked against the Canadian National Change of Address (NCOA) database maintained by Canada Post;
  - (2) the Certification Notice will be sent to the verified mailing address via Canada Post regular ground mail no later than thirty (30) days after this Order is made;
  - (3) Regular ground mail Certification Notices returned as undeliverable will be returned to the settlement administrator and tracked. The Certification Notice will be promptly re-mailed as soon as new address data is discovered.
- (d) Should the Defendant have a record of whether a class member's preferred language is French or English, the Certification Notice will be delivered in the preferred language. Where no preference is stated, the Certification Notice will be delivered in English.

***Indirect Notice***

- (e) The Certification Notice will be published once in the newspapers identified below, in English, on the same day, in a ¼ page format of 3 col x 10", in the first Saturday editions that are to be published at least thirty (30) days after this Order is made:

*The Globe and Mail*

*The Toronto Star*

*Edmonton Sun*

*Vancouver Sun*

*Saskatoon Star Phoenix*

- (f) No later than thirty (30) days after this Order is made, the Certification Notice will be published, in French and English, on a dedicated settlement website of [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca)
- (g) No later than thirty (30) days after this Order is made, a Canadian toll free phone number will be established allowing class members to call and request that, among other things, a Certification Notice be sent to them.

13. **THIS COURT ORDERS** that dissemination of the Certification Notice in this manner is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members 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.

14. **THIS COURT ORDERS** that the date and time of the Approval Hearing set forth in the Certification Notice is subject to adjournment by the Court without further notice to Settlement Class Members other than by posting any new date and time for that hearing on the Settlement Website at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca)

15. **THIS COURT ORDERS** that each Settlement Class Member (who does not opt out of this Class Action) who objects to the Settlement Agreement shall submit a timely written notice of objection. Such notice shall set out all objections, including objections to the Settlement, the Settlement Agreement or the Lawyers' Fees and Expenses. To be timely, written notice of objection must be filed with the Court and received by the Settlement Administrator, with copies to counsel for the Parties, no less than ten (10) days before the Approval Hearing. Any lawyer seeking to appear at the Settlement Approval Hearing for an objector must file with the Court and contemporaneously serve

on Class Counsel and the Defendant, at least ten (10) days before the Settlement Approval Hearing date in the Certification Notice, a notice of intention to appear at the Settlement Approval Hearing, setting forth the basis of their objections and summarizing the nature and source of any evidence that they intend to present at the Settlement Approval Hearing. Any objector not represented by a lawyer seeking to appear at the Settlement Approval Hearing must state the same in the objection that they file with the Court or submit to the Settlement Administrator or Class Counsel, as provided above.

### **Approval of Settlement Administrator**

16. **THIS COURT ORDERS** that Epiq Class Action Services Canada Inc. or RicePoint Administration Inc. is approved as Settlement Administrator and will perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court.

17. **THIS COURT ORDERS** that the Settlement Administrator must (i) disseminate the Certification Notice; (ii) establish the Settlement Website, which should have the functionality to accept online submissions by Settlement Class Members of Opt-out Forms, objections, Claim Forms (once the settlement is approved), and any accompanying documentation, and post information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings, such as the Statement of Claim in the Lawsuit and materials in support of certification and notice approval and, when granted, approval of the Settlement, plus relevant orders of the Court; (iii) establish a toll-free telephone number that Settlement Class Members can call to request that a hard copy of the Opt-out Form be sent to them by mail with Canada Post, and also to obtain additional information regarding the

Settlement prior to publishing the Certification Notice; (iv) provide to the Defendant and Class Counsel: (a) a separate list of the names and addresses of Opt-out Forms received by the Settlement Administrator; and (b) a separate list of the names and addresses of any objectors whose objections were received by the Settlement Administrator; and (v) process requests for exclusion from the Settlement in accordance with Section VII of the Settlement Agreement.

18. **THIS COURT ORDERS AND AUTHORIZES** the Defendant to provide the Settlement Administrator with the names and email and/or mailing addresses of the Settlement Class Members who can reasonably be identified for the purpose of disseminating the Certification Notice and otherwise implementing this Settlement Agreement, at no expense to the Settlement Class or Class Counsel.

19. **THIS COURT ORDERS** that all information provided to the Settlement Administrator by or about Settlement Class Members as part of the settlement claims process shall be collected, used and retained by the Settlement Administrator and its agents pursuant to the applicable privacy laws for the purposes of administering the Settlement Agreement; the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with the Settlement Agreement and/or orders of this Court.

20. **THIS COURT ORDERS** that, if the Settlement Agreement fails to become effective on its terms, or this order is not entered or is vacated, reversed or materially modified on appeal (and, in the event of material modification, one of the Parties elects to terminate the Agreement), then this order shall become null and void, the Settlement

Agreement shall be deemed terminated (except for any paragraphs that the said Agreement says survive termination) and the Parties shall return to their positions without prejudice in any way, as provided in the said Agreement.

21. **THIS COURT ORDERS** that Class Counsel are to file their motion materials in support of approval of the Settlement Agreement and corresponding Settlement, and their motion materials in support of their fees and expenses claimed pursuant to Section VIII of this Agreement, no less than 15 days before the Settlement Approval Hearing.

---

The Honourable Justice Leitch

**SCHEDULE "A" – OPT-OUT FORM**

(see attached)

**Samsung Top-Load Washing Machine Class Action in Canada (excluding Quebec)**

**Opt-out Form**

**Section A – Name and Contact Information**

--	--

First Name

Last Name

--

Street Address

--

City

Province

--

Postal Code

--

Telephone Number

--

Email

**Section B – Information About Your Washer**

--

Provide the Model # of your Washer

Provide the Serial # of your Washer

--

Purchase Date (Month/Year)

Note: To locate the Model # and Serial #, refer to the top of the back panel of your Washer.



**Section C – Opt-Out Declaration**

I, \_\_\_\_\_, was the original or subsequent purchaser for household use of a Samsung or Kenmore brand top-load Washer that is the subject of the Voluntary Recall announced on October 4, 2016 and updated on November 4, 2016, and am a resident of a province other than Quebec. I hereby opt out of the Ontario Class Action and the related Settlement in *Karsten Henriksen v. Samsung Electronics Canada Inc.*, Court File No. 2762-16 CPL (London, Ontario). I understand that by opting out I am permanently and irrevocably forsaking any and all benefits and/or compensation provided by the Settlement Agreement, but I am retaining my right (if any) to start or continue with a lawsuit against the Defendant for any of the claims made in the Ontario Class Action.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your Opt-out Form must be either submitted to the Settlement Administrator (in the case of online submissions) or postmarked by Canada Post (in the case of mailed exclusions) no later than **[Insert date that is 60 days after Certification Notice is first published]**, 2019. Submitting an executed Opt-out Form is the only way a Settlement Class Member may exclude themselves from the Ontario Class Action and Settlement. You may complete and submit your Opt-out Form online at [www.\[xxx\].com](http://www.[xxx].com). It also can be sent by mail to:

*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
Street, Unit No.  
City, Province  
Postal Code

**SCHEDULE "B" – CERTIFICATION NOTICE**

(see attached)

Samsung Top-Loading Washer Litigation in Canada (excluding Quebec)  
Notice of Class Certification and Settlement Approval Hearing

CANADA CLASS ACTION SETTLEMENT (EXCLUDING QUEBEC)

**You may be eligible for compensation and other benefits from a class-action settlement involving certain Samsung top-loading washing machines.**

A Settlement has been reached in a class action lawsuit in Ontario against Samsung Electronics Canada Inc. (“SECA”) regarding alleged defects in certain Samsung and Kenmore brand top-loading washing machines (“Washers”) that were the subject of voluntary recall announced on October 4, 2016 and updated on November 4, 2016 (the “Voluntary Recall”). The Plaintiff alleges that one or more of the Washers’ top fasteners can detach from the Washers’ chassis during operation (“Top Separation”). SECA denies the allegations in the lawsuit, and the Court has not decided who is right.

**Class Action Certified for Settlement Approval:** The proceeding is styled *Henriksen v. Samsung Electronics Canada Inc.*, filed in the London office of the Ontario Superior Court of Justice. The Court has, at the request of the Parties, certified this class action for the purposes of considering approval of the Settlement.

**Who’s Included?** The Settlement Class includes all persons in Canada, other than Quebec residents, who purchased a Washer for household use. (There is a separate class action for Quebec residents that is not part of this settlement.) The Settlement Class does not include officers, directors or employees of SECA, and does not include any person who settled a small claims court case against SECA or who resolved an informal dispute with SECA and signed a release.

If you are a Settlement Class Member, please read this notice. **Ignoring this legal notice could affect your rights.**

**What Washing Machines are Included?**

A list of the subject top load washing machines can be found at [www.\[XXXX\].com](http://www.[XXXX].com).

**What Are the Settlement Terms?** The Settlement establishes a number of benefits for the Class, including:

1. Settlement Class Members who, before Settlement Approval, selected and received a Recall Rebate under the Voluntary Recall that was less than 15.5% of the Estimated Purchase Price of their Washer, and who are original purchasers, can request additional payment equal to the difference between the rebate amount they received and 15.5% (“Enhanced Minimum Recall Rebate”).

2. Settlement Class Members who, after Settlement Approval and before the Claims Deadline, select a Recall Rebate under the Voluntary Recall, and who are original purchasers, may also be entitled to a comparable Enhanced Minimum Recall Rebate if their Recall Rebate is below 15.5%, or to a Settlement Recall Rebate fixed at 15.5% if they replace their Washer with a non-Samsung brand washer (and therefore do not receive a Recall Rebate).
3. Settlement Class Members who are original purchasers and received a Recall Repair under the Voluntary Recall, or who select a Recall Repair after the Settlement Approval and before the Claims Deadline, can request a Recall Repair Additional Benefit consisting of a \$25 - \$85 cash rebate for the purchase of a new Samsung microwave or Samsung Major Home Appliance.
4. In the unlikely event that Settlement Class Members experienced or experience Top Separation within seven years after purchasing their Washer, they may receive a full refund of the Washer's purchase price and reimbursement of certain related expenses to a maximum of \$100.
5. Settlement Class Members can request a free in home repair of their Washer's top for up to one (1) year after the Claims Deadline.

See the Settlement Agreement at [www.\[XXXX\].com](http://www.[XXXX].com), particularly Part IV thereof, for the specific terms and conditions of the settlement benefits. A summary of the Settlement Agreement by way of Frequently Asked Questions (FAQ) will also be available on the website. The Settlement Agreement also includes a release of claims by Settlement Class Members against the defendant.

The Court will hold a Settlement Approval Hearing on March 27, 2019 to consider whether to approve the Settlement, a request for lawyers' fees and disbursements of up to \$443,750 and a Service Award of \$1,500 to the Class Representative. If approved, SECA will pay these amounts in addition to the Settlement benefits.

### **What Are My Options Regarding the Settlement Approval Hearing?**

**Do Nothing.** If you do nothing, your rights will be affected. If you are content with the Settlement and would like to receive benefits, you do not need to do anything at this time. Check the website below after March 27, 2019 to see if the Settlement has been approved, and/or provide the Settlement Administrator with your email address so that you can be notified if the Settlement is approved. If it is, you will need to complete and submit a Valid Claim Form and provide other documentation in order to receive one of the benefits listed above. Claim Forms will be available after approval at [www.\[XXXX\].com](http://www.[XXXX].com) or by calling 1-XXX-XXX-XXXX. The deadline to file your Claim Form will be published on the website after the Settlement is approved.

**Opt Out.** If you do not want to be legally bound by the Settlement or receive any Settlement benefits, you must exclude yourself from the Class Action by submitting an Opt-out Form by no later than **[Insert Date First Posted to Website], 2019**. Unless you opt-out, you will not be able to sue or continue to sue SECA for any claims resolved by this Settlement and released by the Settlement Agreement. The Opt-out Form and information about how and where to send it are available at [www.\[XXXX\].com](http://www.[XXXX].com).

**Object to the Settlement.** If you stay in the Settlement (i.e. you do not opt-out), you may object to it by filing a notice of objection. You may also appear at the Settlement Approval Hearing by

filing a notice of intention to appear. Your notice of objection and/or notice of intention to appear must be filed with the Court and served on Counsel no later than March 17, 2019. See part III.A.7 of the Settlement Agreement at [www.\[XXXX\].com](http://www.[XXXX].com) for information regarding objections and notices of intention to appear.

For more information, on the proposed Settlement, including your rights and options, visit [www.\[XXXX\].com](http://www.[XXXX].com) or call 1-XXX-XXX-XXXX.

Plaintiff

Defendant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

**ORDER  
(CERTIFICATION FOR SETTLEMENT AND  
NOTICE APPROVAL)**

**BLAKE, CASSELS & GRAYDON LLP**

Barristers & Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto ON M5L 1A9

**S. Gordon McKee** LSUC #28557R

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**Brittany Shames** LSO #70745E

Tel: 416-863-2591

Fax: 416-863-2653

brittany.shames@blakes.com

Lawyers for the defendant

**SCHEDULE "3" – SETTLEMENT APPROVAL ORDER**

(see attached)

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

The Honourable )  
Justice Leitch )  
Wednesday, the 27<sup>th</sup> day  
of March, 2019

**B E T W E E N :**

**KARSTEN HENRIKSON**

**Plaintiff**

**- and -**

**SAMSUNG ELECTRONICS CANADA INC.**

**Defendant**

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

(SETTLEMENT APPROVAL)

**THIS MOTION** made by the Representative Plaintiff for an order approving a settlement agreement and notice of the approval, was heard this day at the Court House, 80 Dundas Street, London, Ontario, N6A 6K1.

**ON READING** the materials filed, including the further amended settlement agreement entered into between the Representative Plaintiff and the Defendant as of December 11, 2018 (the "Settlement Agreement"), and any written objections filed, and on hearing the submissions of counsel for the Representative Plaintiff and counsel for the Defendant [**and any objectors**], fair and adequate notice of the within



hearing having been provided to Settlement Class Members in accordance with the Certification and Notice Approval Order of this Court dated December 12, 2018 and the additional Order of this Court dated February 15, 2019;

1. **THIS COURT ORDERS** that the definitions set out in the Settlement Agreement shall apply to and are incorporated into this order.
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
4. **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 Settlement Class Members; where any term of this order and the Settlement Agreement conflict, the term contained in this order shall govern.
5. **THIS COURT ORDERS** that each Settlement 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 Settlement Class Members' Released Claims.
6. **THIS COURT ORDERS** that any and all proceedings asserting the Settlement Class Members' Released Claims commenced in Ontario by any Settlement Class

Member shall hereby be dismissed against the Releasees, without costs and with prejudice.

7. **THIS COURT ORDERS** that the Settlement Class Members shall be deemed to, and do hereby, release and forever discharge the Releasees of and from any and all Released Claims.

8. **THIS COURT ORDERS** that the Settlement Class Members shall not now or hereafter 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 Releasee, or against any other person that is entitled to claim contribution or indemnity from any Releasee, in respect of any Released Claim.

9. **THIS COURT ORDERS** that for the purposes of assisting in the administration of the Settlement, the Defendant may share personal information of Settlement Class Members with the Settlement Administrator, and hereby approves, now for then, the provision of any such information that has already occurred in relation to this Settlement.

10. **THIS COURT ORDERS** that for purposes of enforcement of this order, this Court will retain an ongoing supervisory role and the Parties will attorn to the jurisdiction of this Court for this purpose.

11. **THIS COURT ORDERS** that, except for the forgoing, this Action shall be and is hereby dismissed without costs and with prejudice.

12. **THIS COURT ORDERS** that the Settlement Approval Notice substantially in the form attached hereto as Schedule "A", shall be published in the following manner in accordance with Section V of the Settlement Agreement: by posting on Class Counsel's website and the Settlement Website, and by email from the Settlement Administrator to anyone who provided their email address to the Settlement Administrator and requested to be notified if the Settlement is approved; such notice represents fair and adequate notice of the Settlement Approval to the Settlement Class and is hereby approved.

13. **THIS COURT ORDERS** that the costs of disseminating the Settlement Approval Notice shall be paid by the Defendant as they become due.

14. **THIS COURT ORDERS** that the Settlement Approval Notice shall be disseminated by the Settlement Administrator in accordance with paragraph 12 above.

15. **THIS COURT ORDERS** that Settlement Class Members who wish to participate in the Settlement, as specified in Section IV of the Settlement Agreement, submit a Claim Form in accordance with the instructions therein; all Claim Forms must be submitted to the Settlement Administrator within the Claims Deadline; each Claim Form shall be deemed to be submitted when posted, if received with a postmark by Canada Post, and, in all other cases, the Claim Form shall be deemed to have been submitted when it was actually received by the Settlement Administrator.

16. **THIS COURT ORDERS** that the Claim Forms substantially in the form attached hereto as Schedules "B" through "H" are hereby approved.

17. **THIS COURT ORDERS** that, to be valid, the Claim Form submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (ii) it must be signed under penalty of perjury by the Settlement Class Member; (iii) it must contain sufficient information and documentation to demonstrate that the Settlement Class Member is eligible to receive one or more of the benefits provided in Section IV of the Settlement Agreement, and (iv) it must correctly state the model number, and, where required, the serial number of the Settlement Class Member's Washer.

18. **THIS COURT ORDERS** that the Settlement Administrator shall continue to have a toll-free telephone number that Settlement Class Members can call to request that a hard copy of the Claim Form be sent to them by mail with Canada Post, and also to obtain additional information regarding the Settlement.

19. **THIS COURT ORDERS** that the Settlement Administrator shall receive, evaluate, and either approve the Claim Forms submitted by Claimants as meeting the requirements of the Settlement Agreement or disapprove as failing to meet those requirements, all in accordance with Section IV of the Settlement Agreement;

20. **THIS COURT ORDERS** that the Settlement Administrator shall provide to the Defendant and Class Counsel at least once every thirty (30) days after the Settlement Approval Order is made, and until all Claim Forms have been evaluated: (i) a list of the names and addresses of all Claimants whose Claim Forms the Settlement Administrator has determined to be Valid Claims, separately identified by category of

settlement benefit to be provided; and (ii) a separate list of the names and addresses of all Claimants whose Claim Forms the Settlement Administrator has determined not to be Valid Claims or otherwise rejected

21. **THIS COURT ORDERS** that the Settlement Administrator shall provide a Notice of Claim Denial to each Claimant that the Settlement Administrator has determined does not have a Valid Claim. This Notice of Claim Denial will provide each Claimant with one opportunity to cure the Settlement Administrator's determination of invalidity by submitting to the Settlement Administrator within thirty (30) days of the issuance of the Notice of Claim Denial a substitute Claim Form, which the Settlement Administrator will then review to determine whether it constitutes a Valid Claim.

22. **THIS COURT ORDERS** that the Settlement Administrator shall, within thirty (30) days after the adjudication of all Valid Claims by the Settlement Administrator, provide to the Defendant and Class Counsel a statement of the total number of Claim Forms submitted and the total number of Claim Forms adjudicated as Valid Claims.

23. **THIS COURT AUTHORIZES** Samsung Electronics Canada Inc. to pay the Valid Claims approved by the Settlement Administrator as Valid Claims within sixty (60) days after being notified of the Valid Claims by the Settlement Administrator or of the Effective Date, whichever is later.

24. **THIS COURT ORDERS** that all information provided to the Settlement Administrator by or about Settlement Class Members as part of the settlement claims process shall be collected, used and retained by the Settlement Administrator and its agents pursuant to the applicable privacy laws for the purposes of administering

the Settlement Agreement, including evaluating Settlement Class Members' eligibility status under the Settlement Agreement; the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with the Settlement Agreement and/or orders of this Court.

25. **THIS COURT ORDERS** that the Defendant pay Lawyers' Fees and Expenses to Class Counsel in an amount to be fixed and not to exceed \$445,250 including HST within forty-five (45) days after the Effective Date.

26. **THIS COURT ORDERS** that the Defendant pay the Service Award set out in the Settlement Agreement to the Class Representative.

27. **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.

28. **THIS COURT ORDERS** that neither the Settlement Agreement (including all terms thereof) nor performance under the terms of the Settlement Agreement by the Parties is, or shall be, construed as any admission by Plaintiff, Settlement Class Members, or the Defendant, including but not limited to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; (3) the existence, cause, or extent of any damages or losses alleged or suffered by Plaintiff or any Settlement Class Member; or (4) the appropriateness of Class Certification in the Lawsuit; further, neither the Settlement Agreement (including all terms thereof) nor performance under the terms of the Settlement Agreement by any party thereto is, or shall be construed as, an

admission by Plaintiff, Settlement Class Members, or the Defendant of the validity of any fact or defense asserted in the Lawsuit, or in any other litigation.

29. **THIS COURT ORDERS** that, if the Settlement Agreement fails to become effective on its terms, or this order is not entered or is vacated, reversed or materially modified on appeal (and, in the event of material modification, one of the Parties elects to terminate the said Agreement), then this order shall become null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that the said Agreement says survive termination) and the Parties shall return to their positions without prejudice in any way, as provided in the said Agreement.

---

The Honourable Justice Leitch

**SCHEDULE "A" – SETTLEMENT APPROVAL NOTICE**

(see attached)



## Samsung Top-Loading Washer Litigation in Canada (excluding Quebec)

### Notice of Settlement Approval and Claims Process

# Read this Notice Carefully as it may affect your rights

This notice is directed at Settlement Class Members in a class action lawsuit in Ontario related to certain Samsung and Kenmore brand top-loading washing machines that were the subject of voluntary recall announced on October 4, 2016 and updated on November 4, 2016 (the “Washers”), in follow up to the Notice of Class Certification and Settlement Approval Hearing that can be found at [www.\[XXXX\].com](http://www.[XXXX].com).

The Settlement Agreement referred to in the notice at the link above has been approved by the Ontario Superior Court of Justice and is now effective. The Notice of Class Certification and Settlement Approval Hearing at the link above describes who is eligible to claim settlement benefits, the amount of the benefits and how to make a claim. The deadline for submitting a Claim Form is July 25, 2019.

**Who’s Included?** The Settlement Class Members include all persons in Canada, other than Quebec residents, who purchased a Washer for household use and who have not excluded themselves from the Settlement Class. The Settlement Class does not include officers, directors or employees of SECA, and does not include any person who settled a small claims court case against SECA or who resolved an informal dispute with SECA and signed a release.

Settlement Class Members who elect to participate in the Settlement are encouraged to complete and submit their Claim Forms online at [www.\[XXXX\].com](http://www.[XXXX].com). Completed Claim Forms may also be mailed to the Settlement Administrator at the address below:

*Karsten Henrikson v Samsung Electronics Canada Inc.*

Settlement Administrator  
(Street name), (Unit No.)  
(City), (Province)  
(Postal Code)

For more information about the Settlement or to request a hard-copy Claim Form, Opt-out Form and/or FAQ, contact the Settlement Administrator at 1-XXX-XXX-XXXX.

**SCHEDULE "B" – CLAIMS FORM COVER PAGE**

(see attached)

## Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec): Claim Forms Cover Page

### Read and Complete Before Completing the Claim Forms

You must identify which Recall Benefit you selected through the Voluntary Recall website:

Recall Rebate

Recall Repair

If you have not yet selected a benefit through the Voluntary Recall website, you **must do so before** completing any of the Claim Forms, by visiting the Voluntary Recall website at [www.samsung.com/ca/TopLoadWasherRemedy](http://www.samsung.com/ca/TopLoadWasherRemedy) or [www.samsung.com/ca/KenmoreTopLoadWasherRemedy](http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy). **The Voluntary Recall website will not accept selections after July 25, 2019.**

For Settlement Class Members who have already purchased a Samsung or Kenmore brand replacement washer and received a Recall Rebate under the Voluntary Recall and are original purchasers, you may complete the Enhanced Minimum Recall Rebate Claim Form [**Link to Form**], and submit it to the Settlement Administrator by no later than July 25, 2019.

For Settlement Class Members who selected a Recall Rebate through the Voluntary Recall website and are original purchasers and received from Samsung a Recall Rebate Claim Form (stating the amount of rebate available) before March 27, 2019, but have not yet purchased a Samsung brand replacement washer and received a Recall Rebate, you may complete the Enhanced Minimum Recall Rebate Claim Form [**Link to Form**] and submit it to the Settlement Administrator by no later than July 25, 2019.

Settlement Class Members who selected the Recall Rebate through the Voluntary Recall website after March 27, 2019 and who are original purchasers will receive a Recall Rebate Claim Form that states the amount of the rebate available for the purchase of a Samsung brand washer, with a minimum of 15.5% of the Estimated Purchase Price of their original Washer, and may purchase a Samsung brand washer and receive the rebate from Samsung by completing and sending the Recall Rebate Claim Form directly to Samsung before the 6 month expiry date on the Form. Please do not complete the Enhanced Minimum Recall Rebate Claim Form.

For Settlement Class Members who selected a Recall Rebate through the Voluntary Recall website and are original purchasers and replaced their original Washer with a non-Samsung brand replacement washer between March 27, 2019 and July 25, 2019, you may complete the Settlement Recall Rebate Claim Form [**Link to Form**] and submit it to the Settlement Administrator by no later than July 25, 2019.

For Settlement Class Members who selected a Recall Repair through the Voluntary Recall website and are original purchasers, you may complete the Recall Repair Additional Benefit Claim Form [**Link to Form**] and submit it to the Settlement Administrator by no later than July 25, 2019.

For Settlement Class Members who requested a Recall Repair after settlement approval and before July 25, 2020, if a Samsung Authorized Service Center did not complete the repair within fourteen (14) days of your request and you qualify for a cash-equivalent card, you may complete a Cash-Equivalent Card Claim Form [**Link to Form**] and submit it by no later than August 15, 2020.

For Settlement Class Members who did not participate in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate, who experienced Top Separation within seven (7) years of purchasing their Washer, you may complete the Top Separation Relief Claim Form [**Link to Form**] and submit it to the Settlement Administrator.

You may be able to submit a Claim Form online or through the mail, depending on the date of your submission. **Please carefully review the instructions in the Claim Form for information on how and when to submit your Claim Form.**

If you have questions about the Claim Forms, please visit the website at [www.\[xxxx\].com](http://www.[xxxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX. If you have questions about the Claim Forms after July 25, 2019, please contact Samsung directly at 1-800-XXX-XXXX.

**SCHEDULE "C" – ENHANCED MINIMUM RECALL REBATE CLAIM FORM**

(see attached)

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Enhanced Minimum Recall Rebate Claim Form**

**Instructions for Completing the Enclosed Claim Form**

This form is for Settlement Class Members who, before the Settlement Approval Date (March 27, 2019), (i) have already purchased a replacement Samsung or Kenmore brand washer and received a Recall Rebate under the Voluntary Recall or (ii) are an original purchaser and have already selected a Recall Rebate through the Voluntary Recall website and received from Samsung a Recall Rebate Claim Form identifying the amount of the Recall Rebate available, but have not yet purchased a replacement washer and received the Recall Rebate. If you already received a Recall Rebate, or were already notified by Samsung of the Recall Rebate available, and your Recall Rebate totaled less than 15.5% of the Estimated Purchase Price of your Washer, you may be eligible for an additional rebate payment. **Please Note:** If you selected a Recall Rebate after March 27, 2019 and are an original purchaser, the amount of the Recall Rebate in the Samsung Recall Rebate Claim Form will not be lower than 15.5% of the Estimated Purchase Price of your Washer, so you do not need to complete this Claim Form.

There are two ways to submit a Claim Form:

- 1. WEB:** Visit the Settlement Website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.
  
- 2. MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
St., Unit No.  
City, Province  
Postal Code

If you submit your Claim Form to the Settlement Administrator online, you must do so on or before **July 25, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by Canada Post no later than **July 25, 2019**.

If you wish to submit a claim for this benefit, you must: (1) complete this entire Claim Form, including the Certification Statement; and (2) attach copies of all documents required by the Claim Form.

If you have more than one Washer for which you wish to make a claim in this Settlement, you must complete a separate Claim Form for each Washer.

If you have questions about this Claim Form, please visit the website at [www.\[xxxx\].com](http://www.[xxxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX.

## **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Provide responses to all fields in the Claim Form.
2. Provide documentation showing (i) that you participated in the Voluntary Recall and selected the Recall Rebate option before March 27, 2019, and (ii) the dollar amount of the Recall Rebate you received or have recently claimed under the Voluntary Recall.
2. Sign the Certification Statement.

**Please keep a copy of your completed Claim Form for your records.**

**Your Claim Form must be submitted online or postmarked by: July 25, 2019**

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):**

**Enhanced Minimum Recall Rebate Claim Form**

**Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

Province

Postal Code

**SECTION B: INFORMATION ABOUT YOUR WASHER**

**Model # of washer**

**Serial # of washer**

**Purchase Date:**

**MONTH**

**YEAR**

**Note:** To locate the model # and serial #, refer to the top of the back panel of your washer.

1.	<p>Are you a resident of Canada, other than Quebec, who was the original purchaser of a Washer for household use?</p> <p>A "Washer" is a Samsung top-loading washing machine subject to the Voluntary Recall, as identified at the following website: <a href="http://www.samsung.com/ca/TopLoadWasherRemedy">www.samsung.com/ca/TopLoadWasherRemedy</a> or <a href="http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy">www.samsung.com/ca/KenmoreTopLoadWasherRemedy</a></p> <p>If you answered No to this question, <b>STOP:</b> you are not entitled to any compensation or benefit under this Settlement.</p>	<p>Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
2.	<p>Did you receive a Recall Rebate, or a Samsung Recall Benefit Claim Form, under the Voluntary Recall prior to March 27, 2019?</p>	<p>Question 2:</p>



<p><b>NOTE:</b> If you have not already participated in the Voluntary Recall, you may still do so before the Claims Deadline, and, if selected, receive a Recall Rebate including any Enhanced Minimum Benefit available through the Voluntary Recall website at:</p> <p><a href="http://www.samsung.com/ca/TopLoadWasherRemedy">www.samsung.com/ca/TopLoadWasherRemedy</a> or  <a href="http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy">www.samsung.com/ca/KenmoreTopLoadWasherRemedy</a></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. If you answered "YES" to Question 2, what was (i) the total dollar amount of the Recall Rebate payment you received under the Voluntary Recall before March 27, 2019? Or (ii) the total dollar amount of the Recall Rebate payment you claimed from Samsung under the Voluntary Recall after purchasing a replacement Samsung or Kenmore brand washer before March 27, 2019?</p>	<p>Question 3:          \$ _____</p>

If you answered "YES" to Question 2, you may be entitled to an Enhanced Minimum Recall Rebate payment, the amount of which is the difference, if any, between the amount you received and 15.5% of the Estimated Purchase Price of your Washer.

To receive it, you must provide with this claim form documentation showing (i) that you participated in the Voluntary Recall and selected the Recall Rebate option before March 27, 2019, and (ii) the dollar amount of the Recall Rebate you received or have recently claimed under the Voluntary Recall.

**PROCEED TO THE CERTIFICATION STATEMENT ON THE NEXT PAGE**

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**CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any Settlement benefit unless you sign and return this Statement):** I affirm under penalty of perjury that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name

**SCHEDULE "D" – SETTLEMENT RECALL REBATE CLAIM FORM**

(see attached)

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Settlement Recall Rebate Claim Form**

**Instructions for Completing the Enclosed Claim Form**

This form is for Settlement Class Members who are original purchasers, who have selected but not received a Recall Rebate under the Voluntary Recall, and who replace their Samsung or Kenmore brand Washer with a non-Samsung brand replacement washer between **[Settlement Notice Date]** and July 25, 2019. By selecting a Settlement Recall Rebate using this form you may receive 15.5% of the Estimated Purchase Price of the recalled Samsung or Kenmore brand Washer towards the purchase price of a non-Samsung brand replacement washer. To receive this benefit, you must purchase a non-Samsung brand replacement washer and complete and submit this Claim Form to the Settlement Administrator by **July 25, 2019**.

There are two ways to submit a Claim Form:

- 1. WEB:** Visit the Settlement Website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.
  
- 2. MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
(Street), Unit No.  
(City), (Province)  
(Postal Code)

If you submit your Claim Form to the Settlement Administrator online, you must do so on or before **July 25, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by Canada Post no later than **July 25, 2019**.

If you wish to submit a claim for this benefit, you must: (1) complete this entire Claim Form, including the Certification Statement; and (2) attach copies of all documents required by the Claim Form.

If you have more than one Washer for which you wish to make a claim in this Settlement, you must complete a separate Claim Form for each Washer.

If you have questions about this Claim Form, please visit the website at [www.\[xxxx\].com](http://www.[xxxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX.

## **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Provide responses to all fields in the Claim Form.
2. Provide (i) proof of purchased documentation for a non-Samsung brand replacement washer between [Settlement Notice Date] and July 25, 2019, and (ii) remove the two (2) labels for the Model and Serial Number from your recalled Samsung or Kenmore brand washer and affix them to the bottom of the Claim Form in the spaces provided.
2. Sign the Certification Statement.

**Please keep a copy of your completed Claim Form for your records.**

**Your Claim Form must be submitted online or postmarked by: July 25, 2019**

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec): Settlement Recall Rebate Claim Form**

**Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name	Last Name	
Street Address		
City	Province	Postal Code

**SECTION B: INFORMATION ABOUT YOUR WASHER**

		<b>Purchase Date:</b>		
<b>Model # of washer</b>	<b>Serial # of washer</b>		<b>MONTH</b>	<b>YEAR</b>

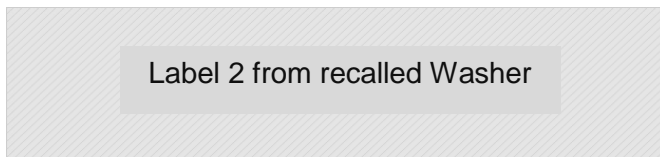
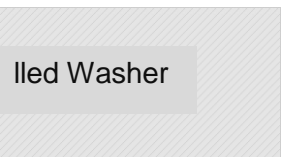
**Note:** To locate the model # and serial #, refer to the top of the back panel of your washer.

1.	<p>Are you a resident of Canada, other than Quebec, who was the original purchaser of a Washer for household use?</p> <p>A "Washer" is a Samsung top-loading washing machine subject to the Voluntary Recall, as identified at the following website:  <a href="http://www.samsung.com/ca/TopLoadWasherRemedy">www.samsung.com/ca/TopLoadWasherRemedy</a> or  <a href="http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy">www.samsung.com/ca/KenmoreTopLoadWasherRemedy</a></p> <p>If you answered "NO" to this Question, <b>STOP:</b> you are not entitled to any compensation or benefit under this Settlement.</p>	<p>Question 1:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
2.	<p>Have you selected but not received a Recall Rebate under the Voluntary Recall?</p>	<p>Question 2:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<p><b>NOTE:</b> If you have not already selected a Recall Rebate under the Voluntary Recall, <b>you must do so before proceeding to complete this form</b> and before July 25, 2019 to be eligible to receive a Settlement Recall Rebate. To select a Recall Rebate through the Voluntary Recall website, visit <a href="http://www.samsung.com/ca/TopLoadWasherRemedy">www.samsung.com/ca/TopLoadWasherRemedy</a> or <a href="http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy">www.samsung.com/ca/KenmoreTopLoadWasherRemedy</a></p>	
<p>3. Have you purchased a non-Samsung brand replacement washer between <b>[Settlement Notice Date]</b> and July 25, 2019?</p> <p><b>NOTE:</b> To be eligible to receive a Settlement Recall Rebate, you must attach proof of purchase for a non-Samsung brand replacement washer dated between <b>[Settlement Notice Date]</b> and July 25, 2019.</p>	<p>Question 3 Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Have you disposed of your recalled Washer such that it is no longer in use?</p> <p><b>NOTE:</b> To be eligible to receive a Settlement Recall Rebate, you must attach the Model and Serial Number labels from your recalled Washer to this Claim Form.</p>	<p>Question 4 Yes <input type="checkbox"/> No <input type="checkbox"/></p>

If you answered "YES" to Questions 1, 2, 3 and 4, you may be entitled to a Settlement Recall Rebate payment, the amount of which is 15.5% of the Estimated Purchase Price of your Washer.

**How to Locate the Model and Serial Number Labels on your Recalled Washer:**



**THE CERTIFICATION STATEMENT ON THE NEXT PAGE**

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**CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any Settlement benefit unless you sign and return this Statement):**

I affirm under penalty of perjury that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name



**SCHEDULE "E" – RECALL REPAIR ADDITIONAL BENEFIT CLAIM FORM**

(see attached)

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Recall Repair Additional Benefit Claim Form**

**Instructions for Completing the Enclosed Claim Form**

This form is for Settlement Class Members who had or have their Washers repaired under the Voluntary Recall prior to July 25, 2019 and who are original purchasers. You may be eligible for an additional benefit from Samsung Electronics Canada Inc. as a result of the class-action settlement. To receive an additional benefit, you must complete this Claim Form.

There are two ways to submit a Claim Form:

- 1. WEB:** Visit the Settlement Website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.
  
- 2. MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
(Street Name), (Unit No.)  
City, Province  
xxx-xxx

If you submit your Claim Form to the Settlement Administrator online, you must do so on or before **July 25, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by the Canada Post no later than **July 25, 2019**.

If you qualify as a Settlement Class member who has received or elects to receive a Recall Repair under the Voluntary Recall, you may be eligible to make a claim for your choice of one of the following cash rebates:

- a. \$25.00 cash rebate for the purchase of any Samsung microwave oven;
  
- b. \$50.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$0.00 and \$900.00;
  
- c. \$75.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$900.01 and \$1,500.00; or
  
- d. \$85.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) of \$1,500.01 and higher.

If you wish to submit a claim for this additional benefit, you must complete this entire Claim Form, including the Certification Statement.

If the Settlement Administrator determines that you have submitted a Valid Claim, you will be provided with a Recall Repair Additional Benefit Rebate Form by mail or email, which will expire on March 27, 2020.

If you have more than one Washer for which you wish to make a claim in this Settlement, you must complete a separate Claim Form for each Washer.

If you have questions about this Claim Form, please visit the Settlement Website at [www.\[xxxx\].com](http://www.[xxxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX.

## **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Complete all fields of the Claim Form.
2. Answer all of the questions.
3. Sign the Certification Statement.

**Please keep a copy of your completed Claim Form for your records.**

Your Claim Form must be submitted online or postmarked by: July 25, 2019

Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec): Recall Repair Additional Benefit



Claim Form

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

Province

Postal Code

SECTION B: INFORMATION ABOUT YOUR WASHER

Model # of washer

Serial # of washer

Purchase Date:

MONTH

YEAR

Note: To locate the model # and serial #, refer to the top of the back panel of your washer.

- Are you a resident of Canada, excluding Quebec, who was the original purchaser of a Washer for household use?  
 (A "Washer" is a Samsung top-loading washing machine subject to the Voluntary Recall, as identified at the following website:  
[www.samsung.com/ca/TopLoadWasherRemedy](http://www.samsung.com/ca/TopLoadWasherRemedy) or  
[www.samsung.com/ca/KenmoreTopLoadWasherRemedy](http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy)  
 If you answered No to this question, **STOP**: you are not entitled to any compensation or benefit under this Settlement.

Question 1:  
Yes  No

2.	<p>Have you selected a Recall Repair through the Voluntary Recall website?</p> <p><b>NOTE:</b> If you have not already participated in the Voluntary Recall, you may still do so. However, in order to be eligible for the Recall Repair Additional Benefit under the Settlement, you must first participate in the Voluntary Recall and select the Recall Repair by no later than July 25, 2019. Voluntary Recall information is available at <a href="http://www.samsung.com/ca/TopLoadWasherRemedy">www.samsung.com/ca/TopLoadWasherRemedy</a> or <a href="http://www.samsung.com/ca/KenmoreTopLoadWasherRemedy">www.samsung.com/ca/KenmoreTopLoadWasherRemedy</a></p>	<p>Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
3.	<p>Have you affixed the control panel guide provided in the Home Label Kit to your Washer's control panel?</p>	<p>Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4.	<p>Do you at all times operate your Washer in accordance with the additional instructions provided in the Home Label Kit?</p>	<p>Question 4: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

If you answered "NO" to Question 1, 3 or 4, you are not entitled to a Recall Repair Additional Benefit. If you answered "NO" to Question 2, you will only be eligible for a Recall Repair Additional Benefit if you select a Recall Repair under the Voluntary Recall and then complete and submit this Claim Form to the Settlement Administrator before July 25, 2019.

If you answered "YES" to Questions 1, 2, 3 and 4, you may be entitled to a Recall Repair Additional Benefit.

5.	<p>Do you wish to designate a household member or immediate family member to whom you wish to transfer your cash rebate under the Recall Repair Additional Benefit? (You are not required to do so.)</p> <p><b>NOTE:</b> "Immediate family member" means your parent, spouse, sibling, child, step-child, or adopted child, whether or not that person lives in your home. "Household member" means any person who: (1) is claimed by you as a dependent for tax purposes; and (2) has lived in your home as a member of your household for one (1) full year prior to <b>[Insert Certification Notice Date]</b>, 2018.</p>	<p>Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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If you answered "YES" to Question 5 and would like to transfer your Recall Repair Additional Benefit to a household member or immediate family member, identify the household member or immediate family member below.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**PROCEED TO THE CERTIFICATION STATEMENT ON THE NEXT PAGE**

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**CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any Settlement benefit unless you sign and return this Statement):** I affirm under penalty of perjury that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name

**SCHEDULE "F" – RECALL REPAIR ADDITIONAL BENEFIT REBATE CLAIM  
FORM**

(see attached)



**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Recall Repair Additional Benefit Rebate Claim Form**

**Instructions for Completing the Enclosed Claim Form**

This form is for Settlement Class Members who submitted a valid Recall Repair Additional Benefit Claim Form. You may be eligible to receive an additional benefit if you purchase a Samsung microwave oven or a Samsung Major Home Appliance from Samsung Electronics Canada Inc. or any Samsung Authorized Canadian Retailer. To receive an additional benefit, you must complete this Claim Form.

There are two ways to submit a Claim Form:

**Prior to September 30, 2019**

**WEB:** Visit the settlement website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.

**MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
St., Unit No.  
City, Province  
Postal Code

**After September 30, 2019 but before March 27, 2020:**

**MAIL:** Mail your printed Claim Form to:  
*Samsung Electronics America, Inc.*  
2050 Derry Road West  
Mississauga, ON  
L5N 0B9

If you submit your Claim Form online, you must do so before **September 30, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by the Canada Post no later than **September 30, 2019**. As noted above, Claim Forms may also be mailed to Samsung **after September 30, 2019 but before March 27, 2020**.

You may be eligible to make a claim for your choice of one of the following cash rebates:

- a. \$25.00 cash rebate for the purchase of any Samsung microwave oven;
- b. \$50.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$0.00 and \$900.00;
- c. \$75.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$900.01 and \$1,500.00; or
- d. \$85.00 cash rebate for the purchase of any Samsung Major Home Appliance (other than a Washer) with a purchase price (not including sales taxes, delivery fees, and installation charges) of \$1,500.01 and higher.

If you wish to be eligible to receive this additional benefit, you must complete this entire Claim Form, including proof of purchase. If the Settlement Administrator determines that your claim form is valid, you will be provided with payment by electronic transfer or a check sent by mail with Canada Post.

If you have questions about this Claim Form, please visit the Settlement Website at [www.\[xxx\].com](http://www.[xxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX. If you have questions about this Claim Form after September 30, 2019, please contact Samsung directly at 1-800-XXX-XXXX.

## **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Complete all fields of the Claim Form.
2. Identify the type of rebate you are selecting and provide proof of purchase for either a Samsung microwave oven or a Samsung Major Home Appliance from Samsung Electronics Canada Inc. or a Samsung Authorized Canadian Retailer.

**Please keep a copy of your completed Claim Form for your records.**

Your Claim Form  
must  
be submitted by:  
March 27, 2020

**Settlement of Samsung Top-Load Washing Machine  
Litigation in Canada (excluding Quebec): Recall Repair  
Additional Benefit  
Rebate Claim Form**

Identify the appliance you purchased, which will affect your choice of cash rebate as noted above.

**NOTE:** Purchase price does not include sales taxes, delivery fees or installation charges. **You must include proof of purchase to receive a Recall Repair Additional Benefit Rebate.**

- Samsung microwave oven.
- Samsung Major Home Appliance (other than a Washer) with a purchase price of between \$0.00 and \$900.00 and higher.
- Samsung Major Home Appliance (other than a Washer) with a purchase price of between \$900.01 and \$1,500.00.
- Samsung Major Home Appliance (other than a Washer) with a purchase price of \$1,500.01 and higher.

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**CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any Settlement benefit unless you sign and return this Statement):** I affirm under penalty of perjury that all information provided in this Form is true and accurate.

Signature

Date

---

Print Name

**SCHEDULE "G" – CASH-EQUIVALENT CARD CLAIM FORM**

(see attached)

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Cash-Equivalent Card Claim Form**

**Instructions for Completing the Enclosed Claim Form**

This form is for Settlement Class Members who selected a Recall Repair through the Voluntary Recall website before July 25, 2019, or thereafter asked Samsung to perform a repair of their Washer by telephone at 1-855-291-6251 for Samsung brand Washers, and 1-855-291-6252 for Kenmore brand Washers before July 25, 2020. You may be eligible to receive a one-time \$50.00 cash-equivalent card if a service technician failed to complete the repair as described below. To receive a cash-equivalent card, you must complete this Claim Form.

There are two ways to submit a Claim Form:

**Prior to September 30, 2019**

**WEB:** Visit the settlement website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.

**MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
St., Unit No.  
City, Province  
Postal Code

**After September 30, 2019 but before August 15, 2020:**

**MAIL:** Mail your printed Claim Form to:  
*Samsung Electronics America, Inc.*  
2050 Derry Road West  
Mississauga, ON  
L5N 0B9

If you submit your Claim Form online, you must do so on or before **September 30, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by Canada Post no later than **September 30, 2019**. As noted above, Claim Forms may also be mailed to Samsung **after September 30, 2019 but before August 15, 2020**.

If you select a Recall Repair through the Voluntary Recall website or otherwise requested a repair in the relevant time period, and a Samsung Authorized Service Center was not able to effectuate the requested Recall Repair within fourteen (14) days of the request, solely as a result of an act or omission by the Samsung Authorized Service Center, you may be eligible to receive a one-time \$50.00 cash-equivalent card.<sup>1</sup> The fourteen (14) day limit will not apply if your Washer is 200 km or more from a Samsung Authorized Service Center, in which case the repair will be completed as soon as reasonably practical.

To obtain a cash equivalent card, you must allow the Samsung Authorized Service Center fourteen days to effectuate the requested repair, comply with all other conditions, and submit the signed Claim Form, including the Certification Statement, to the Settlement Administrator for verification.

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<sup>1</sup> You will not be eligible to receive a \$50.00 cash-equivalent card if Samsung Electronics Canada Inc. elects to replace rather than repair your Washer.

If you have more than one Washer for which you wish to make a claim in this Settlement, you must complete a separate Claim Form for each Washer.

If you have questions about this Claim Form, please visit the Settlement Website at [www.\[xxxx\].com](http://www.[xxxx].com), or contact the Settlement Administrator at 1-800-XXX-XXXX. If you have questions about this Claim Form after September 30, 2019, please contact Samsung directly at 1-800-XXX-XXXX.

## **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Complete all fields of the Claim Form.
2. Answer all of the questions.
3. Sign the Certification Statement.

**Please keep a copy of your completed Claim Form for your records.**



**Your Claim Form must be submitted online or postmarked by: August 15, 2020**

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec)**



**Cash-Equivalent Card Claim Form**

**SECTION A: NAME AND CONTACT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator or Samsung of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

Province

Postal Code

**SECTION B: INFORMATION ABOUT YOUR WASHER**

**Model # of washer**

**Serial # of washer**

**Purchase Date:**

**MONTH**

**YEAR**

**Note:** To locate the model # and serial #, refer to the top of the back panel of your washer.

1.	On what date did you request a Recall Repair for your Washer?	<p>Question 1:</p> <p>_____, ____</p> <p>(month) (day) (year)</p>
2.	<p>What is the name and phone number of the service technician that was provided to you at the time you requested the repair?</p> <p>If you were not provided with the name and phone number of the service technician, please indicate that by checking the box to the right.</p>	<p>Question 2:</p> <p>Name and phone number of service technician:</p> <p>_____</p> <p>_____</p> <p><u>OR</u></p>

	I was not provided with the name and/or phone number of a service technician <input type="checkbox"/>
3.	<p>Did a Samsung Authorized Service Center fail to effectuate your requested Recall Repair within fourteen (14) days of your request? If you answer "NO" to this Question, <b>STOP</b>: you are not eligible to receive a cash-equivalent card.</p> <p>Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4.	<p>Was the failure to effectuate your requested repair attributable to any act or omission by you or by any other party apart from the Samsung Authorized Service Center?</p> <p>Question 4: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
5.	<p>Were you or another party reasonably available during the fourteen (14) day period to allow the Samsung Authorized Service Center to perform the requested Recall Repair?</p> <p>Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

**PROCEED TO THE CERTIFICATION STATEMENT ON THE NEXT PAGE**

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive a \$50.00 cash equivalent card unless you sign and return this Statement):**

I affirm under penalty of perjury that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name

**SUBMIT THIS CERTIFICATION STATEMENT ONLINE AT [www.\[xxxx\].com](http://www.[xxxx].com) OR BY MAIL TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS LISTED ABOVE**

**SCHEDULE “H” – TOP SEPARATION RELIEF CLAIM FORM**

(see attached)

**Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):  
Washer Top Separation Claim Form**

**Instructions for Completing the Enclosed Claim Form**

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This form is for Settlement Class Members who did not participate in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate and for whom, within seven (7) years of the date of purchase, their Washer's top detached from the chassis during operation (a "Top Separation"). You may be eligible for benefits from Samsung Electronics Canada Inc. as a result of a class-action settlement.

**If you experience a Top Separation before July 25, 2019, submit this Claim Form following the instructions below. If you experience a Top Separation after July 25, 2019, but within seven (7) years of the date you purchased the Washer, you are eligible for the same benefits.**

There are two ways to submit a Claim Form:

**Prior to July 25, 2019**

**WEB:** Visit the settlement website at: [www.\[xxxx\].com](http://www.[xxxx].com) and fill out your Claim Form online.

**MAIL:** Mail your printed Claim Form to:  
*Karsten Henrikson v Samsung Electronics Canada Inc.*  
Settlement Administrator  
St., Unit No.  
City, Province  
Postal Code

**After July 25, 2019 But Within 7 Years of Purchase:**

**MAIL:** Mail your printed Claim Form to:  
*Samsung Electronics America, Inc.*  
2050 Derry Road West  
Mississauga, ON  
L5N 0B9

If you submit your Claim Form online, you must do so on or before **July 25, 2019**. If you are mailing your Claim Form to the Settlement Administrator, it must be postmarked by Canada Post no later than **July 25, 2019**. As noted above, Claim Forms may also be mailed to Samsung **after July 25, 2019 but within seven (7) years of the date of purchase**.

If you qualify as a Settlement Class Member because your Washer experienced a Top Separation, you may be eligible to make a claim for the following benefits:

1. Full refund of the purchase price you paid for your Washer, to the extent not previously provided; and
2. If you incurred clean-up costs, laundromat expenses, or washing machine rental costs because your Washer experienced a Top Separation, you may be eligible for reimbursement of up to \$100.00 total, including up to \$50.00 for clean-up costs. **NOTE:** Top Separation Relief does not include personal injury or damage to property arising out of or in connection with Top

Separation. Personal injury and damage to property are not Released Claims under this Settlement.

If you wish to submit a claim for these benefits you must (1) complete the entire Claim Form included with these instructions, (2) sign the Certification Statement on the last page, and (3) attach copies of all documents required by the Claim Form, including a photograph of the Top Separation and documentation of resulting expenses.

If you have more than one Washer for which you wish to make a claim in this Settlement, you must complete a separate Claim Form for each Washer.

If you have questions about this Claim Form, please visit the website at [www.\[xxxx\].com](http://www.[xxxx].com) or contact the Settlement Administrator at 1-800-XXX-XXXX. If you have questions about this Claim Form after July 25, 2019, please contact Samsung directly at 1-800-XXX-XXXX.

## CLAIM FORM REMINDER CHECKLIST

**Before submitting this Claim Form, please make sure you:**

1. Provide responses to all fields in Part One and Part Two.
2. In Part One, provide your name and address, the Model Number and Serial Number of your Washer that experienced a Top Separation, and the date you purchased your Washer and answer all questions.
3. In Part Two, answer each question and provide documentation evidencing the purchase price of your Washer and a photograph evidencing the Top Separation as requested in Questions 1 and 2.
4. If your Washer experienced a Top Separation and you incurred Clean-up Costs, laundromat expenses, or washing machine rental costs, you will need to provide the documentation of those expenses as requested in Part Two, Question 5.
5. Sign and date the Certification Statement on the last page.
6. Submit your Claim Form to the Settlement Administrator online through the Settlement Website at [www.\[XXXX\].com](http://www.[XXXX].com) by **July 25, 2019** or mail your Claim Form to the Settlement Administrator, with the photograph and documentation, postmarked by Canada Post no later than **July 25, 2019**.

**Please keep a copy of your completed Claim Form and all submitted documentation for your records.**

PART ONE

Settlement of Samsung Top-Load Washing Machine Litigation in Canada (excluding Quebec):

PART ONE

Top Separation Claim Form

Claim Form: PART ONE

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator or Samsung (after July 25, 2019) of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

Province

Postal Code

SECTION B: INFORMATION ABOUT YOUR WASHER

Model # of washer

Serial # of washer

Purchase Date:

MONTH

YEAR

Note: To locate the model # and serial #, refer to the top of the back panel of your washer.

1. Are you a resident of Canada, other than Quebec, and the purchaser of a Washer for household use? (A "Washer" is a Samsung top-loading washing machine subject to the Voluntary Recall, as identified at the following website: www.samsung.com/ca/TopLoadWasherRemedy or www.samsung.com/ca/KenmoreTopLoadWasherRemedy) If you answered "NO" to this Question, STOP: you are not entitled to any compensation or benefit.

Question 1: Yes [ ] No [ ]



2.	<p>Did you obtain a Recall Rebate under the Voluntary Recall and participate in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate under this Settlement?</p> <p>If you answered "YES" to this Question, <b>STOP:</b> you are not entitled to any compensation or benefit.</p>	<p>Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
3.	<p>Have you previously received from Samsung any form of compensation or customer-satisfaction benefit relating to your Washer's Top Separation (for example, a free gift card, a cash payment, a partial refund of the Washer's purchase price, or a discount on the regular price of a new washer or any other Samsung product)?</p>	<p>Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
4.	<p>If you answered "YES" to Question 3, what was the amount of the compensation that you previously received?</p>	<p>Question 4: \$ _____</p>

**PROCEED TO PART TWO ON THE NEXT PAGE**

PART TWO

Settlement of Samsung Top-Load Washing Machine  
Litigation in Canada (excluding Quebec):

PART TWO

Top Separation Claim Form

Claim Form: PART TWO

1.	Within seven years of the date you purchased the Washer, did your Washer experience an event in which its top detached from the chassis while in operation (a "Top Separation")? <b>To be eligible for benefits, you <u>must</u> provide a photograph evidencing your Washer after it experienced a Top Separation</b> (such as a photograph of the Washer's top section separated from the chassis).	Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	How much did you pay for your Washer? <b>Please provide documentation evidencing the purchase price of your Washer</b> (such as a copy of your receipt).	Question 2: \$ _____
3.	Did you incur clean-up costs, laundromat expenses, or washing machine rental costs as a result of a Top Separation experienced by the Washer you identified in Part One?	Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	What was the total amount of your documented clean-up costs, laundromat expenses, or washing machine rental costs caused by the Top Separation?	Question 4: \$ _____
5.	Do you have documentation showing the amount of your clean-up costs, laundromat expenses, and/or washing machine rental costs caused by the Top Separation? Examples of sufficient documentation include, but are not limited to, copies of checks, credit card statements, receipts, or other records that show the amount spent on these items. <b>To be eligible for reimbursement, you <u>must</u> provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/>

If you answered "NO" to Question 1, you are not eligible for a refund or for reimbursement of expenses relating to a Top Separation.

If you answered "YES" to Questions 1, 3, and 5, and your answer to Question 4 is greater than \$0.00, you may be entitled to reimbursement of up to \$100.00, of which no more than \$50.00 may be attributable to clean-up costs, if you provide documentation evidencing your expenses.

**Note: Property damage and personal injury claims caused by a Top Separation are not covered by this Settlement and are not released by your participation in this Settlement.**

**PROCEED TO THE CERTIFICATION STATEMENT ON THE NEXT PAGE**

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**CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any Settlement benefit unless you sign and return this Statement):**

I affirm under penalty of perjury that (i) all information provided in Part One and Part Two of this Claim Form is true and accurate and (ii) my Washer that experienced Top Separation has been disposed of and is no longer in use.

Signature

Date

Print Name

KARSTEN HENRIKSEN -and- SAMSUNG ELECTRONICS  
CANADA INC.

Court File No. 2762-16-CP

Plaintiff

Defendant

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

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**ORDER  
(SETTLEMENT APPROVAL)**

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**BLAKE, CASSELS & GRAYDON LLP**

Barristers & Solicitors

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