

## Samsung Canada Top-Load Washer Class Action Settlement (excluding Quebec)

### FREQUENTLY ASKED QUESTIONS (“FAQ”)

If you purchased a Samsung top-loading washing machine, you may qualify for benefits and compensation from a class action settlement.

**[www.canadatoploadwasherSettlement.ca](http://www.canadatoploadwasherSettlement.ca)**

*This FAQ relates to a settlement that has now been approved by the Ontario Superior Court of Justice (the “Court”). This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit in Ontario against Samsung Electronics Canada Inc. (the “Defendant”) regarding alleged defects in certain Samsung and Kenmore brand top-loading washing machines that were the subject of voluntary recall in 2016 (“Washers”). The Plaintiff alleges that one or more of the Washers’ top fasteners can detach from the Washers’ chassis during operation (“Top Separation”). The Defendant denies the allegations in the lawsuit, and the Court has not decided who is right.
- The Settlement was approved by the Ontario Superior Court of Justice at the Settlement Approval Hearing held **on March 27, 2019**.
- The Washers that are included in the Settlement were the subject of a voluntary recall announced on October 4, 2016 and updated on November 4, 2016 (the “Voluntary Recall”). Information about the Voluntary Recall, including the model and serial numbers of the Washers affected, is available 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 Settlement Class includes every resident of Canada, other than Quebec, who was the original or subsequent purchaser of one of the Washers for household use (with limited exceptions). There is a separate class action for Quebec residents that is not part of this Settlement.
- If you are included in the Settlement Class, you may qualify for one or more benefits under the Settlement such as additional rebates, or a refund and expense reimbursement in the unlikely event of a top separation.
- Benefits will be provided only if you submit a Valid Claim and you are eligible for the benefit under the terms of the Settlement Agreement.
- You have a number of options with respect to the Settlement that are described below. **Your legal rights will be affected whether you act or do not act. Please read this FAQ carefully.** Note, however, that if there is any inconsistency between the answers below and the terms of the Settlement Agreement, then the Settlement Agreement terms will govern.

**UPDATE: the deadlines for opting out and objecting to the Settlement are now passed. The Settlement was approved at the Settlement Approval Hearing held on March 27, 2019.**

## Your Legal Rights and Options in this Settlement

<b>Submit a Claim</b>	<p>The only way to receive any of the benefits under this class action settlement, including an Enhanced Minimum Recall Rebate, a Settlement Recall Rebate, a Recall Repair Additional Benefit and/or Top Separation Benefits, is to submit a Claim Form.</p> <p>Submit a claim online at <a href="http://www.canadatoploadwashersettlement.ca">www.canadatoploadwashersettlement.ca</a>.</p> <p>Claim Forms are also available by calling 1-855-745-7374 or emailing the Settlement Administrator at <a href="mailto:info@canadatoploadwashersettlement.ca">info@canadatoploadwashersettlement.ca</a>.</p> <p>The deadline to submit a Claim Form is <b>July 25, 2019</b>.</p> <p>Some benefits are available for a limited period of time if certain events occur after the Claims Deadline. Please see the Claim Forms and instructions, which are available at <a href="http://www.canadatoploadwashersettlement.ca">www.canadatoploadwashersettlement.ca</a>.</p>
<b>Do Nothing</b>	<p>Now that the Settlement is approved, if you do nothing, you will <b>not</b> receive any of the benefits provided by the Settlement. If you do nothing, you automatically remain a Settlement Class Member (if you qualify), and you will also give up your right to sue the Defendant regarding the legal claims resolved by this Settlement.</p>
<b>Object</b>	<p>The deadline for filing an objection was <b>March 17, 2019</b>.</p>
<b>Attend the Hearing in London, Ontario</b>	<p>The deadline to file a notice of intention to appear was <b>March 17, 2019</b>.</p>
<b>Exclude Yourself / Opt-Out</b>	<p>All Opt-Out Forms/Submissions had to be received by the Settlement Administrator <b>no later than March 12, 2019</b>.</p>

*These rights and options are further explained below.*

**UPDATE: the deadlines for opting out and objecting to the Settlement are now passed. The Settlement was approved at the Settlement Approval Hearing held on March 27, 2019.**

### 1. Why was this FAQ issued?

You have a right to know about the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. This document explains the Lawsuit, the Settlement, your legal rights, what benefits are available under the Settlement and who may qualify for them.

The Ontario Superior Court of Justice (the "Court") is overseeing the Settlement. The case is known as *Karsten Henrikson v Samsung Electronics America, Inc.*, Court File

No. 2762-16 CP (London, Ontario). Karsten Henrikson, the person who started the Lawsuit, is called the “Plaintiff,” and the company he sued is called the “Defendant.”

## 2. What is the Lawsuit about?

The Lawsuit alleges that one or more of the Washers’ top fasteners can detach from the chassis during operation (“Top-Separation”) and that the Washers are defective. A copy of the Statement of Claim describing the allegations in the Lawsuit more fully can be found at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca). The Defendant denies all of the allegations in the Lawsuit. The Court has not decided who is right.

## 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. Together, these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves certain legal issues for all Settlement Class Members simultaneously, except for those who exclude themselves from the Settlement Class.

The Class Representative in this lawsuit is Karsten Henrikson.

## 4. Why is there a Settlement?

The Court did not decide which side was right or whether the Washers are in any way defective. Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and to provide benefits to Settlement Class Members. The Settlement does not mean that a Court found that the Defendant broke any laws or did anything wrong. The Class Representative and the lawyers representing him (called “Class Counsel”) believe that the Settlement is in the best interests of all Settlement Class Members.

### **THE SETTLEMENT CLASS - WHO IS INCLUDED?**

## 5. Who is included in the Settlement?

The Settlement Class includes every resident of the Canada, other than Quebec, who was the original or subsequent purchaser of a Washer for household use, except for those described in the paragraph immediately below and those who exclude themselves (opt-out) from the class action.

The following are not included in the Settlement Class:

- (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.

## 6. How do I know if I am a Settlement Class Member?

To determine whether you are a Settlement Class Member, you must verify that your washer is included in the Settlement. Instructions below will help you find the model and serial number on your washer. Using the model and serial number from your washer, you can verify whether you are included by comparing that information to the list of qualifying Washer models available at the Settlement Administrator's website ([www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca)).

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



## 7. Who is not included in the Settlement Class?

The following are not included in the Settlement Class:

- (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.

Persons who would otherwise be in the Settlement Class but chose to exclude themselves (opt-out) **no later than March 12, 2019**.

## THE SETTLEMENT BENEFITS - WHAT YOU CAN GET IF YOU QUALIFY

### 8. What benefits does the Settlement provide?

Settlement Class Members may be eligible to receive one or more of the following benefits, provided they meet certain qualification requirements.

1. **Enhanced Minimum Recall Rebate:** for Settlement Class Members who received a Recall Rebate under the Voluntary Recall, or who selected a Recall Rebate on the Voluntary Recall website prior to Settlement Approval, who are original purchasers, and who replace their Washer with another Samsung or Kenmore brand washer, an Enhanced Minimum Recall Rebate may be available to ensure the total rebate received is equal to a net 15.5 percent of the Estimated Purchase Price of their Washer. The additional amount available will be the difference between the lower rebate amount the Settlement Class Member received or was told they could receive under the Voluntary Recall, and 15.5% of the Estimated Purchase Price of the Washer. (Note – Settlement Class Members who select a Recall Rebate on the

Voluntary Recall website after Settlement Approval and before the Claims Deadline will automatically be entitled to a Recall Rebate equal to at least a net 15.5 percent of the Estimated Purchase Price of their Washer.) You can contact the Settlement Administrator at 1-855-745-7374 or [info@canadatoploadwashersettlement.ca](mailto:info@canadatoploadwashersettlement.ca) to determine your Estimated Purchase Price.

- *In other words, if you already selected the Recall Rebate through the Voluntary Recall website, replaced your Washer with a new Samsung or Kenmore brand washer, and received a rebate that was less than 15.5% of the Estimated Purchase Price, you may still be eligible for a top up. Look at the amount of the rebate you received, and divide it by the Estimated Purchase Price on your rebate form – if that number is less than 0.155, you can fill out the Enhanced Minimum Recall Rebate Claim Form to get a cash payment that will top up your rebate to a total amount that is equal to 15.5% of the Estimated Purchase Price.*
2. **Settlement Recall Rebate:** for Settlement Class Members who are original purchasers and select a Recall Rebate on the Voluntary Recall website after the Notice of Settlement Approval is published and before the Claims Deadline, a Settlement Recall Rebate may be available towards the purchase of a non-Samsung brand replacement washer, equal to a net 15.5% of the Estimated Purchase Price of the Settlement Class Member's Washer. Note, however, that this rebate is only available to Settlement Class Members who do not replace their machine with a Samsung brand machine, and that the Recall Rebate available for a Samsung-brand replacement washer will often exceed the Settlement Recall Rebate available for a non-Samsung brand replacement washer. You can contact the Settlement Administrator at 1-855-745-7374 or [info@canadatoploadwashersettlement.ca](mailto:info@canadatoploadwashersettlement.ca) to determine your Estimated Purchase Price.
- *In other words, if you are an original purchaser and select a Recall Rebate through the Voluntary Recall website after you hear that the Settlement is approved by the Court, and you then replace your non-Samsung brand washer with a new one prior to the Claims Deadline, you may be eligible to receive a rebate that is equal to 15.5% of the Estimated Purchase Price of the Washer.*
3. **Recall Repair Additional Benefit:** for Settlement Class Members who are original purchasers and received a Recall Repair under the Voluntary Recall or select a Recall Repair on the Voluntary Recall website prior to the Claims Deadline, a Recall Repair Additional Benefit may be available by way of a rebate, ranging from between \$25.00 and \$85.00, for the purchase of a Samsung microwave or Samsung Major Home Appliance (i.e., dishwasher, clothes dryer, range, or refrigerator).
- *In other words, if you selected a Recall Repair through the Voluntary Recall website, you may be eligible to receive a rebate towards the purchase of certain Samsung- brand microwaves or home appliances.*
4. **Top Separation Relief:** In the unlikely event that a Settlement Class Member experiences Top Separation up to seven years after the Washer's date of purchase, that member may be eligible to receive one or more of the following benefits, provided that they did not participate in the Enhanced Minimum Recall Rebate or Settlement

Recall Rebate and that they submit a timely Claim Form and meet certain requirements:

(1) a full refund of the purchase price of the Washer in exchange for their Washer;  
**and**

(2) up to a \$100.00 reimbursement of certain expenses resulting from the Top Separation, of which no more than \$50.00 may be attributable to Clean-up Costs.

- *In other words, in the unlikely event that the top fasteners of your washer become detached from the chassis of your Washer (for up to seven years from its date of purchase), if you did not select a Recall Rebate through the Voluntary Recall website, you may be eligible to receive a full refund of the purchase price of your Washer and up to \$100 to reimburse you for certain expenses resulting from the detachment.*

5. **Commitment for Recall Repair:** Settlement Class Members who select a Recall Repair through the Voluntary Recall website before the Claims Deadline, or who within the one year thereafter ask the Defendant in accordance with the instructions in Question 17 below to perform the recall repair on their Washer, receive a Commitment from the Defendant that a Samsung Authorized Service Center will be available to perform the Recall Repair within fourteen (14) days of the Settlement Class Member's requesting the repair in accordance with the instructions in Question 17 below. . The Defendant will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card if: (1) the Samsung Authorized Service Center proves unable, solely as a result of an act or omission by the Samsung Authorized Service Provider, to make the requested Recall Repair within fourteen (14) days of a Settlement Class Member's request; and (2) the Defendant does not decide instead to replace the Settlement Class Member's Washer. However, the fourteen-day commitment will not apply when a Samsung Authorized Service Center is located 200 km or more away from the customer requesting the Recall Repair, in which case the repair will be completed as soon as reasonably practical.

- *In other words, if you ask the Defendant to perform the Recall Repair, a repair person will be available to repair your washer within 14 days of your request (unless you live more than 200 km away from the service center). If they don't do the repair within 14 days of your request for reasons solely of their own doing, then you may be eligible to receive a \$50 cash-equivalent card.*

#### 9. Tell me more about the Enhanced Minimum Recall Rebate.

For Settlement Class Members who selected a Recall Rebate through the Voluntary Recall website for the purchase of a new, replacement Samsung or Kenmore brand washing machine but who received, or will receive, a rebate amount that is less than 15.5% of the Estimated Purchase Price of their Washer, the Defendant will provide an additional payment sufficient to increase the total amount of the rebate to the Settlement Class Member to an amount equal to a net 15.5% of the Estimated Purchase Price of the Settlement Class Member's Washer. Therefore, Settlement

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Class Members who received a Recall Rebate under the Voluntary Recall in a lesser amount would, under the Enhanced Minimum Recall Rebate, receive the difference in value, if any, between 15.5% of the Estimated Purchase Price of their Washer and the amount they received for their Recall Rebate under the Voluntary Recall.

The “Estimated Purchase Price” is the 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.

#### 10. How do I receive an Enhanced Minimum Recall Rebate?

To obtain an Enhanced Minimum Recall Rebate, Settlement Class Members who received a Recall Rebate already, or who select the Recall rebate on the Voluntary recall website before the date of the Settlement Approval and replace their Washer with a Samsung or Kenmore brand washer before the Claims Deadline, but whose Recall Rebate was less than 15.5% percent of the Estimated Purchase Price of their Washer, must submit **no later than July 25, 2019**,

(1) a properly completed and executed Enhanced Minimum Recall Rebate Claim Form, **and**

(2) documentation evidencing

(i) that the Claimant previously participated in the Recall Rebate option, **and**

(ii) either the dollar amount of the Recall Rebate they received under the Voluntary Recall or the model number and serial number of their Washer, and documentation proving that

(a) the Washer has been disposed of and is no longer in use, **and**

(b) that they have purchased a Samsung or Kenmore brand replacement washing machine.

For Settlement Class Members who are **original purchasers** and who select a Recall Rebate under the Voluntary Recall after the date of Settlement Approval, the Settlement Class Member will receive from the Defendant a Recall Rebate Claim Form stating the amount of the rebate available, and it will not be less than the 15.5% of the Estimated Purchase Price of their Washer. They will then have six (6) months to purchase a Samsung-brand replacement washer and submit the properly completed and executed Recall Rebate Claim Form stating

(i) the model number and serial number of their Washer, **and**

(ii) documentation proving that

(a) the Washer has been disposed of and is no longer in use, **and**

(b) that they have purchased a Samsung or Kenmore brand replacement washing machine.

## 11. Tell me more about the Settlement Recall Rebate.

Note that this Settlement Recall Rebate is only available to Settlement Class Members who select a Recall Rebate on the Voluntary Recall website and replace their machine with a non-Samsung brand machine. The Recall Rebate available for a Samsung-brand replacement washer will often exceed the Settlement Recall Rebate available for a non-Samsung brand replacement washer.

Settlement Class Members who are **original purchasers** and who select a Recall Rebate through the Voluntary Recall website after the Notice of Settlement Approval is published may be eligible to receive a rebate towards the purchase of a non-Samsung brand replacement washer before the Claims Deadline in the net amount of 15.5% of the Estimated Purchase Price of the their Washer.

## 12. How do I receive a Settlement Recall Rebate?

To obtain a Settlement Recall Rebate, Settlement Class Members who are **original purchasers** must

(1) select a Recall Rebate through the Voluntary Recall website after the Notice of Settlement Approval is published,

(2) purchase a non-Samsung branded washer in the period between publication of that notice and the Claims Deadline of **July 25, 2019, and**

(3) submit a properly completed and executed Settlement Recall Rebate Claim Form **no later than July 25, 2019,**

(a) stating the model number and serial number of their Washer, **and**

(b) providing documentation evidencing that

(i) the Washer has been disposed of and is no longer in use, **and**

(ii) the purchase of a non-Samsung brand replacement washer in the relevant time period.

## 13. Tell me more about the Recall Repair Additional Benefit.

For Settlement Class Members who received a Recall Repair under the Voluntary Recall or who select a Recall Repair on the Voluntary Recall website before the Claims deadline of **July 25, 2019,** and who are **original purchasers,** the Defendant will provide a Recall Repair Additional Benefit entitling the person to one of:

(1) a \$25.00 cash rebate for the purchase of any Samsung microwave oven;

(2) a \$50.00 cash rebate for the 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;

(3) a \$75.00 cash rebate for the 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; **or**

(4) an \$85.00 cash rebate for the purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) of \$1,500.01 or higher. "Samsung Major Home Appliances" are limited to dishwashers, clothes dryers, ranges, and refrigerators.

*The cash rebates will be transferable to a Claimant's Immediate Family Member or Household Member, but will expire one year after Settlement Approval if not used before then (on March 27, 2020).*

#### 14. How do I receive a Recall Repair Additional Benefit?

To obtain a Recall Repair Additional Benefit, Settlement Class Members who are **original purchasers** must submit to the Settlement Administrator **no later than July 25, 2019**, a properly completed and executed Recall Repair Additional Benefit Claim Form containing all required 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 Immediate Family Member, if any, to whom the Claimant wishes to transfer his or her rebate; **and**

(d) a signed statement under penalty of perjury from the Claimant attesting that all of the statements in the Recall Repair Additional Benefit Claim Form are true and correct. If the Settlement Administrator determines that the Claimant has submitted a Valid Claim, the Claimant will be mailed a Recall Repair Additional Benefit Rebate Form.

*A Claimant, or Claimant's Household Member, or Claimant's Immediate Family Member who has been designated by the 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 (on March 27, 2020) by:*

*(a) purchasing a new Samsung microwave oven or a Samsung Major Home Appliance prior to the cash rebate's expiration from any Samsung Authorized Canadian Retailer that sells Samsung microwave ovens or Major Home Appliances; **and***

*(b) submitting a properly completed Recall Repair Additional Benefit Rebate Form, in accordance with the instructions on the Claim Form, and with proof of purchase of the microwave or appliance.*

*If the submission is validated, the Settlement Administrator or the Defendant will provide the Claimant or the Claimant's designated Household Member or Immediate Family Member with payment by electronic transfer or a check sent by mail with the Canada Post for the Recall Repair Additional Benefit cash rebate.*

## 15. Tell me more about Top Separation Relief.

Settlement Class Members who are **original purchasers** and whose Washer experiences the unlikely event of Top Separation within seven years after they purchased their Washer may be eligible for Top Separation Relief (to the extent not previously provided to them, and provided that they did not participate in the Enhanced Minimum Recall Rebate or Settlement Recall Rebate) upon submission of evidence of Top Separation in their Washer including photographs evidencing Top Separation as defined in the Settlement Agreement (see question 16 below).

Top Separation Relief includes:

- (1) a full refund of the purchase price paid for their Washer; **and**
- (2) reimbursement of Top Separation Expenses incurred as a result of the Top Separation, subject to the following limitations:
  - (a) Settlement Class Members must submit sufficient documentation evidencing their Top Separation Expenses,
  - (b) Top Separation Expenses are capped at a total of \$100.00 per Settlement Class Member, **and**
  - (c) no more than \$50.00 of Top Separation Expenses may be attributable to Clean-up Costs.

“Top Separation Expenses” are expenses incurred by Settlement Class Members as the result of Top Separation, and are limited to Clean-up Costs, laundromat expenses, and washing machine rental costs. “Clean-up Costs” are the costs to clean up from a Top Separation. Under no circumstances do Clean-up Costs include compensation for repair or replacement of real or personal Property.

## 16. How do I get Top Separation Relief?

To obtain Top Separation Relief, Settlement Class Members who can demonstrate with photographs that their Washers actually experienced a Top Separation must submit a Top Separation Claim Form in accordance with the instructions on that Claim Form.

The Top Separation Claim Form must include the following information and documentation:

- (1) the model number and serial number of their Washer;
- (2) photographs evidencing the Top Separation, as that is defined in the Settlement Agreement;
- (3) a signed statement under penalty of perjury
  - (a) attesting that their Washer experienced a Top Separation,
  - (b) identifying Top Separation Expenses that they experienced as a result of the Top Separation,
  - (c) certifying that the recalled Washer has been disposed of and is no longer in use; **and**
- (4) documentation evidencing the Top Separation Expenses, including any Clean-up Costs.

#### 17. Tell me more about the Commitment for Recall Repair.

Settlement Class Members who select a Recall Repair through the Voluntary Recall website **no later than July 25, 2019**, or who thereafter request a Recall Repair from the Defendant by telephone at the numbers below **prior to July 25, 2020**, will receive a Commitment from the Defendant that a Samsung Authorized Service Center will make the Recall Repair within fourteen (14) days of the Settlement Class Member's requesting the repair, with certain exceptions.

The fourteen-day limit will not apply when a Samsung Authorized Service Centre is located 200 km or more away from the customer requesting the Recall Repair, in which case the repair will be completed as soon as reasonably practical.

Settlement Class Members who are **original purchasers** who request a Recall Repair through the Voluntary Recall website **no later than July 25, 2019** may be eligible to receive a one (1) year extension of the manufacturer's warranty.

Settlement Class Members who are **original or subsequent purchasers** who request a Recall Repair from the Defendant **after July 25, 2019 but no later than July 25, 2020** may be eligible to receive a Recall Repair, but will not receive a one (1) year extension of the manufacturer's warranty. To request a Recall Repair from the Defendant after July 25, 2019, please call 1-855-291-6251 for Samsung brand Washers, and 1-855-291-6252 for Kenmore brand Washers.

The Defendant will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card if:

- (1) the Samsung Authorized Service Center proves unable, solely as a result of an act or omission by the Samsung Authorized Service Provider, to make the requested Recall Repair within fourteen (14) days of the request;
- (2) the Defendant does not elect to replace the Washer.

## 18. How do I obtain the Cash-Equivalent Card under the Commitment for Recall Repair?

To obtain the cash-equivalent card under the Commitment for Recall Repair Settlement Class Members must submit a Cash-Equivalent Card Claim Form in accordance with the instructions on that Claim Form **no later than August 15, 2020** and including:

- (a) the model number and serial number of their Washer; **and**
- (b) a signed statement under penalty of perjury attesting
  - (i) to the date, **after March 27, 2019**, that they requested a Recall Repair to their Washer,
  - (ii) to the failure of a Samsung Authorized Service Center to effectuate the requested Recall Repair within fourteen (14) days of the request,
  - (iii) that the 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**
  - (iv) 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 verification from the Defendant's records and acceptance of a Settlement Class Member's submission, the Defendant will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card by mail.

### HOW TO GET BENEFITS

## 19. How do I get a Settlement benefit to which I may be entitled?

To be eligible for benefits under the Settlement, depending on the benefits you are seeking, you must make a selection through the Voluntary Recall website, submit the appropriate Claim Forms, information, and documentation as required by the form. Claim Forms are available at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca) or by calling 1-855-745-7374.

Note a selection through the Voluntary Recall website and a separate Claim Form (with supporting information and documentation) is required for *each* benefit sought.

Settlement Class Members who do not meet the eligibility and Claim Form requirements or who do not provide the required documentary proof, are not eligible to obtain any benefits under the Settlement.

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## RELEASED CLAIMS

### 20. What rights am I giving up by getting benefits and staying in the Settlement Class?

**UPDATE: The Settlement was approved at the Settlement Approval Hearing held on March 27, 2019.**

Unless you exclude yourself (i.e., opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will legally bind you. Generally, that means you will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant or other Releasees involving, or relating to, any allegations or claims brought against the Defendant regarding the issues resolved in this Settlement.

### 21. What are the Released Claims?

If you remain in the Settlement Class, the claims that you are agreeing you may never bring against the released parties – the “Released Claims” – consist of 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 the Plaintiff or any Settlement Class Member now have or, absent the Settlement Agreement, may in the future have had, against the Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever up to and including the Effective Date of the Settlement Agreement that arises from, or relates in any way to, the Voluntary Recall, any Top Separation in a Washer, excessive vibration, or that was brought 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. However, the Released Claims specifically exclude claims for personal injury to a Settlement Class Member or damage to a Settlement Class Member's Property, so you may still bring these claims against the Defendant in the future.

The Releasees are (1) the Defendant, (2) its respective predecessors, successors, parents, direct and indirect subsidiaries, affiliates, and assigns; (3) 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.

### **THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS**

### 22. Do I have a lawyer in this case?

Yes. Class Counsel (McKenzie Lake Lawyers LLP) are the lawyer(s) and law firm who represent the Class Members for this class action. You will not be charged for these

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lawyers. If you would like to be represented by your own lawyer, you may hire one at your own expense.

**McKenzie Lake Lawyers LLP**  
**140 Fullarton Street, Suite 1800**  
**London, Ontario**  
**N6A 5P2**

www.mckenzielake.com

519-672-5666

### **23. How will these lawyers be paid?**

Class Counsel was a total of \$443,750.00 for all Lawyers' Fees and Expenses. In addition, the Class Representative will receive a total service award of \$1,500.00. These amounts are independent of, and will not reduce, the amount of benefits available to Settlement Class Members. In addition, the Defendant has agreed to separately pay the Settlement Administrator's fees and expenses, including the costs of mailing the Certification Notice and the Settlement Approval Notice and distributing any payments owed to Settlement Class Members as part of the Settlement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS (OPTING-OUT)**

**UPDATE: The deadline for opting out of the Settlement Class has now passed.**

If you want to keep the right to sue or to continue to sue Defendants about the legal claims in this lawsuit, and you do not want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement Class.

### **24. How do I exclude myself/opt-out of the Settlement?**

To exclude yourself from the Settlement, you must fully complete and submit to the Settlement Administrator an Opt-out Form available at **www.canadatoploadwashersettlement.ca**. Submission of the Opt-out Form is the only way by which Settlement Class Members may exclude themselves from the Settlement Class.

You may submit the Opt-out Form electronically by emailing it to **info@canadatoploadwashersettlement.ca no later than March 12, 2019.**

You may submit the Opt-Out Form directly online at **www.canadatoploadwashersettlement.ca.**

You may also call the Settlement Administrator at 1-855-745-7374 to request a hard copy of the Opt-out Form and fax (1-866-262-0816) or mail your completed Opt-out Form to the Settlement Administrator at the address below, postmarked by the Canada Post **no later than March 12, 2019.**

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Samsung Canada Top-Load Washer Class Action Settlement  
Settlement Administrator  
Nelson P.O. Box 20187 – 322 Rideau Street  
Ottawa ON  
K1N 5Y5

**25. If I exclude myself, can I still get benefits from this Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You will only receive Settlement benefits if you stay in the Settlement Class and timely submit a valid Claim Form(s), information, and required documentation for each Settlement benefit sought.

**26. If I do not exclude myself, can I sue the Defendant for the same claims later?**

No. Unless you exclude yourself, you are giving up the right to sue the Defendant for the claims that this Settlement resolves and releases (see Question #21). You must exclude yourself from this Settlement Class to start or to continue with your own lawsuit or to be part of any other lawsuit against the Defendant or the Releasees about the legal issues and claims resolved and released by the Settlement.

**OBJECTING TO THE SETTLEMENT**

**UPDATE: The deadline for objecting to the Settlement has now passed.**

You can stay in the Settlement Class and tell the Court if you do not agree with the Settlement or any part of it.

**27. How do I tell the Court if I do not like the Settlement?**

If you do not exclude yourself from the Settlement, you may object to it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To do so, you or your lawyer must file with the Court a written notice of objection and supporting memoranda and other material. To object, you must be a Settlement Class Member, and your objection should contain:

(1) the name of this Lawsuit, *Karsten Henriksen v. Samsung Electronics Canada Inc.*, Court File No. 2762-16 CPL (London, Ontario);

(2) your full name and current address;

(3) the serial number and model number of your Washer;

(4) the specific reasons for your objection;

(5) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection;

(6) your signature; **and**

(7) the date the objection was signed.

You must file your objection with the Court and serve your objection to:

<b>Court Clerk's Office</b>	<b>Counsel for Plaintiffs</b>	<b>Counsel for Defendant</b>
Ontario Superior Court of Justice 80 Dundas Street London, ON N6A 6K1	Matthew Baer McKenzie Lake Lawyers LLP 140 Fullarton Street, Suite 1800 London, ON N6A 6K1	S. Gordon McKee Blake, Cassels & Graydon LLP 199 Bay Street, Suite 4000 Toronto, ON M5L 1A9

Your written objection must be filed and served **no later than March 17, 2019**.

**28. What is the difference between objecting to the Settlement and asking to be excluded from the Settlement?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., do not exclude yourself). Excluding yourself is telling the Court that you do not want to be part of the Settlement Class at all. If you exclude yourself, you cannot object because the Settlement no longer affects you.

**29. When and where will the Court decide whether to approve the Settlement?**

**UPDATE: The Settlement was approved at the Settlement Approval Hearing held on March 27, 2019.**

The Court will hold a Settlement Approval Hearing **on March 27, 2019 at 10:00 am**, at the Ontario Superior Court of Justice, 80 Dundas Street, London, ON N6A 6K1. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca) for updates. At the Settlement Approval Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable. The Court will also consider the request by Class Counsel for Lawyers' Fees and Expenses and for a Service Award to the Class Representative. If there are objections, the Court will also consider them at the Settlement Approval Hearing. The Court will listen to people who have served and filed a notice of intention to appear at the Settlement Approval Hearing (see Question #31). After the Settlement Approval Hearing, the Court will decide whether to approve the Settlement. It is unknown how long the decision will take.

**30. Do I have to come to the Settlement Approval Hearing?**

No. Class Counsel is working on your behalf and will answer any questions the Court may have about the Settlement. But you are welcome to come at your own expense. If

you file a notice of objection to the Settlement, you do not have to come to Court and speak about it. As long as you file your written notice of objection and serve it on Class Counsel and counsel for the Defendant, sign it, and provide all of the required information (see Question #27) the Court will consider it.

### 31. May I speak at the Settlement Approval Hearing?

Yes. You may ask the Court to speak at the Approval Hearing if you have not opted-out of the Settlement Class. To do so, you must file a notice of intent to appear at the Settlement Approval Hearing in *Karsten Henriksen v. Samsung Electronics Canada Inc.*, Court File No. 2762-16 CPL (London, Ontario). A notice of intent to appear must include the basis for any objections you intend to make, if any, and summarize the nature and source of any evidence that you intend to present at the Settlement Approval Hearing. You must include your name, address, telephone number, and signature. If you plan to have your own lawyer speak for you at the Settlement Approval Hearing, you must also include the name, address, and telephone number of the lawyer who will appear. Your written notice of intention to appear must be filed with the Court and served on Class Counsel and counsel for the Defendant **no later than March 17, 2019**.

### IF YOU DO NOTHING

**UPDATE: The Settlement was approved at the Settlement Approval Hearing held on March 27, 2019.**

### 32. What happens if I do not do anything?

If you do nothing and the Court approves the Settlement, your rights will be affected, and you will be bound by the terms of the Settlement. Unless you exclude yourself from the Settlement, you will give up your right to start a lawsuit, to continue with a lawsuit, or to be part of any other lawsuit against the Defendant about the legal issues or claims resolved and released by the Settlement.

If you are content with the Settlement and would like to receive benefits, you do not need to do anything at this time.

Check [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca) after March 27, 2019 to see if the Settlement has been approved, and/or provide the Settlement Administrator with your email address by emailing [info@canadatoploadwashersettlement.ca](mailto:info@canadatoploadwashersettlement.ca) so that you can be notified if the Settlement is approved. If the Settlement is approved, 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 in this FAQ.

Claim Forms will be available after approval at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca) or by calling 1-855-745-7374.

### NEED MORE INFORMATION

### 33. What if I think I need more information about what I should or should not do?

This FAQ summarizes the Settlement. More details are in the Settlement Agreement, available at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca).

If you have questions, you may contact the Settlement Administrator at 1-855-745-7374 or [info@canadatoploadwashersettlement.ca](mailto:info@canadatoploadwashersettlement.ca) or visit Class Counsel's website ([www.mckenzielake.com](http://www.mckenzielake.com)). If you wish to communicate directly with Class Counsel, you may contact them at the address or phone number listed on their website.

### 34. Who is the Settlement Administrator?

Epiq Class Action Services Canada Inc., a Canadian claims administration firm, was appointed by the Ontario Superior Court of Justice to administer the settlement benefits claims and execute the distribution of the class action benefits to approved claimants, in accordance with the Court approved settlement.

[www.epiqglobal.com](http://www.epiqglobal.com)

### 35. Who are the parties involved in this class action settlement?

The "Parties" means the Representative Plaintiff, Karsten Henrikson, on behalf of the Class Members; and the Defendant, Samsung Electronics Canada Inc.

### 36. What to do about a deficient claim and/or a rejected claim?

The Claims Administrator will notify you if your settlement benefits claim is deficient or rejected and explain the reason(s).

### 37. How long do I have to submit a claim?

The deadline to submit a settlement benefits claim is **July 25, 2019**.

Some benefits are available for a limited period of time if certain events occur after the Claims Deadline. See the Claim Forms and instructions, which are available at [www.canadatoploadwashersettlement.ca](http://www.canadatoploadwashersettlement.ca).

**DO NOT WRITE OR CALL THE COURT, DEFENDANTS, OR ANY RETAILER OR WASHING MACHINE SERVICER FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.**