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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

14 RALPH A. HUNTZINGER and
15 ERIC BUSH, on Behalf of
16 Themselves and All Others Similarly
17 Situated,,

Plaintiffs,

v.

18 SUUNTO OY and AQUA LUNG
19 AMERICA, INC.,

Defendants.

No. 37-2018-00027159-CU-BT-CTL

Assigned for All Purposes to:
Hon. Kenneth J. Medel
Dept. C-66

CLASS ACTION

STIPULATION OF SETTLEMENT

(*UNLIMITED MATTER*-Amount
demanded exceeds \$25,000)

Mandatory eFILE Case

1 SETTLEMENT AGREEMENT

2 This Settlement Agreement is entered into by and among plaintiffs Ralph
3 A. Huntzinger and Eric Bush (together, "Plaintiffs"), on behalf of themselves and
4 the Class Members, on the one hand, and defendants Suunto Oy ("Suunto") and
5 Aqua Lung America, Inc. ("Aqua Lung") (together, "Defendants"), on the other
6 hand. Subject to Court approval, Plaintiffs, Suunto, and Aqua Lung hereby
7 stipulate and agree that, in consideration of the promises and covenants set forth
8 in this Settlement Agreement and upon entry of the Court of Final Order and
9 Judgment and occurrence of the Effective Date, all claims of Plaintiffs and the
10 Class in the Action and Related Action shall be settled, compromised and
11 released upon the terms and conditions contained herein.

12 RECITALS

13 **WHEREAS**, Suunto manufactured and sold and Aqua Lung distributed
14 and sold the following models of dive computers sold at various times since
15 January 2006: Suunto Cobra, Suunto Cobra 2, Suunto Cobra 3, Suunto Cobra 3
16 Black, Suunto Vyper, Suunto Vyper Novo, Suunto Vyper 2, Suunto Vyper Air,
17 Suunto Helo2, Suunto Gekko, Suunto Vytec, Suunto Vytec DS, Suunto Zoop,
18 Suunto Zoop Novo, Suunto Mosquito, Suunto D4, Suunto D6, Suunto D9,
19 Suunto D4i, Suunto D6i, Suunto D4i Novo, Suunto D6i Novo, Suunto D9tx, and
20 Suunto DX.

21 **WHEREAS**, Plaintiffs each purchased at least one of the Dive Computers
22 for personal use in scuba diving.

23 **WHEREAS**, on May 21, 2015, Huntzinger filed the Related Action on
24 behalf of himself and a nationwide class of persons similarly situated against
25 Aqua Lung in the United States District Court for the Southern District of
26 California, alleging Aqua Lung violated the California Consumers Legal
27 Remedies Act ("CLRA"), Civil Code §§ 1750, *et seq.*, Unfair Competition Law
28 ("UCL"), Business & Professions Code §§ 17200, *et seq.*, and breached its

1 implied warranties by misrepresenting or omitting information about an alleged
2 defect in the Dive Computers.

3 **WHEREAS**, on August 2, 2016, Aqua Lung filed a third-party complaint
4 against Suunto for indemnity in the Related Action.

5 **WHEREAS**, on June 9, 2017, a Second Amended Complaint was filed in
6 the Related Action, adding Eric Bush as a Plaintiff and Suunto as a co-
7 Defendant. The Second Amended Complaint asserted the same CLRA, UCL, and
8 implied warranty claims against Suunto that the original Complaint had asserted
9 against Aqua Lung.

10 **WHEREAS**, on June 1, 2018, Plaintiffs filed the Action against Aqua
11 Lung and Suunto in Superior Court for the State of California, County of San
12 Diego. The Action was filed in order to settle the Action and the Related Action
13 in a forum that provides the Parties and the Class with predictable rules
14 governing nationwide settlement of class actions, as a result of the uncertainty
15 created by the decision and subsequent appellate practice resulting from *In re*
16 *Hyundai and Kia Fuel Economy Litig.*, 881 F.3d 679 (9th Cir. 2018). The Parties
17 agree it is in the best interests of the Parties and the Class Members to resolve the
18 Action and the Related Action through the Action.

19 **WHEREAS**, through the Action and Related Action, the Parties have
20 conducted extensive discovery including but not limited to, depositions in San
21 Diego, California and Helsinki, Finland, the production and review of hundreds
22 of thousands of documents, several motions to compel, multiple rounds of
23 written discovery, and third-party discovery taken from retailers and a
24 component supplier. The Parties also retained consultants and expert witnesses in
25 a variety of fields, including the relevant mechanical and electrical engineering
26 fields implicated by Plaintiffs' claims.

27 **WHEREAS**, extensive arm's length settlement negotiations have taken
28 place between Class Counsel and counsel for Defendants, as well as between the

1 Defendants, including an Early Neutral Evaluation Conference with Magistrate
2 Judge Karen S. Crawford of the Southern District of California, and a full-day
3 mediation with the Honorable Leo S. Papas (Ret.) of Judicate West, the result of
4 which is this Settlement Agreement, which embodies all of the terms and
5 conditions of the settlement between the Plaintiffs, the Class, and Defendants,
6 and which is subject to the approval of the Court.

7 **WHEREAS**, Class Counsel have concluded, after conducting substantial
8 discovery in the Action and Related Action, investigating the facts and
9 underlying events related to the subject matter of the claims, and carefully
10 analyzing the applicable legal principles, and taking into account the risks,
11 uncertainties, burdens and costs of further prosecution of the claims, and taking
12 into account the substantial benefits Class Members will receive pursuant to this
13 Settlement Agreement, that it is in the best interests of Plaintiffs and the Class to
14 enter into this Settlement Agreement. The Parties' counsel consider this
15 Settlement Agreement to be fair, reasonable, and adequate and in the best
16 interests of Plaintiffs and all Class Members.

17 **WHEREAS**, Defendants, to avoid the burden, expense, risk, and
18 uncertainty of continuing to litigate the claims, and for the purpose of putting to
19 rest all controversies with Plaintiffs and the Class asserted in the Action and
20 Related Action, and without any admission of wrongdoing, desire to enter into
21 this Settlement Agreement.

22 **WHEREAS**, Defendants specifically preserve all defenses, including
23 jurisdictional defenses, whether general and/or specific, and specifically preserve
24 that a settlement, whether or not approved, shall not constitute a waiver of any
25 jurisdictional defenses for any future matters or decisions, other than for the
26 purpose of implementing and enforcing this Settlement Agreement and the Final
27 Order and Judgment.

28

1 **NOW THEREFORE**, in consideration of the foregoing and other good
2 and valuable consideration, **IT IS HEREBY STIPULATED AND AGREED**,
3 by and between the Plaintiffs, individually and on behalf of all Class Members,
4 on the one hand, and Defendants, on the other hand, that the Action and Related
5 Action shall be compromised and settled, subject to Court approval, on the terms
6 and conditions set forth below.

7 **TERMS AND CONDITIONS**

8 **I. DEFINITIONS**

9 **A.** As used in this Settlement Agreement and the attached exhibits
10 (which are an integral part of this Settlement Agreement and are incorporated by
11 reference herein in their entirety), the following terms have the following
12 meanings, unless this Settlement Agreement specifically provides otherwise:

13 1. “Action” means *Huntzinger v. Suunto Oy, et al.*, Case No. 37-
14 2018-00027159-CU-BT-CTL (San Diego Superior Court).

15 2. “Air Liquide” means L’Air Liquide S.A., the former ultimate
16 parent company of Aqua Lung.

17 3. “Aqua Lung” means Aqua Lung America, Inc.

18 4. “Aqua Lung’s Counsel” means John S. Worden of Schiff
19 Hardin LLP.

20 5. “Attorneys’ Fees, Costs and Expenses” means such funds as
21 may be awarded by the Court to compensate and reimburse Class Counsel and all
22 other Plaintiffs’ Counsel for work performed in the Action and Related Action,
23 as described more particularly in Section VIII.

24 6. “Claim” means the claim of a Class Member or his or her
25 representative submitted on an applicable Claim Form as specified in this
26 Settlement Agreement.

27 7. “Claimant” means a Class Member who submits a Claim.

28

1 8. “Claim Period” means the time period during which Class
2 Members may submit an applicable Claim Form to the Settlement Administrator,
3 which shall run from the Initial Notice Date up to thirty (30) days after the date
4 first set by the Court for the Fairness Hearing, but in no event no less than six (6)
5 months.

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

9 10. “Class” means, for settlement purposes only, all individuals
10 who purchased¹ new, one or more of the following Suunto Dive Computers in
11 the United States (including the fifty states, the District of Columbia, Puerto Rico
12 and all other United States territories and/or possessions) that was manufactured
13 from January 1, 2006 through the date of the Preliminary Approval Order:
14 Suunto Cobra, Suunto Cobra 2, Suunto Cobra 3, Suunto Cobra 3 Black, Suunto
15 Vyper, Suunto Vyper Novo, Suunto Vyper 2, Suunto Vyper Air, Suunto HelO2,
16 Suunto Gekko, Suunto Vytec, Suunto Vytec DS, Suunto Zoop, Suunto Zoop
17 Novo, Suunto Mosquito, Suunto D4, Suunto D6, Suunto D9, Suunto D4i, Suunto
18 D6i, Suunto D4i Novo, Suunto D6i Novo, Suunto D9tx, and Suunto DX.
19 Excluded from the Class are: (a) the Defendants and their respective officers,
20 directors and employees; (b) Plaintiffs’ Counsel; (c) the judge(s) presiding over
21 the Action and Related Action and immediate court staff assigned to the Action
22 and Related Action; (d) individuals who purchased used Dive Computers as to
23 those used purchases; (e) retailers or others who purchased Suunto’s Dive
24 Computers for resale; and (f) individuals who timely and properly exclude
25 themselves from the Class as provided in the Preliminary Approval Order.

26
27
28

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

1 11. "Class Counsel" means Timothy G. Blood and Paula R.
2 Brown of Blood Hurst & O'Reardon, LLP and John A. Knox and Douglas A.
3 Hofmann of Williams Kastner & Gibbs PLLC.

4 12. "Class Member" means a member of the Class.

5 13. "Class Notice" means the notice program described in Section
6 III of this Settlement Agreement, including the forms of notice substantially in
7 the forms of Exhibits D, E, H, I and K.

8 14. "Class Representatives" means Ralph A. Huntzinger and Eric
9 Bush.

10 15. "Court" means the Superior Court for the State of California,
11 County of San Diego.

12 16. "Defendants" means Suunto and Aqua Lung, collectively.

13 17. "Defendants' Counsel" means Suunto's Counsel and Aqua
14 Lung's Counsel, collectively.

15 18. "Dive Computers" means the following models of dive
16 computers sold new at various times since January 2006: Suunto Cobra, Suunto
17 Cobra 2, Suunto Cobra 3, Suunto Cobra 3 Black, Suunto Vyper, Suunto Vyper
18 Novo, Suunto Vyper 2, Suunto Vyper Air, Suunto HelO2, Suunto Gekko, Suunto
19 Vytec, Suunto Vytec DS, Suunto Zoop, Suunto Zoop Novo, Suunto Mosquito,
20 Suunto D4, Suunto D6, Suunto D9, Suunto D4i, Suunto D6i, Suunto D4i Novo,
21 Suunto D6i Novo, Suunto D9tx, and Suunto DX.

22 19. "Direct Mail Notice" means the notice substantially in the
23 form of Exhibit D.

24 20. "Education and Outreach Program" means the program
25 described in Section II.D below and Exhibit C.

26 21. "Effective Date" means the later in time of: (a) the date on
27 which the time to appeal has expired if no appeal has been taken from the Final
28 Order or Judgment; (b) in the event that an appeal or other effort to obtain review

1 has been initiated, the date after such appeal or other review has been finally
2 concluded and is no longer subject to review, whether by appeal, re-argument,
3 petitions for rehearing *en banc*, petitions for *certiorari* or otherwise; or (c) if
4 Class Counsel and Defendants agree in writing, any other agreed date that is
5 earlier than the Effective Date as calculated according to subparagraphs (a) and
6 (b) above.

7 22. “Email Notice” means the notice substantially in the form of
8 Exhibit E.

9 23. “Fairness Hearing” means the hearing at which the Court
10 determines whether the proposed settlement as memorialized in this Settlement
11 Agreement is fair, reasonable, and adequate.

12 24. “Final Order and Judgment” means the Final Order
13 Approving Settlement and Judgment to be entered by the Court approving the
14 settlement as fair, adequate, and reasonable, confirming the certification of the
15 Class, and issuing such other findings and determinations as the Court and/or the
16 Parties deem necessary and appropriate to implement the Settlement Agreement.
17 The Final Order Approving Settlement and Judgment shall be substantially in the
18 form of Exhibit F, but may be two separate documents.

19 25. “Initial Notice Date” means the date on which the Settlement
20 Administrator shall commence dissemination of the Class Notice as provided in
21 the Settlement Agreement, which shall be within fourteen (14) days from entry
22 of the Preliminary Approval Order.

23 26. “Inspection, Repair, or Replacement Program” means the
24 program to inspect the depth pressure sensors and related components of the
25 Dive Computers and to repair or replace the computers having a depth pressure
26 sensor failure pursuant to the program terms described in Section II.A below and
27 Exhibit A.

28

1 27. “Inspection, Repair, or Replacement Program Claim Form”
2 means the claim form to be used by Class Members to submit claims in the
3 Inspection, Repair, or Replacement Program, substantially in the form of
4 Exhibit G.

5 28. “Long Form Notice” means the version of the notice to the
6 Class Members about the settlement as memorialized in this Settlement
7 Agreement, substantially in the form of Exhibit H.

8 29. “Notice Plan” means the plan developed by the Settlement
9 Administrator and approved by the Court to disseminate notice of this Settlement
10 Agreement and the settlement to Class Members and is attached as Exhibit I.

11 30. “Objection Date” means the date by which Class Members
12 must file and serve objections to the Settlement Agreement and shall be no later
13 than thirty (30) days before the date first set for the Fairness Hearing.

14 31. “Opt-Out Date” means the postmark date by which a Request
15 for Exclusion must be submitted to the Settlement Administrator for a Class
16 Member to be excluded from the Class and shall be no later than thirty (30) days
17 before the date first set for the Fairness Hearing. Suunto reserves the right, but
18 not the obligation, under Section X of this Settlement Agreement to terminate
19 this Settlement Agreement if more than 500 Class Members opt-out of the Class.

20 32. “Parties” means Plaintiffs and Defendants, collectively.

21 33. “Plaintiffs” means Eric Bush and Ralph A. Huntzinger.

22 34. “Plaintiffs’ Counsel” means Blood Hurst & O'Reardon, LLP,
23 Williams Kastner & Gibbs PLLC, and Berman & Riedel, LLP, who are counsel
24 for Plaintiffs in the Action and Related Action.

25 35. “PADI Program” means the diving safety educational
26 program available to Class Members, in the event funds remain from the
27 Reimbursement Program, pursuant to program the terms described in Section
28 II.C.

1 36. “Preliminary Approval Order” means the order to be entered
2 by the Court conditionally certifying the Class, preliminarily approving the
3 Settlement Agreement, setting the date for the Fairness Hearing, appointing
4 Class Counsel for the Class, approving the Notice Plan and Class Notice, and
5 setting the Opt-Out Date, Objection Date, and Notice Date, the proposed form of
6 which is attached as Exhibit J.

7 37. “Publication Notice” means the version of the notice to the
8 Class Members about the Settlement Agreement as memorialized in this
9 Settlement Agreement, substantially in the form of Exhibit K.

10 38. “Reimbursement Claim Form” means the document,
11 substantially in the form of Exhibit L.

12 39. “Reimbursement Fund” means the fund in the amount of
13 \$775,000 created to pay eligible Class Members who meet the criteria for
14 reimbursement payments set forth in this Settlement Agreement.

15 40. “Reimbursement Program” means the program for
16 reimbursing claims pursuant to the program terms described in Section II.B.

17 41. “Related Action” means *Huntzinger v. Aqua Lung America,*
18 *Inc., et al.*, Case No. 3:15-cv-01146-WQH-AGS (Southern District of
19 California).

20 42. “Release” means the release and waiver set forth in Section V
21 of this Settlement Agreement and in the Final Order and Judgment.

22 43. “Released Claims” means the claims set forth in Section V.B
23 below.

24 44. “Released Parties” or “Released Party” means Suunto, Aqua
25 Lung, and Air Liquide, and each of their past, present and future officers,
26 directors, predecessors, assignees, parents, divisions, subsidiaries, affiliates,
27 sister corporations, insurers and reinsurers, lenders, attorneys, employees,
28 shareholders, administrators, successors, suppliers, distributors, retailers, agents,

1 and any subsequent purchaser of all or substantially part of Suunto's, Aqua
2 Lung's, or Air Liquide's stock or assets, respectively. The Parties expressly
3 acknowledge that each of the foregoing is included as a Released Party even
4 though not identified by name herein.

5 45. "Releasing Parties" or "Releasing Party" means Plaintiffs and
6 each Class Member who does not timely submit a valid Request for Exclusion.

7 46. "Request for Exclusion" means the written communication
8 that must be submitted to the Settlement Administrator and postmarked on or
9 before the Opt-Out Date by a Class Member who wishes to be excluded from the
10 Class.

11 47. "Settlement Administrator" means the entity approved by the
12 Court to design, consult on, and implement the program for disseminating Class
13 Notice to the Class, administer the Claim Process, send refunds pursuant to the
14 Reimbursement Program, and perform overall administrative functions. The
15 Parties agree that JND Legal Administration shall serve as Settlement
16 Administrator, subject to approval by the Court.

17 48. "Settlement Agreement" means this Settlement Agreement,
18 including all exhibits attached to this Settlement Agreement, duly executed by
19 Class Counsel and authorized representatives for Suunto, Aqua Lung, and Air
20 Liquide.

21 49. "Settlement Website" means the Internet website to be
22 created and maintained for this settlement by the Settlement Administrator to
23 provide information to the public and the Class about this Settlement Agreement.

24 50. "Suunto" means Suunto Oy.

25 51. "Suunto's Counsel" means Bradley Fox of Fox Law Group,
26 LLC and Michael Keefe, Attorney at Law.

1 **B.** Capitalized terms used in this Settlement Agreement but not defined
2 in this Section shall have the meanings ascribed to them elsewhere in this
3 Settlement Agreement.

4 **II. SETTLEMENT RELIEF**

5 The consideration provided to Class Members in return for the Release of
6 the Released Parties generally consists of the Inspection, Repair, or Replacement
7 Program, the Reimbursement Program, the PADI Program, and the Education
8 and Outreach Program, as set forth below and in the attached exhibits. The costs
9 and expenses associated with providing the settlement relief and otherwise
10 implementing the consideration in this Section II of the Settlement Agreement
11 shall be the obligation solely of and paid for by Suunto.

12 After entry of the Preliminary Approval Order and consultation with Class
13 Counsel, Suunto may, at its sole discretion, implement any or all of the
14 settlement relief provided in this Section II before the occurrence of the Effective
15 Date.

16 **A. Dive Computer Inspection, Repair, or Replacement Program**

17 1. The eligibility requirements for Class Members for relief
18 under the Inspection, Repair, or Replacement Program are set forth in Exhibit A.

19 2. Suunto will offer to qualifying Class Members the Inspection,
20 Repair, or Replacement Program to inspect, and repair or replace Class
21 Members' Dive Computers that suffer from a depth pressure sensor failure,
22 pursuant to the program terms described in the Inspection, Repair, or
23 Replacement Program protocols and eligibility requirements, attached as
24 Exhibit A. Coverage under the Inspection, Repair, or Replacement Program will
25 run for a period of 10 (ten) years from the date of manufacture of the Dive
26 Computer, but in no event less than 1 (one) year from the Effective Date. The
27 date of manufacture of the Class Member's Dive Computer shall be determined
28 from the serial number on the Dive Computer. The relief provided under the

1 Inspection, Repair, or Replacement Program shall be at no charge to the Class
2 Member.

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

21 4. Suunto shall provide on its website and the Settlement
22 Website a current list of its service centers that are authorized to conduct
23 inspections pursuant to the Inspection, Repair, or Replacement Program. Each
24 authorized Suunto service center will be provided with "Frequently Asked
25 Questions and Answers," as set forth in Exhibit M, to respond to anticipated
26 questions by Class Members about the Inspection, Repair, or Replacement
27 Program. Suunto shall not alter the original content in Exhibit M for a period of
28 two years, except in the case of exigent circumstances justifying a change;

however, Suunto shall thereafter be permitted to update and modify the content consistent with the original message from time to time as needed. At no time shall any changes in the FAQs be made that are inconsistent with this Settlement Agreement. All material changes, meaning changes that would negatively impact the rights of a Class Members under the Settlement Agreement, must be provided to Class Counsel prior to implementation and may be challenged by Class Counsel for inconsistency with the terms of this Settlement Agreement. The authorized Suunto service centers and Suunto's customer service center will be trained to respond to calls from consumers and retailers about the Inspection, Repair, or Replacement Program in compliance with this Settlement Agreement.

5. Aqua Lung shall have no obligations of any kind with respect to the Inspection, Repair and Replacement Program, and any communications or materials in connection therewith shall not reference Aqua Lung.

B. Reimbursement Program

1. The eligibility requirements for Class Members for relief under the Reimbursement Program are set forth in Exhibit B.

2. Suunto, for the benefit of qualifying Class Members and on behalf of Defendants, will create a Reimbursement Fund in the total amount of \$775,000 to partially reimburse qualifying Class Members pursuant to the terms of this Settlement Agreement who, according to the requirements of this Section B, provide proof sufficient to the Settlement Administrator that their Dive Computer had a depth pressure sensor that failed within ten (10) years of their purchase date and either (i) they discarded the Dive Computer within ten (10) years of their purchase date due to a pressure sensor failure and did not receive a repaired or replacement Dive Computer, or (ii) they purchased a replacement Dive Computer directly or indirectly from one of the Defendants in connection with a warranty program at a cost to the Class Member. Eligible Class Members will receive a partial reimbursement payment pursuant to the schedule attached

1 as Exhibit B. Qualifying Class Members will also be able to make a Claim for
2 reimbursement from the Reimbursement Fund for documented out of pocket
3 costs the Class Member incurred in attempting to repair his or her Dive
4 Computer that had a depth pressure sensor failure within the period set forth in
5 this Section B.

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

14 4. Specifically excluded from this Reimbursement Program for
15 Class Members are any dive computers that are not Dive Computers as defined
16 in this Settlement Agreement. Further excluded from this Reimbursement
17 Program are Dive Computers that fall within Suunto's standard two-year
18 warranty or had a depth pressure sensor failure caused by a) modification to the
19 Dive Computer, b) overexposure to chemicals, or c) misuse of the Dive
20 Computers, in accordance with the terms of Suunto's warranty as of the date of
21 this Settlement Agreement.

22 5. The Settlement Administrator shall administer the
23 disbursement of the Reimbursement Fund as set forth below. Class Members
24 who meet the criteria for reimbursement under the Reimbursement Program shall
25 receive a reimbursement payment from the Settlement Administrator out of the
26 Reimbursement Fund according to the requirements of this Section II.B. In the
27 event the aggregate of the valid and timely Claims exceeds the Reimbursement
28 Fund amount, each Claim award shall be reduced pro rata. The pro rata

1 calculations of the Settlement Administrator shall be final subject to the terms of
2 the Settlement Agreement. In the event the aggregate of the valid and timely
3 Claims is less than the Reimbursement Fund amount, the remainder shall be used
4 to fund Professional Association of Diving Instructors (PADI) online
5 certifications or advanced training classes for eligible Class Members consistent
6 with Section II.C, below, after all funds have been distributed to Class Members
7 eligible to receive a partial reimbursement payment from the Reimbursement
8 Fund. In the event any checks are not cashed by any Class Member eligible to
9 receive a partial reimbursement payment from the Reimbursement Fund, the
10 Settlement Administrator shall make reasonable efforts in its discretion to ensure
11 all checks are cashed. These efforts must be economically proportionate to the
12 amount of the uncashed check, taking into account the amount remaining in the
13 Reimbursement Fund. In the event uncashed checks remain and expire after
14 reasonable and economically proportionate efforts of the Settlement
15 Administrator, the value of the uncashed and expired checks, combined with any
16 money remaining in the Reimbursement Fund, shall be used to fund Professional
17 Association of Diving Instructors (PADI) online certifications or advanced
18 training classes for eligible Class Members consistent with Section II.C.

19 6. Class Members will be able to obtain Reimbursement Claim
20 Forms on the Settlement Website and can submit them to the Settlement
21 Administrator either online or by U.S. Mail. To be timely, all Reimbursement
22 Claim Forms must be submitted or postmarked by the close of the Claim Period.

23 7. The Settlement Administrator shall receive the Claims,
24 whether submitted electronically via the Settlement Website or by U.S. Mail, and
25 the Settlement Administrator shall administer the review and processing of
26 Claims. The Settlement Administrator shall have the authority to determine
27 whether Reimbursement Claim Forms submitted by Class Members are complete
28 and timely.

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

11 (a) If accepted for payment, the Settlement Administrator
12 shall pay the Claim of the Class Member within ninety (90) days after the
13 Effective Date.

14 (b) Within ten (10) days of the close of the Claim Period, if
15 there are Claims rejected for payment, in whole or in part, the Settlement
16 Administrator shall notify Class Counsel and Suunto's Counsel of said rejections
17 and the reason(s) why. The decision of the Settlement Administrator shall be
18 final, provided however, that Class Counsel and Suunto's Counsel may meet and
19 confer in an attempt to resolve these denied Claims. If Class Counsel and
20 Suunto's Counsel jointly recommend payment of any Claims rejected by the
21 Settlement Administrator, then Suunto's Counsel shall inform the Settlement
22 Administrator to pay said Claims from the Reimbursement Fund. If Class
23 Counsel and Suunto's Counsel disagree, they shall notify the Settlement
24 Administrator who shall make a final determination as to whether the Claim shall
25 be paid from the Reimbursement Fund.

26 9. The Settlement Administrator shall timely provide copies of
27 all rejection notices to Class Counsel. Any Class Member whose Claim is
28 rejected in full shall not receive any payment from the Reimbursement Fund for

1 the Claim submitted and shall, in all other respects, be bound by the terms of the
2 Settlement Agreement and by the Final Order and Judgment entered in the
3 Action, unless such Class Member has submitted a timely Request for Exclusion
4 pursuant to Section VI. Similarly, any Class Member whose Claim is approved
5 in part and rejected in part shall not receive any payment from the
6 Reimbursement Fund for that portion of the Claim that is rejected and shall, in all
7 other respects, be bound by the terms of the Settlement Agreement and by the
8 Final Order and Judgment entered in the Action, unless such Class Member has
9 submitted a timely Request for Exclusion pursuant to Section VI. Similarly, any
10 Class Member with an uncashed and/or expired check shall not receive any
11 further payment from the Reimbursement Fund, and shall be bound by the terms
12 of the Settlement Agreement and by the Final Order and Judgment entered in the
13 Action, unless such Class Member has submitted a timely Request for Exclusion
14 pursuant to Section VI.

15 10. No person shall have any claim against Suunto, the
16 Settlement Administrator, the Class Representatives, the Class, Plaintiffs'
17 Counsel, or Class Counsel based on any eligibility or payment determinations
18 made in accordance with the Settlement Agreement.

19 11. The Defendants' liability for any reimbursements or other
20 payments to Class Members pursuant to this Settlement Agreement shall be
21 limited to the amount of the Reimbursement Fund.

22 12. Aqua Lung shall have no obligations of any kind with respect
23 to the Reimbursement Program, and any communications or materials in
24 connection therewith shall not reference Aqua Lung.

25 **C. PADI Program for Unused Reimbursement Fund**

26 1. In the event money remains in the Reimbursement Fund after
27 all payments of accepted Claims by the Settlement Administrator have been
28 made and all time periods for cashing checks has expired (the "Remaining

1 Funds”), Class Members shall be eligible to receive a PADI eLearning
2 certification or online advanced training class offered by the Professional
3 Association of Diving Instructors (“PADI”), on a first come, first serve basis,
4 until the Remaining Funds are depleted or until the Remaining Funds are
5 insufficient to pay for an entire PADI class. Each recipient Class Member shall
6 receive a certificate valid for one PADI class. Certificates are limited to one per
7 Class Member. Each PADI class shall be valued at the retail value charged by
8 PADI for such PADI class. The Settlement Administrator shall administer the
9 distribution of certificates for participation in the PADI Program. The certificates
10 are transferable.

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

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

20 4. Aqua Lung shall have no obligations of any kind with respect
21 to the PADI Program, and any communications or materials in connection
22 therewith shall not reference Aqua Lung.

23 **D. Education and Outreach Program**

24 1. Suunto, for the benefit of Class Members and others who may
25 use the Dive Computers, will create an educational outreach program to provide
26 knowledge and best practices concerning the role a dive computer should play in
27 diving, including the best practices, risks, measures, and back-up systems
28 associated with equipment failures, including depth pressure sensor failures, that

1 will occur from time to time in diving equipment, including in dive computers.
2 The Education and Outreach Program will be published by Suunto and shall
3 include a professionally produced educational video regarding best practices
4 when using a dive computer, identification of pressure sensor failure and its
5 risks, what to do when a pressure sensor problem is suspected, and how to
6 participate in the Inspection, Repair, or Replacement Program and
7 Reimbursement Program portions of this Settlement Agreement. The part of the
8 video pertaining to participation in the Reimbursement Program may be
9 eliminated after the close of the Claim Period. Suunto, on behalf of the
10 Defendants, shall pay the costs of producing and distributing the educational
11 video.

12 2. The educational video shall be maintained on Suunto's
13 website for a period of not less than ten (10) years from the Effective Date of this
14 Settlement Agreement. Suunto shall develop the content with input and approval
15 from Class Counsel. Preliminary content for the initial educational video is set
16 forth in Exhibit C to this Settlement Agreement. Suunto shall not alter the
17 original content for a period of two years, except in the case of exigent
18 circumstances justifying a change, but nonetheless consistent with the terms of
19 this Settlement Agreement; however, Suunto shall thereafter be permitted to
20 update and modify the content consistent with the original message from time to
21 time as needed.

22 3. Aqua Lung shall have no obligations of any kind with respect
23 to the Education and Outreach Program, and any communications or materials in
24 connection therewith shall not reference Aqua Lung.

25 **E. No Additional Benefits**

26 There are no other benefits available to Class Members other than those
27 specified in this Settlement Agreement, including the attached exhibits.
28

1 **III. NOTICE TO THE CLASS**

2 Class Notice will be accomplished through a combination of Email Notice,
3 Direct Mail Notice, Publication Notice (including notice disseminated through
4 various media and methods over the Internet), notice through the Settlement
5 Website, Long Form Notice, and other applicable notice, each of which is
6 described below and in the Notice Plan attached as Exhibit I, as approved by the
7 Court pursuant to the Preliminary Approval Order. The Parties agree the
8 proposed notice complies with all applicable laws and rules, including the Due
9 Process clause of the United States Constitution. The costs associated with
10 disseminating the notice and otherwise implementing the notice specified in
11 Section III of this Settlement Agreement, including the Notice Plan, shall be paid
12 by Suunto. The estimated cost of notice and administration is \$231,700.00,
13 which is being paid by Suunto and this cost is subject to revision as notice
14 dissemination is actually undertaken.

15 **A. Email Notice**

16 No later than fourteen (14) days after the date upon which the Court enters
17 the Preliminary Approval Order, the Settlement Administrator shall cause to be
18 delivered via email to potential Class Members for whom the Parties have an
19 email address, the following documents: (i) Email Notice (a copy of which is set
20 forth in Exhibit E); and (ii) the Inspection, Repair, or Replacement Claim Form
21 and the Reimbursement Claim Form (copies of which are set forth as Exhibits G
22 and L). The Email Notice shall inform potential Class Members of how to obtain
23 the Long Form Notice via the Settlement Website, via U.S. Mail, or via a toll-
24 free telephone number, pursuant to Section III.E.3, below. The Settlement
25 Administrator shall endeavor to ensure emails sent to Class Members are
26 received and opened by Class Members.

B. Direct Mail Notice

To those potential Class Members for whom the Parties do not have an email address or the initial email notice bounces back as undeliverable, but for whom the Parties have a U.S. Mail address, no later than fourteen (14) days after the date upon which the Court enters the Preliminary Approval Order, or the email notice bounces back as undeliverable, the Settlement Administrator shall cause to be delivered via first class U.S. Mail: (i) the Direct Mail Notice (substantially in the form of Exhibit D); and (ii) the Inspection, Repair, or Replacement Claim Form and the Reimbursement Claim Form. The Settlement Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address no later than the deadline found in the Preliminary Approval Order; (b) by itself or using an address research firm, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for a better address and promptly mail copies of the applicable notice to any better address so found.

C. Publication Notice

No later than fourteen (14) days after the date upon which the Court enters the Preliminary Approval Order, the Settlement Administrator will begin Publication Notice as described in the Notice Plan. Publication Notice will include an interactive Settlement Website with a URL that logically relates to the settlement (*e.g.*, “SuuntoDiveComputerSettlement.com”) dedicated to this Settlement Agreement and Claim Process, a reasonable Internet Banner ad campaign established and administered by the Settlement Administrator, and publication through retail dive shops that are authorized to sell the Dive Computers. The Publication Notice shall inform Class Members that they may obtain the Long Form Notice, an Inspection, Repair, or Replacement Claim Form, a Reimbursement Claim Form, and sign up to participate in the PADI Program, if available on a first come, first serve basis, by calling the Settlement

1 Administrator and/or by accessing the Settlement Website established by the
2 Settlement Administrator, as set forth in the Notice Plan.

3 **D. Settlement Website**

4 The dedicated Settlement Website will inform Class Members of the terms
5 of this Settlement Agreement, their rights, dates and deadlines and related
6 information. The Settlement Website shall include, in .pdf format, materials
7 agreed upon by the Parties and/or required by the Court, including, but not
8 limited to, the Settlement Agreement, the Long Form Notice, the Frequently
9 Asked Questions and Answers, the Inspection, Repair, or Replacement Claim
10 Form, the Reimbursement Claim Form, and Court documents that may be of
11 interest to most Class Members. The Settlement Website shall be designed to
12 permit Class Members to complete and submit online the Inspection, Repair, or
13 Replacement Claim Form and the Reimbursement Claim Form and to and sign
14 up to participate in the PADI Program, if available on a first come, first serve
15 basis.

16 **E. Long Form Notice**

17 1. Contents of Long Form Notice

18 The Long Form Notice shall be substantially in the form of Exhibit H, and
19 shall advise Class Members of the following:

20 a. General Terms: The Long Form Notice shall contain a
21 plain and concise description of the nature of the Action and Related Action, the
22 history of the litigation of the claims, the preliminary certification of the Class
23 for settlement purposes, and the Settlement Agreement, including information on
24 the identity of Class Members, how the Settlement Agreement would provide
25 relief to the Class and Class Members, what claims are released under the
26 Settlement Agreement and other relevant terms and conditions.

27 b. Opt-Out Rights: The Long Form Notice shall inform
28 Class Members that they have the right to opt out of the Settlement Agreement.

1 The Long Form Notice shall provide the deadlines and procedures for exercising
2 this right.

3 c. Objection to Settlement: The Long Form Notice shall
4 inform Class Members of their right to object to the Settlement Agreement and to
5 appear at the Fairness Hearing. The Long Form Notice shall provide the
6 deadlines and procedures for exercising these rights.

7 d. Fees and Expenses: The Long Form Notice shall
8 inform Class Members about the amounts being sought by Plaintiffs' Counsel as
9 Attorneys' Fees, Costs and Expenses, and individual awards to the Class
10 Representatives and shall explain that Suunto will pay the Attorneys' Fees, Costs
11 and Expenses awarded to Plaintiffs' Counsel and individual awards to the Class
12 Representatives in addition to amounts being made available for relief to Class
13 Members by this Settlement Agreement.

14 2. Claim Forms

15 The Long Form Notice and Settlement Website shall include the
16 Inspection, Repair, or Replacement Program Claim Form and the
17 Reimbursement Claim Form, which shall be substantially in the form of
18 Exhibits G and L, and which shall inform the Class Member that he or she must
19 fully complete and timely return the applicable claim form within the applicable
20 period to be eligible to obtain relief pursuant to this Settlement Agreement.

21 3. Dissemination of Long Form Notice

22 The Long Form Notice shall be available on the Settlement Website. The
23 Settlement Administrator shall send via U.S. Mail the Long Form Notice to those
24 persons who request it in writing or through the toll-free telephone number.

25 **F. Toll-Free Telephone Number**

26 The Settlement Administrator shall establish a toll-free telephone number
27 that will provide settlement-related information to Class Members.

1 **IV. SETTLEMENT ADMINISTRATOR**

2 **A.** The Parties jointly agree on and designate, subject to Court
3 approval, JND Legal Administration as the Settlement Administrator for this
4 Settlement Agreement. The cost of administration of the settlement by the
5 Settlement Administrator shall be paid directly by Suunto. In the event the Court
6 does not give final approval to this Settlement Agreement, the Settlement
7 Administrator shall immediately stop any and all activity on this settlement and
8 will not be paid for activity taking place thereafter.

9 **B.** The Settlement Administrator shall be responsible for, without
10 limitation: (a) sending or arranging for the sending of the Email Notice;
11 (b) printing, mailing or arranging for the mailing of the Direct Mail Notice;
12 (c) handling returned mail and emails not delivered to Class Members;
13 (d) attempting to obtain updated address information for any Direct Mail Notices
14 and any other correspondence mailed to Class Members that is returned without
15 a forwarding address; (e) making any additional mailings required under the
16 terms of this Settlement Agreement; (f) responding to requests for Long Form
17 Notice; (g) receiving and maintaining on behalf of the Court any Class Member
18 correspondence regarding Requests for Exclusion and/or objections to the
19 Settlement Agreement; (h) forwarding written inquiries to Class Counsel or their
20 designee for a response, if warranted; (i) establishing a post-office box for the
21 receipt of any correspondence; (j) responding to requests from Class Counsel
22 and/or Suunto's Counsel consistent with this Agreement; (k) establishing a
23 website and toll-free voice response unit with message capabilities to which
24 Class Members may refer for information about the Action, Related Action, and
25 the Settlement Agreement, and speak with Settlement Administrator personnel;
26 and (l) otherwise implementing and/or assisting with the dissemination of the
27 notice of the Settlement Agreement. The Settlement Administrator shall also be
28 responsible for, without limitation, implementing the terms of the Claim Process

1 under the Reimbursement Fund and related administrative activities. The
2 Settlement Administrator shall be responsible for arranging for the publication of
3 the Publication Notice, establishing Internet banner notifications and for
4 consulting on Class Notice. The Settlement Administrator shall coordinate their
5 activities to minimize costs in effectuating the terms of this Settlement
6 Agreement.

7 C. If the Settlement Administrator makes a material or fraudulent
8 misrepresentation to any party, conceals requested material information, or fails
9 to perform adequately on behalf of Defendants or the Class, the Parties may
10 agree to remove the Settlement Administrator. Disputes regarding the retention
11 or dismissal of the Settlement Administrator shall be referred to the Court for
12 resolution.

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

15 E. Not later than ten (10) days before the date of the Fairness Hearing,
16 the Settlement Administrator shall file with the Court a list of those persons who
17 have opted out or excluded themselves from this settlement and the terms of this
18 Settlement Agreement and the details outlining the scope, method and results of
19 the Notice Plan.

20 F. The Settlement Administrator and the Parties shall promptly after
21 receipt provide copies of any Requests for Exclusion, objections and/or related
22 correspondence to each other.

23 **V. RELEASE AND WAIVER**

24 A. The Parties agree to the following release and waiver, which shall
25 take effect upon the Effective Date.

26 B. In consideration for the Settlement Agreement, the Releasing
27 Parties, on behalf of themselves and any other legal or natural individuals who
28 may claim by, through or under them, agree to fully, finally and forever release,

1 relinquish, acquit, and discharge the Released Parties from the following released
2 claims (“Released Claims”): any and all claims, demands, actions, suits,
3 petitions, liabilities, causes of action, rights, and damages of any kind and/or type
4 regarding the subject matter of the Action, the Related Action, and the
5 allegations concerning the Dive Computers including but not limited to
6 allegations of defects involving the software, hardware or any components in the
7 Suunto Dive Computers as alleged in the Action and Related Action, that arose
8 out of, were raised as claims in or could have been raised as claims in, or
9 connected to the Action, Related Action and the allegations concerning the Dive
10 Computers including but not limited to allegations of defects involving the
11 software, hardware or any components in the Suunto Dive Computers as alleged
12 in the Action and Related Action, including, but not limited to, compensatory,
13 exemplary, punitive, expert and/or attorneys’ fees, whether past, present, or
14 future, mature, or not yet mature, known or unknown, suspected or unsuspected,
15 contingent or non-contingent, derivative or direct, asserted or un-asserted,
16 whether based on federal, state or local law, statute, ordinance, regulation, code,
17 contract, common law, or any other source, or any other claims of any kind
18 arising from, related to, connected with, and/or in any way involving the Action,
19 the Related Action, or could have been alleged or described in the Complaint in
20 the Action, and the Complaint, First Amended Complaint, and the Second
21 Amended Complaint in the Related Action or any amendments of the Action or
22 the Related Action, including, but not limited to, the design, manufacturing,
23 advertising, replacement, repair, testing, marketing, functionality, or sale of the
24 Dive Computers as alleged. Notwithstanding the foregoing, Class
25 Representatives and Class Members are not releasing claims for personal injury
26 or wrongful death arising from the Dive Computers.

27 C. The Final Order and Judgment will reflect these terms.
28

1 D. In connection with the Settlement Agreement, Class Representatives
2 and Class Members acknowledge that they and other Class Members may
3 hereafter discover claims presently unknown or unsuspected, or facts in addition
4 to or different from those that they now know or believe to be true concerning
5 the subject matter of the Action the Related Action, the allegations concerning
6 the Dive Computers, including but not limited to allegations of defects involving
7 the software, hardware or any components in the Suunto Dive Computers as
8 alleged in the Action or Related Action, and/or the Release herein. Nevertheless,
9 it is the intention of Class Counsel and Class Representatives in executing this
10 Settlement Agreement to fully, finally and forever settle, release, discharge, and
11 hold harmless all such matters, and all claims relating thereto which exist,
12 hereafter may exist, or might have existed (whether or not previously or currently
13 asserted in any action or proceeding) with respect to the Action, the Related
14 Action, and the allegations concerning the Dive Computers including but not
15 limited to allegations of defects involving the software, hardware or any
16 components in the Suunto Dive Computers as alleged in the Action or Related
17 Action.

18 E. Class Representatives expressly understand and acknowledge, and
19 the Class Representatives will be deemed by the Final Order and Judgment to
20 acknowledge and waive Section 1542 of the Civil Code of the State of
21 California, which provides that:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
23 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
24 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
25 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.**

26 Class Representatives expressly waive and relinquish any and all rights and
27 benefits that they may have under, or that may be conferred upon them by, the
28 provisions of Section 1542 of the California Civil Code, or any other law of any

1 state or territory that is similar, comparable or equivalent to Section 1542, to the
2 fullest extent they may lawfully waive such rights.

3 **F.** Class Representatives represent and warrant that they are the sole
4 and exclusive owners of all claims that they personally are releasing under this
5 Settlement Agreement. Class Representatives further acknowledge that they have
6 not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned
7 or encumbered any right, title, interest or claim arising out of or in any way
8 whatsoever pertaining to the Action or Related Action, including without
9 limitation, any claim for benefits, proceeds or value under the Action or Related
10 Action, and that Class Representatives are not aware of anyone other than
11 themselves claiming any interest, in whole or in part, in the claims that they are
12 releasing under the Settlement Agreement or in any benefits, proceeds or values
13 in the claims that they are releasing under the Settlement Agreement.

14 **G.** Without in any way limiting its scope, and, except to the extent
15 otherwise specified in the Settlement Agreement, this Release covers by example
16 and without limitation, any and all claims for attorneys' fees, costs, expert fees,
17 or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or
18 disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class
19 Representatives or Class Members who claim to have assisted in conferring the
20 benefits under this Settlement Agreement upon the Class.

21 **H.** In consideration for the Settlement Agreement, Suunto, Aqua Lung,
22 and Air Liquide, and their past or present officers, directors, employees, agents,
23 attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns
24 shall be deemed to have, and by operation of the Final Order and Judgment shall
25 have, released Plaintiffs' Counsel, Class Counsel and each Class Representative
26 from any and all causes of action that were or could have been asserted
27 pertaining solely to the conduct in filing and prosecuting the litigation or in
28 settling the Action and Related Action.

1 **I.** In consideration for the Settlement Agreement, Suunto, on one
2 hand, and Air Liquide, and Aqua Lung and its successor-in-interest, on the other
3 hand, hereby release each other and each of their past, present and future officers,
4 directors, predecessors, assignees, parents, divisions, subsidiaries, affiliates,
5 sister corporations, insurers and reinsurers, lenders, attorneys, employees,
6 shareholders, administrators, successors, suppliers, distributors, retailers, agents,
7 and any subsequent purchaser of all or substantially part of Suunto's, Aqua
8 Lung's, or Air Liquide's stock or assets, respectively, from any and all claims or
9 causes of action for indemnity, contribution, violations of the CLRA, the UCL,
10 the UCC, or any applicable contracts or warranties, or any similar or related
11 claims, that have been asserted or could be asserted in connection with the
12 Released Claims. For avoidance of doubt, this release in Section V.I includes
13 without limitation the claims asserted by Aqua Lung in its cross-complaint
14 against Suunto in the Related Action, and any claim for attorneys' fees or costs
15 in connection with the Action or Related Action. However, Aqua Lung and Air
16 Liquide do not release any claims for indemnification, or related claims, they
17 may in the future have against Suunto related to or arising out of future claims or
18 allegations by non-Class Members related to the Dive Computers, or claims by
19 Class Members related to the Dive Computers and not covered by the Release.

20 **J.** Class Representatives, Plaintiffs' Counsel and any other attorneys
21 who receive attorneys' fees and costs from this Settlement Agreement
22 acknowledge that they have conducted sufficient independent investigation and
23 discovery to enter into this Settlement Agreement and, by executing this
24 Settlement Agreement, state that they have not relied upon any statements or
25 representations made by the Released Parties or any person or entity representing
26 the Released Parties, other than as set forth in this Settlement Agreement.

27 **K.** The Parties specifically understand that there may be further
28 pleadings, discovery requests and responses, testimony, or other matters or

1 materials owed by the Parties pursuant to existing pleading requirements,
2 discovery requests, or pretrial rules, procedures, or orders, and that, by entering
3 into this Settlement Agreement, the Parties expressly waive any right to receive,
4 hear, or inspect such pleadings, testimony, discovery, or other matters or
5 materials, pending final approval of this Settlement Agreement by the Court.

6 **L.** Nothing in this Release shall preclude any action to enforce the
7 terms of the Settlement Agreement, including participation in any of the
8 processes detailed herein.

9 **M.** Class Representatives and Class Counsel hereby agree and
10 acknowledge that the provisions of this Release together constitute an essential
11 and material term of the Settlement Agreement and shall be included in any Final
12 Order and Judgment entered by the Court.

13 **N.** The Parties agree that the Court shall retain exclusive and
14 continuing jurisdiction over the Parties and the Class Members to interpret and
15 enforce the terms, conditions, and obligations under the Settlement Agreement.

16 **VI. REQUESTS FOR EXCLUSION**

17 **A.** Any Class Member who wishes to be excluded from the Class must
18 mail a written Request for Exclusion. The written Request of Exclusion may be
19 by letter or by using the exclusion form (Exhibit N), which form shall be
20 available on the Settlement Website and attached to the Long Form Notice. The
21 Request for Exclusion should be mailed to the Settlement Administrator at the
22 address provided in the Long Form Notice, postmarked by the Opt-Out Date.
23 The Request for Exclusion should state that the person is a Class Member and
24 wants to be excluded from the Class, must be signed by the Class Member, and
25 otherwise comply with the terms stated in the Long Form Notice and Preliminary
26 Approval Order. The Settlement Administrator shall promptly forward copies of
27 any written Requests for Exclusion to Class Counsel and Defendants' Counsel. A
28 list reflecting all Requests for Exclusion shall be filed with the Court by the

1 Settlement Administrator no later than ten (10) days before the Fairness Hearing.
2 If a potential Class Member files a Request for Exclusion, he or she may not file
3 an objection.

4 **B.** Any Class Member who does not file a timely written Request for
5 Exclusion as provided in Section VI.A shall be bound by all subsequent
6 proceedings, orders and judgments, including, but not limited to, the Release and
7 the Final Order and Judgment in the Action.

8 **VII. OBJECTIONS TO SETTLEMENT**

9 **A.** Any Class Member who has not submitted a timely written Request
10 for Exclusion and who wishes to object to the fairness, reasonableness, or
11 adequacy of this Settlement Agreement, the requested award of Attorneys' Fees,
12 Costs and Expenses, or the requested incentive awards to the Class
13 Representatives, must file with the Court and serve on the Parties' counsel by the
14 Objection Date a written statement of his or her objections. The written objection
15 of any Class Member must include: (a) a heading which refers to the Action;
16 (b) the objector's full name, telephone number, and address (the objector's actual
17 residential address must be included); (c) if represented by counsel, the full
18 name, telephone number, and address of all such counsel; (d) all of the reasons
19 for his or her objection; (e) whether the objector intends to appear at the Fairness
20 Hearing on his or her own behalf or through counsel; (f) a statement that the
21 objector is a Class Member and that includes the model Dive Computer(s) owned
22 by the objector and the country, location and approximate date of purchase; and
23 (g) the objector's dated, handwritten signature (an electronic signature or
24 attorney's signature are not sufficient). Any documents supporting the objection
25 must also be attached to the objection. If any testimony is proposed to be given
26 in support of the objection, the names of all persons who will testify must be set
27 forth in the objection. Class Members may file an objection either on their own
28 or through an attorney retained at their own expense.

1 **B.** Any Class Member who files and serves a written objection, as
2 described in Section VII.A, may appear at the Fairness Hearing, either in person
3 or through personal counsel hired at the Class Member's expense, to object to the
4 fairness, reasonableness, or adequacy of this Settlement, the requested award of
5 Attorneys' Fees, Costs and Expenses, or the requested incentive awards to the
6 Class Representatives. Class Members or their attorneys who intend to make an
7 appearance at the Fairness Hearing must file with the Court a notice of intention
8 to appear, with courtesy copies to one of Class Counsel identified in the Class
9 Notice, Suunto's Counsel and Aqua Lung's Counsel, by a date ordered by the
10 Court.

11 **C.** Any Class Member who fails to comply with the provisions of
12 Sections VII.A and VII.B above shall be deemed to have waived and forfeited
13 any and all rights he or she may have to appear separately and object, whether by
14 a subsequent objection, intervention, appeal, or any other process, and shall be
15 bound by all the terms of this Settlement Agreement and by all proceedings,
16 orders and judgments, including, but not limited to, the Release and the Final
17 Order and Judgment in the Action. The exclusive means for any challenge to the
18 Settlement Agreement shall be through the provisions of this Section VII.
19 Without limiting the foregoing, any challenge to the Settlement Agreement or
20 Final Order and Judgment shall be pursuant to appeal under the applicable
21 appellate rules, including obtaining permission to intervene, and not through a
22 collateral attack. Class Members may not both object and request exclusion (opt
23 out).

24 **D.** Any Class Member who objects to the Settlement Agreement shall be
25 entitled to all of the benefits of the settlement if the Settlement Agreement and
26 the terms contained herein are approved, as long as the objecting Class Member
27 complies with all requirements of this Settlement Agreement applicable to Class
28

1 Members, including the timely submission of Reimbursement Claim Forms and
2 other requirements herein.

3 **VIII. ATTORNEYS' FEES, COSTS AND EXPENSES AND CLASS
4 REPRESENTATIVE INCENTIVE AWARDS**

5 A. After agreeing to the principal terms set forth in this Settlement
6 Agreement, Class Counsel and Suunto's Counsel negotiated the amount of
7 Attorneys' Fees, Costs and Expenses that, separate and apart from the
8 consideration for this settlement, following application to the Court and subject
9 to Court approval, would be paid by Suunto as the fee award and costs award to
10 Plaintiffs' Counsel. As a result of arms-length negotiations, Class Counsel agrees
11 to make on behalf of all Plaintiffs' Counsel, and Defendants agree not to oppose,
12 an application for an award of Attorneys' Fees, Costs and Expenses in the Action
13 in the amount of \$5 million for attorneys' fees and up to \$280,000.00 in costs
14 and expenses. The Parties agree that Plaintiffs' Counsel are entitled to receive
15 compensation pursuant to the terms of this Section for work performed and costs
16 and expenses incurred in the Related Action as if that work and those costs and
17 expenses were performed and occurred in the Action. This award shall be the
18 sole compensation paid by Defendants for all Plaintiffs' Counsel in the Action
19 and Related Action and/or for work performed for the benefit of the Class. Under
20 this Settlement Agreement, the maximum amount of Attorneys' Fees, Costs and
21 Expenses payable by Suunto is \$5,280,000.

22 B. Such Attorneys' Fees, Costs and Expenses awarded by the Court
23 will be paid by Suunto to Class Counsel within ten (10) business days after the
24 Effective Date, by wire transfer to an account or accounts designated by Class
25 Counsel.

26 C. Class Counsel, in their sole discretion, shall allocate and distribute
27 this award of Attorneys' Fees, Costs and Expenses among Plaintiffs' Counsel.
28

1 D. Class Counsel may petition the Court for incentive awards of up to
2 \$5,000.00 per Class Representative (up to \$10,000 in total) for bringing the
3 Action and Related Action and for their time in connection with the Action and
4 Related Action. Defendants agree not to oppose this request. If awarded, such
5 individual Class Representative awards will be paid by Suunto to Class Counsel
6 on behalf of the Class Representatives within thirty (30) days after the Effective
7 Date, by wire transfer to an account or accounts designated by Class Counsel.
8 Any individual Class Representative awards shall be paid by Suunto in addition
9 to the other benefits of this Settlement Agreement.

10 **IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER AND**
11 **JUDGMENT, AND RELATED ORDERS**

12 A. This Settlement Agreement is conditioned on: (1) the entry of the
13 Preliminary Approval Order, (2) the entry of the Final Order and Judgment, and
14 (3) the occurrence of the Effective Date.

15 B. The Parties shall seek from the Court, within 14 days after execution
16 of this Settlement Agreement, a Preliminary Approval Order in a form
17 substantially similar to Exhibit J. The Preliminary Approval Order shall, among
18 other things:

19 1. Certify, for settlement purposes only, a nationwide Class,
20 approve Plaintiffs as Class Representatives and appoint Class Counsel as counsel
21 for the Class;

22 2. Preliminarily approve the Settlement Agreement;

23 3. Require the dissemination of the Class Notice and the taking
24 of all necessary and appropriate steps to accomplish this task;

25 4. Determine that Class Notice complies with all legal
26 requirements;

27 5. Schedule a date and time for a Fairness Hearing to determine
28 whether the Settlement Agreement should be finally approved by the Court;

1 6. Require Class Members who wish to exclude themselves to
2 submit an appropriate and timely written Request for Exclusion as directed in
3 this Settlement Agreement and Long Form Notice and that a failure to do so shall
4 bind those Class Members who remain in the Class;

5 7. Require Class Members who wish to object to this Settlement
6 Agreement to submit an appropriate and timely written statement as directed in
7 this Settlement Agreement and Long Form Notice;

8 8. Require Class Members who wish to appear at the Fairness
9 Hearing to object to this Settlement Agreement to submit an appropriate and
10 timely written statement as directed in the Settlement Agreement and Long Form
11 Notice;

12 9. Require attorneys representing Class Members objecting to
13 the Settlement Agreement, at such Class Members' expense, to file a notice of
14 appearance as directed in this Settlement Agreement and Long Form Notice;

15 10. Appoint the Settlement Administrator;

16 11. Authorize Defendants to take all necessary and appropriate
17 steps to establish the means necessary to implement the Settlement Agreement;
18 and

19 12. Issue other related orders to effectuate the preliminary
20 approval of the Settlement Agreement.

21 **C.** Within three (3) business days after entry of the Preliminary
22 Approval Order, the Parties shall file any necessary motions in the Related
23 Action, staying the Related Action pending further order of the Court at the
24 Fairness Hearing.

25 **D.** After the Fairness Hearing, the Parties shall seek to obtain from the
26 Court a Final Order and Judgment substantially in the form of Exhibit F. The
27 Final Order and Judgment shall, among other things:

1 1. Find that the Court has personal jurisdiction over all Class
2 Members, that the Court has subject matter jurisdiction over the claims asserted
3 in the Action, and that venue is proper;

4 2. Confirm the certification of the Class for settlement purposes
5 only;

6 3. Finally approve the Settlement Agreement;

7 4. Find that the Class Notice and the Notice Plan methodology
8 complied with all laws;

9 5. Incorporate the Release set forth in the Settlement Agreement
10 and make the Release effective as of the Effective Date;

11 6. Authorize the Parties to implement the terms of the
12 Settlement Agreement;

13 7. Retain jurisdiction relating to the administration,
14 consummation, enforcement, and interpretation of the Settlement Agreement, the
15 Final Order and Judgment, and for any other necessary purpose, pursuant to
16 California Civil Code § 664.6 or otherwise; and

17 8. Issue related Orders to effectuate the final approval of the
18 Settlement Agreement and its implementation.

19 E. Within three (3) business days after the Effective Date, the Parties
20 shall file a stipulation of dismissal with prejudice or substantial equivalent in the
21 Related Action. Until the dismissal with prejudice or substantial equivalent is
22 granted in the Related Action, the Parties shall abide by the terms of this
23 Settlement Agreement and the Releases herein.

24 **X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT
25 AGREEMENT**

26 A. The terms and provisions of this Settlement Agreement may be
27 amended, modified, or expanded by written agreement of the Parties and
28 approval of the Court; provided, however, that after entry of the Final Order and

1 Judgment, the Parties may by written agreement effect such amendments,
2 modifications, or expansions of this Settlement Agreement and its implementing
3 documents (including all exhibits hereto) without further notice to the Class or
4 approval by the Court if such changes are consistent with the Court's Final Order
5 and Judgment and do not limit the rights of Class Members under this Settlement
6 Agreement.

7 **B.** This Settlement Agreement shall terminate at the discretion of either
8 Suunto or the Class Representatives, through Class Counsel, if: (1) the Court, or
9 any appellate court(s), rejects, modifies, or denies approval of any portion of the
10 Settlement Agreement that the terminating party in its (or their) sole judgment
11 and discretion reasonably determine(s) is material, including, without limitation,
12 the terms of relief, the findings, or conclusions of the Court, the provisions
13 relating to notice, the definition of the Class, and/or the terms of the Release; or
14 (2) the Court, or any appellate court(s), does not enter or completely affirm, or
15 alters, narrows or expands, any portion of the Final Order and Judgment, or any
16 of the Court's findings of fact or conclusions of law, that the terminating party in
17 its (or their) sole judgment and discretion reasonably determine(s) is material.
18 The terminating party must exercise the option to withdraw from and terminate
19 this Settlement Agreement, as provided in this Section X, by a signed writing
20 served on the other Parties no later than twenty (20) days after receiving notice of
21 the event prompting the termination.

22 **C.** If an option to withdraw from and terminate this Settlement
23 Agreement arises under Section X.B above, neither Suunto nor Class
24 Representatives are required for any reason or under any circumstance to
25 exercise that option and any exercise of that option shall be in good faith.

26 **D.** If, but only if, this Settlement Agreement is terminated
27 pursuant to Section X.B, above, then:

28

1 1. This Settlement Agreement shall be null and void and shall
2 have no force or effect, and no Party to this Settlement Agreement shall be bound
3 by any of its terms, except for the terms of Section X.D herein;

4 2. The Parties will petition the Court to have any stay orders
5 entered pursuant to this Settlement Agreement lifted and terminate the Action;

6 3. All of the provisions of the Settlement Agreement, and all
7 negotiations, statements, and proceedings relating to it shall be without prejudice
8 to the rights of Defendants, Class Representatives, or any Class Member, all of
9 whom shall be restored to their respective positions existing immediately before
10 the execution of this Settlement Agreement, except that the Parties shall
11 cooperate in requesting that the Court set a new scheduling order such that no
12 Party's substantive or procedural rights are prejudiced by the settlement
13 negotiations and proceedings;

14 4. Suunto and the other Released Parties expressly and
15 affirmatively reserve all defenses, arguments, and motions as to all claims that
16 have been or might later be asserted in the Action and Related Action, including,
17 without limitation, the argument that the Action and Related Action may not be
18 litigated as a class action;

19 5. Class Representatives and all other Class Members, on behalf
20 of themselves and their heirs, assigns, executors, administrators, predecessors,
21 and successors, expressly and affirmatively reserve and do not waive all motions
22 as to, and arguments in support of, all claims, causes of actions or remedies that
23 have been or might later be asserted in Action and Related Action including,
24 without limitation, any argument concerning class certification, and damages;

25 6. Suunto and the other Released Parties expressly and
26 affirmatively reserve and do not waive all motions and positions as to, and
27 arguments in support of, all defenses to the causes of action or remedies that
28 have been sought or might be later asserted in the actions, including without

1 limitation, any argument or position opposing class certification, liability or
2 damages;

3 7. Neither this Settlement Agreement, the fact of its having been
4 made, nor the negotiations leading to it, nor any discovery or action taken by a
5 Party or Class Member pursuant to this Settlement Agreement shall be
6 admissible or entered into evidence for any purpose whatsoever;

7 8. All costs incurred in connection with the settlement,
8 including, but not limited to, notice, publication, claims administration and
9 customer communications are the sole responsibility of Suunto and will be paid
10 by Suunto. Neither the Class Representatives nor Class Counsel shall be
11 responsible for any of these costs or other settlement-related costs; and

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

17 **XI. GENERAL MATTERS AND RESERVATIONS**

18 A. The obligation of the Parties to conclude the Settlement Agreement
19 is and shall be contingent upon each of the following:

20 1. Entry by the Court of the Final Order and Judgment
21 approving the Settlement Agreement, from which the time to appeal has expired
22 or which has remained unmodified after any appeal(s); and

23 2. Any other conditions stated in this Settlement Agreement.

24 B. Class Counsel represent that: (1) they are authorized by the Class
25 Representatives to enter into this Settlement Agreement with respect to the
26 claims in this Action and Related Action; and (2) they are seeking to protect the
27 interests of the Class.

1 C. Class Counsel further represent that the Class Representatives:
2 (1) have agreed to serve as representatives of the Class proposed to be certified
3 herein; (2) are willing, able, and ready to perform all of the duties and obligations
4 of representatives of the Class, including, but not limited to, being involved in
5 discovery and fact finding; (3) have read the pleadings in the Action and Related
6 Action or have had the contents of such pleadings described to them; (4) are
7 familiar with the results of the fact-finding undertaken by Class Counsel;
8 (5) have been kept apprised of settlement negotiations among the Parties, and
9 have either read this Settlement Agreement, including the exhibits annexed
10 hereto, or have received a detailed description of it from Class Counsel and they
11 have agreed to its terms; (6) have consulted with Class Counsel about the Action
12 and Related Action and this Settlement and the obligations imposed on
13 representatives of the Class; (7) have authorized Class Counsel to execute this
14 Settlement Agreement on their behalf; and (8) shall remain and serve as
15 representatives of the Class until the terms of this Settlement Agreement are
16 effectuated, this Settlement Agreement is terminated in accordance with its
17 terms, or the Court at any time determines that said Class Representatives cannot
18 represent the Class.

19 D. The Parties acknowledge and agree that no opinion concerning the
20 tax consequences of the Settlement to Class Members is given or will be given
21 by the Parties, nor are any representations or warranties in this regard made by
22 virtue of this Settlement Agreement. Each Class Member's tax obligations, and
23 the determination thereof, are the sole responsibility of the Class Member, and it
24 is understood that the tax consequences may vary depending on the particular
25 circumstances of each individual Class Member.

26 E. Suunto represents and warrants that the individual(s) executing this
27 Settlement Agreement is authorized to enter into this Settlement Agreement on
28 behalf of Suunto.

1 **F.** Aqua Lung represents and warrants that the individual(s) executing
2 this Settlement Agreement is authorized to enter into this Settlement Agreement
3 on behalf of Aqua Lung.

4 **G.** Air Liquide represents and warrants that the individual(s) executing
5 this Settlement Agreement is authorized to enter into this Settlement Agreement
6 on behalf of Air Liquide.

7 **H.** This Settlement Agreement, complete with its exhibits, sets forth the
8 sole and entire agreement among the Parties with respect to its subject matter,
9 and it may not be altered, amended, or modified except by written instrument
10 executed by Class Counsel and Defendants' Counsel on behalf of Defendants.
11 The Parties expressly acknowledge that no other agreements, arrangements, or
12 understandings not expressed in this Settlement Agreement exist among or
13 between them, and that in deciding to enter into this Settlement Agreement, they
14 rely solely upon their judgment and knowledge. This Settlement Agreement
15 supersedes any prior agreements, understandings, or undertakings (written or
16 oral) by and between the Parties regarding the subject matter of this Settlement
17 Agreement.

18 **I.** This Settlement Agreement and any amendments thereto shall be
19 governed by and interpreted according to the law of the State of California
20 notwithstanding its conflict of laws provisions.

21 **J.** Any disagreement and/or action to enforce this Settlement
22 Agreement shall be commenced and maintained only in the Superior Court of
23 California, County of San Diego.

24 **K.** Whenever this Settlement Agreement requires or contemplates that
25 one of the Parties shall or may give notice to the other, notice shall be provided
26 by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays)
27 express delivery service as follows:

28 ///

1. If to Suunto, then to:

Bradley Fox
Fox Law Group LLC
P.O. Box 1305, 528C Main Ave.
Durango, CO 81302
Tel.: (970) 317-3580
Fax: (866) 348-4107
E-mail: brad@foxgroupllc.com

Ray Berens, General Counsel
Amer Sports Americas
1 Prudential Plaza
130 E. Randolph St. Suite 600
Chicago, IL 60601
Tel: (773) 551-5603
E-mail: ray.berens@amersports.com

Michael Keefe
Attorney at Law
321 N. Clark Street, Suite 500
Chicago, IL 60654
Tel: (508) 776-1671
E-mail: mike@keeffeattorney.com

2. If to Aqua Lung, then to:

John S. Worden
Schiff Hardin LLP
One Market, Spear Street Tower Suite 3100
San Francisco, CA 94105
Tel: (415) 901-8700
Fax: (415) 901-8701
E-mail: jworden@schiffhardin.com

3. If to the Class, then to:

Timothy G. Blood
Blood Hurst & O'Reardon, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Tel: (619) 338-1100
Fax: (619) 338-1101
E-mail: tbllood@bholaw.com

and
Douglas A. Hofmann
Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Tel: (206) 628-6600
Fax: (206) 628-6611
E-mail: dhofmann@williamskastner.com

L. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall

1 not be included. The last day of the period so computed shall be included, unless
2 it is a Saturday, a Sunday or a State Holiday, or, when the act to be done is the
3 filing of a paper in court, a day on which weather or other conditions have made
4 the office of the clerk of the court inaccessible, in which event the period shall
5 run until the end of the next day that is not one of the aforementioned days. As
6 used in this Section “State Holiday” includes New Year’s Day, Birthday of
7 Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day,
8 Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day,
9 Christmas Day, and any other day recognized by the Superior Court of
10 California, County of San Diego.

11 **M.** The Parties reserve the right, subject to the Court’s approval, to
12 agree to any reasonable extensions of time that might be necessary to carry out
13 any of the provisions of this Settlement Agreement.

14 **N.** The Class, Class Representatives, Class Counsel, Suunto, Suunto’s
15 Counsel, Aqua Lung, or Aqua Lung’s Counsel shall not be deemed to be the
16 drafter of this Settlement Agreement or of any particular provision, nor shall they
17 argue that any particular provision should be construed against its drafter. All
18 Parties agree that this Settlement Agreement was drafted by counsel for the
19 Parties during extensive arm’s length negotiations. No parol or other evidence
20 may be offered to explain, construe, contradict, or clarify its terms, the intent of
21 the Parties or their counsel, or the circumstances under which this Settlement
22 Agreement was made or executed.

23 **O.** The Parties expressly acknowledge and agree that this Settlement
24 Agreement and its exhibits, along with all related drafts, motions, pleadings,
25 conversations, negotiations, and correspondence, constitute an offer of
26 compromise and a compromise within the meaning of California Rules of
27 Evidence § 1152 and Federal Rule of Evidence 408. In no event shall this
28 Settlement Agreement, any of its provisions or any negotiations, statements or

1 court proceedings relating to its provisions in any way be construed as, offered
2 as, received as, used as, or deemed to be evidence of any kind in the Action and
3 Related Action, any other action, or in any judicial, administrative, regulatory or
4 other proceeding, except in a proceeding to enforce this Settlement Agreement or
5 the rights of the Parties or their counsel. Without limiting the foregoing, neither
6 this Settlement Agreement nor any related negotiations, statements, or court
7 proceedings shall be construed as, offered as, received as, used as or deemed to
8 be evidence or an admission or concession of any liability or wrongdoing
9 whatsoever on the part of any person or entity, including, but not limited to, the
10 Released Parties, Class Representatives, or the Class or as a waiver by the
11 Released Parties, Class Representatives or the Class of any applicable privileges,
12 claims or defenses.

13 **P.** Class Representatives expressly affirm that the allegations contained
14 in the operative complaint were made in good faith but consider it desirable for
15 the Action and Related Action to be settled and dismissed because of the
16 substantial benefits that the Settlement Agreement will provide to Class
17 Members.

18 **Q.** The Parties, their successors and assigns, and their counsel
19 undertake to implement the terms of this Settlement Agreement in good faith,
20 and to use good faith in resolving any disputes that may arise in the
21 implementation of the terms of this Settlement Agreement.

22 **R.** The waiver by one Party of any breach of this Settlement
23 Agreement by another Party shall not be deemed a waiver of any prior or
24 subsequent breach of this Settlement Agreement.

25 **S.** If one Party to this Settlement Agreement considers another Party to
26 be in breach of its obligations under this Settlement Agreement, that Party must
27 provide the breaching Party with written notice of the alleged breach and provide

1 a reasonable opportunity to cure the breach before taking any action to enforce
2 any rights under this Settlement Agreement.

3 **T.** The Parties, their successors and assigns, and their counsel agree to
4 cooperate fully with one another in seeking Court approval of this Settlement and
5 to use their best efforts to affect the prompt consummation of the settlement.

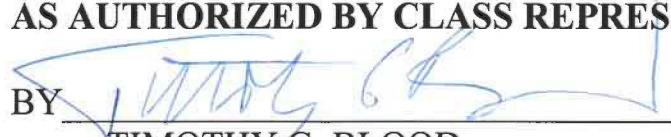
6 **U.** This Settlement Agreement may be signed with a facsimile
7 signature and in counterparts, each of which shall constitute a duplicate original.

8 **V.** In the event any one or more of the provisions contained in this
9 Settlement Agreement shall for any reason be held to be invalid, illegal, or
10 unenforceable in any respect, such invalidity, illegality, or unenforceability shall
11 not affect any other provision if Suunto, on behalf of Defendants, and Class
12 Counsel, on behalf of Class Representatives and Class Members, mutually agree
13 in writing to proceed as if such invalid, illegal, or unenforceable provision had
14 never been included in this Settlement Agreement. Any such agreement shall be
15 reviewed and approved by the Court before it becomes effective.

16 **W.** Notwithstanding any provisions of this Settlement Agreement, Aqua
17 Lung shall provide to the Settlement Administrator such information and
18 assistance as reasonably necessary to allow the Settlement Administrator to
19 fulfill its obligations under the terms of this Settlement Agreement including
20 providing all Class Member contact information.

21 **IN WITNESS WHEREOF,** the Parties have read and understood the
22 terms and conditions of this Agreement, agree to be bound by all of its
23 provisions, and have executed this Settlement Agreement on the date shown by
24 their signatures below.

25 **APPROVED AND AGREED TO BY CLASS COUNSEL
26 AS AUTHORIZED BY CLASS REPRESENTATIVES**

27 BY 
28 TIMOTHY G. BLOOD
 BLOOD HURST & O'REARDON, LLP

DATE: July 18, 2018

1
2 BY Douglas A. Hofmann
3 DOUGLAS A. HOFMANN
4 WILLIAMS, KASTNER & GIBBS, PLLC

DATE: July 18, 2018

5
6 **APPROVED AND AGREED TO BY SUUNTO OY**
7

8 BY _____
9 AUTHORIZED REPRESENTATIVE

DATE: July ___, 2018

10
11 **APPROVED AND AGREED TO BY AQUA LUNG AMERICA, INC.**
12

13 BY _____
14 AUTHORIZED REPRESENTATIVE

DATE: July ___, 2018

15
16 **APPROVED AND AGREED TO BY AIR LIQUIDE S.A.**
17

18 BY _____
19 AUTHORIZED REPRESENTATIVE

DATE: July ___, 2018

1
2 BY _____ DATE: July ___, 2018
3 DOUGLAS A. HOFMANN
4 WILLIAMS, KASTNER & GIBBS, PLLC

5
6 APPROVED AND AGREED TO BY SUUNTO OY

7 BY 
8 AUTHORIZED REPRESENTATIVE DATE: July 17, 2018
9

10
11 APPROVED AND AGREED TO BY AQUA LUNG AMERICA, INC.

12 BY _____ DATE: July ___, 2018
13 AUTHORIZED REPRESENTATIVE

14
15
16 APPROVED AND AGREED TO BY AIR LIQUIDE, S.A.

17 BY _____ DATE: July ___, 2018
18 AUTHORIZED REPRESENTATIVE

1 **AS AUTHORIZED BY CLASS REPRESENTATIVES**

2 BY _____

3 **TIMOTHY G. BLOOD**
4 BLOOD HURST & O'REARDON, LLP

DATE: July ___, 2018

5 BY _____

6 **DOUGLAS A. HOFMANN**
7 WILLIAMS, KASTNER & GIBBS, PLLC

DATE: July ___, 2018

9

10 **APPROVED AND AGREED TO BY SUUNTO OY**

11 BY _____

12 AUTHORIZED REPRESENTATIVE

DATE: July ___, 2018

14

15 **APPROVED AND AGREED TO BY AQUA LUNG AMERICA, INC.**

16 BY _____

17 AUTHORIZED REPRESENTATIVE

DATE: July 20, 2018

18 *[Handwritten signature]*

19 President and CEO

20

21 **APPROVED AND AGREED TO BY AIR LIQUIDE S.A.**

22 BY _____

23 AUTHORIZED REPRESENTATIVE

DATE: July ___, 2018

24

25

26

27

28

1
2 BY _____

DATE: July ___, 2018

3 DOUGLAS A. HOFMANN
4 WILLIAMS, KASTNER & GIBBS, PLLC

5
6 APPROVED AND AGREED TO BY SUUNTO OY

7 BY _____

8 DATE: July ___, 2018

9 AUTHORIZED REPRESENTATIVE

10
11 APPROVED AND AGREED TO BY AQUA LUNG AMERICA, INC.

12 BY _____

13 DATE: July ___, 2018

14 AUTHORIZED REPRESENTATIVE

15
16 APPROVED AND AGREED TO BY AIR LIQUIDE S.A.
17

18 BY _____

19 DATE: July 25, 2018

20 AUTHORIZED REPRESENTATIVE

EXHIBIT A TO STIPULATION OF SETTLEMENT

The Inspection, Repair, Or Replacement Program

The Inspection, Repair, Or Replacement Program

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

A. Inspection, Repair, or Replacement Program Procedures

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

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

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

4. Potential depth pressure sensor failures include the Dive Computer showing the wrong depth or temperature, showing erratic depth or temperature, not reacting to pressure changes, not showing depth, self-diving, or being stuck in an ER mode related to depth pressure sensor failure. These indications may not be conclusive of a depth pressure sensor failure.

5. Class Members who have a good faith belief that their Dive Computer has a depth pressure sensor failure may, at any time during the Inspection, Repair, or Replacement Program period, initiate a claim through the above-described online portal on Suunto's website, through the Settlement Website, by mail, or by appearing in person with the Dive Computer at an authorized Suunto service center. Upon receipt of such a claim, Suunto may, for good cause, request from a Class Member further appropriate evidence to confirm class membership or to

confirm eligibility of a Class Member's Dive Computer under the Inspection, Repair, or Replacement Program. Suunto, with the approval of Class Counsel, may in its discretion deny in whole or in part any submitted Inspection, Repair, or Replacement Program Claim Form where actual or likely fraud or abuse is found. Any disputes will be handled under the Appeal Process below.

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

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

8. Consistent with Suunto's current Service Manuals (as may be reasonably modified from time to time but must remain consistent with the terms of the Settlement Agreement and in no event result in fewer replacements and repairs than under the current Service Manuals), all Dive Computers presented by Class Members through the Inspection, Repair, or Replacement Program shall be inspected, within approximately fourteen (14) days of receipt of the Dive Computer, by a trained technician at an authorized Suunto service center to determine if the depth pressure sensor in the Dive Computer has failed. Consistent with the Service Manuals, before declining to repair or replace a Dive Computer presented for inspection, the inspection shall include a physical assessment of the Dive Computer, review of the dive logs if available, a test dive, condensation test, and any additional testing that is appropriate.

a. Physical Assessment: The physical assessment of the Dive Computer shall include a visual inspection for signs of damage or water leakage. The buttons, sounds, display, backlight, and water contact functionality on the Dive Computer also should be tested, consistent with the Service Manuals, to ensure they are functioning properly, including whether the Dive Computer's temperature measurement and compass readings are accurate.

- b. Dive Log Review: The dive logs on the Dive Computer should be reviewed, if available, to determine whether there are any obvious inaccuracies that occurred during previous dives.
- c. Test Dive: The test dive shall be conducted in a dive simulator pursuant to the procedures set forth in the Service Manuals.
- d. Condensation Test: The condensation test shall be conducted in compliance with all applicable standards as described in the Service Manuals.

9. If, based on the inspection, a depth pressure sensor failure is confirmed, Suunto through its authorized service centers shall repair or replace the Dive Computers pursuant to its established protocols in accordance with the then current Service Manuals at Suunto's determination. The replacement dive computer may be a new or a refurbished Suunto dive computer with similar or better functionality, as of the time of replacement, at Suunto's option in such cases.

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

B. Appeal Process

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

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

1. Specifically excluded from this Inspection, Repair, or Replacement Program are any Dive Computers that were purchased used, or Dive Computers that were purchased for resale. Further excluded from this Inspection, Repair, or Replacement Program are Dive Computers that had a depth pressure sensor failure caused by: a) modification to the Dive Computer, b) overexposure to chemicals, or c) misuse of the Dive Computers, in accordance with the terms of Suunto's warranty as of the date of this Settlement Agreement.

EXHIBIT B TO STIPULATION OF SETTLEMENT

Reimbursement Program

Reimbursement Program

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

A. Reimbursement Program Procedures

1. Suunto will establish a Reimbursement Fund in the total amount of \$775,000 to partially reimburse qualifying Class Members who provide proof sufficient to the Settlement Administrator that their Dive Computer had a depth pressure sensor that failed within ten (10) years of their purchase date and either (i) they discarded the Dive Computer within ten (10) years of their purchase date due to the depth pressure sensor failure and did not receive a repair or replacement of their Dive Computer, or (ii) they purchased a replacement Dive Computer directly or indirectly from one of the Defendants in connection with a warranty program at a cost to the Class Member. Qualifying Class Members will also be able to make a Claim for reimbursement from the Reimbursement Fund for documented out of pocket costs the Class Member incurred in attempting to repair his or her Dive Computer that had a depth pressure sensor failure that occurred within ten (10) years of the date of purchase.

2. To be eligible for the Reimbursement Program, Class Members who purchased a Dive Computer must submit to the Settlement Administrator the following information and documentation within the Claim Period: (1) a valid Reimbursement Claim Form signed under penalty of perjury that will include among other requirements that the Class Member provide appropriate evidence that they meet the requirements of Section 1 above; (2) their proof of purchase or appropriate evidence of their purchase of a Dive Computer; (3) appropriate evidence of a depth pressure sensor failure in their Dive Computer that occurred within ten (10) years of their date of purchase; and (4) one of the following three options: (i) they discarded the Dive Computer within ten (10) years from their purchase date due to the depth pressure sensor failure and did not receive a free repaired or replacement of their Dive Computer, (ii) they discarded the Dive Computer within ten (10) years from their purchase date due to the depth pressure sensor

failure and appropriate evidence that they purchased a replacement Dive Computer directly or indirectly from one of the Defendants in connection with a warranty program at a cost to the Class Member, or (iii) appropriate evidence that they incurred out of pocket costs in attempting to repair the depth pressure sensor problem in their Dive Computer. Specifically excluded from this Reimbursement Program for Class Members are any Class Member's dive computers that were purchased used or dive computers that were purchased for resale. Further excluded from this Reimbursement Program are Dive Computers that fall within Suunto's standard two-year warranty or had a depth pressure sensor failure caused by (a) modification to the Dive Computer, (b) overexposure to chemicals, or (c) misuse of the Dive Computers, in accordance with the terms of Suunto's warranty as of the date of this Settlement Agreement.

B. Reimbursement Program Schedule

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

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

3. The actual amount of reimbursement to a Class Member who files a Claim approved by the Settlement Administrator under the Reimbursement Program may be less than the maximum reimbursement amount stated in the following reimbursement schedule. The Reimbursement Fund shall have a total amount of \$775,000 for Claims approved by the Settlement Administrator. In the event that the aggregate amount of Claims approved by the Settlement Administrator under the Reimbursement Program exceeds the Reimbursement Fund

total amount of \$775,000, each Claim award shall be reduced pro rata. The pro rata decisions of the Settlement Administrator shall be final subject to the terms of the Settlement Agreement.

REIMBURSEMENT SCHEDULE

Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2006			For 2006: Based on 10% of Retail Price
	Cobra	\$695.00	\$69.50
	Vyper	\$516.00	\$51.60
	Gekko	\$295.00	\$29.50
	Vytec	\$760.00	\$76.00
	Vytec DS	\$760.00	\$76.00
	Mosquito	\$425.00	\$42.50
	D6	\$799.00	\$79.90
	D9	\$1,275.00	\$127.50
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2007			For 2007: Based on 10% of Retail Price
	Cobra	\$705.00	\$70.50
	Cobra 2	\$825.00	\$82.50
	Vyper	\$515.00	\$51.50
	Vyper 2	\$590.00	\$59.00
	Gekko	\$315.00	\$31.50
	Vytec	\$700.00	\$70.00
	Vytec DS	\$795.00	\$79.50
	Mosquito	\$465.00	\$46.50
	D6	\$829.00	\$82.90
	D9	\$1,349.00	\$134.90
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2008			For 2008: Based on 10% of Retail Price
	Cobra	\$725.00	\$72.50
	Cobra 2	\$850.00	\$85.00
	Vyper	\$530.00	\$53.00
	Vyper 2	\$615.00	\$61.50

	Gekko	\$325.00	\$32.50
	Vytec	\$650.00	\$65.00
	Vytec DS	\$795.00	\$79.50
	Mosquito	\$400.00	\$40.00
	D4	\$650.00	\$65.00
	D6	\$885.00	\$88.50
	D9	\$1,400.00	\$140.00
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2009			For 2009: Based on 15% of Retail Price
	Cobra	\$725.00	\$108.75
	Cobra 2	\$769.00	\$115.35
	Cobra 3	\$950.00	\$142.50
	Vyper	\$395.00	\$59.25
	Vyper 2	\$615.00	\$92.25
	Vyper Air	\$668.00	\$100.20
	HelO2	\$1,080.00	\$162.00
	Gekko	\$325.00	\$48.75
	Vytec DS	\$795.00	\$119.25
	Mosquito	\$400.00	\$60.00
	D4	\$650.00	\$97.50
	D6	\$898.00	\$134.70
	D9	\$1,498.00	\$224.70
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2010			For 2010: Based on 15% of Retail Price (subject to pro-ration)
	Cobra	\$725.00	\$108.75
	Cobra 2	\$769.00	\$115.35
	Cobra 3	\$895.00	\$134.25
	Vyper	\$425.00	\$63.75
	Vyper 2	\$615.00	\$92.25
	Vyper Air	\$725.00	\$108.75
	HelO2	\$1,200.00	\$180.00
	Gekko	\$325.00	\$48.75

	Vytec DS	\$795.00	\$119.25
	Zoop	\$350.00	\$52.50
	Mosquito	\$400.00	\$60.00
	D4	\$685.00	\$102.75
	D6	\$940.00	\$141.00
	D9	\$1,575.00	\$236.25
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2011			For 2011: Based on 15% of Retail Price
	Cobra	\$695.00	\$104.25
	Cobra 2	\$769.00	\$115.35
	Cobra 3	\$895.00	\$134.25
	Cobra 3 Black	\$895.00	\$134.25
	Vyper	\$425.00	\$63.75
	Vyper 2	\$550.00	\$82.50
	Vyper Air	\$725.00	\$108.75
	HelO2	\$1,200.00	\$180.00
	Gekko	\$325.00	\$48.75
	Vytec DS	\$795.00	\$119.25
	Zoop	\$300.00	\$45.00
	Mosquito	\$400.00	\$60.00
	D4	\$685.00	\$102.75
	D6	\$940.00	\$141.00
	D9	\$1,575.00	\$236.25
	D4i	\$685.00	\$102.75
	D6i	\$940.00	\$141.00
	D9tx	\$1,575.00	\$236.25
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2012			For 2012: Based on 15% of Retail Price
	Cobra	\$695.00	\$104.25
	Cobra 3	\$1,075.00	\$161.25

	Cobra 3 Black	\$895.00	\$134.25
	Vyper	\$425.00	\$63.75
	Vyper 2	\$575.00	\$86.25
	Vyper Air	\$695.00	\$104.25
	HelO2	\$1,050.00	\$157.50
	Gekko	\$325.00	\$48.75
	Zoop	\$300.00	\$45.00
	Mosquito	\$400.00	\$60.00
	D4	\$685.00	\$102.75
	D6	\$940.00	\$141.00
	D9	\$1,575.00	\$236.25
	D4i	\$725.00	\$108.75
	D6i	\$1,100.00	\$165.00
	D9tx	\$1,595.00	\$239.25
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2013			For 2013: Based on 20% of Retail Price
	Cobra	\$599.00	\$119.80
	Cobra 3	\$899.00	\$179.80
	Cobra 3 Black	\$749.00	\$149.80
	Vyper	\$425.00	\$85.00
	Vyper Air	\$695.00	\$139.00
	HelO2	\$1,050.00	\$210.00
	Zoop	\$300.00	\$60.00
	D4	\$695.00	\$139.00
	D6	\$940.00	\$188.00
	D9	\$1,575.00	\$315.00
	D4i	\$725.00	\$145.00
	D6i	\$1,100.00	\$220.00
	D9tx	\$1,575.00	\$315.00
	DX	\$1,699.00	\$339.80

Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2014			For 2014: Based on 35% of Retail Price
	Cobra	\$599.00	\$209.65
	Cobra 3	\$899.00	\$314.65
	Cobra 3 Black	\$749.00	\$262.15
	Vyper	\$425.00	\$148.75
	Vyper Air	\$695.00	\$243.25
	HelO2	\$1,050.00	\$267.50
	Zoop	\$300.00	\$105.00
	D4i	\$670.00	\$234.50
	D6i	\$1,100.00	\$385.00
	D4i Novo	\$765.00	\$267.75
	D9tx	\$1,585.00	\$554.75
	DX	\$1,725.00	\$603.75
Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)
2015			For 2015: Based on 45% of Retail Price
	Cobra	\$599.00	\$269.55
	Cobra 3	\$899.00	\$404.55
	Cobra 3 Black	\$749.00	\$337.05
	Vyper	\$445.00	\$200.25
	Vyper Air	\$725.00	\$326.25
	HelO2	\$1,050.00	\$472.50
	Zoop	\$300.00	\$135.00
	D4i	\$685.00	\$308.25
	D6i	\$1,100.00	\$495.00
	D4i Novo	\$825.00	\$371.25
	D9tx	\$1,585.00	\$713.25
	DX	\$1,595.00	\$717.75

Purchase Year	Model	Retail Price for Purpose of This Settlement Agreement	Maximum Reimbursement Amount (Subject to Pro-Ration)	
2016		For 2016: Based on 50% of Retail Price		
	Cobra	\$599.00	\$299.50	
	Cobra 3 Black	\$749.00	\$374.50	
	Vyper	\$425.00	\$212.50	
	Vyper Novo	\$730.00	\$365.00	
	Vyper Air	\$695.00	\$347.50	
	HelO2	\$1,050.00	\$525.00	
	Zoop	\$300.00	\$150.00	
	Zoop Novo	\$330.00	\$165.00	
	D4i	\$685.00	\$342.50	
	D6i	\$1,100.00	\$550.00	
	D4i Novo	\$825.00	\$412.50	
	D6i Novo	\$1,175.00	\$587.50	
	D9tx	\$1,585.00	\$792.50	
	DX	\$1,595.00	\$797.50	
2017	Dive Computers purchased in 2017 are subject to Suunto's 2-year warranty.			
2018	Dive Computers purchased in 2018 are subject to Suunto's 2-year warranty.			

EXHIBIT C TO STIPULATION OF SETTLEMENT

The Educational and Outreach Program

The Education and Outreach Program

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

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

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

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

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

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

EXHIBIT D TO STIPULATION OF SETTLEMENT

Direct Mail Notice to Class Members

Direct Mail Notice to Class Members

Front:

Settlement Administrator in
Huntzinger v. Suunto Oy, et al.
[Address]
[City, State ZIP Code]

[Name]
[Address]
[City, State ZIP Code]

Legal Notice

Inside:

If you previously purchased a new Suunto Dive Computer, you may be a Class Member and may be entitled to relief from a proposed class action settlement.

A proposed settlement has been reached in a class action alleging that the depth pressure sensors in Suunto Dive Computers are defective. Defendants deny that the Dive Computers are defective. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

Records available to Suunto and Aqua Lung indicate that you may be a Class Member. **If you are a Class Member, your rights may be affected, even if you take no action. You may be required to take action in order to get money, obtain other benefits and/or to protect your rights. This settlement does not involve claims of personal injury or wrongful death.**

You may participate in the free Inspection, Repair or Replacement Program. If you believe that your Dive Computer has a faulty depth pressure sensor, your Dive Computer will be inspected at no cost, and, if a failure is confirmed, it will be repaired or replaced for free. You can participate in the Inspection, Repair or Replacement Program beginning after the date the settlement is finally approved and all appeals, if any, are resolved in favor of the settlement, up until the longer of: (a) 10 years from the date that your Dive Computer was manufactured, or (b) 1 year from the date the settlement is finally approved and all appeals, if any, are resolved in favor of the settlement. Go to [www.website.com] or www.suunto.com, or call [**toll number**] for more information.

You also may seek reimbursement for certain out of pocket costs. To get reimbursed, you must submit a Reimbursement Claim Form by [**date**]. The Reimbursement Claim Form is included with this letter and is also available at [www.website.com] and can be submitted there. PADI eLearning certification or online training classes also may become available under the terms of the settlement. To participate, you can register by going to [www.website.com].

If you think you may be a Class Member, you should immediately obtain the Long Form Notice for more information by: (1) going to [www.website.com]; (2) calling, toll-free [number]; and/or (3) writing to Settlement Administrator at [address, city, state ZIP code]. *Para ver este aviso en español, visita [www.website.com]*. Other key deadlines are [date] for requests to be excluded and objections, and [date] for the Fairness Hearing. All deadlines are available (and may be updated) at [www.website.com]. You can also find more information on how to determine whether you are a Class Member by going to [www.website.com].

If you are a Class Member, you must consult www.[website].com
to determine how this settlement may affect you.

EXHIBIT E TO STIPULATION OF SETTLEMENT

Email Notice to Class Members

Email Notice to Class Members

Re: Suunto Dive Computer Settlement

Legal Notice

If you previously purchased a new Suunto Dive Computer, a class action settlement may provide you certain benefits and relief.

This notice is being sent regarding a proposed class action settlement involving certain Suunto Dive Computers with allegedly defective depth pressure sensors. A proposed settlement has been reached and you have been identified as a potential Class Member.

Who is included?

Under the settlement, Class Members are all individuals who purchased new in the United States one or more of the following models of Suunto Dive Computers that was manufactured from January 1, 2006 to [DATE]: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX. Retailers or other individuals who purchased a Dive Computer for resale or individuals who purchased used Dive Computers are not Class Members.

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

What does the settlement provide?

Under the settlement, every Class Member who have a good faith belief that their Dive Computer has experienced a depth pressure sensor failure is entitled to have his or her Dive Computer inspected to determine whether the Dive Computer has a faulty depth pressure sensor. If it does, Suunto will repair your Dive Computer or replace it for free. Class Members can take advantage of the Inspection, Repair, or Replacement program for the longer of ten years from the date of manufacture of the Dive Computer or one year from the date the settlement is finally approved and all appeals, if any, are resolved in favor of the settlement. Go to [www.website.com] or www.suunto.com for more information on how to submit your Dive Computer for inspection.

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

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

What are my other options?

You may ask to get out (opt out) of the proposed settlement. If you want to opt out, you must do so by [DATE]. If you opt out, you will not be entitled to any of the settlement benefits and you cannot object to the settlement. If you stay in the Class, you may object to any part of the settlement by filing an objection by [DATE].

How can I get more information?

For additional information on the settlement, important dates, how to determine your Dive Computer's date of manufacture, to submit a Claim and to see the long form notice, go to [www.website.com], call the settlement hotline at [**TOLL FREE NUMBER**], or send a request by mail to: [**settlement administrator mailing info**].

Para ver este aviso en español visita [www.website.com].

Source: Superior Court for the State of California, County of San Diego

EXHIBIT F TO STIPULATION OF SETTLEMENT

[Proposed] Final Order and Judgment

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

RALPH A. HUNTZINGER and ERIC
BUSH, on Behalf of Themselves and All
Others Similarly Situated

Plaintiffs,

V.

SUUNTO OY and AQUA LUNG
AMERICA, INC.,

Defendants.

Case No.: 37-2018-00027159-CU-BT-CTL

CLASS ACTION

[PROPOSED] FINAL ORDER AND JUDGMENT

Dept: C-66
Judge: Hon. Kenneth J. Medel

Date Filed: June 1, 2018

1 This matter came on for hearing on _____. The Court has considered the Settlement
2 Agreement, objections regarding the proposed settlement submitted by [ADD NAMES OF
3 OBJECTORS, IF ANY], the submissions of the Parties, the record in the Action, the evidence
4 presented, and the arguments presented by counsel. Good cause appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

6 1. The Court, for purposes of this Final Order and Judgment (“Judgment”) adopts
7 and incorporates the terms and conditions set forth in the Settlement Agreement filed with this
8 Court on _____, 2018. Throughout this Judgment, the capitalized words are given the same
9 meaning ascribed in the Settlement Agreement.

10 2. The Parties to the Settlement Agreement are Plaintiffs Eric Bush and Ralph A.
11 Huntzinger and Defendants Suunto Oy (“Suunto”) and Aqua Lung America, Inc. (“Aqua
12 Lung”) (together, “Defendants”) and Air Liquide S.A., Aqua Lung’s former parent company.
13 This Court has jurisdiction over the subject matter of this litigation and over all Parties to the
14 Action and Class members who did not timely exclude themselves from the Class.

15 3. The Court finds that certification of the Class for settlement purposes as
16 conditionally ordered in the Preliminary Approval Order is appropriate. The Class for
17 settlement purposes means all individuals who purchased new one or more of the following
18 Suunto Dive Computers in the United States (including the fifty states, the District of
19 Columbia, Puerto Rico and all other United States territories and/or possessions) that was
20 manufactured from January 1, 2006 through [DATE OF PRELIMINARY APPROVAL
21 ORDER]: Suunto Cobra, Suunto Cobra 2, Suunto Cobra 3, Suunto Cobra 3 Black, Suunto
22 Vyper, Suunto Vyper Novo, Suunto Vyper 2, Suunto Vyper Air, Suunto HelO2, Suunto
23 Gekko, Suunto Vytec, Suunto Vytec DS, Suunto Zoop, Suunto Zoop Novo, Suunto Mosquito,
24 Suunto D4, Suunto D6, Suunto D9, Suunto D4i, Suunto D6i, Suunto D4i Novo, Suunto D6i
25 Novo, Suunto D9tx, and Suunto DX. Excluded from the Class are: (a) the Defendants and their
26 respective officers, directors and employees; (b) Plaintiffs’ Counsel; (c) the judge(s) presiding
27 over the Action and Related Action and immediate court staff assigned to the Action and
28 Related Action; (d) individuals who purchased used Dive Computers as to those used

1 purchases; (e) retailers or others who purchased Suunto's Dive Computers for resale; and (f)
2 individuals who timely and properly excluded themselves from the Class. The list of excluded
3 Class Members is attached as Exhibit A. All Class Members who did not exclude themselves
4 from the Class are bound by this Judgment and the terms of the Settlement Agreement.

5 4. The Court finds that the Class Notice and the Notice Program implemented
6 pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best
7 notice practicable under the circumstances to all persons within the definition of the Class and
8 fully complied with the due process requirement under all applicable statutes and laws and
9 with the California Rules of Court.

10 5. The Court hereby adopts and approves the Settlement Agreement, and finds
11 that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable
12 requirements of the California Code of Civil Procedure ("C.C.P.") and the California Civil
13 Code ("Cal. Civ. Code"), the United States Constitution (including the Due Process Clause),
14 and all other applicable law, and in the best interests of the Parties and the Class. The
15 objections submitted by the Class Members identified above have been considered and are
16 overruled. Accordingly, the Court directs the Parties and their counsel to implement and
17 consummate this settlement in accordance with the terms and conditions of the Settlement
18 Agreement.

19 6. Class Representatives and each Class Member, for themselves, their
20 beneficiaries, executors, conservators, personal representatives, wards, heirs, predecessors,
21 successors, and affiliates shall be deemed to have, and by operation of the Judgment shall
22 have, fully, finally and forever released, relinquished and discharged all Released Claims
23 against the Released Parties in accordance with the Settlement Agreement. Class
24 Representatives shall be deemed to, as of the Effective Date, finally, fully, and forever
25 expressly waive and relinquish with respect to the Released Claims, any and all provisions,
26 rights, and benefits of Cal. Civ. Code § 1542, and any and all similar provisions, rights, and
27 benefits conferred by any law of any state or territory of the United States or principle of

1 common law that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which
2 provides:

3 A general release does not extend to claims which the creditor does not know or
4 suspect to exist in his or her favor at the time of executing the release, which if
5 known by him or her must have materially affected his or her settlement with
the debtor.

6 Class Representatives and Class Members are also deemed to acknowledge and understand
7 that they may later discover claims presently unknown or unsuspected, or facts in addition to
8 or different from those which they now believe to be true with respect to the matters released
9 in the Settlement Agreement. Nevertheless, Class Representatives and Class Members fully,
10 finally, and forever release the Released Claims against the Released Parties that exist,
11 hereafter may exist, or might have existed, in accordance with the Settlement Agreement.

12 7. Class Counsel have applied for an award of attorneys' fees in the amount of
13 \$5,000,000 (Five Million dollars) and out-of-pocket litigation expenses that have not already
14 been reimbursed in the amount of \$280,000 (Two Hundred Eighty Thousand dollars) to be
15 paid by Suunto in addition to the relief provided for in the Settlement Agreement. The Court
16 finds that these Attorneys' Fees, Costs and Expenses are reasonable and were reasonably
17 incurred in the course of the litigation. Plaintiffs' Counsel is entitled to payment of these fees,
18 costs and expenses in the manner set forth in the Settlement Agreement. Class Counsel have
19 also applied for the payment of an incentive award for Plaintiffs and Class Representatives
20 Eric Bush and Ralph A. Huntzinger in the amount of \$5,000 each. The Court finds these
21 incentive awards reasonable and directs that they be paid as set forth in the Settlement
22 Agreement.

23 8. Without affecting the finality of this Judgment in any way, this Court hereby
24 retains continuing jurisdiction over the administration, consummation, enforcement, and
25 interpretation of the Settlement Agreement, this Judgment, and for any other necessary
26 purpose, pursuant to C.C.P. § 664.6 or otherwise.

27 9. The Settlement Agreement and this Judgment are not admissions of liability or
28 fault by Defendants or the Released Parties, or a finding of the validity of any claims in the

1 Action or Related Action of any wrongdoing or violation of law by Defendants or Released
2 Parties. Neither this Judgment, nor any of its terms or provisions, nor any of the negotiations
3 or proceedings connected with it, shall be offered as evidence or received in evidence in any
4 pending or future civil, criminal, or administrative action or proceeding to establish any
5 liability of, or admission by Defendants, the Released Parties, or any of them.
6 Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the
7 use of this Judgment in a proceeding to consummate or enforce the Settlement Agreement or
8 Judgment, or to defend against the assertion of the Released Claims in any other proceeding,
9 or as otherwise required by law.

10 10. The Clerk of the Court is hereby ordered to enter this Judgment forthwith. Final
11 Judgment is hereby entered on this _____ day of _____, 2018.

IT IS SO ORDERED.

13 || Dated:

By:

HON. KENNETH J. MEDEL
JUDGE OF THE SUPERIOR COURT

EXHIBIT G TO STIPULATION OF SETTLEMENT

Inspection, Repair or
Replacement Program Claim Form

INSPECTION, REPAIR OR REPLACEMENT PROGRAM CLAIM FORM*Huntzinger v. Suunto Oy et al.*

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

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

For more information on the Inspection, Repair or Replacement Program, where to locate the serial number on your Dive Computer, and for a list of authorized Suunto service centers go to [www.website.com] or www.suunto.com.

Name:		
Last	First	Middle Initial
Your Address:		
Number/Street/P.O. Box No.		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Dive Computer Serial Number:	Date of Purchase:	
Place of Purchase (e.g., store) and City and State of Purchase:		

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

Signature: _____

Date: _____

EXHIBIT H TO STIPULATION OF SETTLEMENT

Long Form Notice

Superior Court of the State of California, San Diego County

**If You Previously Purchased a New Suunto Dive Computer in the United States,
A Settlement Has Been Reached that May Affect Your Rights.**

Para ver este aviso en espanol, visita [www.\[SuuntoDiveComputerSettlement.com\]](http://www.[SuuntoDiveComputerSettlement.com])

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

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

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all your options and associated deadlines. The name of the lawsuit is *Huntzinger v. Suunto Oy, et al.*, Case No. 37-2018-00027159-CU-BT-CTL. The defendants are Suunto and Aqua Lung. This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still must decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check [www.website.com] regularly for updates.

YOUR RIGHTS AND CHOICES

YOU MAY:		DATE/CLAIM PERIOD
SEEK INSPECTION OF YOUR DIVE COMPUTER UNDER THE INSPECTION, REPAIR AND REPLACEMENT PROGRAM	You are entitled to have your Dive Computer inspected by an authorized Suunto service center to determine whether your Dive Computer has a faulty depth pressure sensor. If the inspection shows that your Dive Computer has a faulty pressure sensor, Suunto will either repair the Dive Computer or replace it, at no cost to you.	<i>The longer of either (a) ten (10) years from the date the Dive Computer was manufactured; or (b) one (1) year from the date of Effective Date</i>
FILE A CLAIM TO SEEK REIMBURSEMENT	You may submit a claim for reimbursement if you purchased a Dive Computer that had a depth pressure sensor failure and you either (a) discarded the Dive Computer due to the depth pressure sensor failure and did not receive a free repaired or replacement dive computer, or (b) purchased a replacement Dive Computer from one of the Defendants as part of a warranty program at a cost to you. You may also seek reimbursement for out-of-pocket costs incurred in attempting to repair your Dive Computer that had a depth pressure sensor failure. All claims must comply with the Reimbursement Program Protocols. This is the <u>only</u> way that you can get reimbursed. The amount of reimbursement money paid to you shall be limited according to the terms of the Settlement Agreement.	<i>Thirty (30) days after the date first set by the Court for the Fairness Hearing but no less than six (6) months from the Initial Notice Date</i>
OBJECT	Write to the Court about why you do not like the proposed settlement.	<i>[date]</i>
EXCLUDE YOURSELF	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Suunto and Aqua Lung about the issues in your own personal lawsuit. If you opt out of the settlement, you cannot object to it.	<i>[date]</i>
APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear.	<i>[Appearance deadline - date] [Fairness Hearing date and time]</i>
DO NOTHING	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Suunto and Aqua Lung about the issues in the lawsuit.	

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

2. What is the lawsuit about?

The class action lawsuit claims that the depth pressure sensors in certain Dive Computers manufactured and sold by Suunto and distributed and sold by Aqua Lung are defective, resulting in inaccuracies in depth and temperature readings. The lawsuit pursues claims for violations of consumer protection statutes and breach of implied warranty. You can read the Complaint by visiting [www.website.com]. Suunto and Aqua Lung deny that they have violated any law, deny that they engaged in any wrongdoing, and deny that there is any defect with respect to the depth pressure sensors in the Suunto Dive Computers. The parties agreed to resolve these matters before these issues were decided by the Court.

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

On May 21, 2015, Ralph Huntzinger filed a class action complaint in *Huntzinger v. Aqua Lung America, Inc.*, Case No. 3:15-cv-01146 (S.D. Cal.) alleging that Aqua Lung distributed, advertised and sold certain Suunto Dive Computers that allegedly have a defective depth pressure sensor, resulting in inaccuracies in depth and temperature readings. Plaintiff Huntzinger alleged that as a result, he and others similarly situated sustained economic losses.

On December 10, 2015, the United States District Court for the Southern District of California issued an Order granting in part and denying in part Aqua Lung's motion to dismiss plaintiff Huntzinger's complaint but granted plaintiff Huntzinger leave to amend. On January 7, 2016, plaintiff Huntzinger filed a First Amended Complaint, alleging claims for violations of California's Unfair Competition Law and Consumers Legal Remedies Act and for breach of implied warranty of merchantability. On January 21, 2016, Aqua Lung answered the First Amended Complaint.

On June 5, 2017, a Second Amended Complaint was filed, adding Suunto as a defendant and Eric Bush as a plaintiff. The Second Amended Complaint alleged that Suunto designed, manufactured, advertised, and sold and Aqua Lung distributed, advertised, and sold certain Suunto Dive Computers with allegedly defective depth pressure sensors that resulted in inaccuracies in depth and temperature readings. Plaintiffs Huntzinger and Bush alleged Aqua Lung and Suunto violated California's Unfair Competition Law and Consumers Legal Remedies Act and breached the

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implied warranty. On July 5, 2017, Aqua Lung answered the Second Amended Complaint.

On January 8, 2018, the United States District Court for the Southern District of California issued an Order granting in part and denying in part Suunto's motion to dismiss the Second Amended Complaint. The Court dismissed plaintiffs' implied warranty claims against Suunto, but the Court upheld plaintiffs' claims under California's Unfair Competition Law and Consumers Legal Remedies Act. On January 22, 2018, Suunto answered the Second Amended Complaint.

On June 1, 2018, plaintiffs Huntzinger and Bush filed a complaint in *Huntzinger v. Suunto Oy et al.*, Case No. 37-2018-00027159-CU-BT-CTL (San Diego Superior Ct.), alleging Suunto designed, manufactured, advertised, and sold and Aqua Lung distributed, advertised, and sold certain Suunto Dive Computers with allegedly defective depth pressure sensors. Plaintiffs Huntzinger and Bush alleged Defendants violated California's Unfair Competition Law and Consumers Legal Remedies Act and breached the implied warranty of merchantability. Plaintiffs' complaint also expanded the allegations to include additional models of Suunto Dive Computers.

3. What dive computers are included in the settlement?

The following Suunto Dive Computer models (called the "Dive Computers") manufactured from January 1, 2006 through [Preliminary Approval Order] and purchased new in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX.

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

The serial number is in three formats:

- 8 digits: the first number is the last digit of the year of manufacture, except for serial numbers beginning with "99" (see below).

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

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

For individuals who purchased a used dive computer, those used dive computers are not part of the settlement and such individuals are not members of the Class for such used dive computer.

4. Why is this a class action?

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

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Defendants from liability. The settlement does not mean that Defendants broke any laws or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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B. WHO IS IN THE SETTLEMENT?

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

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

You are part of the settlement if you are an individual who purchased a new Suunto Dive Computer described in section 3 in any of the fifty United States, the District of Columbia, Puerto Rico or any of the territories or possessions of the United States. This group of purchasers is called the “Class.”

Excluded from the Class are: (a) Defendants and their respective officers, directors and employees; (b) Plaintiffs’ Counsel; (c) judges assigned to these lawsuits and their immediate associated court staff; (d) individuals who purchased used Dive Computers as to those used purchases; (e) retailers or others who purchased a Suunto Dive Computer for resale; and (f) individuals who timely and properly exclude themselves from the Class.

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

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

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

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the settlement. The Inspection, Repair or Replacement Program may be implemented right away, if Suunto decides to do so. However, no benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires and any appeals are resolved in favor of the settlement. We

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do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that will have to be resolved in favor of the settlement before certain benefits can be provided, so we do not know precisely when any benefits may be available. Please check [www.website.com] regularly for updates regarding the settlement.

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

a. Inspection, Repair or Replacement Program

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

The Inspection, Repair or Replacement Program will begin following the date the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement and will be calculated by the longer of: (a) ten (10) years from the date of manufacture of the Dive Computer, or (b) one (1) year from the date the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

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

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

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

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

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

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

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

b. Claim Reimbursement

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed if you (a) are a Class Member; (b) your Dive Computer had a depth pressure sensor failure; and either (c) you no longer have that Dive Computer to send in for inspection because you discarded it within ten (10) years of your purchase date due to the depth pressure sensor failure, and you did not receive a free repaired or replacement Dive Computer or you purchased a replacement Dive Computer directly or indirectly from one of the Defendants as part of a warranty program at a cost to you; or (d) you previously paid for repairs to your Dive Computer in an attempt to fix a depth pressure sensor failure. To be eligible for reimbursement, you must submit a Reimbursement Claim Form and supporting documentation. All valid Reimbursement Claim Forms will be paid based on the schedule set forth in the Reimbursement Program Protocols.

The Reimbursement Claim Form is attached to this Notice and is also available at [website]. The Reimbursement Program Protocols are also available at [website].

You must submit your Reimbursement Claim Form and any supporting documentation to the Settlement Administrator through the Settlement Website or U.S. mail. The deadline to submit Reimbursement Claim Forms is thirty (30) days after the date first set by the Court for the Fairness Hearing, but no less than six (6) months from the date notice commences.

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

The Settlement Administrator will review your Reimbursement Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but payment of claims is not

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required to occur until after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

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

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

If your reimbursement claim is accepted for payment, the Settlement Administrator will use its best efforts to pay of your claim within ninety (90) days after the settlement is finally approved and all appeals, if any, are resolved in favor of upholding the settlement.

Important: To receive reimbursement for a Claim, eligible Class Members must complete and submit the Reimbursement Claim Form during the Claim Period, which shall run from **[date of the Initial Notice Date]** up to and including thirty (30) days after the date first set by the Court for the Fairness Hearing, which is currently scheduled for **[date]**, but in no event will be less than six (6) months from the Initial Notice date.

The Reimbursement Claim Form is attached to this Notice. You also can complete and submit a Reimbursement Claim Form online at **[www.website.com]**. Alternatively, you can obtain a Reimbursement Claim Form from the Settlement Website, print it out, complete it, and mail it on or before **[date]** to the Settlement Administrator at **[contact and address]**. If you previously purchased a Dive Computer that had a depth pressure sensor failure, you no longer have that Dive Computer to send in for inspection, and you did not receive a replacement or you purchased a replacement Dive Computer from one of the Defendants at a cost, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation. Similarly, if you previously paid for repairs to your Dive Computer in an attempt to fix a depth pressure sensor failure, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation.

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

d. PADI Program

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

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

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

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

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

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

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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10. If I exclude myself, can I get anything from this settlement?

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

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

Unless you exclude yourself, you give up the right to sue Suunto and Aqua Lung for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Suunto and Aqua Lung about the issues in the lawsuit.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must complete and send the Request for Exclusion form or a letter containing the same information sent by mail saying that you want to be excluded from the settlement in *Huntzinger v. Suunto Oy et al.* and mention the case number (Case No. 37-2018-00027159-CU-BT-CTL). The Request for Exclusion form is attached to this Notice and also available at [www.website.com]. If you do not want to complete the Request for Exclusion form, you may also send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out). **The letter must be signed by you and include your name, address, state that you are a Class Member, your telephone number, and email address.** You can't ask to be excluded over the phone or at the Settlement Website. You **must** mail your Request for Exclusion form or letter with your exclusion request postmarked no later than [date] to:

[contact and address]

Your Request for Exclusion form or letter with your exclusion request must be received by [contact] no later than [date] to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.website.com] regularly for updates regarding the settlement.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Class Counsel”: Timothy G. Blood and Paula R. Brown at Blood Hurst and O’Reardon, LLP and Douglas A. Hofmann and John A. Knox at Williams, Kastner & Gibbs PLLC, are Class Counsel. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Class Counsel’s information is as follows:

Timothy G. Blood	Douglas A. Hofmann
Paula R. Brown	John A. Knox
Blood Hurst & O’Reardon, LLP	Williams, Kastner & Gibbs PLLC
501 West Broadway, Suite 1490	601 Union Street, Suite 4100
San Diego, CA 92101	Seattle, WA 98101
Tel: (619) 338-1100	Tel: (206) 628-6600
Fax: (619) 338-1101	Fax: (206) 628-6611
Web: www.bholaw.com	Web: www.williamskastner.com

14. How will the lawyers be paid?

The law firms that worked on these lawsuits will ask the Court for an award of attorneys’ fees in the amount of \$5 million and for reimbursement of their out-of-pocket costs and expenses in an amount not to exceed \$280,000. Suunto and Aqua Lung will not oppose the request for attorneys’ fees, costs and expenses in these amounts.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of \$5,000 for the time and effort each spent representing Class Members. Suunto and Aqua Lung will not oppose the request for Class Representative service awards in this amount.

The Court must approve the request for attorneys’ fees, costs and expenses and the request for service awards. The amounts awarded by the Court will be paid by Suunto in addition to all other settlement benefits. Under no circumstances will Suunto’s payment of attorneys’ fees, costs and expenses and Class Representative service awards reduce your settlement benefits.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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F. OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must send a written objection **signed by you** saying that you object to the settlement in *Huntzinger v. Suunto Oy. et al.*, Case No. 37-2018-00027159-CU-BT-CTL, to the Clerk of Court (identified below) so that it is received and filed no later than [date].

In your objection, you must include: (a) a heading which refers to the lawsuit, *Huntzinger v. Suunto Oy, et al.*, Case No. 37-2018-00027159-CU-BT-CTL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (f) a statement that the objector is a Class Member, including the Class Member's model Dive Computer and the country, location and approximate date of purchase of the Dive Computer; and (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient). Any documents supporting the objection must also be attached to the objection. If any testimony is to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may object to the settlement either on their own or through an attorney retained at their own expense.

Objections must be mailed to:

Clerk of Court

Superior Court of the State of California, County of San Diego

330 West Broadway

San Diego, California 92101

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

16. What is the difference between objecting and excluding?

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

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Suunto or Aqua Lung over the issues in the lawsuit.

G. THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at [a.m./p.m.] on [date], in Department C-66 of the Superior Court for the State of California, County of San Diego, located at 330 West Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See Question 19 below*). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Huntzinger v. Suunto Oy, et al.*” to the Clerk of Court so that it is received and filed no later than [date]. You must include your name, address, telephone number, the model of your Dive Computer and the county, location and approximate date of purchase, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at [a/p.m.] on [date]. You cannot speak at the hearing if you excluded yourself from the Class. You must also send a copy of your Notice of Intention to Appear to Class Counsel, Suunto’s Counsel, and Aqua Lung’s Counsel at:

Suunto’s Counsel
Bradley Fox
Fox Law Group LLC
P.O. Box 1305, 528C Main Ave.
Durango, CO 81302

Aqua Lung’s Counsel
John S. Worden
Schiff Hardin LLP
One Market, Spear Street Tower Suite 3100
San Francisco, CA 94105

Class Counsel
Timothy G. Blood
Blood Hurst & O'Reardon, LLP
501 West Broad, Suite 1490
San Diego, CA 92101

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Forms, at [www.website.com]. You can also call the toll-free number, [number] or write the Settlement Administrator at [contact and address]. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the settlement be final?

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

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

PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

APPENDIX A

Section V from the Settlement Agreement – Release and Waiver

In consideration for the Settlement Agreement, the Releasing Parties, on behalf of themselves and any other legal or natural individuals who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from the following released claims (“Released Claims”): any and all claims, demands, actions, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, the Related Action, and the allegations concerning the Dive Computers including but not limited to allegations of defects involving the software, hardware or any components in the Suunto Dive Computers as alleged in the Action and Related Action, that arose out of, were raised as claims in or could have been raised as claims in, or connected to the Action, Related Action and the allegations concerning the Dive Computers including but not limited to allegations of defects involving the software, hardware or any components in the Suunto Dive Computers as alleged in the Action and Related Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys’ fees, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any other claims of any kind arising from, related to, connected with, and/or in any way involving the Action, the Related Action, or could have been alleged or described in the Complaint in the Action, and the Complaint, First Amended

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Complaint, and the Second Amended Complaint in the Related Action or any amendments of the Action or the Related Action, including, but not limited to, the design, manufacturing, advertising, replacement, repair, testing, marketing, functionality, or sale of the Dive Computers as alleged. Notwithstanding the foregoing, Class Representatives and Class Members are not releasing claims for personal injury or wrongful death arising from the Dive Computers.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

APPENDIX B

Inspection, Repair and Replacement Program Claim Form

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

APPENDIX C

Reimbursement Program Claim Form

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

APPENDIX D

Request for Exclusion Form

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

EXHIBIT I TO STIPULATION OF SETTLEMENT

Notice Plan by JND Legal Administration



HUNTZINGER V. AQUA LUNG AMERICA, INC. NOTICE PLAN

JULY 11, 2018

NOTICE PLAN RATIONALE

Based on research from the diving industry, as well as the media tools available to us, we estimate the number of recreational and commercial divers in the U.S. to be over 3 million. Given the niche industry and the class size for Suunto Dive Computers, we designed this notice plan with an emphasis on the diving industry, utilizing an array of detailed and targeted publications and trade sites that specifically reach scuba divers, diving clubs, and organizations who will benefit from this notice. Using research from GfK MRI, and selecting a target of U.S. adults who have participated in scuba diving in the last 12 months, we included one traditional consumer sports magazine, Sports Illustrated, social media and an online ad network. This traditional media selection primarily skews men 18-34 years old because research shows that men are 30% more likely to be a diver and over 60% more likely to be within that age cell than the rest of the population. Although reach with the trade media cannot be measured, given its targetability to the diving community, it is reasonable to assume that the selection of trade publications and websites will provide significant and effective reach to potential class members. Notice will be specifically targeted to recreational and commercial divers, trainers and instructors, diving contractors, dive shops and owners, as well as the U.S. Navy, Coast Guard and Maritime Defense departments that employ divers.

PRINT MAGAZINES:

Diving Enthusiasts (Recreational Divers / Dive Trainers / Dive Shops (Owners)

- Undersea Journal (PADI)
- Sport Diver
- Alert Diver (DAN)
- Scuba Diving

Divers in Training / Dive Trainers

- Dive Training

Commercial Divers / Diving Contractors

- Underwater Magazine

US Navy / U.S.Coast Guard / Maritime Defense

- Seapower

General Market / Sports Enthusiasts –

Adults who participated in scuba diving in the last 12 months

- Sports Illustrated

DIRECT NOTICE TO SETTLEMENT CLASS MEMBERS

JND will send Notice via email and, where applicable, U.S. Mail to each Class Member where direct contact information is available.

Email Notice - JND will implement an Email Notice program to potential Class Members for which an email address is available. Upon receipt of available email addresses for Class Members, JND will load the information into a database created for this Settlement. A unique ID is assigned to each Class Member for purposes of identifying him or her throughout the administration process. To increase deliverability, JND will review the data provided to identify any bad email addresses, bad mailing addresses and duplicate records based on names, emails, and addresses.

Suunto maintains an electronic registration system that contains contact information for purchasers of its Dive Computers. This system will be used to develop a list of potential class members and their contact information.

JND will deliver the following documents via email to potential Class Members for whom the Parties have an email address: (i) Email Notice (attached as Exhibit E to the Stipulation of Settlement); and (ii) the Inspection, Repair, or Replacement Program Claim Form and the Reimbursement Claim Form (attached as Exhibits G and L to the Stipulation of Settlement). The Email Notice will inform potential Class Members of how to obtain the Long Form Notice (attached as Exhibit H to the Stipulation of Settlement) via the Settlement Website, U.S. Mail, or by calling a toll-free telephone number. To the extent some portion of the Class may use Spanish as their primary language, JND will include a Spanish tag line at the bottom of the Email Notice to direct Spanish speaking recipients to the website where they can obtain a copy of the notice in Spanish.

JND will track all emails that are returned as undeliverable and send notice via U.S. Mail to these potential Class Members.

Direct Mail Notice – Where no email address is available for a Class Member, or the initial Email Notice is undeliverable, but the Parties have a U.S. Mail address, JND will send by first class U.S. Mail the Direct Mail Notice (attached as Exhibit D to the Stipulation of Settlement) and the Inspection, Repair, or Replacement Program Claim Form and the Reimbursement Claim Form. JND will update all addresses using the United States Postal Service's National Change of Address database.

Notices returned by the United States Postal Service with a forwarding address will be re-mailed by JND to the forwarding address no later than the deadline found in the Preliminary Approval Order. For notices returned with no forwarding address, JND will, by itself or using an address research firm, research a better address and promptly mail copies of the applicable notice to any better address found.

DIRECT NOTICE TO DIVE SHOPS

JND will obtain contact information for dive shops that sold Suunto Dive Computers in order to notify them about the Settlement. Dive shops often maintain contact with their customers. This will provide an opportunity to educate dive shop personnel about the Settlement so Notice can be provided via word of mouth.

DIGITAL:

Our selection of digital websites and impressions is among the most popular and heavily consumed properties on the internet today: Facebook, Google Display Network, Media iQ and Google/Bing Search. This selection includes a mix of impressions on different websites, social media, and anyone actively looking for information about the case online.

Facebook & Instagram – Facebook and Instagram placements will be targeted towards adults 18+ who've expressed an interest in scuba diving. In addition to image and text ads placed on desktop and mobile newsfeeds & right column, it is recommended to secure carousel ads, showcasing up to 10 images in a single ad that allows users to engage with the unit by scrolling through the various images.

Google Display Network – Google Display Network will both behaviorally and contextually target adults 18+. Behaviorally, a custom affinity audience will be developed based on adults' recent browsing habits, targeting those who have recently visited websites such as NAUI.org, SportDiver.com, AlertDiver.com, ScubaDiving.com, DiverMag.com, etc. Contextually, placements will be secured on webpages with topics and keywords surrounding scuba diving and scuba equipment.

Media iQ - Media iQ placements will be targeted towards adults 18+ across the following websites (including, but not limited to):

- SportDiver.com
- AlertDiver.com
- ScubaDiving.com
- DTMag.com
- DiveCenterBusiness.com
- PADI.com

Google/Bing Search - Search placements are utilized to appear as a primary resource for class members searching for information or next steps regarding the Suunto Dive Computers class action lawsuit.

Campaign Targeting:

Scuba Diving industry including all divers, organizations, clubs, as well as other entities involved in the sale of diving equipment and the industry overall.

PRINT MEDIA CAMPAIGN - PRICING ESTIMATE

1/2 Page BW Ad Units, One Insertion in each Title

Diving Enthusiasts (Recreational Divers / Dive Trainers / Dive Shops (Owners)

Publication	Releases	Circulation
<i>Undersea Journal (PADI)</i>	Quarterly	136,000
<i>Sport Diver</i>	Quarterly	75,000
<i>Alert Diver (DAN)</i>	Quarterly	150,000
<i>Scuba Diving</i>	8X/year	75,000

Divers in Training / Dive Trainers

<i>Dive Training</i>	Monthly	90,000
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Commercial Divers / Diving Contractors

<i>Underwater Magazine</i>	6X/year	12,811
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US Navy / U.S.Coast Guard / Maritime Defense

<i>Seapower</i>	10X/year	43,000
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General Market / Sports Enthusiasts: Adults who participated in scuba diving in the last 12 months

<i>Sports Illustrated</i>	Weekly	43,000
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LOCAL NEWSPAPER CAMPAIGN - PRICING ESTIMATE*

1/6 Page BW Ad Units, One Insertion per week for 4 weeks (Total: 4 insertions)

Publication	Frequency	Circulation
<i>San Diego Union Tribune</i>	Daily	205,415

*To comply with CLRA Section 1750 (Consumer Legal Remedies Act)

DIGITAL MEDIA CAMPAIGN - PRICING ESTIMATE

Platform	Impressions
<i>Facebook & Instagram</i>	
<i>Google Display Network (GDN)</i>	
<i>Media iQ</i>	54,100,000
<i>Google/Bing Search</i>	

*Search impressions are estimated and are not included in the reach figure.

MEDIA DESCRIPTIONS

PRINT



Sports Illustrated Magazine is one of the leading sports magazines in the world with a circulation of almost 3 million. Every issue features a wide range of sports-related articles and photographs offering readers a look at their favorite players and teams.



The Undersea Journal is the magazine for the Professional Association of Diving Instructors (PADI) professional that includes a compilation of the interesting articles on teaching scuba diving, advertising, trademarks, and the business of diving; Written by PADI professionals for PADI professionals.



Sport Diver is the leading authority on the most exciting travel destinations, hottest gear, greatest deals and the latest news on ocean conservation, the scuba lifestyle and the most interesting personalities in diving.

ALERTDIVER

Alert Diver is DAN's quarterly magazine. Each issue is a must-read reference, with topics including dive-related medical and research information, underwater photography, dive travel and marine environmental issues.

PRINT (continued)

SCUBA DIVING

Scuba Diving is a one-stop resource for information on how to scuba dive, scuba gear, dive travel, dive photos, videos, training, and more.

Dive Training™

Dive Training Magazine is scuba diving's premier education-based magazine for new divers, their instructors and those who own and operate dive centers. For over 25 years, Dive Training Magazine has been a go-to resource for scuba diving enthusiasts and hobbyists.

UNDERWATER

UnderWater magazine features stories and photography covering subjects of broad significance to the commercial diving industry. Topics include, but are not limited to: safety, new techniques, new equipment, equipment reviews, recent projects, etc.

SEAPOWER

Seapower magazine one of the official publications of the Navy League of the United States, an international organization founded in 1902 to support the U.S. sea services. Seapower articles cover a wide range of topics, including national defense, foreign policy, naval affairs, maritime issues, homeland security and defense research, development and procurement.

The San Diego Union-Tribune

All the news that's important to the region, community and neighborhoods covering business, technology, sports, entertainment and lifestyle.

MEDIA DESCRIPTIONS

DIGITAL



FACEBOOK

Facebook is one of the most popular social networks with over 200 million users nationwide. Targeted ads to desired class members appear in the News Feed on mobile devices, as well as the News Feed and the right-hand column of desktop users. Ad content can also be paired with news about social actions that "friends" have taken, e.g. liking a page.



GDN (GOOGLE DISPLAY NETWORK)

Digital ads have the opportunity to appear on over 2MM websites reaching people while they're browsing the internet. GDN finds the targeted audience and strategically shows the message to potential class members in the right place at the right time.



GOOGLE/BING SEARCH NETWORK

When searching the internet, users type in keywords or search terms to find what they're looking for. With a search campaign, when relevant keywords for this case match with potential class member's searches, there is the opportunity to see the ad in their results page at or close to the top of that page.



MEDIA IQ

Digital platform that offers customized and targeted ad placements on websites reaching a specific audience group. For this case, Media IQ placements will be targeted towards adults 18+ who are online actively viewing websites related to scuba diving and equipment.

- SportDiver.com
- AlertDiver.com
- ScubaDiving.com
- DTMag.com
- DiveCenterBusiness.com
- PADI.com

EXHIBIT J TO STIPULATION OF SETTLEMENT

[Proposed] Preliminary Approval Order

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

RALPH A. HUNTZINGER and ERIC BUSH, on Behalf of Themselves and All Others Similarly Situated,

Plaintiffs,

V.

SUUNTO OY and AQUA LUNG
AMERICA, INC.

Defendants.

Case No. 37-2018-00027159-CU-BT-CTL

CLASS ACTION

[PROPOSED] PRELIMINARY APPROVAL
ORDER

Dept: C-66
Judge: Hon. Kenneth J. Medel

Date Filed: June 1, 2018

1 WHEREAS, the above-styled Action was filed on June 1, 2018;

2 WHEREAS, Plaintiffs Eric Bush and Ralph A. Huntzinger, on behalf of themselves
3 and others similarly situated, and Defendants Suunto Oy and Aqua Lung, America, Inc.
4 (together, “Defendants”) have entered into a Settlement Agreement resolving the Action,
5 subject to Court approval;

6 WHEREAS, the Action was settled as a result of arm’s-length negotiations,
7 investigation and discovery sufficient to permit counsel and the Court to act knowingly, and
8 counsel are experienced in similar litigation; and

9 WHEREAS, the Parties have made an application for an order preliminarily approving
10 the settlement of this Action, conditionally certifying the Class for settlement purposes, and
11 approving the form and method of notice upon the terms and conditions set forth in the
12 Settlement Agreement filed with this Court on _____, 2018, together with all exhibits thereto,
13 and the Court having considered the Settlement Agreement, together with all exhibits thereto
14 and records in this case, and the arguments of counsel at a hearing held on _____, 2018;

15 THEREFORE, for good cause appearing, it is hereby ordered as follows:

16 **I. THE CLASS IS CERTIFIED**

17 1. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 All individuals who purchased new one or more of the following Suunto Dive
20 Computers in the United States (including the fifty states, the District of
Columbia, Puerto Rico and all other United States territories and/or possessions)
21 that was manufactured from January 1, 2006 through the date of the Preliminary
Approval Order: Suunto Cobra, Suunto Cobra 2, Suunto Cobra 3, Suunto Cobra
3 Black, Suunto Vyper, Suunto Vyper Novo, Suunto Vyper 2, Suunto Vyper
Air, Suunto HelO2, Suunto Gekko, Suunto Vytec, Suunto Vytec DS, Suunto
Zoop, Suunto Zoop Novo, Suunto Mosquito, Suunto D4, Suunto D6, Suunto
D9, Suunto D4i, Suunto D6i, Suunto D4i Novo, Suunto D6i Novo, Suunto
D9tx, and Suunto DX. Excluded from the Class are: (a) the Defendants and their
respective officers, directors and employees; (b) Plaintiffs’ Counsel; (c) the
judge(s) presiding over the Action and Related Action and immediate court staff
assigned to the Action and Related Action; (d) individuals who purchased used
Dive Computers as to those used purchases; (e) retailers or others who
purchased Suunto’s Dive Computers for resale; and (f) individuals who timely
and properly exclude themselves from the Class as provided in this Order.

1 2. For settlement purposes only, with respect to the Class, the Court preliminary
2 finds the prerequisites for a class action pursuant to California Civil Code § 1781 and
3 California Code of Civil Procedure 382 have been met, in that: (a) the Class is so numerous
4 that joinder of all individual Class Members is impracticable; (b) there are questions of law
5 and fact common to the Class and those common questions of law and fact predominate over
6 any individual questions; (c) the claims of the Class Representatives are typical of the claims
7 of the Class; (d) the Class Representatives and Class Counsel will fairly and adequately
8 represent the interests of the Class; and (e) a class action is superior to other available methods
9 for the fair and efficient adjudication of the controversy.

10 3. The Court hereby appoints Plaintiffs Eric Bush and Ralph A. Huntzinger as
11 Class Representatives of the Class.

12 4. The Court hereby appoints Timothy G. Blood and Paula R. Brown of Blood
13 Hurst & O'Reardon, LLP and Douglas A. Hofmann and John A. Knox of Williams, Kastner &
14 Gibbs PLLC as Class Counsel to represent the Class. Any Class Member may enter an
15 appearance in the Action at his or her own expense, individually or through counsel. Notices
16 of Appearance must be filed with the Court and served on the Parties identified in the Class
17 Notice on or before _____ (30 days before Fairness Hearing set below). All
18 Class Members who do not enter an appearance will be represented by Class Counsel.

19 **II. THE SETTLEMENT AGREEMENT IS PRELIMINARILY APPROVED, AND**
20 **THE FAIRNESS HEARING IS SET; PROVISIONS FOR EXCLUSION FROM**
21 **CLASS AND OBJECTIONS**

22 1. The Court hereby preliminarily approves the Settlement Agreement and the
23 terms and conditions of settlement set forth in the Settlement Agreement as fair, reasonable
24 and adequate. The terms of the Settlement Agreement are sufficiently within the range of
25 reasonableness to warrant notice to the Class and are subject to further consideration thereof at
the Fairness Hearing set below.

26 2. The Court will hold a Fairness Hearing on _____ at ____ a.m., in
27 Department C-66 at the Superior Court for the County of San Diego, 330 West Broadway, San
28

1 Diego, to consider: (a) whether certification of the Class for settlement purposes should be
2 confirmed; (b) whether the proposed settlement of the Action on the terms set forth in the
3 Settlement Agreement should be approved as fair, just, reasonable, adequate and in the best
4 interests of the Class; (c) the application by Class Counsel for an award of Attorneys' Fees,
5 Costs and Expenses as provided for under the Settlement Agreement; (d) the application for
6 Class Representative incentive awards as provided for under the Settlement Agreement;
7 (e) whether the Release of Released Claims as set forth in the Settlement Agreement should be
8 provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and
9 (g) ruling upon such other matters as the Court may deem just and appropriate.

10 3. The Fairness Hearing may, from time to time and without further notice to the
11 Class Members (except those who have filed timely and valid objections), be continued or
12 adjourned by order of the Court.

13 4. The Parties may further modify the Settlement Agreement prior to the Fairness
14 Hearing so long as such modification does not materially change the terms of the settlement
15 provided thereunder. The Court may approve the Settlement Agreement with such
16 modifications as may be agreed to by the Parties, if appropriate, without further notice to the
17 Class Members.

18 5. Objections by any Class Member to: (a) the fairness, reasonableness, or
19 adequacy of the Settlement Agreement; (b) an award for the reimbursement of Attorneys'
20 Fees, Costs and Expenses; or (c) the requested incentive awards to the Class Representatives,
21 shall be heard, and any papers submitted in support of said objection shall be considered by the
22 Court at the Fairness Hearing only if, on or before _____ (30 days before the Fairness
23 Hearing set above), such objector files with the Clerk of the Superior Court of the County of
24 San Diego and serves upon the Parties' counsel a written objection consistent with the terms of
25 the Class Notice. Any documents supporting the objection must also be attached to the
26 objection. If any testimony is proposed to be given in support of the objection, the names of all
27 persons who will testify at the Fairness Hearing must be set forth in the objection. In order to

1 be considered for hearing, all objections must be actually received by the counsel identified in
2 the Class Notice on or before _____ (30 days before the Fairness Hearing set above).
3 A Class Member need not appear at the Fairness Hearing in order for his or her objection to be
4 considered.

5 6. Any Class Member who wishes to opt out of the Class must mail a written
6 Request for Exclusion to the Settlement Administrator, postmarked or delivered no later than
7 _____ (30 days before the Fairness Hearing set above). The written request must state
8 that the person is a Class Member and wants to be excluded from the Class, must be signed by
9 the Class Member, and otherwise comply with the requirements for exclusion as set forth in
10 the Class Notice. Any Class Member who does not submit a valid and timely Request for
11 Exclusion will be bound by the judgment and orders in this Action. If a potential Class
12 Member files a Request for Exclusion, he or she may not file an objection.

13 7. No later than forty-five (45) days before the Fairness Hearing, the Parties shall
14 file their opening papers in support of their motion for final approval of the settlement and any
15 application for an award of Attorneys' Fees, Costs and Expenses and incentive awards for the
16 Class Representatives. No later than five (5) court days before the Fairness Hearing, the Parties
17 shall file their reply papers as needed, including as needed to respond to any valid and timely
18 objections. The reply papers shall be served upon any objector who has complied with the
19 provisions of paragraph II.5 of this Order.

20 **III. THE COURT APPROVES THE FORM AND MOTHOD OF CLASS NOTICE**

21 1. Having considered the Direct Notice, Email Notice, Long Form Notice and
22 Publication Notice attached as Exhibits D, E, H and K to the Settlement Agreement, and the
23 Notice Plan attached as Exhibit I to the Settlement Agreement, the Court hereby approves the
24 contents of the Class Notice and the Notice Plan.

25 2. The Court hereby appoints JND Legal Administration as Settlement
26 Administrator. The Settlement Administrator shall disseminate Class Notice and supervise and
27
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1 carry out the Notice Plan, the Claim Process, the payment of funds pursuant to the
2 Reimbursement Fund Program, and other administrative functions.

3 3. Within fourteen (14) days of this Order, the Settlement Administrator is ordered
4 to disseminate the Class Notice pursuant to the Settlement Agreement and Notice Plan.

5 4. The Court finds that the notice to the Class Members regarding settlement of
6 this Action, including the content of the notices and method of dissemination to the Class
7 Members in accordance with the terms of Settlement Agreement, constitute the best notice
8 practicable under the circumstances and constitute valid, due and sufficient notice to all Class
9 Members, complying fully with the requirements of California Code of Civil Procedure § 382,
10 California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the
11 California and United States Constitutions, and any other applicable law.

12 5. The costs of disseminating the Class Notice and otherwise implementing the
13 Notice Plan pursuant to the Settlement Agreement shall be paid by Suunto.

14 6. No later than ten (10) days before the Fairness Hearing, the Settlement
15 Administrator shall file with the Court a list of those persons who have opted out or excluded
16 themselves from this settlement and the terms of this Settlement Agreement and the details
17 outlining the scope, method and results of the Notice Plan.

18 **IT IS SO ORDERED.**

19
20 Dated:

21 By:

22 HON. KENNETH J. MEDEL
23 JUDGE OF THE SUPERIOR COURT

24

25

26

27

28

EXHIBIT K TO STIPULATION OF SETTLEMENT

Publication Notice

Publication Notice

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

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

What is the lawsuit about?

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

Am I Included in the proposed settlement?

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

The Suunto Dive Computers are Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX.

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

What does the settlement provide?

Under the settlement, every Class Member who has a good faith belief that their dive computer has a depth pressure sensor failure is entitled to have his or her Dive Computer inspected to determine whether the Dive Computer’s depth pressure sensor failed. If the depth pressure sensor has failed, Suunto will repair your Dive Computer or provide a free replacement. Class Members can take advantage of the Inspection, Repair, or Replacement program for the longer of ten years from the date of manufacture of the Dive Computer or one year from the date the settlement is finally approved and all appeals, if any, are resolved in favor of the settlement. Go to [www.website.com] or www.suunto.com for more information on how to submit your Dive Computer for inspection.

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

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

What are my options?

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

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

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

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

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

The Court will hold a fairness hearing on **[date] at [time]** to (a) consider whether the proposed settlement is fair, reasonable, and adequate, and (b) decide the plaintiffs' lawyers' request for fees and costs of up to \$5 million and expenses of up to \$280,000 and awards for the Class Representatives. You may appear at the hearing, but you are not required to and you may hire an attorney to appear for you, at your own expense.

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

EXHIBIT L TO STIPULATION OF SETTLEMENT

Reimbursement Program Claim Form

REIMBURSEMENT PROGRAM CLAIM FORM

Huntzinger v. Suunto Oy et al.

Use this Reimbursement Claim Form if: (1) you are a Class Member; (2) you believe your Dive Computer had a depth pressure sensor failure; (3) you discarded your dive computer due to a depth pressure sensor failure within ten (10) years of your purchase date, and you no longer have the Dive Computer; and (4) you did not receive a free repair or replacement of your Dive Computer, or you purchased a replacement Dive Computer as part of a warranty program at a cost to you.

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

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

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

[Settlement Notice Administrator Address]

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

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

SECTION I – CLASS MEMBER INFORMATION

Name:

Last

First

Middle Initial

Your Address:

Number/Street/P.O. Box No.

City:

State:

Zip Code:

Telephone Number:

Email Address:

SECTION II – CLAIM INFORMATION

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

- A. Complete Section A if: (1) you are a Class Member; (2) you believe your Dive Computer had a depth pressure sensor failure; (3) you discarded your Dive Computer due to a depth pressure sensor failure within ten (10) years of your purchase date, and you no longer have the Dive Computer; and (4) you did not receive a free repair or replacement of your Dive Computer.

Model of Dive Computer that had depth pressure sensor failure:

City and State of Purchase:

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

Date of Purchase (provide as much information as possible):

Date you discarded your Dive Computer (provide as much information as possible):

Proof of purchase documents included with claim (e.g. purchase receipt, shipping receipt, credit card statement, product box, or other information indicating the purchase):

Description of the depth pressure sensor failure in your Dive Computer (describe what happened to your Dive Computer):

- B. Complete Section B if: (1) you are a Class Member; (2) you believe your Dive Computer experienced a depth pressure sensor failure; (3) you discarded your Dive Computer due to a depth pressure sensor failure, within ten (10) years of your purchase date, and you no longer have the Dive Computer; and (4) you purchased a replacement for your Dive Computer directly or indirectly from Aqua Lung or Suunto as part of a warranty program at a cost to you.

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

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

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

Proof of cost of repairs (e.g., purchase receipt, shipping receipt, credit card statement, etc.):

Amount you paid for repairs:

SECTION III – ATTESTATION

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

Signature: _____

Date: _____

SECTION IV – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

Be sure that your completed Reimbursement Claim Form includes your current name, address, telephone number, contact information and any required information about your Dive Computer.

Provide any receipts or other indication of proof of purchase, documentation if you have it concerning the depth pressure sensor failure in your Dive Computer, and proof of any out-of-pocket costs if you are seeking reimbursement for them, as instructed above.

Keep a copy of your completed Reimbursement Claim Form (plus documentation submitted) for your records.

Sign and date your Reimbursement Claim Form.

Finally, your completed Reimbursement Claim Form and documentation must be submitted online or postmarked no later than [DATE]. The completed Reimbursement Claim Form and documentation can be submitted online at [www.website.com] or mailed to:

[Settlement Administrator Address]

Reimbursement Claim Forms will be processed and approved in accordance with the terms of the Settlement Agreement. Please check the settlement website, [www.website.com], for updates. In the event of any conflict between the terms of this Reimbursement Claim Form and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

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

EXHIBIT M TO STIPULATION OF SETTLEMENT

Frequently Asked Questions for
Authorized Suunto Service Centers

Frequently Asked Questions for Authorized Suunto Service Centers

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

A: The Inspection, Repair or Replacement Program is limited to the following models of new Suunto Dive Computers that were manufactured between January 1, 2006 and [DATE] and purchased in the United States: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX. You are not eligible if you purchased your Dive Computer used or for resale.

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

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

The serial number is in three formats:

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

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

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

A: No. The Inspection, Repair or Replacement Program covers problems with the depth pressure sensor. Potential depth pressure sensor failures include the Dive Computer showing the wrong depth or temperature, showing erratic depth or temperature, not reacting to pressure changes, not showing depth, self-diving, or being stuck in an ER mode related to depth pressure sensor failure. However, these indications may not be

conclusive of a depth pressure sensor failure. Your Dive Computer must be inspected to determine if it has a depth pressure sensor failure.

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

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

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

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

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

A: Suunto has several authorized Suunto service centers in the United States. A current list of the Suunto service centers authorized to conduct an inspection pursuant to the Inspection, Repair or Replacement Program can be found at www.suunto.com or [www.website.com].

7) Q: What happens during the inspection?

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

8) Q: Who will conduct the inspection?

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

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

A: No. The inspection is free.

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

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

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

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

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

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

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

EXHIBIT N TO STIPULATION OF SETTLEMENT

Request to Opt Out/Request for Exclusion Form

REQUEST TO OPT OUT/ REQUEST FOR EXCLUSION FORM

Huntzinger v. Suunto Oy, et al.

Superior Court for the State of California, County of San Diego

Case No. 37-2018-00027159-CU-BT-CTL

1. Full Name: _____

2. Current Address: _____

3. Telephone Number (optional): _____

4. E-mail Address (optional): _____

5. Dive Computer information:

Dive Computer Model: _____

Serial Number (if available): _____

Date of Purchase: _____

City and State of Purchase: _____

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

I want to be excluded from the Class in *Huntzinger v. Suunto Oy, et al.*, Case No. 37-2018-00027159-CU-BT-CTL. I understand that by excluding myself from this case I waive any and all rights that I may have to receive any settlement benefits, including, but not limited to, money from this class action.

Date (mm/dd/yyyy): _____

(Print and Sign Your Name)

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

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

1

CERTIFICATE OF SERVICE

2

Ralph Huntzinger; Eric Bush v. Suunto Oy and Aqua Lung America, Inc.

3

Case No. 37-2018-00027159-CU-BT-CTL

4

I hereby certify that on July 25, 2018, I electronically filed the foregoing with the Clerk of the Court using One Legal Online Court Services, and electronically served the foregoing upon the attorney of record for each party in this case at the e-mail address(es) registered for such service through One Legal Online Court Services. Parties may access this filing through the Court's website.

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I certify under penalty of perjury that the foregoing is true and correct. Executed on July 25, 2018.

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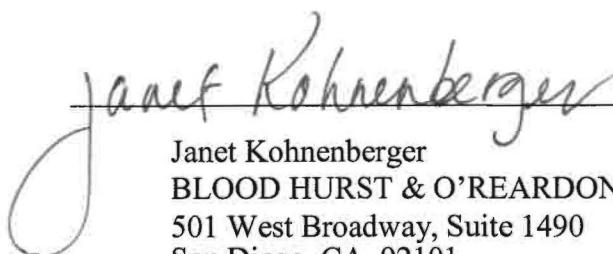
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