

Court File No. CV-21-00000810-00CP

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

JUSTICE SPENCER NICHOLSON

) *Monday*, THE *23<sup>RD</sup>*  
)  
) DAY OF *OCTOBER*, 2023

BETWEEN:

JOHN PRINS

Plaintiff

- and -

LG ELECTRONICS CANADA, INC.

Defendant



Proceeding under the *Class Proceedings Act, 1992*

**ORDER**  
**(First Notice Approval Order)**

**THIS MOTION**, made by the Plaintiff, for an order (1) approving the form and content of the short- and long-form notices of the Settlement Approval Hearing; (2) approving the method of dissemination of such notices (the **Notice Plan**); (3) appointing Epiq Class Action Services Canada, Inc. (**Epiq**) as the Settlement Administrator; (4) setting the Objection Deadline; and (5) setting a date and time for the Settlement Approval Hearing, was heard this day in writing.

**ON READING** the materials filed by the parties, including the Settlement Agreement between them, dated August 3, 2023 (the **Settlement Agreement**), a copy of which is attached hereto as **Schedule “A”**;

**AND ON BEING ADVISED** (1) that the Defendant consents to this Order; and, (2) that Epiq consents to being appointed as Settlement Administrator;

1. **THIS COURT ORDERS** that the capitalized terms herein have the same meaning as in the Settlement Agreement unless otherwise defined herein;
2. **THIS COURT ORDERS** that John Prins is appointed as the Representative Plaintiff for the Settlement Class;
3. **THIS COURT ORDERS** that McKenzie Lake Lawyers LLP is appointed as Class Counsel;
4. **THIS COURT ORDERS** that Epiq is appointed as Settlement Administrator to perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;
5. **THIS COURT ORDERS** that the form and content of the short- and long-form notices to the Settlement Class of the Settlement Approval Motion and the means by which Settlement Class Members may object to the Settlement Agreement or otherwise participate in the Settlement Approval Motion (the **First Notice**), as set forth in Exhibits “3A” and “3B” to the Settlement Agreement and attached hereto as **Schedules “B”** and **“C”**, are hereby approved;

6. **THIS COURT ORDERS** that the First Notice shall be published and disseminated within 30 days of the entry of this Order in accordance with section 6 of the Settlement Agreement, and the Notice Plan attached hereto as **Schedule “D”**;

7. **THIS COURT ORDERS** that the dissemination of the First Notice as provided for in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice pursuant to sections 17 through 22, inclusive, of the *Class Proceedings Act, 1992*, SO 1992, c 6;

8. **THIS COURT ORDERS** that the Defendant shall pay the costs and fees of the Settlement Administrator, including the costs associated with the publishing and disseminating of the First Notice, in accordance with the terms of the Settlement Agreement;

9. **THIS COURT ORDERS AND AUTHORIZES** the Defendant to provide the Settlement Administrator with the names, mailing addresses, and email addresses (if available) of Settlement Class Members for the purpose of disseminating the First Notice;

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

11. **THIS COURT ORDERS** that a Settlement Class Member who wishes to file with the Court an objection to the Settlement Agreement must submit to the Settlement Administrator, by the date 60 days after the First Notice is first published (the **Objection Deadline**), a written statement providing the following information: (a) the Settlement Class Member's name, mailing address, telephone number, and email address (if available); (b) the serial number, model number and purchase date of the Settlement Class Member's LG Refrigerator; (c) a brief statement of the nature of and reason for the objection to the Settlement Agreement, including all factual and legal grounds for the objection; and, (d) whether the Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel;

12. **THIS COURT ORDERS** that the motion for approval of the Settlement Agreement (the **Settlement Approval Hearing**) will be heard virtually on March 6, 2024. At the Settlement Approval Hearing, the Representative Plaintiff will seek the following orders:

- (a) an order certifying this Action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 for settlement purposes only;
- (b) an order approving the Settlement Agreement, the content and manner of notice to the Settlement Class of such approval, the Claim Form, the Opt-Out Form and setting the Opt-Out Deadline; and
- (c) any other order that the Court may deem appropriate;

13. **THIS COURT ORDERS** that the date and time of the Settlement Approval Hearing set forth in the First Notice is subject to adjournment by the Court without further notice to Settlement Class Members;

14. **THIS COURT ORDERS** that Class Counsel must file their motion materials in support of approval of the Settlement Agreement and corresponding Settlement, no less than seven (7) days before the Settlement Approval Hearing;

15. **THIS COURT ORDERS** that pending the Settlement Approval Motion and the Effective Date, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed;

16. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order shall be set aside and declared null;

17. **THIS COURT ORDERS** that any party affected by this Order may apply to the Court for further directions;

18. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

A handwritten signature in black ink, appearing to read 'Spencer Nicholson', is written over a horizontal line. The signature is stylized with a large, sweeping initial 'S'.

THE HONOURABLE JUSTICE  
SPENCER NICHOLSON

# Schedule "A"

## **LG REFRIGERATORS SETTLEMENT AGREEMENT**

Made as of the 3rd day of August, 2023

Between

**John Prins**  
**(the "Plaintiff")**

and

**LG Electronics Canada, Inc.**  
**(the "Defendant")**

**(together, the "Parties")**

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- A List of Covered Models of LG Refrigerators

**List of Exhibits**

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- 2 Notice Approval Order
- 3 First Notice
  - A Short-Form Notice
  - B Long-Form Notice
- 4 Settlement Approval Order
- 5 Settlement Approval Notice
- 6 Opt-Out Form



## SETTLEMENT AGREEMENT

### 1. RECITALS

#### WHEREAS:

- 1.1 John Prins commenced this Action by way of statement of claim on May 3, 2021 against the Defendant, alleging, among other things, that the compressors in certain models of LG Refrigerators were defective, causing No-Cooling Events. The Action seeks damages and other relief on behalf of customers who purchased certain models of LG Refrigerators and experienced No-Cooling Events.
- 1.2 The Defendant denies the allegations and any liability, and believes it has meritorious defences to the claims alleged in the Action.
- 1.3 Through arm's length negotiations between the Parties that began in April 2022, the Parties have agreed on the terms and conditions set forth in this Settlement Agreement.
- 1.4 Based upon an analysis of the facts and law applicable to the issues in this Action, and taking into account the extensive burdens, complexities, risks and expense of continued litigation, including the determination of the Defendant's potential alleged liability and potential limits thereto, the determination of damages to claimants, any potential appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Claimants, the Plaintiff, with the benefit of advice from Class Counsel, has concluded that this Settlement Agreement is fair and reasonable, and in the best interests of the Class.
- 1.5 The Defendant similarly has concluded that this Settlement Agreement is desirable in order to avoid the time, risk and expense of continued litigation, including any potential appeals, and any other present or future litigation arising out of the facts that gave rise to this litigation, and to resolve finally and completely the pending claims raised or that could have been raised in this proceeding.
- 1.6 The Defendant will consent to the certification of the Settlement Class, as defined below, for settlement purposes only.

- 1.7 The Plaintiff asserts that he is a suitable representative for the Settlement Class and will seek to be appointed as the representative plaintiff for the Settlement Class in the Action.
- 1.8 The Action shall be dismissed, without costs and with prejudice, and shall be the subject of a class-wide release.
- 1.9 The matters addressed in this Settlement Agreement relate solely to proceedings in Canada. The Parties recognize that the matters do not relate to the enforcement of the laws of countries other than Canada. Nothing in this Settlement Agreement is intended to apply to or affect the Defendant's obligations under the laws or regulations of any jurisdiction outside of Canada. In addition, this Settlement Agreement makes no factual findings or conclusions of law. Nothing in this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the Released Claims, as defined in Section 8.1, or of any wrongdoing or liability of any releases in any civil, criminal, regulatory or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defence.

**NOW, THEREFORE:**

- 1.10 The Parties agree, subject to approval by the Court, that this Settlement Agreement finally settles and resolves all claims asserted by the Settlement Class in the Action, whether known or unknown, related to an alleged defect in certain models of LG Refrigerators, as identified in **Schedule A**, on the terms and conditions set forth.

**2. DEFINITIONS**

- 2.1 The capitalized terms in this Settlement Agreement, including the recitals, schedules and exhibits, have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in Section 2 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

- 2.2 **"Action"** means the action styled *John Prins v. LG Electronics Canada, Inc.*, filed in the Ontario Superior Court of Justice and bearing Court File No. CV-21-00000810-00CP.
- 2.3 **"Alternative Payment Claimant"** means a Claimant who elects to submit a Claim for an Alternative Payment.
- 2.4 **"Authorized Repair Service Provider"** or **"ARSP"** means a third-party repair service provider, including a retailer or a dealer, who is authorized by LG Canada to repair LG Canada products but is not under the direct supervision of LG Canada.
- 2.5 **"Claim"** means a claim made by a Claimant through the submission of a Claim Form to the Settlement Administrator pursuant to this Settlement Agreement.
- 2.6 **"Claimant"** means a Settlement Class Member who submits a Claim Form for compensation pursuant to this Settlement Agreement.
- 2.7 **"Claim Form"** means the form that shall be substantially in the form attached to this Settlement Agreement as **Exhibit 1** which, when completed and submitted to the Settlement Administrator by the Claims Deadline, constitutes a Settlement Class Member's Claim for compensation pursuant to this Settlement Agreement.
- 2.8 **"Claims Deadline"** means the date by which each Settlement Class Member must submit a complete and valid Claim Form and all required supporting documentation to the Settlement Administrator, which date shall be 120 days after the date on which the Settlement Approval Notice is first published.
- 2.9 **"Claims Program"** means the program through which Settlement Class Members may submit Claims, the procedures for the determination of Eligible Claimants and the administration and allocation of Settlement Payments to Eligible Claimants, as described in Sections 5.5 to 5.8.
- 2.10 **"Class Counsel"** means McKenzie Lake Lawyers LLP.
- 2.11 **"Class Counsel Fees"** means the fees, disbursements, costs, HST and other applicable taxes or charges of Class Counsel, as approved by the Court.

- 2.12 "**Class Period**" means the period from January 30, 2014 through to the date of certification for settlement purposes (for greater clarity, the date of the Court's reasons approving certification for settlement purposes).
- 2.13 "**Court**" means the Ontario Superior Court of Justice.
- 2.14 "**CPA**" means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended.
- 2.15 "**Covered Models**" means those LG Refrigerator models listed in **Exhibit "A"**, with each such model individually being a "**Covered Model**".
- 2.16 "**Days**" means calendar days and not court or business days.
- 2.17 "**Defendant**" means LG Electronics Canada, Inc. and its predecessors, parent and sister companies, successors, subsidiaries, affiliates, agents, distributors, insurers, and assigns ("**LG Canada**").
- 2.18 "**Defendant Counsel**" means [REDACTED].
- 2.19 "**DMST**" means a Directly-Managed Mobile Service Technician under the supervision of LG Canada.
- 2.20 "**Effective Date**" means the date on which all of the following occur or have occurred:
- (a) the Settlement Approval Order has been issued and entered and has become a final order; and
  - (b) the Defendant's right to terminate this settlement has expired.
- 2.21 "**Eligible Claimant**" means a Claimant who has submitted a completed Claim Form which, pursuant to the terms of this Settlement Agreement, has been approved for compensation in accordance with the Claims Administration Procedures, other than Excluded Persons.
- 2.22 "**Excluded Persons**" means the following individuals and entities:
- (a) the Defendant, and its directors, officers and employees;

- (b) persons who validly opt-out of the settlement;
- (c) persons who previously resolved and/or released their claims in an individual settlement with the Defendant with respect to the issues raised in the Action; and
- (d) Class Counsel and the presiding judge in the Action.

- 2.23 **"First Notice"** means the short-form and long-form notices to the Settlement Class of the Settlement Approval Motion and the means by which Settlement Class Members may object to or otherwise participate in the Settlement Approval Motion, which shall be substantially in the form attached to this Settlement Agreement as **Exhibits 3A** and **3B**, respectively, or as fixed by the Court.
- 2.24 **"First Notice Date"** means the date, no later than 30 days after the Notice Approval Order is entered, on which the Settlement Administrator is to have implemented the First Notice in accordance with the Notice Plan approved by the Court in the Notice Approval Order.
- 2.25 **"Flat Rate Service Program"** means the service program implemented by the Defendant from 2013 for post-warranty product repairs. For LG Refrigerators, the cost of the Flat Rate Service Program when this settlement was reached was \$259.
- 2.26 **"Labour Costs"** means, without limitation, fees charged by a DMST or ARSP repair technician for labour, diagnosis, or dispatch in connection with a No-Cooling Event.
- 2.27 **"LG Refrigerators"** means refrigerators bearing the LG brand, with each such model individually being an **"LG Refrigerator"**.
- 2.28 **"Manufacturer's Suggested Retail Price"** or **"MSRP"** means the price set by the Defendant for each LG Refrigerator part and component part sold to DMSTs and ARSPs.
- 2.29 **"No-Cooling Event"** means an event during which a Covered Model failed to maintain temperature levels necessary to preserve food, beverages, medicine or other perishables, and that occurred within two (2) years of purchase, or in the case of multiple No-Cooling Events other than the first No-Cooling Event, three (3) years of purchase.

- 2.30 **"Non-LG Cause"** means a cause of a No-Cooling Event that is not attributable to the Defendant because of consumer misuse, installation failure or other cause unrelated to product attributes; or a cause of delayed service attributable to the Settlement Class Member (for example, if the Settlement Class Member cancels a scheduled repair), or to force majeure events (for example, if a local or provincial government issues an order that prohibits a service company from providing in-home service in response to COVID-19 or another emergency).
- 2.31 **"Notice Approval Date"** means the date of the Notice Approval Order.
- 2.32 **"Notice Approval Motion"** means the motion to be brought by the Plaintiff in the Court for the Notice Approval Order.
- 2.33 **"Notice Approval Order"** means the order made by the Court approving the First Notice and Notice Plan, appointing Epiq Class Action Services Canada, Inc. ("**Epiq Services**") as the Settlement Administrator, and setting the Objection Deadline, which shall be substantially in the form attached to this Settlement Agreement as **Exhibit 2** or as fixed by the Court.
- 2.34 **"Notice Plan"** shall have the meaning ascribed to it in Section 6.1 hereof.
- 2.35 **"Objection Deadline"** means the date 60 days after the date on which the First Notice is first published, or as ordered by the Court, by which Settlement Class Members must submit written objections to the Settlement Administrator.
- 2.36 **"Opt-Out Deadline"** means the date 60 days after the date on which the Settlement Approval Notice is first published, or as ordered by the Court, by which Settlement Class Members must submit Opt-Out Forms to the Settlement Administrator.
- 2.37 **"Opt-Out Form"** means the document substantially in the form attached to this Settlement Agreement as **Exhibit 6** or as approved by the Court, that if validly completed and submitted by a Settlement Class Member to the Settlement Administrator before the Opt-Out Deadline, excludes that Settlement Class Member from the Settlement Class and from participation in the settlement.

- 2.38 **"Property Loss"** means the value of any property loss or property damage attributable to a No-Cooling Event that includes, without limitation, the value of any flooring, spoiled food, beverages, medicine, or other perishables.
- 2.39 **"Purchase Information"** means:
- (a) a serial number, model number and purchase date;
  - (b) a receipt; or
  - (c) other information reasonably needed to confirm the purchase of a Covered Model by a Settlement Class Member.
- 2.40 **"Reasonably Documented"** includes, without limitation, receipts, invoices, photographs, payment card records, inspection records, insurance records, or any other reasonable documentary proof submitted by a Claimant, or in the case of showing a Non-LG Cause, the Defendant.
- 2.41 **"Settlement Administrator"** means Epiq Services, the third-party professional firm selected at arm's length by Class Counsel, approved by the Defendant, and appointed by the Court to administer the Notice Plan pursuant to Section 6.1, administer the exclusion process for opt-outs pursuant to Section 7.2 and administer the Claims Program pursuant to Section 5, and any employees of such firm.
- 2.42 **"Settlement Agreement"** means this settlement agreement, including its recitals, schedules and exhibits.
- 2.43 **"Settlement Approval Date"** means the date of the Settlement Approval Order.
- 2.44 **"Settlement Approval Motion"** means the motion to be brought by the Plaintiff in the Court for the Settlement Approval Order.
- 2.45 **"Settlement Approval Notice"** means the notice to the Settlement Class of the Settlement Approval Order, the means by which Settlement Class Members may opt-out of the Settlement Class and the Opt-Out Deadline, and the means by which Settlement Class Members may make a claim for compensation under the settlement and the Claims

Deadline, which shall be substantially in the form attached to this Settlement Agreement as **Exhibit 5**, or as fixed by the Court.

2.46 "**Settlement Approval Notice Date**" means the date, no later than 30 days after the Settlement Approval Order is entered, on which the Settlement Administrator is to have implemented the Settlement Approval Notice in accordance with the Notice Plan approved by the Court in the Settlement Approval Order.

2.47 "**Settlement Approval Order**" means the order made by the Court certifying the Action as a class proceeding for purposes of settlement, approving the settlement provided for in this Settlement Agreement, approving the Settlement Approval Notice, granting the Settlement Release, and dismissing the Action with prejudice, which shall be substantially in the form attached to this Settlement Agreement as **Exhibit 4** or as fixed by the Court.

2.48 "**Settlement Class**" means all Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model produced between January 30, 2014 and the date of certification for settlement purposes, with the exception of Excluded Persons, with each such class member individually being a "**Settlement Class Member**".

2.49 "**Settlement Payment**" means the compensation sent via cheque by the Settlement Administrator to an Eligible Claimant.

2.50 "**Settlement Release**" means the release and waiver by the Settlement Class described in Section 8.1, which will take effect upon entry of the Settlement Approval Order in the Action.

### 3. **CERTIFICATION FOR SETTLEMENT PURPOSES; APPROVAL OF THIS SETTLEMENT AGREEMENT**

3.1 **Settlement Class Certification.** The Parties stipulate and agree, for settlement purposes only, that all prerequisites for certification of the Settlement Class are met, and the Plaintiff will seek certification of the Settlement Class for settlement purposes only in their motion for a Settlement Approval Order. The Defendant retains all rights to assert that certification of a class in the Action for any other purpose is not appropriate.



3.2 **Notice Approval Motion.** Within 14 days after the execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court pursuant to a Notice Approval Motion for a Notice Approval Order in a manner that seeks to preserve the confidentiality of the Notice Approval Motion and Settlement Agreement until such time as the hearing of the motion. The Defendant will consent to the Notice Approval Motion subject to the content of the Notice Approval Order being satisfactory to the Defendant acting reasonably and for the purposes of this Settlement Agreement only.

3.3 **Notice Approval Order.** The Notice Approval Order shall:

- (a) Appoint the Plaintiff as the representative of the Settlement Class;
- (b) Appoint Class Counsel as counsel for the Settlement Class;
- (c) Approve the Notice Plan;
- (d) Approve the First Notice and direct that it be given as set forth in Section 6.1.1 of this Settlement Agreement;
- (e) Appoint Epiq Services as the Settlement Administrator;
- (f) Provide that any objections by any Settlement Class Member to the Settlement Agreement shall be heard and considered by the Court at the Settlement Approval Motion if, on or before the Objection Deadline specified in the First Notice and Notice Approval Order, the objecting Settlement Class Member follows the procedures set forth in Section 7.1 of this Settlement Agreement;
- (g) Schedule the Settlement Approval Motion not earlier than 60 days following the First Notice Date;
- (h) Establish dates by which the Parties shall file and serve materials for the Settlement Approval Motion and in response to any valid and timely objections;

- (i) Provide that, pending the Settlement Approval Motion and the Effective Date, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed;
- (j) Issue other related orders to effectuate the First Notice; and
- (k) Be substantially in the form attached to this Settlement Agreement as **Exhibit 2**.

3.4 **Settlement Approval Motion.** Pursuant to the schedule set by the Court in the Notice Approval Order, Class Counsel shall file and serve materials for the Settlement Approval Motion requesting that the Court grant final approval of this Settlement Agreement and for entry of the Settlement Approval Order. The Defendant will consent to the Settlement Approval Motion subject to the content of the Settlement Approval Order being satisfactory to the Defendant acting reasonably and for the purposes of this Settlement Agreement only.

3.5 **Settlement Approval Order.** The Settlement Approval Order shall:

- (a) Certify the Settlement Class for settlement purposes only;
- (b) Approve this Settlement Agreement and find that this Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;
- (c) Approve the Settlement Approval Notice and direct that it be given as set forth in Section 6.1.2 of this Settlement Agreement;
- (d) Provide that all Settlement Class Members will be bound by the Settlement Approval Order, except those Settlement Class Members who submit to the Settlement Administrator a valid and timely Opt-Out Form, on or before the Opt-Out Deadline specified in the Settlement Approval Notice and Settlement Approval Order, in accordance with the procedures set forth in

the Settlement Approval Notice and Section 7.2 of this Settlement Agreement;

- (e) Authorize the Parties to implement the terms of this Settlement Agreement;
- (f) Dismiss the Action with prejudice;
- (g) Expressly include the Settlement Release as set forth in Section 8.1 of this Settlement Agreement;
- (h) Permanently enjoin the Plaintiff and Settlement Class Members from commencing, prosecuting, maintaining, or participating in, or permitting another to commence, maintain, or participate in on their behalf, either directly or indirectly, any action asserting any of the Released Claims against any of the Released Parties, unless they have submitted a valid and timely Opt-Out Form;
- (i) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Settlement Approval Order, and for any other necessary purpose;
- (j) Reserve jurisdiction to issue related orders to effectuate the final approval of this Settlement Agreement and its implementation; and
- (k) Be substantially in the form attached to this Settlement Agreement as **Exhibit 4**.

3.5.2 This Settlement Agreement shall be null and void and of no force and effect unless the Settlement Approval Order is granted by the Court and the Effective Date occurs.

3.5.3 This Settlement Agreement sets forth the sole and exclusive remedy for any and all pending or future claims of Settlement Class Members or other claimants against the Defendant and the Released Parties arising from the alleged failure of the Covered Models with respect to No-Cooling Events. Upon entry of the Settlement

Approval Order, each Settlement Class Member who has not validly and timely opted-out of the Settlement Class and any person that has made, can or is entitled to make a Claim through or in the name or right of a Settlement Class Member shall be barred from initiating, asserting, continuing, or prosecuting any such claims against LG and any Released Party.

3.6 **Good Faith Efforts.** The Parties and their counsel agree to use reasonable and good faith efforts to obtain the Notice Approval Order and Settlement Approval Order.

#### 4. SETTLEMENT BENEFITS

4.1 **Consideration.** In consideration for the settlement and dismissal of the Settlement Class Members' claims, and for the Settlement Release provided herein, the Defendant agrees to provide to the Settlement Class the consideration set out below. All dollar amounts referred to in this Settlement Agreement are in Canadian dollars.

4.2 **Compensation Categories.** A Settlement Class Member may elect to receive a Default Payment, an Alternative Payment, and/or a Parts Reimbursement Payment, as defined and described below. These compensation categories are non-exclusive, provided, however, that a Claimant cannot recover both a Default Payment and an Alternative Payment for the same category of loss, and recovery under a Replacement Reimbursement Payment shall exclude recovery under all other categories of loss except for Property Loss.

4.3 **"Default Payment"** means a payment of up to \$150, upon the Claimant verifying their Purchase Information with respect to an LG Refrigerator, and comprising any or all of the following cash payments per Covered Model: (i) a \$50 flat payment for attesting to out-of-pocket Labour Costs from repairs; and/or (ii) up to \$100 for attesting to Property Loss.

4.3.1 A Claimant's election to submit a Claim for a Default Payment for one or more of the foregoing compensation categories will preclude that Claimant's recovery of an Alternative Payment for the corresponding category or categories.

4.3.2 Settlement Class Members who elect to receive a Default Payment will be required to attest to out-of-pocket Labour Costs related to repairs as a result of a No-Cooling

Event and/or to Property Loss as a result of a No-Cooling Event in order to be eligible for this compensation category.

4.4 **"Alternative Payment"** means a payment including any or all of the following: (i) a Delayed Repair Payment; (ii) a Multiple Repairs Payment; (iii) a Repair Reimbursement Payment; and/or (iv) a Property Loss Payment, OR, instead of any of the foregoing compensation categories other than a Property Loss Payment, an Alternative Payment may consist of (v) a Replacement Reimbursement Payment.

4.5 **"Delayed Repair Payment"** means a payment to an Alternative Payment Claimant who experienced delayed repairs by a DMST or ARSP following a No-Cooling Event that occurred within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, as reflected in the Defendant's records or as Reasonably Documented by the Claimant. Only Claimants who experienced a delay of at least ten (10) days (with the initial call receipt date and service date excluded from the count) between reporting a No-Cooling Event and receiving a repair are entitled to a Delayed Repair Payment. The Delayed Repair Payment shall be calculated as follows: if the repairs were delayed by ten (10) days, start at \$100, and increase by \$10 per day (until but not including the service date) up to 30 days; and by \$15 per day for each day thereafter (until but not including the service date) up to a maximum amount of \$700; provided, however, that any delay attributable to a Non-LG Cause, upon verification, shall be excluded from this calculation.

4.5.1 Settlement Class Members who elect to receive a Delayed Repair Payment will be required to provide Reasonably Documented proof of such delay by a DMST or ASRP in order to be eligible for this compensation category.

4.6 **"Multiple Repairs Payment"** means a payment to an Alternative Payment Claimant who experienced two (2) or more unsuccessful repairs by a DMST or ARSP following a No-Cooling Event, as reflected in the Defendant's records or as Reasonably Documented by the Claimant. Such a Claimant who experienced a No-Cooling Event that occurred within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, and another No-Cooling Event within three (3) years after the date of the Claimant's purchase, as reflected in the Defendant's records or as Reasonably Documented by the Claimant, are

entitled to a Multiple Repairs Payment of \$100. Such a Claimant who experienced a No-Cooling Event within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, and two (2) additional No-Cooling Events within three (3) years after the date of the Claimant's purchase, as reflected the Defendant's records or as Reasonably Documented by the Claimant, are entitled to a Multiple Repairs Payment of \$300. Such a Claimant who experienced a No-Cooling Event within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, and three (3) or more additional No-Cooling Events within three (3) years of the Claimant's purchase, as reflected in the Defendant's records or as Reasonably Documented by the Claimant, are entitled to a Multiple Repairs Payment of \$1,000. A Claimant shall not be entitled to relief for any No-Cooling Event attributable to a Non-LG Cause, upon verification.

4.6.1 Settlement Class Members who elect to receive a Multiple Repairs Payment will be required to provide Reasonably Documented proof of each repair by a DMST or ASRP as a result of each No-Cooling Event in order to be eligible for this compensation category.

4.7 **"Repair Reimbursement Payment"** means a payment to an Alternative Payment Claimant for unreimbursed out-of-pocket Labour Costs incurred in connection with repairs by a DMST or ARSP following a No-Cooling Event that occurred within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, as reflected in the Defendant's records or as Reasonably Documented by the Claimant. Alternative Payment Claimants are entitled to full reimbursement for unreimbursed out-of-pocket Labour Costs up to \$259 (the cost of the Flat Rate Service Program when this settlement was reached).

4.7.1 Settlement Class Members who elect to receive a Repair Reimbursement Payment will be required to provide Reasonably Documented proof of payment for a repair by a DMST or ASRP, or proof of payment for the Flat Rate Service Program, as a result of a No-Cooling Event, in order to be eligible for this compensation category.

4.8 **"Property Loss Payment"** means a payment to an Alternative Payment Claimant who experienced Property Loss of up to \$2,500 as Reasonably Documented.

4.8.1 Settlement Class Members who elect to receive a Property Loss Payment will be required to provide Reasonably Documented proof of Property Loss as a result of a No-Cooling Event, including the value of such Property Loss, in order to be eligible for this compensation category.

4.9 **"Replacement Reimbursement Payment"** means a payment of \$650 to an Alternative Payment Claimant who elected to dispose of or replace the LG Refrigerator at issue following a No-Cooling Event that occurred within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, as reflected in the Defendant's records or as Reasonably Documented by the Claimant. A Claimant's election to submit a Claim for a Replacement Reimbursement Payment will preclude that Claimant's recovery of any other Alternative Payment or Default Payment, other than a Property Loss Payment or a Default Payment for Property Loss.

4.9.1 Settlement Class Members who elect to receive a Replacement Reimbursement Payment will be required to provide Reasonably Documented proof of having disposed of or replaced the LG Refrigerator at issue as a result of a No-Cooling Event in order to be eligible for this compensation category.

4.10 **"Parts Reimbursement Payment"** means a payment to a Claimant reimbursing the Claimant for amounts paid by the Claimant for the replacement of any part related to the cooling system of an LG Refrigerator (*i.e.*, a compressor, condenser, connection tube, drier, and evaporator), with such reimbursement limited to the average MSRP for the relevant part(s), following a No-Cooling Event that occurred within two (2) years after the date of the Claimant's purchase of the LG Refrigerator at issue, as reflected in the Defendant's records or as Reasonably Documented by the Claimant. Claimants need not have received a parts replacement by a DMST or ARSP to receive a Parts Reimbursement Payment. A Parts Reimbursement Payment is available on top of a Default Payment and/or an Alternative Payment.

4.10.1 Settlement Class Members who elect to receive a Parts Reimbursement Payment will be required to provide Reasonably Documented proof of payment for the replacement of a part related to the cooling-system of the LG Refrigerator at issue

as a result of a No-Cooling Event in order to be eligible for this compensation category.

- 4.11 **No-Cooling Event Cut-Off.** These compensation categories apply to No-Cooling Events occurring before the date of certification for settlement purposes, provided that Alternative Payment Claimants who experienced their first No-Cooling Event before the date of certification for settlement purposes may submit Claims in connection with No-Cooling Events occurring up to the date of submission of their Claim Form(s), and Claimants may amend their submissions prior to the Claims Deadline.
- 4.12 **Proof of Purchase Required.** Settlement Class Members will be required to provide Purchase Information for the LG Refrigerator(s) at issue in order to be eligible for any compensation category.
- 4.13 **Prior Reimbursement.** Settlement Class Members previously reimbursed for past repairs or related expenses (*e.g.*, through LG Canada or an ARSP) will not be entitled to any relief for that portion of the expense for which they have already been reimbursed. To the extent Settlement Class Members have released the Defendant as a result of any previous reimbursement, they will not be eligible to participate in this settlement.
- 4.14 **Notice and Claims Administration Costs.** The Defendant shall pay for: (a) notice to the Settlement Class of the Notice Approval Order, if approved, and notice of the Settlement Approval Order, if approved; and (b) administration of the settlement.

## 5. CLAIMS PROGRAM ADMINISTRATION

- 5.1 **Appointment of Settlement Administrator.** Class Counsel, with the Defendant's approval, will select the Settlement Administrator. The Settlement Administrator shall be appointed by the Court in the Notice Approval Order. The Settlement Administrator shall provide Class Counsel and Defendant Counsel with a detailed estimate of the cost and timeline for performing all tasks and duties in connection with this Settlement Agreement.



## 5.2 Settlement Administrator Duties.

5.2.1 The Settlement Administrator shall be responsible for the implementation and administration of the Claims Program, including verification and determination of Claimant eligibility and approval of Settlement Payments to Eligible Claimants, and taking other actions as set forth in this Settlement Agreement. The Settlement Administrator's duties include, but are not limited to:

- (a) oversight of the Settlement Phone Number (described below in Section 6.3) and Settlement Website (described below in Section 6.4);
- (b) administration of the Notice Plan (described below in Section 6);
- (c) administration of Claims, including determination of Eligible Claimants, and issuance of Settlement Payments to Eligible Claimants;
- (d) administration of Opt-Out Forms, including determination of valid opt-outs; and
- (e) management of communications with Settlement Class Members regarding the Claims Program, including forwarding written inquiries to Class Counsel or the Defendant for a response, if warranted.

5.2.2 The Settlement Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Settlement Agreement, deemed by the Settlement Administrator to be reasonably necessary for the efficient and timely administration of this Settlement Agreement. This shall include the authority to deny Claims that frustrate the spirit of this Settlement Agreement. A sampling of the Claims shall be made available within five (5) days to either party to this Settlement Agreement that makes such a request.

5.2.3 The Parties shall use their best efforts to include all terms and conditions regarding the Settlement Administrator's duties as set forth in this Settlement Agreement in the service agreement with the Settlement Administrator.

5.3 **Settlement Administrator Fees and Expenses.** The reasonable fees and expenses of the Settlement Administrator shall be invoiced to and paid by the Defendant.

5.4 **Settlement Administrator Accounting.** The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses and payments made pursuant to this Settlement Agreement. The accounting shall be made available within five (5) days on reasonable notice at any time to Class Counsel and Defendant Counsel.

5.5 **Claims Program.**

5.5.1 The Defendant's obligation to implement the Claims Program in accordance with this Settlement Agreement is and shall be contingent upon each of the following:

- (a) entry of the Notice Approval Order and Settlement Approval Order;
- (b) the occurrence of the Effective Date; and
- (c) the satisfaction of any other conditions set forth in this Settlement Agreement.

5.5.2 Subject to Section 5.5.1, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Claims Program is to be implemented by the Settlement Administrator, working with Class Counsel and the Defendant.

5.5.3 The Claims Program will be concluded after all Settlement Payments have been made to all Eligible Claimants, which shall occur within 110 days of the Claims Deadline.

5.6 **Claim Form.**

5.6.1 Any Settlement Class Member who wishes to submit a Claim must complete, sign (by hard copy or electronic signature), and submit a Claim Form providing the Settlement Administrator with all requested information before the Claims Deadline. Claim Forms may be submitted, at the election of the Claimant, by mail, email or through the Settlement Website. The mailing address and email address to

which Claimants may submit Claims, as well as the Claimants' right to submit their Claims through the Settlement Website, shall be posted prominently in each of the following locations: the Settlement Approval Notice, the Claim Form, and the Settlement Website.

5.6.2 The Claim Form shall be substantially in the form attached to this Settlement Agreement as **Exhibit 1**.

5.6.3 The Claim Form shall provide an option for Claimants to indicate a preference for communication via mail instead of email. If the Settlement Administrator has an email address for a Claimant and the Claimant did not indicate on the Claim Form that they prefer to communicate via mail, the Settlement Administrator shall respond by email. In instances in which mail is used, the Settlement Administrator shall respond using the address provided on the Claim Form.

## 5.7 **Review of Claims.**

5.7.1 The Settlement Administrator shall receive, process and make determinations regarding all Claim Forms, pursuant to the terms of this Settlement Agreement, as promptly as possible. To the extent practicable, Claim Forms shall be processed in the order in which they are received.

5.7.2 The Settlement Administrator will review each Claim Form and determine if the Claim is eligible for a Settlement Payment and, if so, the amount of the Settlement Payment. The Settlement Administrator will provide the Parties with its preliminary determination (including copies of the Claim Form and accompanying documentation) regarding each Claim's eligibility within 15 days of receiving the Claim. The Defendant will have an opportunity to submit documentation supporting a Non-LG Cause, Excluded Person, Prior Reimbursement, or other objections based on documentation in its possession to the Settlement Administrator within 15 days of receiving the Settlement Administrator's preliminary eligibility determination of a Claim. The Settlement Administrator will

provide the Parties with a revised eligibility determination within 10 days of receiving any documentation from the Defendant for a Claim.

- 5.7.3 The determinations of the Settlement Administrator as to Claim eligibility shall be final, provided that after receiving the Settlement Administrator's preliminary eligibility determinations or revised eligibility determinations, as the case may be, in accordance with Section 5.7.2, the Parties may object to the Settlement Administrator's preliminary or revised determination if inconsistent with their reasonable interpretation of this Settlement Agreement relating to Claim eligibility criteria. Such objection must occur within 15 days of receiving the Settlement Administrator's preliminary or revised determination of a Claim. The Settlement Administrator will adjust its eligibility determination based on the reasonable positions of the Parties and provide the Parties with its final eligibility determination within 10 days of receiving those positions.
- 5.7.4 If a Claim Form and its accompanying documentation provided by a Claimant to the Settlement Administrator establishes, as determined by the Settlement Administrator after receiving and reviewing any related documentation by the Defendant pursuant to Section 5.7.2 and after receiving and reviewing any objections from the Parties pursuant to Section 5.7.3, that the Claim is eligible for a Settlement Payment, then the Settlement Administrator shall approve the Claim and provide written notice to the Claimant stating its final determination that their Claim has been approved, and provide a Settlement Payment in accordance with the terms of this Settlement Agreement. If a Claim Form and its accompanying documentation provided by a Claimant to the Settlement Administrator establishes, as determined by the Settlement Administrator, that the Claim is not eligible for a Settlement Payment, then the Settlement Administrator shall deny the Claim, provided, however, that the Settlement Administrator shall inform the Claimant of the denial in writing and provide the Claimant with one (1) further opportunity to establish their eligibility for a Settlement Payment. The Settlement Administrator shall provide written notice of its approval or denial to Claimants within 10 days of providing the Parties with its final eligibility determination of each Claim or within

10 days of the expiry of the Parties' deadline to object to the Settlement Administrator's preliminary or revised eligibility determination of each Claim.

5.7.5 If the Claim is not accepted or is partially accepted by the Settlement Administrator, the Settlement Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:

- (a) the amount, if any, of the Settlement Payment that the Settlement Administrator intends to provide to the Claimant;
- (b) the basis for the Settlement Administrator's decision to either deny or provide less than the full compensation requested (if applicable); and
- (c) the Claimant's one-time right to attempt to cure the deficiency that led to the Settlement Administrator's decision to deny or provide less than the full benefits requested.

5.7.6 In response to receiving the written notice under Section 5.7.5, a Claimant may:

- (a) attempt to cure the deficiency by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim within 20 days of the date of the written notice. The Settlement Administrator shall have 15 days from the date it received the cure attempt to provide written notice to the Claimant stating its final determination as to the total benefits to be paid to the Claimant, the reasons for the benefit amount if less than requested, and a Settlement Payment, if applicable; or
- (b) accept the denial or partial benefit offered by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrator within 20 days of the date of the written notice.

5.7.7 Within 15 days of the Claims Deadline, after all Claims have been submitted, the Settlement Administrator shall advise Class Counsel and the Defendant in writing of the details of the submitted Claims, including the total number of Claims, the

compensation categories claimed in each Claim, the monetary amounts requested in each Claim, and the total value of all Claims.

5.7.8 Further to Section 11.4 below, the Court retains jurisdiction to resolve any disputes that arise between the Parties regarding the administration of the Claims Program or the performance of the Settlement Administrator.

5.7.9 No materials submitted to the Settlement Administrator by any Claimant will be returned to the Claimant.

5.8 **Settlement Payments.** The Settlement Administrator may elect to invoice the Defendant for payment of Eligible Claims in a single distribution or pay Eligible Claims on a rolling basis, in its reasonable discretion, in order to issue Settlement Payments without delay. Within 30 days after receiving any request for payment from the Settlement Administrator, the Defendant shall remit by wire the required sum to an escrow account maintained by the Settlement Administrator. The Defendant reserves its rights not to make a Settlement Payment where an error is found regarding the Settlement Administrator's determination of a Settlement Payment amount and failed to correct the error. As soon as is practicable upon receipt of payment from the Defendant, the Settlement Administrator will distribute Settlement Payments to the Eligible Claimants. The Settlement Administrator shall provide Class Counsel and the Defendant with a full and complete accounting for the escrow account upon request at any time.

5.9 **Uncashed Cheques.** All cheques issued by the Settlement Administrator to Eligible Claimants shall remain valid for 180 days. Any cheque sent to an Eligible Claimant that is not cashed within 180 days shall be void. Both 90 days and 30 days in advance of the 180-day deadline, the Settlement Administrator shall send cheque-cashing reminders by email to Eligible Claimants who were sent but who have not yet cashed their cheque, and may also call and/or mail Eligible Claimants to remind them to cash their cheques. Any funds remaining in the escrow account after the uncashed cheques have been voided shall be returned to the Defendant.

- 5.10 **Reporting.** The Settlement Administrator will prepare periodic reports on the progress of the Claims Program that shall be provided to Class Counsel and the Defendant. Unless otherwise reasonably requested by Class Counsel and the Defendant, the Settlement Administrator shall provide its first report two (2) weeks after the commencement of the Claims Program, and every two (2) weeks thereafter. These reports will include information sufficient to allow Class Counsel and the Defendant to assess the Claims Program's progress. Upon request of any of the Parties, the Settlement Administrator shall also provide to Class Counsel and the Defendant a copy of any final determination notice sent by the Settlement Administrator pursuant to Section 5.7, along with a copy of the applicable Claim Form and other documentation associated with the Claim.
- 5.11 **Final Reports.** When the Claims Program is concluded (within 110 days of the Claims Deadline), the Settlement Administrator must provide a final report to the Court, Class Counsel, and the Defendant detailing the number of Eligible Claimants that received benefits under the Settlement Program and the total value of those benefits. Following a 180 day period after the conclusion of the Claims Program, the Settlement Administrator will promptly provide a report to Class Counsel and the Defendant concerning any cheques for the payment of Claims that remain uncashed.
- 5.12 **Confidentiality.** Any personal information acquired as the result of this Settlement Agreement shall be used solely for purposes of evaluating and distributing Settlement Payments. All information relating to the Claims Program and processing is confidential and proprietary and shall not be disclosed, except as necessary to the Settlement Administrator, Class Counsel, the Defendant (and its insurer), ARSPs, DMSTs and the Court in accordance with the terms of this Settlement Agreement, and as required by legal process or by the Defendant to comply with their obligations to regulators in Canada. The Settlement Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Settlement Agreement, as well as to prevent the loss, destruction, falsification or leakage of such personal information. The Settlement Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information. Within 120 days after the completion of the 180-day cheque-cashing period following the Claims Deadline,

and in compliance with the applicable retention law, the Settlement Administrator shall destroy all personal information obtained in connection with this Settlement Agreement and in a manner most likely to guarantee that such information is not obtained by unauthorized persons.

5.13 **LG's Dealings with Settlement Class Members.** If contacted before the Claims Deadline by any Settlement Class Member who has experienced a No-Cooling Event, or who makes an inquiry regarding this Settlement Agreement, or describes an experience that may make them eligible to submit a Claim hereunder, the Defendant will inform that Settlement Class Member of this Settlement Agreement, and shall provide them the name and contact information of the Settlement Administrator, the domain name of the Settlement Website, and the Settlement Phone Number.

5.14 **No Liability for Claims Administered.** No person shall have any claim against the Plaintiff, Class Counsel, the Defendant, Defendant Counsel, the Released Parties and/or the Settlement Administrator based on any determinations, distributions, actions taken, or awards made with respect to this Settlement Agreement, so long as each of these individuals and entities act in accordance with this Settlement Agreement and the Court's Notice Approval Order and Settlement Approval Order.

## 6. NOTICE PLAN

6.1 **Notice Plan.** The Notice Plan utilized to provide notice of this Settlement Agreement to the Settlement Class shall be approved in the Notice Approval Order. Following the entry of the Notice Approval Order, the Notice Plan shall be effectuated in the manner directed and approved by the Court. The Parties agree that the Notice Plan and methods of notice described in this Settlement Agreement are valid, effective and provide the best notice practicable to the Settlement Class. The Notice Plan shall be effectuated by the Settlement Administrator and shall include, at a minimum:



6.1.1 **First Notice.** The Settlement Administrator shall implement the following forms of First Notice by the First Notice Date:

- (a) **Short-Form Notice.** Short-form notices in English and French, including through print and digital media, shall be published in accordance with the directions of the Court in its Notice Approval Order. Short-form notices shall also be: (i) emailed to all potential Settlement Class Members for whom the Defendant has a valid email address and/or who have contacted Class Counsel and provided an email address; and (ii) mailed to all potential Settlement Class Members for whom the Defendant has only a valid mailing address and/or who have contacted Class Counsel and provided only a mailing address as their contact information. These short-form notices shall include details of where to access the Settlement Website on which English and French versions of a long-form notice shall be made available. The short-form notice shall be substantially in the form attached to this Settlement Agreement as **Exhibit 3A**.
- (b) **Long-Form Notice.** The long-form notice shall: (i) advise Settlement Class Members that this Settlement Agreement has been preliminarily approved by the Court in the Notice Approval Order; (ii) state that this Settlement Agreement is contingent upon the Settlement Approval Order; (iii) advise potential Settlement Class Members that they may object to this Settlement Agreement by submitting a written statement of objection clearly specifying the grounds for the objection and providing the information required by Section 7.1 to the Settlement Administrator no later than the Objection Deadline; and (iv) advise that any Settlement Class Member may enter an appearance at the Settlement Approval Motion, including through counsel of their choice at their own expense. The long-form notice shall be substantially in the form attached to this Settlement Agreement as **Exhibit 3B**.

- 6.1.2 **Settlement Approval Notice.** The Settlement Administrator shall publish a Settlement Approval Notice in English and French through print and digital media by the Settlement Approval Notice Date, in accordance with the directions of the Court in the Settlement Approval Order. The Settlement Approval Notice shall also be: (i) emailed to all potential Settlement Class Members for whom the Defendant has a valid email address and/or who have contacted Class Counsel and provided an email address; and (ii) mailed to all potential Settlement Class Members for whom the Defendant has only a valid mailing address and/or who have contacted Class Counsel and provided only a mailing address as their contact information. The Settlement Approval Notice shall: (i) advise Settlement Class Members that this Settlement Agreement has been approved by the Court in the Settlement Approval Order; (ii) advise Settlement Class Members that they may elect to opt-out of the Settlement Class by submitting an Opt-Out Form as required by Section 7.2 to the Settlement Administrator no later than the Opt-Out Deadline; (iii) state that any Settlement Class Member who does not give proper and timely notice of their intention to opt-out of the Settlement Class will be bound by the Settlement Approval Order in the Action, even if they have objected to this Settlement Agreement; and (iv) include details of how to make a Claim and where to access the Settlement Website. The Settlement Approval Notice shall be substantially in the form attached to this Settlement Agreement as **Exhibit 5**.
- 6.2 **Customers' Contact Information.** The Defendant will provide, to the extent permitted by law and reasonably available within its records, the Settlement Administrator with the contact information, including name, address, email address and telephone number, for those Settlement Class Members it has contact information for (*i.e.* consumers that purchased a Covered Model during the Class Period and received a warranty service for No-Cooling Events).
- 6.3 **Settlement Phone Number.** If the Notice Approval Order is granted by the Court, the Settlement Administrator shall establish and manage a Canadian toll-free phone number by the First Notice Date, which potential Settlement Class Members can call to receive information in English and French about (among other things): (a) this Settlement

Agreement, including information about eligibility for benefits; (b) obtaining the long-form notice of this Settlement Agreement described in Section 6.1.1(b) or any other materials described in Section 6.1; (c) the Objection Deadline and Opt-Out Deadline; (d) submitting a Claim; and (e) the dates of relevant Court proceedings, including the Settlement Approval Motion (the "**Settlement Phone Number**"). The Settlement Phone Number shall be included in all notices disseminated pursuant to this Settlement Agreement. The Settlement Administrator shall provide both Interactive Voice Response, as well as live operator support during regular business hours (e.g., 9 a.m. to 5 p.m. EST).

6.4 **Settlement Website.** If the Notice Approval Order is granted by the Court, the Settlement Administrator shall establish a public Internet website in English and French concerning this Settlement Agreement by the First Notice Date (the "**Settlement Website**"). The Settlement Website shall be included in all notices disseminated pursuant to this Settlement Agreement. The Settlement Administrator shall maintain the Settlement Website throughout the Claims Program, subject to exceptional circumstances that result in or require the website to be taken down. The Settlement Website the domain name of which is subject to the Parties' approval shall contain:

- (a) a link to LG Canada's website through which Claimants will find an up-to-date list of ARSPs;
- (b) information on the Objection Deadline, the Opt-Out Deadline, the Claims Deadline, and the dates of the relevant Court proceedings, including the Settlement Approval Motion;
- (c) copies of this Settlement Agreement with signatures redacted, the First Notice, the Settlement Approval Notice, the Claim Form, and any Orders issued in the Action relevant to this Settlement Agreement;
- (d) information concerning the submission of Claim Forms;
- (e) a mechanism by which Claimants can submit Claims electronically through the website;

- (f) the Settlement Phone Number; and
- (g) any other information the Parties determine is relevant.

6.5 **Notice of Termination.** If this Settlement Agreement is terminated after the First Notice has been published and disseminated, a notice of the termination will be given to potential Settlement Class Members. The Settlement Administrator will cause the notice of termination, in a form approved by the Court, to be published and disseminated as the Court directs.

6.6 **Cost of Notice Plan.** The reasonable cost of the Notice Plan shall be paid by the Defendant. The Defendant shall have the right to monitor, inspect and audit the costs of the First Notice and Settlement Approval Notice.

6.7 **Proof of Compliance with Notice Plan.** After publication and dissemination of the notices described in Section 6.1, the Settlement Administrator shall provide Class Counsel and the Defendant an affidavit detailing the publications and mailings described in Section 6.1, including details of its compliance with the Notice Plan, the timely completion of the Notice Plan, and its reach to the Settlement Class, to be filed with the Court by Class Counsel as an exhibit to the Plaintiffs' Settlement Approval Motion.

## 7. OBJECTIONS AND OPT-OUTS

### 7.1 **Objections.**

7.1.1 All objections to this Settlement Agreement shall be made in writing and submitted to the Settlement Administrator by mail, courier, or email on or before the Objection Deadline.

7.1.2 All objections must be signed by the potential Settlement Class Member and include the following:

- (a) the Settlement Class Member's name, mailing address, telephone number and email address (if available);

- (b) the serial number, model number and purchase date of the Settlement Class Member's LG Refrigerator;
- (c) a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable; and
- (d) whether the Settlement Class Member intends to appear in person/by videoconference, if available, or through counsel at the Settlement Approval Motion, and if appearing by counsel, the name, address, telephone number and email address of counsel.

7.1.3 Settlement Class Members who submit a valid and timely written objection to the Settlement Administrator may appear at the Settlement Approval Hearing, either in person/by videoconference, if available, or through counsel, to object to any aspect of this Settlement Agreement on the basis set forth in their objection, provided that any objector or counsel for an objector who intends to make an appearance at the Settlement Approval Hearing must state their intention to appear in their written objection.

7.1.4 Objections cannot be made on a group or class basis.

7.1.5 The Settlement Administrator will provide copies of all valid and timely written objections to Class Counsel and Defendant Counsel on a weekly basis.

7.1.6 No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall provide Class Counsel and Defendant Counsel a complete list of objections, together with copies of the written objections and any other related information.

## 7.2 **Opt-Outs.**

7.2.1 Settlement Class Members who seek to opt-out of this Settlement Agreement shall submit an Opt-Out Form substantially in the form attached to this Settlement

Agreement as **Exhibit 6**. Opt-Out Forms shall be submitted to the Settlement Administrator by mail, courier, or email on or before the Opt-Out Deadline.

7.2.2 Opt-Out Forms shall be signed by the Settlement Class Member and shall include the following:

- (a) the Settlement Class Member's name, mailing address, telephone number and email address (if available);
- (b) the serial number, model number and purchase date of the potential Settlement Class Member's LG Refrigerator; and
- (c) a statement that the Settlement Class Member elects to be excluded from the Settlement Class as follows: "I wish to exclude myself from the Settlement Class in the LG Refrigerator Class Action Settlement" (or substantially similar clear and unambiguous language).

7.2.3 If a Settlement Class Member fails to submit a properly completed Opt-Out Form, the Settlement Administrator will advise the Settlement Class Member of the deficiency in the Opt-Out Form by way of written notice and the Settlement Class Member may cure any deficiency by the Opt-Out Deadline.

7.2.4 A Settlement Class Member who submits an Opt-Out Form can, on or before the Opt-Out Deadline, withdraw their Opt-Out Form by submitting a request to the Settlement Administrator by mail, courier or email stating their desire to revoke their Opt-Out Form and containing a written or electronic signature.

7.2.5 Opt-Out Forms cannot be made on a group or class basis.

7.2.6 The Settlement Administrator will provide copies of all valid and timely Opt-Out Forms to Class Counsel and Defendant Counsel on a weekly basis.

7.2.7 No later than seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Defendant Counsel a complete list

of opt-outs, together with copies of the Opt-Out Forms and any other related information.

7.2.8 No later than 15 days after the Opt-Out Deadline, Class Counsel shall report to the Court with the number of Opt-Outs.

7.3 **Consequences for Failure to Opt-Out.** All Settlement Class Members who do not properly file a valid and timely Opt-Out Form submit to the jurisdiction of the Court and will be bound by the terms of this Settlement Agreement, including, without limitation, the Settlement Release set forth in Section 8.1 of this Settlement Agreement, as approved by the Court in the Settlement Approval Order.

## **8. RELEASE AND WAIVER**

8.1 **Release.** Upon the Effective Date, all Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys, representatives and any other person who could claim a right through the foregoing, including derivative claimants such as claimants under the *Family Law Act*, RSO 1990, c F.3, or other similar provincial legislation (the "**Releasing Parties**"), release and forever discharge, upon good and sufficient consideration, the Defendant, its administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, sales agents, and distributors, retailers, technicians, and all of the foregoing persons' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "**Released Parties**"), from any and all manner of claims, demands, actions, suits and causes of action alleged or which could have been asserted in the Action, whether direct or indirect, class, individual or otherwise in nature whether personal, derivative or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties and lawyer's fees, that the Releasing Parties, or any one of them, whether directly, indirectly, representatively, derivatively or in any capacity, ever had, have, or hereafter can, shall or may have against the Released Parties, whether known or unknown, relating in any way to any conduct by

the Released Parties prior to the close of the Class Period concerning the alleged damages from the use of the Covered Models (the "**Released Claims**") (the "**Settlement Release**").

8.2 **Possible Future Claims.** For the avoidance of doubt, Settlement Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Released Claims, the Actions and/or the Settlement Release. Nevertheless, it is the intention of the Plaintiff and Class Counsel in executing this Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle and acquit all such matters, and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

8.3 **Assumption of Risk.** Each of the Released Parties hereby does, and shall be deemed to, assume the risk that facts additional, different or contrary to the facts that each believes or understands to exist, may not exist or may be discovered after this Settlement Agreement becomes effective. Each of the Released Parties agrees that any such additional, different or contrary facts shall in no way limit, waive or reduce the foregoing release, which shall remain in full force and effect.

8.4 **Covenant Not to Sue.** Notwithstanding Section 8, for any Settlement Class Member resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasing Parties do not release the Released Parties but instead irrevocably covenant not to sue the Released Parties, or any of them, including on a joint, several, and/or solidary liability basis, and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties for, in respect of, or in relation to the Released Claims.

8.5 **Proceedings Involving Released Claims.** Settlement Class Members expressly agree that the Settlement Release and the Settlement Approval Order are, will be and may be raised as a complete defence to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Release whether in Canada or elsewhere. Settlement Class Members shall not now or hereafter institute, maintain,



prosecute, assert and/or cooperate in the institution, commencement, filing or prosecution of any suit, action and/or other proceeding, whether in Canada or elsewhere, against the Released Parties with respect to the claims, causes of action and/or any other matters subject to the Settlement Release. To the extent that they have initiated, or caused to be initiated, any suit, action or proceeding not already encompassed by the Action, whether in Canada or elsewhere, Settlement Class Members shall cause such suit, action or proceeding to come to an end, with prejudice where available, consistent with Sections 8.13 and 8.14. If a Settlement Class Member commences, files, initiates or institutes any new legal action or other proceeding for any Released Claim against any Released Party in any federal, provincial or territorial court, arbitral tribunal or administrative or other forum, whether in Canada or elsewhere: (a) such legal action or other proceeding shall, at that Settlement Class Member's cost, be brought to an end, with prejudice where available, consistent with Section 8.13 and 8.14; and (b) if permitted by law, the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Settlement Class Member arising as a result of that Settlement Class Member's breach of their obligations under this Settlement Release. This Section does not apply to preclude the continuation of any suit, action or proceeding, whether in Canada or elsewhere, as to any claim that is not a Released Claim.

**8.6 No Assignment of Claims.** The Plaintiff represents and warrants that they are the sole and exclusive owner of all claims that they personally are releasing under this Settlement Agreement. The Plaintiff further acknowledges that they have not assigned, pledged or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation any claim for benefits, proceeds or value under the Action, and that the Plaintiff is not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.

**8.7 No Subrogation Claims.** Claims brought by Settlement Class Members' party insurers or third party extended warranty companies shall not be permitted under this Settlement Agreement and in no event shall any such insurer or third party extended warranty company be a Settlement Class Member hereunder.

- 8.8 **Total Satisfaction of Released Claims.** Any benefits pursuant to this Settlement Agreement are in full, complete and total satisfaction of all of the Released Claims against the Released Parties, and sufficient and adequate consideration for each and every term of the Settlement Release. The Settlement Release shall be irrevocably binding upon the Plaintiff and all Settlement Class Members.
- 8.9 **Release not Conditioned on Claim or Payment.** The Settlement Release shall be effective with respect to all Releasing Parties, including all Settlement Class Members, regardless of whether those Settlement Class Members ultimately file a Claim or receive compensation under this Settlement Agreement.
- 8.10 **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to recommend the approval of this Settlement Agreement to the Courts and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Plaintiff agrees and specifically represents and warrants that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Settlement Release, and the legal effect of this Settlement Agreement and the Settlement Release. The representations and warranties made throughout this Settlement Agreement shall survive the execution of this Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.
- 8.11 **Material Term.** The Plaintiff and Class Counsel hereby agree and acknowledge that this Section 8 was separately bargained for and constitutes a key, material term of this Settlement Agreement that shall be reflected in the Settlement Approval Order. The failure of the Court to approve this Settlement Agreement, the Settlement Release, the covenant not to sue in Section 8.4 and the dismissals and other terminations of proceedings involving Released Claims contemplated in Sections 8.5, 8.13 and 8.14, or if the Court approves any

of them in a materially modified form from that contemplated herein, shall give rise to a right of termination by the Defendant or the Plaintiff, through Class Counsel.

8.12 **Reservation of Claims.** This Settlement Agreement shall resolve the claims of Settlement Class Members only as they relate to the Released Claims. The Parties reserve all rights to litigate liability and equitable relief of any sort for any subset of LG Refrigerators not covered by this Settlement Agreement.

8.13 **Dismissal with Prejudice.** Upon the Effective Date, the Released Claims of the Settlement Class Members and Releasing Parties will be dismissed with prejudice.

8.14 **Discontinuance of Class Action.** After the Settlement Approval Order is issued and entered, Class Counsel will discontinue, without costs, the Action.

## 9. CLASS COUNSEL FEES

### 9.1 **Negotiation of Class Counsel Fees.**

9.1.1 Class Counsel and the Defendant acknowledge that they have not discussed Class Counsel Fees prior to agreement on the terms of this Settlement Agreement. Class Counsel Fees will be subject to separate negotiation by Class Counsel and the Defendant and approval of the Court.

9.1.2 If Class Counsel and the Defendant reach an agreement on the amount of Class Counsel Fees, Class Counsel will submit the negotiated amount for approval to the Court.

9.1.3 If Class Counsel and the Defendant are unable to reach an agreement on the amount of Class Counsel Fees, Class Counsel will move for such awards to be determined by the Court. Subject to the Court's exercise of discretion, any Class Counsel Fees shall be set forth in an order separate from the Settlement Approval Order.

9.1.4 Class Counsel and the Defendant, as applicable, shall have the right to appeal from such orders relating to Class Counsel Fees. Class Counsel will not seek additional counsel fees and costs after the Court approves or awards Class Counsel Fees.

## 9.2 **Payment of Class Counsel Fees.**

9.2.1 The Defendant agrees to pay Class Counsel Fees that are fair and reasonable in all of the circumstances, which were incurred for the prosecution of the claims in the Action relating to the Released Claims and to produce this Settlement Agreement, as approved by the Courts.

9.2.2 Class Counsel Fees will become payable within 60 days following the later of: (a) the date when the Court's order concerning Class Counsel Fees becomes final and non-appealable; and (b) the date when the Court's Settlement Approval Order becomes final and non-appealable.

9.2.3 If the Settlement Approval Order is vacated, overturned, reversed or rendered void or unenforceable as a result of an appeal, or if this Settlement Agreement is voided, rescinded or otherwise terminated, Class Counsel shall, within 30 days, repay to the Defendant the Class Counsel Fees it received, plus interest Class Counsel earned on that amount, if any.

9.2.4 For avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Defendant for any sums paid to or billed by the Settlement Administrator for administration of the Claims Program, Notice Plan or any other purpose.

## 10. **MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

10.1 **Modification.** The terms and provisions of this Settlement Agreement may not be changed, altered, amended, modified or expanded except by written agreement of the Parties and approval of the Court, provided, however, that after entry of the Settlement Approval Order, the Parties may by written agreement effect such amendments, modifications or expansions of this Settlement Agreement and its implementing documents (including all schedules and exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Settlement Approval Order and do not limit the rights of Settlement Class Members under this Settlement Agreement. This

Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

10.2 **Conflicts.** Any unintended conflicts within this Settlement Agreement shall not be held against any of the Parties, but shall instead be resolved by agreement of the Parties and/or, if necessary, with the aid of the Court.

10.3 **Termination.**

10.3.1 It is an express condition of this Settlement Agreement that the Court shall enter the Settlement Approval Order and that this Settlement Agreement reach the Effective Date. In the event that the Effective Date does not occur, this Settlement Agreement shall be terminated.

10.3.2 If one Party to this Settlement Agreement considers another Party to be in material breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged material breach and provide a reasonable opportunity to cure such breach before taking any action to enforce any rights under this Settlement Agreement.

10.3.3 In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties agree in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Courts before it becomes effective.

10.3.4 If this Settlement Agreement is terminated for any reason, then:

- (a) Only those provisions necessary to effectuate such termination and to restore fully the Parties to their respective positions before entry of this Settlement Agreement shall be given effect and enforced;

- (b) The Parties shall bear their own costs, except that the Defendant shall bear the costs of the Settlement Administrator up until the date that this Settlement Agreement is terminated;
- (c) All of the provisions of this Settlement Agreement, and all negotiations, statements and proceedings relating to it, shall be without prejudice to the rights of the Plaintiff, Class Counsel, any Settlement Class Member or the Defendant;
- (d) The Released Parties expressly and affirmatively reserve all defences, arguments and motions as to all claims that have been or might later be asserted in the Action;
- (e) Neither this Settlement Agreement, the fact of its having been entered into nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever; and
- (f) Any settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect.

## **11. OTHER TERMS AND CONDITIONS**

- 11.1 **Further Incentive or Goodwill Benefit.** Nothing in this Settlement Agreement will prohibit the Defendant or its authorized retailers from offering any customer any further incentive or goodwill consideration in addition to those provided for under this Settlement Agreement, so long as the Defendant does not offer customers any incentives in lieu of the benefits offered under this Settlement Agreement or in an effort to discourage participation in the Claims Program. In the event that the Defendant or its authorized retailer offers a further incentive or goodwill benefit to a Settlement Class Member, there shall be no obligation to provide that offer to any other Settlement Class Member.
- 11.2 **Existing Warranties.** The Settlement Agreement does not extinguish, abrogate, diminish or limit Settlement Class Members' warranty rights under their warranties that

accompanied their purchase of an LG Refrigerator. For as long as those warranties remain in effect, all Settlement Class Members can pursue a warranty claim under their warranties for any issue with their LG Refrigerator, including, without limitation, a No-Cooling Event, for any claim that has not already been subject to relief from the Defendant or through this Settlement Agreement.

11.3 **No Admission of Liability.** This Settlement Agreement is made in compromise of disputed claims and shall not be construed as an admission of liability, violation of any statute or law or of any wrongdoing by the Defendant or any Released Party, or of the truth of any of the claims or allegations contained in the Action.

11.4 **Settlement Agreement Not Evidence.** The Plaintiff, Settlement Class Members and Class Counsel agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, implement and/or enforce this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

11.5 **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions and obligations of this Settlement Agreement and its own orders and judgments.

11.5.1 In the event of a breach by the Plaintiff, a Settlement Class Member, Class Counsel or the Defendant of this Settlement Agreement, the Court may exercise all of its equitable powers to enforce this Settlement Agreement and the Settlement Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

11.5.2 The Parties agree, and Settlement Class Members and Claimants will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the

resolution of any matter covered by this Settlement Agreement, the Settlement Release, or the Settlement Approval Order or the applicability of this Settlement Agreement, the Settlement Release or the Settlement Approval Order.

11.5.3 All motions to the Court with respect to any aspect of this Settlement Agreement, the Settlement Release or the Settlement Approval Order shall be presented to and be determined by the Court for resolution.

11.5.4 In the event that the provisions of this Settlement Agreement, the Settlement Release or the Settlement Approval Order are asserted by any Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action or proceeding by any Releasing Party or any other person covered by the Settlement Release, the Released Party shall be entitled to seek an immediate stay of that suit, action or proceeding until after the Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions. The Plaintiff and Class Counsel will not oppose such relief.

11.6 **Defendant Counsel Fees.** The Defendant shall bear its own counsel fees and costs in the Action.

11.7 **Representation by Counsel.** The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Settlement Agreement. Each Party represents that it understands the terms and consequences of entering into this Settlement Agreement and executes it and agrees to be bound by the terms set forth herein knowingly and voluntarily.

11.8 **Mutual Cooperation.** The Parties agree to cooperate with each other in good faith to accomplish the terms of this Settlement Agreement, including the execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement and obtain the Court's final approval of this Settlement Agreement including the entry of an order dismissing the Action with prejudice.



11.9 **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing by mail or email and addressed as follows:

For the Defendant:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

For the Plaintiff and Settlement Class:

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

Email: matt.baer@mckenzielake.com

11.10 **Drafting of Settlement Agreement.** The language of all parts of this Settlement Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Settlement Agreement. The Parties acknowledge that the terms of this Settlement Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and its counsel cooperated in the drafting and preparation of this Settlement Agreement, and this Settlement Agreement shall not be construed against any Party because of their role in drafting it.

11.11 **Entire Agreement and Integration.** This Settlement Agreement and its recitals, schedules and exhibits contain the entire agreement between the Parties relating to the settlement, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or its counsel, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly

included in this Settlement Agreement. No rights hereunder may be waived except in writing.

11.12 **Governing Law.** This Settlement Agreement and the recitals, schedules and exhibits hereto shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.

11.13 **Use in Other Proceedings.** The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, constitute an offer of compromise. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in the Action, in any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties, their counsel or the Released Parties. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person, including, but not limited to, the Released Parties or the Releasing Parties, including the Plaintiff or the Settlement Class, or as a waiver by the Released Parties or the Releasing Parties, including the Plaintiff or the Settlement Class, of any applicable privileges, claims or defenses.

11.14 **Subheadings.** Subheadings in this Settlement Agreement are for the purpose of clarity only and are not intended to modify the terms of this Settlement Agreement's text, which are controlling.

11.15 **Days.** All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Further, unless otherwise provided in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of a Court, the day of the act or event shall not be included, and the last day of the period shall

be included, unless it is a Saturday, a Sunday or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.

11.16 **Waiver.** The waiver by any party to this Settlement Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Settlement Agreement, whether prior, subsequent or contemporaneous.

11.17 **Force Majeure.** The Parties are entering into this Settlement Agreement during the period of the Covid-19 pandemic and the Parties and their counsel are subject to stay-at-home orders and guidance issued by the Canadian government and various provincial governments. The Parties recognize that their performance under this Settlement Agreement might be impacted by the Covid-19 pandemic or other force majeure circumstances beyond their control and agree that delay in payments owed under this Settlement Agreement to the extent the Defendant is unable to make such payments due to Covid-19 or other force majeure events shall not constitute a material breach. If Covid-19 or any other force majeure event materially interferes with the benefits due Settlement Class Members under this Settlement Agreement, the Parties will meet and confer in good faith to identify and implement such adjustments or modifications to the terms of this Settlement Agreement as may be required to provide Settlement Class Members with substantially equivalent benefits.

11.18 **Signatures.** Each person executing this Settlement Agreement on behalf of any Party warrants that such person has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors and assigns of the Parties.

11.19 **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed to be an original. All counterparts shall constitute one Settlement Agreement, binding on all Parties hereto, regardless of whether all Parties are signatories to the same counterpart, but this Settlement Agreement will be without effect until and unless all Parties to this Settlement Agreement have executed a counterpart.

**AGREED AND ENTERED INTO BY THE PARTIES AND THEIR RESPECTIVE  
COUNSEL ON THE DATE NOTED BELOW.**

Dated: August 3, 2023



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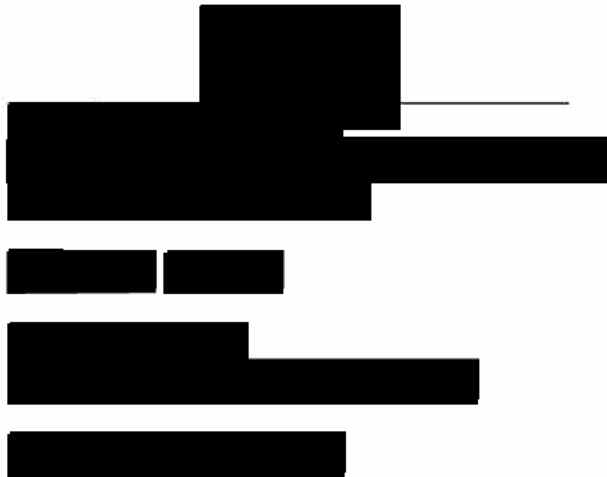
**McKENZIE LAKE LAWYERS LLP**  
140 Fullarton Street, Suite 1800  
London, Ontario N6A 5P2

**Matthew D. Baer**

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Email: [matt.baer@mckenzielake.com](mailto:matt.baer@mckenzielake.com)

Lawyers for the plaintiff



**SCHEDULE A**  
to the Settlement Agreement

<b>Covered Models of LG Refrigerators<sup>1</sup></b>	
LBNC15241*	LMXC23746*
LDCS24223*	LMXC23796*
LFCS25663*	LMXS28626*
LFCS28768*	LMXS30776*
LFCS31626*	LMXS30796*
LFX25978*	LPXS30866*
LFXS28566*	LRFXS2503*
LFXS28968*	LRMNC1813*
LFXS30796*	LSFXC2476*
LFXS32766*	LSFXC2496*
LMX28988*	UPFXC2466*

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<sup>1</sup> The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

# **Exhibit 1**

## **Claim Form**

*Prins v. LG Electronics Canada, Inc.,*  
Ontario Superior Court of Justice, Court File No. CV-21-00000810-CP

**CLAIM FORM**

**TO RECEIVE PAYMENTS RELATED TO LG REFRIGERATOR CLASS ACTION SETTLEMENT**

**INSTRUCTIONS**

This claim form is for certain LG Refrigerator owners who have experienced a No-Cooling Event, as described in the Notice of Class Action Settlement. You may be eligible for benefits from LG Electronics Canada, Inc. as a result of a class action settlement. To receive a payment from the settlement, you must complete and submit this form.

**For a full description of available benefits and eligible models, visit [\[settlement website\]](#).**

**How to Complete this Claim Form**

1. There are three ways to submit this claim form to the Settlement Administrator: (a) online at the settlement website, [\[settlement website\]](#); (b) by email to [\[email address\]](#); or (c) by mail sent to the following address: [\[address\]](#). If you submit your claim by mail, make sure to include the completed and signed claim form and all supporting materials in one envelope.
2. All questions below must be answered. Please type or print your responses in ink. Write "Not Applicable" if the question does not apply to you.
3. You may recover up to \$150 for No-Cooling Events (\$50 for Labour Costs and \$100 for Property Loss) upon signing the claim form as to each item under oath and upon verifying your Purchase Information without the need for additional proof. You may be able to recover more if you support your claim with documentary proof. To receive the maximum possible recovery, you should support your claim with receipts, invoices, photographs, payment card records, inspection records, insurance records, or any other available proof. Please keep a copy of your claim form and supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.
4. If the Settlement Administrator has any questions regarding your claim after it is submitted, you will be notified by mail and/or email. You must respond to any request by the Settlement Administrator for additional information. If you do not respond, the Settlement Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.
5. If you have any questions, please contact the Settlement Administrator by email at [\[email address\]](#) or by telephone at [\[telephone number\]](#), or send your questions to the Settlement Administrator by mail using the address above.
6. **You must notify the Settlement Administrator if your address changes. If you do not, you may not receive your payment.**
7. **DEADLINE - Your claim must be submitted to the Settlement Administrator by [\[deadline\]](#).**

**After You Submit Your Claim**

If you submit your claim online at [\[settlement website\]](#) or by email, then you will receive an electronic confirmation that your claim has been received.

If you submit your claim by mail, you will not receive an acknowledgment of receipt from the Settlement Administrator. If you want to be assured that your claim and supporting materials were received, please use a shipping method that provides delivery confirmation.

It may take several months for the Settlement Administrator to process your claim. Please check the settlement website for updates. If you are contacted by the Settlement Administrator, please respond promptly.

Your claim must be  
postmarked by:

[date]

*Prins v. LG Electronics Canada, Inc.*,  
Ontario Superior Court of Justice,  
Court File No. CV-21-00000810-CP

**LGR**

## Claim Form

### I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

Province

Postal Code

Home Phone

Cell Phone

Work Phone

Email Address

I wish to be contacted by mail instead of by email.

### II. INFORMATION ABOUT YOUR LG REFRIGERATOR

**Note:** The model number and serial number of your LG Refrigerator appear on the sticker on the inside door of your LG Refrigerator, your owner's manual, purchase receipt, invoices for in-home delivery of your LG Refrigerator, service tickets, repair documents, or certain communications with LG.

Please provide the information requested below:

Model Number of Your LG Refrigerator

Serial Number of Your LG Refrigerator

Date of Purchase of Your LG Refrigerator

Location / Retailer of Purchase of Your LG Refrigerator



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**Date of First No-Cooling Event on Your LG Refrigerator**

<p>Are you a resident of Canada who purchased an eligible LG Refrigerator (Covered Model) from an authorized retailer for household use?</p> <p>(The list of Covered Models is available on the Notice of Class Action Settlement and on the Settlement Website, <a href="#">[settlement website.]</a>)</p> <p>If you answer <b>NO</b> to this question, then please <b>STOP</b> as you are not a Settlement Class Member entitled to compensation under the Settlement.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
--	--

**I. PAYMENT SELECTIONS**

Provide responses for each of Section (1-6) below.

<p><b>Within 2 years of purchasing my LG Refrigerator, I experienced at least one or more of the following in connection with a No-Cooling Event on my LG Refrigerator:</b></p>	<p><b>Please fill in the blanks if applicable and select one box from each section that applies to you:</b></p>
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<p>1.</p>	<p><b><u>Labour Costs</u></b></p> <p>I paid for labour for a repair technician to diagnose, estimate, service, or attempt to service my LG Refrigerator following a No-Cooling Event.</p>	<p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I paid for labour for a repair technician following a No-Cooling Event and claim the Default Payment. Total amount I paid for Labour Costs: \$ _____ Paid to: _____</p> <p><input type="checkbox"/> I paid for labour for a repair technician following a No-Cooling Event and am submitting proof of payment (up to \$259). Total amount I paid for Labour Costs: \$ _____ Paid to: _____</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs, payment card records, inspection records, insurance records, etc.</u></b></p>
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<p>2. <b><u>Property Loss or Damage</u></b></p> <p>I experienced property loss or damage related to a No-Cooling Event with my LG Refrigerator (including the value of any flooring, spoiled food, beverages, medicine, or other perishables) when the No-Cooling Event occurred.</p> <p>You can include and add up Property Loss or Damage from multiple No-Cooling Events.</p>	<p>Enter the total amount of Property Loss or Damage here: \$</p> <p>Provide a brief description of the property lost or damaged (for example, groceries, beverages, prescription drugs, damage from leaking, damage to floors, etc.) and the approximate dollar amount of each category of loss or damage (attach an additional page if necessary):</p> <hr/> <hr/> <hr/> <p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I experienced property loss or damage and claim the Default Payment.</p> <p><input type="checkbox"/> I am submitting additional proof of Property Loss or Damage (up to \$2,500).</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs (with dollar values), payment card records, inspection records, insurance records, etc.</u></b></p>
<p>3. <b><u>Delayed Repair</u></b></p> <p>I waited at least ten (10) days after the date I first reported a No-Cooling Event to LG before my LG Refrigerator was repaired. (Count of waiting days excludes the date reported and the date repaired.)</p>	<p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I experienced a No-Cooling Event within 2 years of purchasing my LG Refrigerator as listed below and am submitting proof of at least 10 days of repair delay.</p> <p>Enter the date that the No-Cooling Event was first reported to LG: ____ / ____ / _____ (MM/DD/YYYY)</p> <p>Enter the date of repair: ____ / ____ / _____ (MM/DD/YYYY)</p> <p>Name of the Repair Service Provider: _____</p> <p>If you experienced delays related to more than one No-Cooling Event, please provide the dates applicable to each event. Attach an additional page if necessary.</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs, payment card records, inspection records, insurance records, etc.</u></b></p>

<p>4. <b><u>Multiple Repairs</u></b></p> <p>My LG Refrigerator had a first No-Cooling Event within 2 years of purchase, which I reported, but even though it was repaired, my LG Refrigerator had at least one more No-Cooling Event within 3 years of purchase.</p>	<p>Enter the total number of additional No-Cooling Events you experienced with your LG Refrigerator after reporting the first No-Cooling Event that was repaired:</p> <p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I experienced a first No-Cooling Event within 2 years of purchasing my LG Refrigerator, which was repaired, and at least one more No-Cooling Event within 3 years of purchase. I am submitting proof for each of the No-Cooling Events listed below.</p> <p>Enter the date of the first No-Cooling Event on your LG Refrigerator that was repaired: ____ / ____ / _____ (MM/DD/YYYY)</p> <p>Enter the date of each additional No-Cooling Event on your LG Refrigerator after the first No-Cooling Event (attach an additional page if necessary): ____ / ____ / _____ (MM/DD/YYYY)</p> <p>Name of the Repair Service Provider: _____</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs, payment card records, inspection records, insurance records, etc.</u></b></p>
<p>5. <b><u>Replacement of LG Refrigerator</u></b></p> <p>I disposed of or replaced my LG Refrigerator following a No-Cooling Event.</p>	<p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I am submitting proof that I experienced a No-Cooling Event within 2 years of purchasing my LG Refrigerator and I elected to dispose of or replace my LG Refrigerator after the No-Cooling Event.</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs, payment card records, inspection records, insurance records, etc.</u></b></p>
<p>6. <b><u>Parts Reimbursement</u></b></p> <p>I paid out-of-pocket for parts related to the cooling system of an LG Refrigerator (including a compressor, condenser, connection tube, drier, and evaporator) that were used to repair my LG Refrigerator following a No-Cooling Event.</p>	<p><b>Select one of the following:</b></p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> I am submitting additional proof of out-of-pocket payment for Parts: Total amount I paid for Parts: \$ _____ Paid to: _____</p> <p>Examples of acceptable proof include <b><u>receipts, invoices, photographs, payment card records, inspection records, insurance records, etc.</u></b></p>

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### III. PREVIOUS COMPENSATION FOR NO-COOLING EVENTS

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If you previously received compensation from LG, its retailers, insurers, or Authorized Repair Service Providers for No-Cooling Events on your LG Refrigerator, please enter the amount of compensation you received, who provided the compensation, and the date received.	Amount of compensation received: \$ _____ I received the compensation from: _____ Date compensation received: ____ / ____ / _____ (MM/DD/YYYY)
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### IV. VERIFICATION AND ATTESTATION UNDER OATH

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By signing below and submitting this Claim Form, I hereby swear under oath that I am the person identified above and the information provided in this Claim Form is, to the best of my knowledge, true and correct, and that I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

\_\_\_\_\_  
Your signature

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY

\_\_\_\_\_  
Your name

### REMINDER CHECKLIST

1. Please check and make sure you answered all the questions on the claim form as requested.
2. Please check and make sure that you signed and dated the claim form.
3. If you are requesting payment for items requiring proof, then please remember to enclose copies of the supporting documentation. Supporting proof may include receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable proof.
4. Please keep a copy of your completed claim form and any supporting documentation for your own records.
5. If you desire an acknowledgment of receipt of your claim form, please submit your claim form online utilizing the settlement website, [settlement website], or use a form of mailing that will provide you with a return receipt.
6. If you move or change addresses while your claim is pending, or if the Notice of Settlement was sent to you at an old or incorrect address, please make sure you provide the Settlement Administrator with your correct updated address to make sure you receive any payment owed to you under the Settlement.
7. If you have any questions, please first refer to the settlement website, [settlement website]. You may also contact the Settlement Administrator by calling the toll-free number, [telephone number], by email to [email address], or by writing via mail addressed to [address].

## **Exhibit 2**

### **First Notice Approval Order**

Court File No. CV-21-00000810-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) ..... THE .....  
JUSTICE SPENCER NICHOLSON ) DAY OF ....., 2023

BETWEEN:

JOHN PRINS

Plaintiff

- and -

LG ELECTRONICS CANADA, INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(First Notice Approval Order)**

**THIS MOTION**, made by the Plaintiff, for an order (1) approving the form and content of the short- and long-form notices of the Settlement Approval Hearing; (2) approving the method of dissemination of such notices (the **Notice Plan**); (3) appointing Epiq Class Action Services Canada, Inc. (**Epiq Services**) as the Settlement Administrator; (4) setting the Objection Deadline; and (5) setting a date and time for the Settlement Approval Hearing, was heard in writing on [●], 2023.

**ON READING** the materials filed by the parties, including the Settlement Agreement between them, dated August 3, 2023 (the **Settlement Agreement**), a copy of which is attached hereto as **Schedule “A”**;

**AND ON BEING ADVISED** (1) that the Defendant consents to this Order; and, (2) that Epiq Services consents to being appointed as Settlement Administrator;

1. **THIS COURT ORDERS** that the capitalized terms herein have the same meaning as in the Settlement Agreement unless otherwise defined herein;
2. **THIS COURT ORDERS** that John Prins is appointed as the Representative Plaintiff for the Settlement Class;
3. **THIS COURT ORDERS** that McKenzie Lake Lawyers LLP is appointed as Class Counsel;
4. **THIS COURT ORDERS** that Epiq Services is appointed as Settlement Administrator to perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;
5. **THIS COURT ORDERS** that the form and content of the short- and long-form notices to the Settlement Class of the Settlement Approval Motion and the means by which Settlement Class Members may object to the Settlement Agreement or otherwise participate in the Settlement Approval Motion (the **First Notice**), as set forth in Exhibits “3A” and “3B” to the Settlement Agreement and attached hereto as **Schedules “B”** and **“C”**, are hereby approved;

6. **THIS COURT ORDERS** that the First Notice shall be published and disseminated within 30 days of the entry of this Order in accordance with section 6 of the Settlement Agreement, and the Notice Plan attached hereto as **Schedule “D”**;
7. **THIS COURT ORDERS** that the dissemination of the First Notice as provided for in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice pursuant to sections 17 through 22, inclusive, of the *Class Proceedings Act, 1992*, SO 1992, c 6;
8. **THIS COURT ORDERS** that the Defendant shall pay the costs and fees of the Settlement Administrator, including the costs associated with the publishing and disseminating of the First Notice, in accordance with the terms of the Settlement Agreement;
9. **THIS COURT ORDERS AND AUTHORIZES** the Defendant to provide the Settlement Administrator with the names, mailing addresses, and email addresses (if available) of Settlement Class Members for the purpose of disseminating the First Notice;
10. **THIS COURT ORDERS** that all information provided to the Settlement Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Settlement Administrator and its agents pursuant to the applicable privacy laws and solely for the purposes of providing notice of the settlement and administering the Settlement Agreement. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with the Settlement Approval and/or orders of this Court;



11. **THIS COURT ORDERS** that a Settlement Class Member who wishes to file with the Court an objection to the Settlement Agreement must submit to the Settlement Administrator, by the date 60 days after the First Notice is first published (the **Objection Deadline**), a written statement providing the following information: (a) the Settlement Class Member's name, mailing address, telephone number, and email address (if available); (b) the serial number, model number and purchase date of the Settlement Class Member's LG Refrigerator; (c) a brief statement of the nature of and reason for the objection to the Settlement Agreement, including all factual and legal grounds for the objection; and, (d) whether the Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and email address of counsel;

12. **THIS COURT ORDERS** that the motion for approval of the Settlement Agreement (the **Settlement Approval Hearing**) will be heard at [●] on [●]. At the Settlement Approval Hearing, the Representative Plaintiff will seek the following orders:

- (a) an order certifying this Action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 for settlement purposes only;
- (b) an order approving the Settlement Agreement, the content and manner of notice to the Settlement Class of such approval, the Claim Form, the Opt-Out Form and setting the Opt-Out Deadline; and
- (c) any other order that the Court may deem appropriate;

13. **THIS COURT ORDERS** that the date and time of the Settlement Approval Hearing set forth in the First Notice is subject to adjournment by the Court without further notice to Settlement Class Members;

14. **THIS COURT ORDERS** that Class Counsel must file their motion materials in support of approval of the Settlement Agreement and corresponding Settlement, no less than seven (7) days before the Settlement Approval Hearing;
15. **THIS COURT ORDERS** that pending the Settlement Approval Motion and the Effective Date, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement, shall be stayed;
16. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order shall be set aside and declared null;
17. **THIS COURT ORDERS** that any party affected by this Order may apply to the Court for further directions;
18. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

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THE HONOURABLE JUSTICE  
SPENCER NICHOLSON

**JOHN PRINS**  
Plaintiff

-and-

Court File No.: CV-21-00000810-00CP

**LG ELECTRONICS CANADA, INC.**  
Defendant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
LONDON

**ORDER**  
**(First Notice Approval Order)**

**McKENZIE LAKE LAWYERS LLP**  
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Lawyers for the Plaintiff/Moving Party

## **Exhibit D to First Notice Approval Order**

### **Notice Plan**

## LG REFRIGERATORS CLASS ACTIONS SETTLEMENT

### NOTICE PLAN

The following is the Notice Plan developed to provide notice and information about: (i) the terms and benefits of a proposed settlement with LG Electronics Canada, Inc. (**LG Canada**) of claims relating to Covered Models of LG Refrigerators in the proposed class action commenced by John Prins (the **Settlement**); and (2) how Settlement Class Members may participate in, object to, or opt-out of the Settlement. Unless otherwise provided, capitalized terms have the same meaning as set forth in the Settlement Agreement.

#### **I. OVERVIEW**

LG Canada and Class Counsel, on behalf of the Plaintiff (collectively, the **Parties**), seek to provide comprehensive notice of the Settlement. To this end, the Notice Plan proposes to provide English and French direct notice to Settlement Class Members where available, as well as general notice through print and digital media (collectively, the **Notices**).

In addition, a Settlement Website will be established and available to Settlement Class Members as of the First Notice Date. Initially, the functionality of the Settlement Website will include, but not be limited to:

- A link to LG Canada's website through which Settlement Class Members will find an up-to-date list of Authorized Repair Service Providers;
- Posting copies of the Settlement Agreement, the First Notice, the Settlement Approval Notice, the Claim Form, the Opt-Out Form, and any Orders issued in the Action relevant to the Settlement Agreement;
- A summary of the benefits available to Eligible Claimants under the Settlement;
- The ability for Settlement Class Members to sign up to receive updates about the Settlement by inputting their contact information and contact preferences, which information will be stored in accordance with a posted privacy policy; and
- The Settlement Phone Number.

If the Settlement is approved by the Court, the Claims Program will begin as soon as reasonably practicable after the Effective Date of the Settlement Agreement. The Settlement Website will then have additional functionality to facilitate the submission of Claims. Settlement Class Members who have not opted out of the Settlement will be able to electronically submit their Claim through the Settlement Website.

The Settlement Website will also contain information on the settlement and claims process, which will be modified from time to time as necessary to reflect questions from Settlement Class Members, address any common misunderstandings and provide updated information about the Claims Program.

## II. THE NOTICES

1. The proposed Notices are as follows:

- (a) the First Notice, in English and French, which will provide information about the Settlement and its benefits, the date of the Settlement Approval Hearing, and the procedure for objecting to the Settlement; and
- (b) the Settlement Approval Notice, in English and French, which will provide notice regarding whether the Court has approved the Settlement and, if so, information about when and how to participate in the Claims Program, including the procedure for opting-out of the Settlement.

2. It is proposed that the Notices be issued in different formats, as follows:

- (a) A short-form First Notice (**Short-Form Notice**) providing a brief summary of the Settlement in a form and with content to be agreed upon by the Parties. Where e-mailed to Settlement Class Members, the Short-Form Notice will include a hyperlink to the applicable Settlement Website where a copy of the long-form First Notice will be available;
- (b) A long-form First Notice (**Long-Form Notice**) providing detailed information about the Settlement in a form and with content to be agreed upon by the Parties; and
- (c) A short-form Settlement Approval Notice in a form and with content to be agreed upon by the Parties.

## III. THE NOTICE PROGRAM

The dissemination and timing of each of the Notices is described below.

### A. First Notice

The Parties propose that the First Notice be distributed in the following manner:

- 1. The contact information available to LG Canada and Class Counsel for Settlement Class Members will be relied upon to provide direct notice. To this end:
  - (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will deliver the Short-Form Notice by e-mail, under cover of a message approved by the Parties, to:
    - i. all Settlement Class Members for whom LG Canada has a valid e-mail address; and
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address. The e-mails will contain a hyperlink to the

Settlement Website where a copy of the Long-Form Notice will be available.

- (b) If the Court grants the Notice Approval Order, by the First Notice Date, the Notice Administrator will send the Short-Form Notice by regular mail, as well as a cover letter approved by the Parties with details of where to access the applicable Settlement Website and how to request a mailing of the Long-Form Notice, to:
    - i. all Settlement Class Members for whom LG Canada has a valid mailing address, but not a valid e-mail address, as their contact information; and
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid e-mail address, as their contact information.
2. The Short-Form Notice, in English and French, will be published through print media. To this end:
  - (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will publish the Short-Form Notice in several newspapers (collectively, the **Newspapers**) in either English or French, as applicable, to supplement the direct notice being provided by e-mail and mail. These Notices will be published once as a 1/8 page advertisement in each of the following Newspapers:
    - i. The Globe and Mail (national edition)
    - ii. The National Post (national edition)
    - iii. Toronto Star
    - iv. Le Journal de Montreal
  - (b) The Notices will appear on a date to be agreed to by the Parties in an area of high visibility and not within the classifieds section.
  - (c) The Notices will provide details of where to access the applicable Settlement Website where a copy of the Long-Form Notice will be available.
3. The Short-Form Notice, in English and French, will be published through digital media. To this end:
  - (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will publish the Short-Form Notice through the Google Display Network and on Instagram.
  - (b) The Short-Form Notice will appear on a date to be agreed to by the Parties and will remain active for a period of 30 days.

- (c) The Short-Form Notice will contain a hyperlink to the Settlement Website where a copy of the Long-Form Notice will be available.
- (d) If the Court grants the Notice Approval Order, by the First Notice Date, English and French versions of the Short-Form Notice and Long-Form Notice will be provided by Class Counsel to the Canadian Bar Association (CBA) National Class Action Registry with a request that they be posted online.

## **B. Settlement Approval Notice**

1. If and when the Court approves the Settlement, the Settlement Approval Notice will be distributed in the following manner to coincide in time with the start of the Claims Program:
  - (a) Subject to any method of contact preference that a Settlement Class Member registers with the Settlement Administrator, by the Settlement Approval Notice Date, the Settlement Administrator will deliver the Settlement Approval Notice by e-mail, under cover of an e-mail message approved by the Parties, to:
    - i. all Settlement Class Members for whom LG Canada has a valid e-mail address;
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address; and
    - iii. all Settlement Class Members who provide a valid e-mail address through the Settlement Website.

The e-mails will contain a hyperlink to the Settlement Website.
  - (b) Subject to any method of contact preference that a Settlement Class Member registers with the Settlement Administrator, by the Settlement Approval Notice Date, the Settlement Administrator will send by regular mail the Settlement Approval Notice, as well as a cover letter approved by the Parties with details of where to access the Settlement Website, to:
    - i. all Settlement Class Members for whom LG Canada only has a valid mailing address;
    - ii. all Settlement Class Members who have contacted Class Counsel and only provided a valid mailing address; and
    - iii. all Settlement Class Members who only provided their mailing address through the Settlement Website.
2. In order to supplement the direct notice being provided by e-mail and mail, the Settlement Administrator will publish the Settlement Approval Notice at least once in each of the Newspapers as an advertisement in English or French, as applicable, and in a size no



smaller than 1/8 of a page. The publication of the Settlement Approval Notice will appear in the front section of the publications on the first day of the Claims Program or on the day of the week of each Newspaper's greatest circulation that falls within the first week of the Claims Program.

3. In order to further supplement the direct notice being provided by e-mail and mail, the Settlement Administrator will publish the Settlement Approval Notice, in English and French, through the Google Display Network and Instagram for a period of 30 days.
4. Within one week of the Settlement Approval Date, the Settlement Approval Notice will be provided by Class Counsel to the CBA National Class Action Registry with a request that it be posted online.

## **Exhibit 3A**

### **Short-Form Notice of Settlement Approval Hearing**

## LG REFRIGERATOR SETTLEMENT IN CANADA

### A NATIONWIDE CLASS ACTION SETTLEMENT HAS BEEN REACHED IN CANADA INVOLVING CERTAIN MODELS OF LG REFRIGERATORS\*

\*Details on Covered Models of LG Refrigerators can be found at the Settlement Website.

**IF YOU OWN OR OWNED ONE OF THESE LG REFRIGERATORS THAT WAS PRODUCED AFTER JANUARY 30, 2014, THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. READ THIS NOTICE CAREFULLY.**

This Notice is to inform you of a proposed settlement of a class action lawsuit against LG Electronics Canada, Inc. that alleges that certain LG Refrigerators contain a defect that causes them to stop cooling. None of the allegations have been proven. The parties have instead reached a voluntary settlement.

Under the proposed Settlement, you may be eligible for compensation if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labor to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on [date] at [time] by [video conference], before the following Court:

- Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

#### YOUR LEGAL RIGHTS AND OPTIONS:

- **Participate** in the Settlement, if approved by the Courts, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Court considers whether to approve it and attend an approval hearing.
- **Exclude** yourself from the Settlement (**Opt-Out**), in which case, you will not be eligible to receive any benefits. The period to exclude yourself from the Settlement will commence following the Settlement Approval Hearing, if the Settlement is approved by the Court.

To object to the Settlement, you must submit the request in writing by mail, courier, or email to the Settlement Administrator by [date].

**TO OBTAIN MORE INFORMATION, VISIT [settlement website] OR CALL 1-XXX-XXX-XXXX**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED LG REFRIGERATOR OWNERS**

**In Canada, except Québec: 1-XXX-XXX-XXXX**

**In Québec or French inquiries: 1-XXX-XXX-XXXX**

## **Exhibit 3B**

# **Long-Form Notice of Settlement Approval Hearing**

## NOTICE OF PROPOSED CLASS SETTLEMENT

If you own or owned any one of the following LG Refrigerators (the **Covered Models**), you may benefit from a class action settlement:

Covered Models					
LBNC15241*	LDCS24223*	LFCS25663*	LFCS28768*	LFCS31626*	LFX25978*
LFXS28566*	LFXS28968*	LFXS30796*	LFXS32766*	LMX28988*	LMXC23746
LMXC23796*	LMXS28626*	LMXS30776*	LMXS30796*	LPXS30866*	LRFXS2503*
LRMNC1813*	LSFXC2476*	LSFXC2496*	UPFXC2466*		

\*The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

### **THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.**

- The purpose of this notice is to inform you of a proposed settlement in *Prins v. LG Electronics Canada, Inc.*, Ontario Superior Court of Justice, Court File No. CV-21-00000810-CP (the **Action**)
- This lawsuit alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. The term **No-Cooling Event** in this notice means any event when your LG Refrigerator failed to maintain temperature levels necessary to preserve food, beverages, medicine, or other perishables. None of the allegations against the Defendant have been proven and LG Electronics Canada, Inc. (**LG Canada**) has not been found liable for any of the claims raised in this lawsuit. The parties have instead proposed a settlement in order to avoid lengthy litigation (the **Settlement**).
- Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator are each known as **Settlement Class Members** and are collectively the **Settlement Class**. Settlement Class Members may be entitled to compensation if they submit a valid and timely claim that is approved pursuant to the review process described in this notice and approved by the Court.
- Please note that payments will be made for approved claims only if the Court grants approval of the Settlement and the Settlement becomes effective. The date and time of the Settlement Approval Hearing is subject to modification by the Court so check [\[settlement website\]](#) for updates.

### Potential Settlement Benefits:

Under the Settlement, you may be eligible for compensation if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

### Settlement Approval Hearing:

The Settlement must be approved by the Court to become effective. The approval hearing will take place on [date] at [time] by [video conference], before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

### Your Legal Rights and Options:

- **Participate** in the Settlement, if approved by the Court, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Courts consider whether to approve it and attend an approval hearing to present that objection.
- **Exclude** yourself from the Settlement (**Opt-Out**), in which case, you will not be eligible to receive any benefits. The period to exclude yourself from the Settlement will commence following the Settlement Approval Hearing, if the Settlement is approved by the Court.

To object to the Settlement, you must submit the request in writing by mail, courier, or email to the Settlement Administrator by [date].

- These rights and options **and the deadlines to exercise them** are explained in this notice.

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## BASIC INFORMATION

### 1. Why did I get this notice of Proposed Class Action Settlement?

This notice has been provided to Settlement Class Members, meaning Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model produced between January 30, 2014 and the date of certification for settlement purposes. The list of Covered models included within the Settlement appears in response to Question 4. If you purchased a Covered Model and experienced a No-Cooling Event within two years of your purchase of a Covered Model, you may be eligible to receive a cash payment if you submit a claim to the Settlement Administrator.

The Court overseeing this case authorized this notice because Settlement Class Members have the right to know about a class action settlement affecting their rights. This notice explains the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

You should read this entire notice.

### 2. What is this lawsuit about?

The individual who filed this lawsuit is referred to as the **Representative Plaintiff**, and the company they sued, LG Canada is called the **Defendant** (the Representative Plaintiffs and the Defendant are, together, the **Parties**). The Representative Plaintiff alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. LG Canada denies the Plaintiff's claims. None of the allegations against the Defendant have been proven and LG Canada has not been found liable for any of the claims raised in this lawsuit. Both parties have agreed to this Settlement and the terms of the Settlement are summarized in this notice. You can read the Settlement Agreement at [\[settlement website\]](#).

Approval of the Settlement is being sought in the Ontario Superior Court of Justice (the **Court**).

### 3. Why is there a settlement?

The parties have agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can receive the payments and other benefits outlined in this notice without the delay and uncertainty of trial. The Settlement does not mean that the Defendant broke any laws or did anything wrong, and the Court did not decide which side was right.

The Parties entered into a Settlement Agreement. The Representative Plaintiff and the lawyers representing them (called **Class Counsel**) believe that the Settlement is in the best interests of the Settlement Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits describe in greater detail the rights and obligations of all the parties and are available at [\[settlement website\]](#). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.



## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are a Canadian resident who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator produced between January 30, 2014 and the date this Action is certified for settlement purposes. Some exceptions apply (*see section 5*).

The Covered Models of LG Refrigerators are listed below. This list is also available at [\[settlement website\]](#).

Covered Models					
LBNC15241*	LDCS24223*	LFCS25663*	LFCS28768*	LFCS31626*	LFX25978*
LFXS28566*	LFXS28968*	LFXS30796*	LFXS32766*	LMX28988*	LMXC23746
LMXC23796*	LMXS28626*	LMXS30776*	LMXS30796*	LPXS30866*	LRFXS2503*
LRMNC1813*	LSFXC2476*	LSFXC2496*	UPFXC2466*		

\* The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

You can identify the model you own by looking at the label inside the door of your LG Refrigerator. Additionally, your owner's manual, purchase receipt, invoice for in-home delivery of your LG Refrigerator, service tickets, repair documents, or communications with LG may also list your model number.

### 5. Who is excluded from the Settlement?

The Settlement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons. Excluded Persons are:

- the Defendant, and its directors, officers and employees;
- persons who validly opt out of the Settlement;
- persons who previously resolved and/or released their claims in an individual settlement with the Defendant with respect to the issues raised in the Action; and
- Class Counsel and the presiding judge in the Action.

**6. What should I do if I am still not sure whether I am included?**

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at [email](#) or calling the Settlement Administrator at [telephone number](#) for more information.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**7. What does the Settlement provide?**

LG has agreed to pay substantial cash payments to Settlement Class Members who experienced one or more No-Cooling Events within two years of purchase of a Covered Model.

If your Covered Model of LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, you can receive cash payments under the Settlement if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can support your claim with only a statement under oath (in which case you will receive **up to \$150** depending on the information supplied on your claim) **OR** you can support your claim with additional proof (in which case you may be eligible to receive greater cash payments). Proof may include receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof. A claim based upon your replacement of your LG Refrigerator attributable to a No-Cooling Event must be supported by proof.

If you have previously received payments from LG Canada, or its retailers, insurers, or an Authorized Repair Service Provider, for the same No-Cooling Event(s) for which you seek to recover through the claim form, the Settlement Administrator will subtract such previous payments from the total payments to be paid to you under this Settlement.

**SUMMARY OF RECOVERABLE AMOUNTS**

**Default Payment:** You can make a claim with only a statement under oath and upon verifyign your Purchase Information without additional proof. You will be eligible for the following cash payments:

- \$50 for out-of-pocket labour costs for repairs; and/or
- Up to \$100 for property loss (such as food/beverage spoilage or other property damage)
  
- **Total Possible Cash Payment Without Proof: Up to \$150.00**

**Alternative Payment:** If you submit a claim form with additional proof, meaning receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof, you will be eligible for a larger cash payment, including the following:

- **Labour Costs.** Up to \$259 for labour costs incurred in connection with repairs following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator.
- **Delayed Repairs.** Up to \$700 for delayed repairs by a Directly-Managed Mobile Service Technician under the supervision of LG Canada (a **DMST**) or a third-party repair service provider, including a retailer or a dealer, who is authorized by LG Canada to repair LG Canada products but is not under the direct supervision of LG Canada (an **Authorized Repair Service Provider** or **ARSP**) (a list of Authorized Repair Service Providers can be found at [https://www.lg.com/ca\\_en/support/find-service-center](https://www.lg.com/ca_en/support/find-service-center) or by visiting [settlement website]) following each No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof. Payments for delayed repairs will be calculated as follows: if the repairs were delayed by ten (10) days (with the initial call receipt date and service date excluded from the count), the payment will be \$100, and will increase by \$10 per day (until but not including the service date) up to 30 days; and by \$15 per day for each day thereafter (until but not including the service date) up to a maximum amount of \$700; provided, however, that any delay attributable to a Non-LG Cause, upon verification, shall be excluded from this calculation.
- **Multiple Repairs.** Up to \$1000 for experiencing two (2) or more unsuccessful repairs by a DMST or ARSP following a No-Cooling Event, as reflected in LG Canada's records or as shown by submitted proof. Payment for unsuccessful repairs will be calculated as follows: if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and another No-Cooling Event subsequently occurs within three (3) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$100; if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and two (2) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$300; and if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and three (3) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$1000. No-Cooling Events attributable to a Non-LG Cause, upon verification, shall not be eligible for relief.
- **Property Loss.** Up to \$2,500 for property loss or damage (including the value of any flooring, spoiled food/beverages/medicines/perishables attributable to a No-Cooling Event with your LG Refrigerator).
- **Replacement of LG Refrigerator.** \$650 if your LG Refrigerator was disposed of or replaced following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator. This payment will preclude recovery of any other

Alternative Payment or Default Payment, other than a Property Loss Payment or a Default Payment for Property Loss.

- **Payment for Parts.** Up to full reimbursement for payments for the replacement of any part related to the cooling system of your LG Refrigerator (*i.e.*, a compressor, condenser, connection tube, drier, and evaporator) following a No-Cooling Event that occurred within two (2) years after the date of the purchase of the LG Refrigerator at issue. This payment is available on top of a Default Payment and/or an Alternative Payment.

To receive the maximum recovery available to you under the Settlement, you must support your claim with receipts, invoices, photographs, payment card records, inspection records, insurance records, or any other available proof.

For information on how to submit a claim, please refer to Question 8 below and the Settlement Website, [settlement website].

## HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

### 8. How do I make a claim?

**The claims process has not yet begun.** If the Settlement is approved by the Court at the Settlement Approval Hearing being held on [date], you must complete and submit a valid and timely claim in order to be eligible to receive a cash payment. Your claim and supporting documentation may be submitted:

- (a) online at [settlement website] by following the instructions on how to submit a claim;
- (b) by email to the Settlement Administrator using the email address: [email]; or
- (c) by mail to the Settlement Administrator using the address: [mailing address].

You can contact the Settlement Administrator to request a claim form by telephone [telephone number], email [email], or mail at [mailing address].

Please keep a copy of your completed Claim Form and all documentation you submit for your own records. The materials you submit will not be returned to you.

If you fail to submit a Claim Form and/or any supporting documentation by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

### 9. When would I get my reimbursement?

In general, valid claims will be paid as they are approved after the date of the Court order giving final approval to the Settlement if there are no appeals (the **Effective Date**). If there are appeals, the date will be later. When the date becomes known it will be posted at [settlement website].

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearings will take place on [date] at [time] by [video conference], before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

See Question 19 for further information about the Settlement Approval Hearings.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [settlement website].

You may continue to check on the progress of the Settlement by visiting the website [settlement website], or calling [telephone number].

**10. Who will review my claim?**

Epiq Class Action Services Canada, Inc. (**Epiq Services**) has been appointed by the Court to administer the Settlement and the claims process. Once you submit a claim, it will be reviewed by the Settlement Administrator and if the claim is valid, the Settlement Administrator will send you the settlement reimbursement directly.

**11. What if my claim is found to be deficient?**

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 25 days of the notice.

**12. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself in writing as described in the answer to Question 13, you will be part of the Settlement Class if the Settlement is approved. That means that you can't sue, continue to sue, or be part of any other lawsuit against LG Canada or other related entities or individuals (listed in the Settlement Agreement, which you can view at [settlement website]) about the legal issues in this case relating to the Covered Models of LG Refrigerators. It also means that all of the Court's orders will apply to you and legally bind you.

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section 8 of the Settlement Agreement (available at [settlement website]) or you can contact the lawyers representing the Settlement Class for free:

Matthew D. Baer

**Mckenzie Lake Lawyers LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
E-mail: [matt.baer@mckenzielake.com](mailto:matt.baer@mckenzielake.com)

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue LG Canada on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement Class.

### **13. How do I get out of the Settlement?**

#### **The period to exclude yourself or opt-out of the Settlement Class has not yet begun.**

If the Settlement is approved by the Court at the Settlement Approval Hearing being held on [date], you will then have the option to exclude yourself or opt-out of the Settlement Class. The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

To exclude yourself from the Settlement, you will be required to submit an Opt-Out Form that will be available at [settlement website]. You will be required to deliver the completed Opt-Out Form by mail or courier to Epiq Services at [address], or by email at [email address].

If you exclude yourself or opt-out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders or judgments in the Action; and you will keep the right to sue on your claims at your own expense.

### **14. If I don't exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself (opt-out), you give up the right to sue LG Canada, and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against LG Canada, or other related entities or individuals, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case.

The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement 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 the Defendant over the issues in this lawsuit.

## **THE LAWYERS REPRESENTING YOU**

### **15. Do I have a lawyer in this case?**

The law firm representing all Settlement Class Members is listed below.

Matthew D. Baer

**Mckenzie Lake Lawyers LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
E-mail: [matt.baer@mckenzielake.com](mailto:matt.baer@mckenzielake.com)

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

**16. How will the lawyers representing the Settlement Class be paid?**

Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendant. It will be up to the Courts to approve or determine the amount that the Defendant will be ordered to pay for those fees and expenses. The Court may award less than the amounts requested by Class Counsel. These amounts will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting [[settlement website](#)].

The Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

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

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

If you want to object to the Settlement, you must do so in writing. You may also appear at the Settlement Approval Hearing, either in person or through your own legal counsel, at your own expense.

To object, you must deliver a signed written objection to the Settlement Administrator, Epiq Services, by mail or courier at [[address](#)], or by email at [[email address](#)]. Your signed objection must include the following:

- 1) your full name, mailing address, telephone number, and e-mail address (if applicable);
- 2) the serial number, model number and purchase date of your LG Refrigerator;

- 3) a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable;
- 4) whether you intend to appear in person/by videoconference, if available, or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel; and
- 5) your signature.

Objections must be sent by mail, courier, or e-mail to the above addresses on or before [date]. Objections submitted after this date will not be considered.

Should you wish to speak at a Settlement Approval Hearing, you must indicate your wish to do so in your written objection. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Settlement Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. You will have the opportunity to exclude yourself or opt-out of the Settlement Class following the Settlement Approval Hearing, if the Settlement is approved by the Court.

#### **THE SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

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

The Settlement Approval Hearing will take place on [date] at [time] by [video conference], before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

The videoconference access code will be posted on [settlement website] a few days prior to the hearing date.

At the Settlement Approval Hearing, the Courts will consider whether the Settlement is fair, reasonable, and in the best interests of the class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also



decide how much to pay Class Counsel. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The Settlement Approval Hearing may be rescheduled without further notice to you, so it is recommended you periodically check [settlement website] for updated information.

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

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you will receive no payments from this Settlement. You must submit a valid and timely Claim Form in order to be eligible to receive payments under the Settlement.

Unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against LG Canada, or other related entities or individuals about the legal issues in this case.

**GETTING MORE INFORMATION**

**22. Are there more details about the Settlement?**

Yes. This notice summarizes the proposed Settlement. More details are set forth in the Settlement Agreement, which you can view at [settlement website].

Neither the Defendants nor the Representative Plaintiffs make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

**23. How do I get more information?**

You can call [telephone number] toll free or visit [settlement website], where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 15.

## **Exhibit 4**

# **Settlement Approval Order**

Court File No. CV-21-00000810-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) ..... THE .....  
JUSTICE SPENCER NICHOLSON ) DAY OF ....., 2023

BETWEEN:

JOHN PRINS

Plaintiff

- and -

LG ELECTRONICS CANADA, INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**  
(Settlement Approval Order)

**THIS MOTION**, made by the Plaintiff, for an order (1) certifying this Action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 for settlement purposes only; (2) approving the Settlement Agreement, dated August 3, 2023; (3) approving the form and content of the notice of the approval of the settlement (the **Settlement Approval Notice**); (4) approving the method of dissemination of the Settlement Approval Notice (the **Notice Plan**); (5) approving the form and content of the Claim Form and Opt-Out Form; and (6) setting the Opt-Out Deadline, was heard on [●] [virtually over Zoom].

**ON READING** the materials filed by the parties, including the Settlement Agreement between them, dated August 3, 2023 (the **Settlement Agreement**), a copy of which is attached hereto as **Schedule A**, and any written objections filed, and on hearing the submissions of Class Counsel and counsel for the Defendant (and any objectors), fair and adequate notice of the within hearing having been provided to Settlement Class Members in accordance with the First Notice Approval Order of this Court, dated [●].

**AND ON BEING ADVISED** that the Defendant consents to this Order;

1. **THIS COURT ORDERS** that the capitalized terms herein have the same meaning as in the Settlement Agreement unless otherwise defined herein;
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;
3. **THIS COURT ORDERS** that this Action is certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, for settlement purposes only, on behalf of the following Settlement Class:

All Canadian residents who purchased, other than for resale, an LG Refrigerator from LG or its authorized retailers between January 30, 2014 and the date of certification, with the exception of (i) the Defendant, and its directors, officers and employees; (ii) persons who validly opt-out of the settlement; (iii) persons who previously resolved and/or released their claims in an individual settlement with the Defendant with respect to the issues raised in the Action; and (iv) Class Counsel and the presiding judge in the Action;

4. **THIS COURT ORDERS** that this Action is certified as a class proceeding, for settlement purposes only, on behalf of the Settlement Class in respect of the following common issue:

Do the Covered Models suffer from a common defect that can cause them to fail to maintain temperature levels necessary to preserve food, beverages, medicine or other perishables?;

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act*, 1992, SO 1992, c 6;

6. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms;

7. **THIS COURT ORDERS** that the benefits set forth in the Settlement Agreement are provided in full satisfaction of the obligations of the Defendant under the terms of the Settlement Agreement;

8. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Plaintiff and all Settlement Class Members;

9. **THIS COURT ORDERS** that the form and content of the Settlement Approval Notice, as set forth in Exhibit 5 to the Settlement Agreement and attached hereto as **Schedule B**, is hereby approved;

10. **THIS COURT ORDERS** that the Settlement Approval Notice shall be published and disseminated by the Settlement Administrator in accordance with the Settlement Agreement and the Notice Plan, attached hereto as **Schedule C**;

11. **THIS COURT ORDERS** that the dissemination of the Settlement Approval Notice as set out in the Settlement Agreement and in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and

satisfies the requirements of notice pursuant to sections 17 through 22, inclusive, of the *Class Proceedings Act, 1992*, SO 1992, c 6;

12. **THIS COURT ORDERS** that the Defendants shall pay the costs and fees of the Settlement Administrator, including the costs associated with publishing and disseminating the Settlement Approval Notice, in accordance with the terms of the Settlement Agreement;

13. **THIS COURT ORDERS AND AUTHORIZES** the Defendant to provide the Settlement Administrator with the names, mailing addresses and email addresses (if available) of Settlement Class Members for the purposes of disseminating the Settlement Approval Notice and otherwise implementing the Settlement Agreement;

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

15. **THIS COURT APPROVES** the form and content of the Claim Form, which will be substantially the same as that which is attached as **Schedule D** to this Order;

16. **THIS COURT ORDERS** that the deadline to submit a Claim Form will be [•] (the **Claims Deadline**), 120 days after the date on which the Settlement Approval Notice is first published;

17. **THIS COURT ORDERS** that in order to receive the eligible benefits set out in the Settlement Agreement, Settlement Class Members must submit a Claim Form to the Settlement Administrator on or before the Claims Deadline;
18. **THIS COURT ORDERS** that the form and content of the Opt-Out Form, attached hereto as **Schedule E**, is approved;
19. **THIS COURT ORDERS** that Settlement Class Members may exclude themselves from this Action by submitting an Opt-Out Form to the Settlement Administrator by mail, courier, or email on or before [•] (the **Opt-Out Deadline**), 60 days after the date on which the Settlement Approval Notice is first published;
20. **THIS COURT ORDERS** that the Plaintiff and Settlement Class Members are enjoined from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims against any of the Released Parties, unless they have submitted a valid and timely Opt-Out Form before the Opt-Out Deadline;
21. **THIS COURT ORDERS** that all Settlement Class Members who do not validly opt-out of this Action by the Opt-Out Deadline shall be bound by the terms of the Settlement Agreement, and may not opt out of this Action in the future;
22. **THIS COURT ORDERS** that this Order gives effect to the release and waiver in favour of the Defendant provided for in the Settlement Agreement;
23. **THIS COURT ORDERS** that Settlement Class Members shall be deemed to absolutely and unconditionally release and forever discharge the Released Parties of and from any and all Released Claims;

24. **THIS COURT ORDERS** that the Action shall be dismissed without costs and with prejudice as of the Effective Date;

25. **THIS COURT ORDERS** that each Settlement Class Member shall be deemed to have consented to the dismissal as against the Released Parties, without costs and with prejudice, of any and all proceedings asserting the Settlement Class Members' Released Claims;

26. **THIS COURT ORDERS** that any and all proceedings asserting the Settlement Class Members' Released Claims by any Settlement Class Member shall be dismissed against the Released Parties, without costs and with prejudice;

27. **THIS COURT ORDERS** that the Settlement Class Members shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or other person, any action, suit, cause of action, claim or demand against any Released Party, or against any other person who is entitled to claim contribution or indemnity from any Released Party, in respect of any Released Claim, unless they have submitted a valid Opt-Out Form by the Opt-Out Deadline;

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



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

30. **THIS COURT ORDERS** that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, subject to the terms and conditions set out in the Settlement Agreement;

31. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

32. **THIS COURT ORDERS** that if the Case-Management Judge originally assigned in this Action is, for any reason, unable to fulfill any of the duties set out in the Settlement Agreement, another Judge of this Court shall be appointed in his stead;

33. **THIS COURT DECLARES** that where any term of this Order and the Settlement Agreement conflict, the term contained in this Order shall govern;

34. **THIS COURT ORDERS** that there shall be no costs of this motion.

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THE HONOURABLE JUSTICE  
SPENCER NICHOLSON

**JOHN PRINS**  
Plaintiff

-and-

**LG ELECTRONICS CANADA, INC.**  
Defendant

Court File No. CV-21- 00000810-00CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
LONDON

**ORDER**  
**(Settlement Approval Order)**

**McKENZIE LAKE LAWYERS LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
Tel: 519-672-5666  
Fax: 519-672-2674

**Michael J Peerless** (LSO # 34127P)  
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**Matthew D Baer** (LSO # 48227K)  
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**Emily Assini** (LSO # 59137J)  
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Lawyers for the Plaintiff/Moving Party

Electronically filed / Déposé par voie électronique : 23-Oct-2023  
London Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-21-00000810-00CP

## **Exhibit 5**

# **Settlement Approval Notice**

## LEGAL NOTICE OF COURT APPROVAL OF LG REFRIGERATOR SETTLEMENT IN CANADA

**A NATIONWIDE SETTLEMENT IN CANADA HAS BEEN APPROVED BY THE COURT INVOLVING CERTAIN MODELS OF LG REFRIGERATORS.\***

\*Details on Covered Models of LG Refrigerators can be found at the Settlement Website.

**IF YOU OWN OR OWNED ONE OF THESE LG REFRIGERATORS THAT WAS PRODUCED AFTER JANUARY 30, 2014, YOU MAY BE ELIGIBLE FOR BENEFITS. READ THIS NOTICE CAREFULLY.**

This Notice is to inform you of court approval of a nationwide settlement of a class action lawsuit against LG Electronics Canada, Inc. that alleges that certain LG Refrigerators contain a defect that causes them to stop cooling. None of the allegations have been proven. The parties have instead reached a voluntary settlement.

Under the proposed settlement, you can receive money by making a claim if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labor to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event of your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

### HOW DO I SUBMIT A CLAIM?

- In order to receive money from this Settlement, you must submit a completed claim form by [date].
- You may submit a claim online through [settlement website] or by email to [email address].
- Alternatively, you may complete a paper claim form available at [settlement website] and submit your form by mail to the address indicated on the form.
- If you submit a claim form or do nothing, you will be bound by the Settlement terms and the orders issued by the Court concerning the Settlement.
- If you wish to be excluded from the Settlement Class, you must submit an Opt-Out Form by mail, courier or email by [date].
- For specific information on how to submit an Opt-Out Form, please visit [settlement website].

The Court will approve legal fees to Class Counsel. Those amounts will be paid separately and will not reduce the settlement benefits.

**TO OBTAIN MORE INFORMATION, VISIT [settlement website].**

**OR CALL 1-XXX-XXX-XXXX**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED LG REFRIGERATOR OWNERS**

**In Canada, except Québec: 1-XXX-XXX-XXXX**

**In Québec or French inquiries: 1-XXX-XXX-XXXX**

## **Exhibit 6**

### **Opt-Out Form**

*Prins v. LG Electronics Canada, Inc.,*  
Ontario Superior Court of Justice, Court File No. CV-21-00000810-CP

**Opt-Out Form**

ONLY SUBMIT THIS FORM IF YOU **DO NOT** WANT TO PARTICIPATE IN AND CLAIM BENEFITS UNDER THE SETTLEMENT.

**Instructions:** Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO BE EXCLUDED** from the proposed LG Refrigerator Class Action Settlement in Canada.

**I. REQUESTOR INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

Last Name:		First Name:		Middle Initial:
Address:			Suite Number:	
City:	Province:	Postal Code:	Country:	
Phone Number:		Email Address (if available):		

**II. REPRESENTATIVE IDENTIFICATION (ONLY COMPLETE IF SUBMITTING ON BEHALF OF A PERSON WHO IS DECEASED OR A MINOR OR FOR OTHER REASON)**

If you are opting out of the proposed settlement on someone else's behalf, please provide the following personal identification information **and** attach a copy of your power of attorney, court order or other authorization that allows you to represent this person.

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:					
<input type="checkbox"/>	DECEASED	<input type="checkbox"/>	A MINOR	<input type="checkbox"/>	OTHER REASON (Identify: _____)
Representative's Last Name:		Representative's First Name:		Representative's Relationship to Requestor:	
Representative's Mailing Address:			Suite Number:		
City:	Province/State:	Postal Code/Zip Code:		Country:	
Representative's Phone Number:	Representative's Email Address:			Representative's Law Firm Name (if applicable):	

**NOTE: THIS OPT OUT REQUEST WILL BE INVALID UNLESS SIGNED PERSONALLY BY THE**

**REQUESTOR EXCEPT WHERE THE REQUESTOR IS DECEASED, A MINOR OR LEGALLY INCAPACITATED.**

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**III. LG REFRIGERATOR IDENTIFICATION AND PROOF OF OWNERSHIP**

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**Note:** The model number and serial number of your LG Refrigerator appear on the sticker on the inside door of your LG Refrigerator, your owner's manual, purchase receipt, invoices for in-home delivery of your LG Refrigerator, service tickets, repair documents, or certain communications with LG.

**PLEASE COMPLETE THE INFORMATION REQUESTED BELOW AND PROVIDE PROOF OF PURCHASE (RECEIPT, INVOICE, REPAIR DOCUMENTS).**

**Model Number of Your LG Refrigerator**

**Serial Number of Your LG Refrigerator**

**Date of Purchase of Your LG Refrigerator**

**Location / Retailer of Purchase of Your LG Refrigerator**

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**IV. I WISH TO OPT OUT**

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Check the box below to confirm your intention to opt out of the proposed LG Refrigerator Class Action Settlement.

I wish to exclude myself from the Settlement Class in the LG Refrigerator Class Action Settlement.

**I OPT OUT**

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**V. SIGNATURE**

---

\_\_\_\_\_  
Your Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
YYYY MM DD

If you wish to opt out of the proposed Settlement, your Opt-Out Form and any attachment **MUST** be sent by mail or courier to Epiq Class Action Services Canada, Inc. at [address], or by email at [email address] on or before [opt-out deadline].

If you submit this form, you will not be able to receive any benefits that may be available under the Settlement unless you withdraw this Opt-Out Form. Any request to withdraw this Opt-Out Form **MUST** be sent on or before [insert opt-out deadline] to the address or email address given above. After that date, you must obtain a Court order to be allowed back in to the Settlement Class.

**LG REFRIGERATOR SETTLEMENT IN CANADA****A NATIONWIDE CLASS ACTION SETTLEMENT HAS BEEN REACHED IN CANADA  
INVOLVING CERTAIN MODELS OF LG REFRIGERATORS\***

\*Details on Covered Models of LG Refrigerators can be found at the Settlement Website.

**IF YOU OWN OR OWNED ONE OF THESE LG REFRIGERATORS THAT WAS PRODUCED AFTER JANUARY 30, 2014, THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. READ THIS NOTICE CAREFULLY.**

This Notice is to inform you of a proposed settlement of a class action lawsuit against LG Electronics Canada, Inc. that alleges that certain LG Refrigerators contain a defect that causes them to stop cooling. None of the allegations have been proven. The parties have instead reached a voluntary settlement.

Under the proposed Settlement, you may be eligible for compensation if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labor to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[date]** at **[time]** by **[video conference]**, before the following Court:

- Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

**YOUR LEGAL RIGHTS AND OPTIONS:**

- **Participate** in the Settlement, if approved by the Courts, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Court considers whether to approve it and attend an approval hearing.
- **Exclude** yourself from the Settlement (**Opt-Out**), in which case, you will not be eligible to receive any benefits. The period to exclude yourself from the Settlement will commence following the Settlement Approval Hearing, if the Settlement is approved by the Court.

To object to the Settlement, you must submit the request in writing by mail, courier, or email to the Settlement Administrator by **[date]**.

**TO OBTAIN MORE INFORMATION, VISIT **[settlement website]** OR CALL 1-XXX-XXX-XXXX**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED LG REFRIGERATOR OWNERS**

**In Canada, except Québec: 1-XXX-XXX-XXXX**

**In Québec or French inquiries: 1-XXX-XXX-XXXX**



## NOTICE OF PROPOSED CLASS SETTLEMENT

If you own or owned any one of the following LG Refrigerators (the **Covered Models**), you may benefit from a class action settlement:

Covered Models					
LBNC15241*	LDCS24223*	LFCS25663*	LFCS28768*	LFCS31626*	LFX25978*
LFXS28566*	LFXS28968*	LFXS30796*	LFXS32766*	LMX28988*	LMXC23746
LMXC23796*	LMXS28626*	LMXS30776*	LMXS30796*	LPXS30866*	LRFXS2503*
LRMNC1813*	LSFXC2476*	LSFXC2496*	UPFXC2466*		

\*The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

### **THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.**

- The purpose of this notice is to inform you of a proposed settlement in *Prins v. LG Electronics Canada, Inc.*, Ontario Superior Court of Justice, Court File No. CV-21-00000810-CP (the **Action**)
- This lawsuit alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. The term **No-Cooling Event** in this notice means any event when your LG Refrigerator failed to maintain temperature levels necessary to preserve food, beverages, medicine, or other perishables. None of the allegations against the Defendant have been proven and LG Electronics Canada, Inc. (**LG Canada**) has not been found liable for any of the claims raised in this lawsuit. The parties have instead proposed a settlement in order to avoid lengthy litigation (the **Settlement**).
- Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator are each known as **Settlement Class Members** and are collectively the **Settlement Class**. Settlement Class Members may be entitled to compensation if they submit a valid and timely claim that is approved pursuant to the review process described in this notice and approved by the Court.
- Please note that payments will be made for approved claims only if the Court grants approval of the Settlement and the Settlement becomes effective. The date and time of the Settlement Approval Hearing is subject to modification by the Court so check [\[settlement website\]](#) for updates.

### Potential Settlement Benefits:

Under the Settlement, you may be eligible for compensation if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

### Settlement Approval Hearing:

The Settlement must be approved by the Court to become effective. The approval hearing will take place on [date] at [time] by [video conference], before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

### Your Legal Rights and Options:

- **Participate** in the Settlement, if approved by the Court, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Courts consider whether to approve it and attend an approval hearing to present that objection.
- **Exclude** yourself from the Settlement (**Opt-Out**), in which case, you will not be eligible to receive any benefits. The period to exclude yourself from the Settlement will commence following the Settlement Approval Hearing, if the Settlement is approved by the Court.

To object to the Settlement, you must submit the request in writing by mail, courier, or email to the Settlement Administrator by [date].

- These rights and options **and the deadlines to exercise them** are explained in this notice.

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## BASIC INFORMATION

### 1. Why did I get this notice of Proposed Class Action Settlement?

This notice has been provided to Settlement Class Members, meaning Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model produced between January 30, 2014 and the date of certification for settlement purposes. The list of Covered models included within the Settlement appears in response to Question 4. If you purchased a Covered Model and experienced a No-Cooling Event within two years of your purchase of a Covered Model, you may be eligible to receive a cash payment if you submit a claim to the Settlement Administrator.

The Court overseeing this case authorized this notice because Settlement Class Members have the right to know about a class action settlement affecting their rights. This notice explains the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

You should read this entire notice.

### 2. What is this lawsuit about?

The individual who filed this lawsuit is referred to as the **Representative Plaintiff**, and the company they sued, LG Canada is called the **Defendant** (the Representative Plaintiffs and the Defendant are, together, the **Parties**). The Representative Plaintiff alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. LG Canada denies the Plaintiff's claims. None of the allegations against the Defendant have been proven and LG Canada has not been found liable for any of the claims raised in this lawsuit. Both parties have agreed to this Settlement and the terms of the Settlement are summarized in this notice. You can read the Settlement Agreement at [\[settlement website\]](#).

Approval of the Settlement is being sought in the Ontario Superior Court of Justice (the **Court**).

### 3. Why is there a settlement?

The parties have agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can receive the payments and other benefits outlined in this notice without the delay and uncertainty of trial. The Settlement does not mean that the Defendant broke any laws or did anything wrong, and the Court did not decide which side was right.

The Parties entered into a Settlement Agreement. The Representative Plaintiff and the lawyers representing them (called **Class Counsel**) believe that the Settlement is in the best interests of the Settlement Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits describe in greater detail the rights and obligations of all the parties and are available at [\[settlement website\]](#). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are a Canadian resident who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator produced between January 30, 2014 and the date this Action is certified for settlement purposes. Some exceptions apply (*see section 5*).

The Covered Models of LG Refrigerators are listed below. This list is also available at [\[settlement website\]](#).

Covered Models					
LBNC15241*	LDCS24223*	LFCS25663*	LFCS28768*	LFCS31626*	LFX25978*
LFXS28566*	LFXS28968*	LFXS30796*	LFXS32766*	LMX28988*	LMXC23746
LMXC23796*	LMXS28626*	LMXS30776*	LMXS30796*	LPXS30866*	LRFXS2503*
LRMNC1813*	LSFXC2476*	LSFXC2496*	UPFXC2466*		

\* The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

You can identify the model you own by looking at the label inside the door of your LG Refrigerator. Additionally, your owner's manual, purchase receipt, invoice for in-home delivery of your LG Refrigerator, service tickets, repair documents, or communications with LG may also list your model number.

### 5. Who is excluded from the Settlement?

The Settlement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons. Excluded Persons are:

- the Defendant, and its directors, officers and employees;
- persons who validly opt out of the Settlement;
- persons who previously resolved and/or released their claims in an individual settlement with the Defendant with respect to the issues raised in the Action; and
- Class Counsel and the presiding judge in the Action.

**6. What should I do if I am still not sure whether I am included?**

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at [email](#) or calling the Settlement Administrator at [telephone number](#) for more information.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**7. What does the Settlement provide?**

LG has agreed to pay substantial cash payments to Settlement Class Members who experienced one or more No-Cooling Events within two years of purchase of a Covered Model.

If your Covered Model of LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, you can receive cash payments under the Settlement if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can support your claim with only a statement under oath (in which case you will receive **up to \$150** depending on the information supplied on your claim) **OR** you can support your claim with additional proof (in which case you may be eligible to receive greater cash payments). Proof may include receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof. A claim based upon your replacement of your LG Refrigerator attributable to a No-Cooling Event must be supported by proof.

If you have previously received payments from LG Canada, or its retailers, insurers, or an Authorized Repair Service Provider, for the same No-Cooling Event(s) for which you seek to recover through the claim form, the Settlement Administrator will subtract such previous payments from the total payments to be paid to you under this Settlement.

**SUMMARY OF RECOVERABLE AMOUNTS**

**Default Payment:** You can make a claim with only a statement under oath and upon verifyign your Purchase Information without additional proof. You will be eligible for the following cash payments:

- \$50 for out-of-pocket labour costs for repairs; and/or
- Up to \$100 for property loss (such as food/beverage spoilage or other property damage)
  
- **Total Possible Cash Payment Without Proof: Up to \$150.00**

**Alternative Payment:** If you submit a claim form with additional proof, meaning receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof, you will be eligible for a larger cash payment, including the following:

- **Labour Costs.** Up to \$259 for labour costs incurred in connection with repairs following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator.
- **Delayed Repairs.** Up to \$700 for delayed repairs by a Directly-Managed Mobile Service Technician under the supervision of LG Canada (a **DMST**) or a third-party repair service provider, including a retailer or a dealer, who is authorized by LG Canada to repair LG Canada products but is not under the direct supervision of LG Canada (an **Authorized Repair Service Provider** or **ARSP**) (a list of Authorized Repair Service Providers can be found at [https://www.lg.com/ca\\_en/support/find-service-center](https://www.lg.com/ca_en/support/find-service-center) or by visiting [settlement website]) following each No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof. Payments for delayed repairs will be calculated as follows: if the repairs were delayed by ten (10) days (with the initial call receipt date and service date excluded from the count), the payment will be \$100, and will increase by \$10 per day (until but not including the service date) up to 30 days; and by \$15 per day for each day thereafter (until but not including the service date) up to a maximum amount of \$700; provided, however, that any delay attributable to a Non-LG Cause, upon verification, shall be excluded from this calculation.
- **Multiple Repairs.** Up to \$1000 for experiencing two (2) or more unsuccessful repairs by a DMST or ARSP following a No-Cooling Event, as reflected in LG Canada's records or as shown by submitted proof. Payment for unsuccessful repairs will be calculated as follows: if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and another No-Cooling Event subsequently occurs within three (3) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$100; if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and two (2) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$300; and if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and three (3) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$1000. No-Cooling Events attributable to a Non-LG Cause, upon verification, shall not be eligible for relief.
- **Property Loss.** Up to \$2,500 for property loss or damage (including the value of any flooring, spoiled food/beverages/medicines/perishables attributable to a No-Cooling Event with your LG Refrigerator).
- **Replacement of LG Refrigerator.** \$650 if your LG Refrigerator was disposed of or replaced following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator. This payment will preclude recovery of any other

Alternative Payment or Default Payment, other than a Property Loss Payment or a Default Payment for Property Loss.

- **Payment for Parts.** Up to full reimbursement for payments for the replacement of any part related to the cooling system of your LG Refrigerator (*i.e.*, a compressor, condenser, connection tube, drier, and evaporator) following a No-Cooling Event that occurred within two (2) years after the date of the purchase of the LG Refrigerator at issue. This payment is available on top of a Default Payment and/or an Alternative Payment.

To receive the maximum recovery available to you under the Settlement, you must support your claim with receipts, invoices, photographs, payment card records, inspection records, insurance records, or any other available proof.

For information on how to submit a claim, please refer to Question 8 below and the Settlement Website, [settlement website].

## HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

### 8. How do I make a claim?

**The claims process has not yet begun.** If the Settlement is approved by the Court at the Settlement Approval Hearing being held on [date], you must complete and submit a valid and timely claim in order to be eligible to receive a cash payment. Your claim and supporting documentation may be submitted:

- (a) online at [settlement website] by following the instructions on how to submit a claim;
- (b) by email to the Settlement Administrator using the email address: [email]; or
- (c) by mail to the Settlement Administrator using the address: [mailing address].

You can contact the Settlement Administrator to request a claim form by telephone [telephone number], email [email], or mail at [mailing address].

Please keep a copy of your completed Claim Form and all documentation you submit for your own records. The materials you submit will not be returned to you.

If you fail to submit a Claim Form and/or any supporting documentation by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

### 9. When would I get my reimbursement?

In general, valid claims will be paid as they are approved after the date of the Court order giving final approval to the Settlement if there are no appeals (the **Effective Date**). If there are appeals, the date will be later. When the date becomes known it will be posted at [settlement website].

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearings will take place on [date] at [time] by [video conference], before the following Court:



Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

See Question 19 for further information about the Settlement Approval Hearings.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [settlement website].

You may continue to check on the progress of the Settlement by visiting the website [settlement website], or calling [telephone number].

**10. Who will review my claim?**

Epiq Class Action Services Canada, Inc. (**Epiq Services**) has been appointed by the Court to administer the Settlement and the claims process. Once you submit a claim, it will be reviewed by the Settlement Administrator and if the claim is valid, the Settlement Administrator will send you the settlement reimbursement directly.

**11. What if my claim is found to be deficient?**

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 25 days of the notice.

**12. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself in writing as described in the answer to Question 13, you will be part of the Settlement Class if the Settlement is approved. That means that you can't sue, continue to sue, or be part of any other lawsuit against LG Canada or other related entities or individuals (listed in the Settlement Agreement, which you can view at [settlement website]) about the legal issues in this case relating to the Covered Models of LG Refrigerators. It also means that all of the Court's orders will apply to you and legally bind you.

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section 8 of the Settlement Agreement (available at [settlement website]) or you can contact the lawyers representing the Settlement Class for free:

Matthew D. Baer

**Mckenzie Lake Lawyers LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
E-mail: [matt.baer@mckenzielake.com](mailto:matt.baer@mckenzielake.com)

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue LG Canada on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement Class.

### **13. How do I get out of the Settlement?**

#### **The period to exclude yourself or opt-out of the Settlement Class has not yet begun.**

If the Settlement is approved by the Court at the Settlement Approval Hearing being held on [date], you will then have the option to exclude yourself or opt-out of the Settlement Class. The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

To exclude yourself from the Settlement, you will be required to submit an Opt-Out Form that will be available at [settlement website]. You will be required to deliver the completed Opt-Out Form by mail or courier to Epiq Services at [address], or by email at [email address].

If you exclude yourself or opt-out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders or judgments in the Action; and you will keep the right to sue on your claims at your own expense.

### **14. If I don't exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself (opt-out), you give up the right to sue LG Canada, and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against LG Canada, or other related entities or individuals, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case.

The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement 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 the Defendant over the issues in this lawsuit.

## **THE LAWYERS REPRESENTING YOU**

### **15. Do I have a lawyer in this case?**

The law firm representing all Settlement Class Members is listed below.

Matthew D. Baer

**Mckenzie Lake Lawyers LLP**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
E-mail: [matt.baer@mckenzielake.com](mailto:matt.baer@mckenzielake.com)

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

**16. How will the lawyers representing the Settlement Class be paid?**

Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendant. It will be up to the Courts to approve or determine the amount that the Defendant will be ordered to pay for those fees and expenses. The Court may award less than the amounts requested by Class Counsel. These amounts will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting [[settlement website](#)].

The Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

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

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

If you want to object to the Settlement, you must do so in writing. You may also appear at the Settlement Approval Hearing, either in person or through your own legal counsel, at your own expense.

To object, you must deliver a signed written objection to the Settlement Administrator, Epiq Services, by mail or courier at [[address](#)], or by email at [[email address](#)]. Your signed objection must include the following:

- 1) your full name, mailing address, telephone number, and e-mail address (if applicable);
- 2) the serial number, model number and purchase date of your LG Refrigerator;

- 3) a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable;
- 4) whether you intend to appear in person/by videoconference, if available, or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel; and
- 5) your signature.

Objections must be sent by mail, courier, or e-mail to the above addresses on or before [date]. Objections submitted after this date will not be considered.

Should you wish to speak at a Settlement Approval Hearing, you must indicate your wish to do so in your written objection. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Settlement Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. You will have the opportunity to exclude yourself or opt-out of the Settlement Class following the Settlement Approval Hearing, if the Settlement is approved by the Court.

#### **THE SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

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

The Settlement Approval Hearing will take place on [date] at [time] by [video conference], before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

The videoconference access code will be posted on [settlement website] a few days prior to the hearing date.

At the Settlement Approval Hearing, the Courts will consider whether the Settlement is fair, reasonable, and in the best interests of the class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also

decide how much to pay Class Counsel. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The Settlement Approval Hearing may be rescheduled without further notice to you, so it is recommended you periodically check [settlement website] for updated information.

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

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you do nothing, you will receive no payments from this Settlement. You must submit a valid and timely Claim Form in order to be eligible to receive payments under the Settlement.

Unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against LG Canada, or other related entities or individuals about the legal issues in this case.

**GETTING MORE INFORMATION**

**22. Are there more details about the Settlement?**

Yes. This notice summarizes the proposed Settlement. More details are set forth in the Settlement Agreement, which you can view at [settlement website].

Neither the Defendants nor the Representative Plaintiffs make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

**23. How do I get more information?**

You can call [telephone number] toll free or visit [settlement website], where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 15.

## LG REFRIGERATORS CLASS ACTIONS SETTLEMENT

### NOTICE PLAN

The following is the Notice Plan developed to provide notice and information about: (i) the terms and benefits of a proposed settlement with LG Electronics Canada, Inc. (**LG Canada**) of claims relating to Covered Models of LG Refrigerators in the proposed class action commenced by John Prins (the **Settlement**); and (2) how Settlement Class Members may participate in, object to, or opt-out of the Settlement. Unless otherwise provided, capitalized terms have the same meaning as set forth in the Settlement Agreement.

#### **I. OVERVIEW**

LG Canada and Class Counsel, on behalf of the Plaintiff (collectively, the **Parties**), seek to provide comprehensive notice of the Settlement. To this end, the Notice Plan proposes to provide English and French direct notice to Settlement Class Members where available, as well as general notice through print and digital media (collectively, the **Notices**).

In addition, a Settlement Website will be established and available to Settlement Class Members as of the First Notice Date. Initially, the functionality of the Settlement Website will include, but not be limited to:

- A link to LG Canada's website through which Settlement Class Members will find an up-to-date list of Authorized Repair Service Providers;
- Posting copies of the Settlement Agreement, the First Notice, the Settlement Approval Notice, the Claim Form, the Opt-Out Form, and any Orders issued in the Action relevant to the Settlement Agreement;
- A summary of the benefits available to Eligible Claimants under the Settlement;
- The ability for Settlement Class Members to sign up to receive updates about the Settlement by inputting their contact information and contact preferences, which information will be stored in accordance with a posted privacy policy; and
- The Settlement Phone Number.

If the Settlement is approved by the Court, the Claims Program will begin as soon as reasonably practicable after the Effective Date of the Settlement Agreement. The Settlement Website will then have additional functionality to facilitate the submission of Claims. Settlement Class Members who have not opted out of the Settlement will be able to electronically submit their Claim through the Settlement Website.

The Settlement Website will also contain information on the settlement and claims process, which will be modified from time to time as necessary to reflect questions from Settlement Class Members, address any common misunderstandings and provide updated information about the Claims Program.

## II. THE NOTICES

1. The proposed Notices are as follows:

- (a) the First Notice, in English and French, which will provide information about the Settlement and its benefits, the date of the Settlement Approval Hearing, and the procedure for objecting to the Settlement; and
- (b) the Settlement Approval Notice, in English and French, which will provide notice regarding whether the Court has approved the Settlement and, if so, information about when and how to participate in the Claims Program, including the procedure for opting-out of the Settlement.

2. It is proposed that the Notices be issued in different formats, as follows:

- (a) A short-form First Notice (**Short-Form Notice**) providing a brief summary of the Settlement in a form and with content to be agreed upon by the Parties. Where e-mailed to Settlement Class Members, the Short-Form Notice will include a hyperlink to the applicable Settlement Website where a copy of the long-form First Notice will be available;
- (b) A long-form First Notice (**Long-Form Notice**) providing detailed information about the Settlement in a form and with content to be agreed upon by the Parties; and
- (c) A short-form Settlement Approval Notice in a form and with content to be agreed upon by the Parties.

## III. THE NOTICE PROGRAM

The dissemination and timing of each of the Notices is described below.

### A. First Notice

The Parties propose that the First Notice be distributed in the following manner:

- 1. The contact information available to LG Canada and Class Counsel for Settlement Class Members will be relied upon to provide direct notice. To this end:
  - (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will deliver the Short-Form Notice by e-mail, under cover of a message approved by the Parties, to:
    - i. all Settlement Class Members for whom LG Canada has a valid e-mail address; and
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address. The e-mails will contain a hyperlink to the

Settlement Website where a copy of the Long-Form Notice will be available.

- (b) If the Court grants the Notice Approval Order, by the First Notice Date, the Notice Administrator will send the Short-Form Notice by regular mail, as well as a cover letter approved by the Parties with details of where to access the applicable Settlement Website and how to request a mailing of the Long-Form Notice, to:
    - i. all Settlement Class Members for whom LG Canada has a valid mailing address, but not a valid e-mail address, as their contact information; and
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid e-mail address, as their contact information.
2. The Short-Form Notice, in English and French, will be published through print media. To this end:
- (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will publish the Short-Form Notice in several newspapers (collectively, the **Newspapers**) in either English or French, as applicable, to supplement the direct notice being provided by e-mail and mail. These Notices will be published once as a 1/8 page advertisement in each of the following Newspapers:
    - i. The Globe and Mail (national edition)
    - ii. The National Post (national edition)
    - iii. Toronto Star
    - iv. Le Journal de Montreal
  - (b) The Notices will appear on a date to be agreed to by the Parties in an area of high visibility and not within the classifieds section.
  - (c) The Notices will provide details of where to access the applicable Settlement Website where a copy of the Long-Form Notice will be available.
3. The Short-Form Notice, in English and French, will be published through digital media. To this end:
- (a) If the Court grants the Notice Approval Order, by the First Notice Date, the Settlement Administrator will publish the Short-Form Notice through the Google Display Network and on Instagram.
  - (b) The Short-Form Notice will appear on a date to be agreed to by the Parties and will remain active for a period of 30 days.



- (c) The Short-Form Notice will contain a hyperlink to the Settlement Website where a copy of the Long-Form Notice will be available.
- (d) If the Court grants the Notice Approval Order, by the First Notice Date, English and French versions of the Short-Form Notice and Long-Form Notice will be provided by Class Counsel to the Canadian Bar Association (CBA) National Class Action Registry with a request that they be posted online.

## **B. Settlement Approval Notice**

1. If and when the Court approves the Settlement, the Settlement Approval Notice will be distributed in the following manner to coincide in time with the start of the Claims Program:
  - (a) Subject to any method of contact preference that a Settlement Class Member registers with the Settlement Administrator, by the Settlement Approval Notice Date, the Settlement Administrator will deliver the Settlement Approval Notice by e-mail, under cover of an e-mail message approved by the Parties, to:
    - i. all Settlement Class Members for whom LG Canada has a valid e-mail address;
    - ii. all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address; and
    - iii. all Settlement Class Members who provide a valid e-mail address through the Settlement Website.

The e-mails will contain a hyperlink to the Settlement Website.
  - (b) Subject to any method of contact preference that a Settlement Class Member registers with the Settlement Administrator, by the Settlement Approval Notice Date, the Settlement Administrator will send by regular mail the Settlement Approval Notice, as well as a cover letter approved by the Parties with details of where to access the Settlement Website, to:
    - i. all Settlement Class Members for whom LG Canada only has a valid mailing address;
    - ii. all Settlement Class Members who have contacted Class Counsel and only provided a valid mailing address; and
    - iii. all Settlement Class Members who only provided their mailing address through the Settlement Website.
2. In order to supplement the direct notice being provided by e-mail and mail, the Settlement Administrator will publish the Settlement Approval Notice at least once in each of the Newspapers as an advertisement in English or French, as applicable, and in a size no

smaller than 1/8 of a page. The publication of the Settlement Approval Notice will appear in the front section of the publications on the first day of the Claims Program or on the day of the week of each Newspaper's greatest circulation that falls within the first week of the Claims Program.

3. In order to further supplement the direct notice being provided by e-mail and mail, the Settlement Administrator will publish the Settlement Approval Notice, in English and French, through the Google Display Network and Instagram for a period of 30 days.
4. Within one week of the Settlement Approval Date, the Settlement Approval Notice will be provided by Class Counsel to the CBA National Class Action Registry with a request that it be posted online.

**JOHN PRINS**  
Plaintiff

-and-

**LG ELECTRONICS CANADA, INC.**  
Defendant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
LONDON

**ORDER**  
**(First Notice Approval Order)**

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