

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

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

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

- A settlement has been reached in a class action lawsuit against Suunto Oy (“Suunto”) and Aqua Lung America, Inc. (“Aqua Lung”) (together, “Defendants”) concerning certain Suunto Dive Computers. Those purchasers included in the Settlement have legal rights and options and deadlines by which they must exercise them.
- You may be included in the Settlement if you purchased new in the United States one or more of the following models of Suunto Dive Computers that were manufactured from January 1, 2006 through August 10, 2018: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX. (see Questions 3 and 6 below for more detail on eligibility).
- The proposed Settlement provides for a free Inspection, Repair or Replacement Program to determine whether your Dive Computer has a faulty depth pressure sensor and if it does, to repair your Dive Computer or provide you with a free replacement. The Settlement also reimburses qualifying Class Members for certain costs.

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

**A. BASIC INFORMATION**

**1. What is this Notice about?**

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

**QUESTIONS? Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)  
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PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**YOUR RIGHTS AND CHOICES**

<b>YOU MAY:</b>		<b>DATE/CLAIM PERIOD</b>
<b>SEEK INSPECTION OF YOUR DIVE COMPUTER UNDER THE INSPECTION, REPAIR AND REPLACEMENT PROGRAM</b>	You are entitled to have your Dive Computer inspected by an authorized Suunto service center to determine whether your Dive Computer has a faulty depth pressure sensor. If the inspection shows that your Dive Computer has a faulty pressure sensor, Suunto will either repair the Dive Computer or replace it, at no cost to you.	<i>The longer of either (a) ten (10) years from the date the Dive Computer was manufactured; or (b) one (1) year from the Effective Date</i>
<b>FILE A CLAIM TO SEEK REIMBURSEMENT</b>	You may submit a claim for reimbursement if you purchased a Dive Computer that had a depth pressure sensor failure and you either (a) discarded the Dive Computer due to the depth pressure sensor failure and did not receive a free repaired or replacement dive computer, or (b) purchased a replacement Dive Computer from one of the Defendants as part of a warranty program at a cost to you. You may also seek reimbursement for out-of-pocket costs incurred in attempting to repair your Dive Computer that had a depth pressure sensor failure. All claims must comply with the Reimbursement Program Protocols. This is the <u>only</u> way that you can get reimbursed. The amount of reimbursement money paid to you shall be limited according to the terms of the Settlement Agreement.	<i>February 24, 2019</i>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed Settlement.	<i>November 14, 2018</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed Settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Suunto and Aqua Lung about the issues in your own personal lawsuit. If you opt out of the Settlement, you cannot object to it.	<i>November 14, 2018</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit in order to participate in the proposed Settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection. You can also ask to speak in Court at the Fairness Hearing about the proposed Settlement, if you have previously filed an objection and submitted a timely notice of intention to appear.	<i>Appearance deadline: November 14, 2018</i>  <i>Fairness Hearing: December 14, 2018 at 10:30 a.m.</i>
<b>DO NOTHING</b>	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Suunto and Aqua Lung about the issues in the lawsuit.	

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## **2. What is the lawsuit about?**

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

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

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

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

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

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

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

## **3. What dive computers are included in the Settlement?**

The following Suunto Dive Computer models (called the "Dive Computers") manufactured from January 1, 2006 through August 10, 2018 and purchased new in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions are included: Cobra, Cobra 2, Cobra 3, Cobra 3 Black, Vyper, Vyper Novo, Vyper 2, Vyper Air, HelO2, Gekko, Vytec, Vytec DS, Zoop, Zoop Novo, Mosquito, D4, D6, D9, D4i, D6i, D4i Novo, D6i Novo, D9tx, and DX.

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

The serial number is in three formats:

- 6 & 8 digits: the first number is the last digit of the year of manufacture, except for serial numbers beginning with “99” (see below).
- 10 digits: the first two numbers are the last two digits of the year of manufacture (e.g., 1234567890 – manufacture year is 2012).
- Serial number that starts with “99xxxxxx”: third number is the last digit of the year of manufacture (e.g., 99046502 – manufacture year is 2010).

All 8-digit serial numbers with “7” as the fourth digit, were manufactured after January 1, 2006. If your 8-digit serial number does not have a “7” as the fourth digit, (e.g. 61234567 or 99046502), the first digit is the last digit of the manufacture year. For example, a Dive Computer with serial number 61234567, was manufactured in 2006.

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

**4. Why is this a class action?**

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

**5. Why is there a settlement?**

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

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

**B. WHO IS IN THE SETTLEMENT?**

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

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

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

Excluded from the Class are: (a) Defendants and their respective officers, directors and employees; (b) Plaintiffs’

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Counsel; (c) judges assigned to these lawsuits and their immediate associated court staff; (d) individuals who purchased used Dive Computers as to those used purchases; (e) retailers or others who purchased a Suunto Dive Computer for resale; and (f) individuals who timely and properly exclude themselves from the Class.

**7. I'm still not sure if I'm included in the Settlement.**

If you are not sure whether you are included in the Class, you may call 1-888-593-6254. Please do not contact the Court regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Administrator.

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

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

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. The Inspection, Repair or Replacement Program may be implemented right away, if Suunto decides to do so. However, no benefits have to be provided until and unless the Court finally approves the Settlement and only after any appeal period expires and any appeals are resolved in favor of the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that will have to be resolved in favor of the Settlement before certain benefits can be provided, so we do not know precisely when any benefits may be available. Please check [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com) regularly for updates regarding the Settlement.

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

**a. Inspection, Repair or Replacement Program**

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

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

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

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[www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com). The Inspection, Repair or Replacement Program is only eligible for Dive Computers that were purchased new.

Within approximately seven (7) days of submitting the Inspection, Repair or Replacement Program Claim Form, Suunto will contact you and either provide information on where and how to send your Dive Computer for inspection, at no cost to you or request further information regarding your Dive Computer. For any Dive Computers that are confirmed to have a faulty depth pressure sensor pursuant to the Inspection, Repair or Replacement Program Protocol, Suunto will either repair the Dive Computer or provide a replacement dive computer. Any repairs or replacement dive computers are provided at no cost to Class Members. The replacement dive computers will have a standard warranty for depth pressure sensor failures of no less than five (5) years.

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

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

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

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

#### **b. Claim Reimbursement**

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

**QUESTIONS? Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)**

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The Reimbursement Claim Form is attached to this Notice and is also available at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com). The Reimbursement Program Protocols are also available at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com).

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

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

The Settlement Administrator will review your Reimbursement Claim Form and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but payment of claims is not required to occur until after the Settlement is finally approved and all appeals, if any, are resolved in favor of upholding the Settlement.

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

**c. When will I get paid for a submitted Reimbursement Claim?**

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

**Important:** To receive reimbursement for a Claim, eligible Class Members must complete and submit the Reimbursement Claim Form during the Claim Period, which shall run from August 24, 2018 up to and including thirty (30) days after the date first set by the Court for the Fairness Hearing, which is currently scheduled for December 14, 2018, but in no event will be less than six (6) months from the Initial Notice date.

The Reimbursement Claim Form is attached to this Notice. You also can complete and submit a Reimbursement Claim Form online at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com). Alternatively, you can obtain a Reimbursement Claim Form from the Settlement Website, print it out, complete it and mail it on or before February 24, 2019 to the Settlement Administrator at Suunto Dive Computer Settlement, c/o JND Legal Administration, P.O. Box 91345, Seattle, WA 98111. If you previously purchased a Dive Computer that had a depth pressure sensor failure, you no longer have that Dive Computer to send in for inspection, and you did not receive a replacement or you purchased a replacement Dive Computer from one of the Defendants at a cost, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation. Similarly, if you previously paid for repairs to your Dive Computer in an attempt to fix a depth pressure sensor failure, the only way to be reimbursed is to timely submit a Reimbursement Claim Form and any supporting documentation.

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

**d. PADI Program**

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

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

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

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

**D. EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

**10. If I exclude myself, can I get anything from this settlement?**

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

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

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

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**12. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must complete and send the Request for Exclusion form or a letter containing the same information sent by mail saying that you want to be excluded from the Settlement in *Huntzinger v. Suunto Oy, et al.* and mention the case number (Case No. 37-2018-00027159-CU-BT-CTL). The Request for Exclusion form is attached to this Notice and also available at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com). If you do not want to complete the Request for Exclusion form, you may also send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out). **The letter must be signed by you and include your name, address, state that you are a Class Member, your telephone number, and email address.** You can't ask to be excluded over the phone or at the Settlement Website. You **must** mail your Request for Exclusion form or letter with your exclusion request postmarked no later than November 14, 2018 to:

**Suunto Dive Computer Settlement  
c/o JND Legal Administration  
P.O. Box 91345  
Seattle, WA 98111**

Your Request for Exclusion form or letter with your exclusion request must be received by the Settlement Administrator no later than November 14, 2018 to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com) regularly for updates regarding the Settlement.

**E. THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

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

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

**14. How will the lawyers be paid?**

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

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of **QUESTIONS? Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)**  
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\$5,000 for the time and effort each spent representing Class Members. Suunto and Aqua Lung will not oppose the request for Class Representative service awards in this amount.

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

## **F. OBJECTING TO THE SETTLEMENT**

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

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

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the Settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must send a written objection **signed by you** saying that you object to the settlement in *Huntzinger v. Suunto Oy, et al.*, Case No. 37-2018-00027159-CU-BT-CTL, to the Clerk of Court (identified below) so that it is received and filed no later than November 14, 2018.

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

Objections must be mailed to:

Clerk of Court  
Superior Court of the State of California, County of San Diego  
330 West Broadway  
San Diego, California 92101

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

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

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

**QUESTIONS? Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED.  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT.**

## **G. THE COURT'S FAIRNESS HEARING**

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

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

The Court will hold a Fairness Hearing at 10:30 a.m. on December 14, 2018, in Department C-66 of the Superior Court for the State of California, County of San Diego, located at 330 West Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the Hearing (*see* Question 19 below). After the Hearing, the Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

### **18. Do I have to come to the Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*see* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

### **19. May I speak at the Hearing?**

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Huntzinger v. Suunto Oy, et al.*” to the Clerk of Court so that it is received and filed no later than November 14, 2018. You must include your name, address, telephone number, the model of your Dive Computer, and the city, state, location and approximate date of purchase, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at 10:30 a.m. on December 14, 2018. You cannot speak at the Hearing if you excluded yourself from the Class. You must also send a copy of your Notice of Intention to Appear to Class Counsel, Suunto’s Counsel and Aqua Lung’s Counsel at:

#### Suunto’s Counsel

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

#### Aqua Lung’s Counsel

John S. Worden  
Schiff Hardin LLP  
One Market, Spear Street Tower  
Suite 3100  
San Francisco, CA 94105

#### Class Counsel

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

## **H. GETTING MORE INFORMATION**

### **20. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the Settlement and the Claim Forms, at

***QUESTIONS?* Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED.  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT.**

www.SuuntoDiveComputerSettlement.com. You can also call the toll-free number, 1-888-593-6254 or write the Settlement Administrator at Suunto Dive Computer Settlement, c/o JND Legal Administration, P.O. Box 91345, Seattle, WA 98111. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

**21. When will the Settlement be final?**

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

***QUESTIONS?* Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED.  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT.**

## APPENDIX A

### Section V from the Settlement Agreement – Release and Waiver

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

**QUESTIONS? Call toll-free 1-888-593-6254 or visit [www.suuntodivecomputersettlement.com](http://www.suuntodivecomputersettlement.com)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED.  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT.**

# REIMBURSEMENT PROGRAM CLAIM FORM

*Huntzinger v. Suunto Oy, et al.*

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

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

## **INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM**

- 1) If you are submitting a Claim for more than one Dive Computer, use a separate Reimbursement Claim Form for each Dive Computer, or, if you are submitting this Reimbursement Claim Form online, please check the box allowing you to include rows for more than one Dive Computer.
- 2) If you are submitting this Claim Form by U.S. mail, type or print legibly in blue or black ink. Do not use any highlighters. Attach supporting documentation, as specified below, and sign the Reimbursement Claim Form.
- 3) **You must submit your completed Reimbursement Claim Form and any supporting documentation by mail or online no later than February 24, 2019. The completed Reimbursement Claim Form and any supporting documentation, can be submitted online at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com) or mailed to:**

Suunto Dive Computer Settlement  
c/o JND Legal Administration  
P.O. 91345  
Seattle, WA 98111

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

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

## SECTION I – CLASS MEMBER INFORMATION

<b>Name:</b>		
<i>Last</i>	<i>First</i>	<i>Middle Initial</i>
<b>Your Address:</b> <i>Number/Street/P.O. Box No.</i>		
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
<i>Telephone Number:</i>	<i>Email Address:</i>	

## SECTION II – CLAIM INFORMATION

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

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

*Model of Dive Computer that had depth pressure sensor failure:*

*City and State of Purchase:*

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

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

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

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

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

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

*Model of Dive Computer that had depth pressure sensor failure:*

*City and State of Purchase:*

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

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

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

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

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

*Amount you paid for repairs:*

### SECTION III – ATTESTATION

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

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

### SECTION IV – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

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

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

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

Sign and date your Reimbursement Claim Form.

Finally, your completed Reimbursement Claim Form and documentation must be submitted online or postmarked no later than **February 24, 2019**. The completed Reimbursement Claim Form and documentation can be submitted online at [www.SuuntoDiveComputerSettlement.com](http://www.SuuntoDiveComputerSettlement.com) or mailed to:

Suunto Dive Computer Settlement  
c/o JND Legal Administration  
P.O. Box 91345  
Seattle, WA 98111

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

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

**REQUEST TO OPT OUT/ REQUEST FOR EXCLUSION FORM**

*Huntzinger v. Suunto Oy, et al.*

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

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

1. **Full Name:** \_\_\_\_\_

2. **Current Address:** \_\_\_\_\_

3. **Telephone Number (optional):** \_\_\_\_\_

4. **Email Address (optional):** \_\_\_\_\_

5. **Dive Computer Information:** \_\_\_\_\_

**Dive Computer Model:** \_\_\_\_\_

**Serial Number (if available):** \_\_\_\_\_

**Date of Purchase:** \_\_\_\_\_

**City and State of Purchase:** \_\_\_\_\_

**Place of Purchase (e.g. store):** \_\_\_\_\_

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

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

***To be excluded from the Class, complete and mail this form postmarked  
no later than November 14, 2018 to:***

*Suunto Dive Computer Settlement  
c/o JND Legal Administration  
PO Box 91345  
Seattle, WA 98111*

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