

NOTICE OF CLAIMS PERIOD IN THE LAWN MOWER HORSEPOWER LABELLING CLASS ACTIONS

TO: All persons in Canada who purchased certain major brand-name walk-behind or riding lawn mowers manufactured by the defendants containing a gas combustible engine labelled at 30 horsepower or less between January 1, 1994 and December 31, 2012.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

I. WHAT IS A CLASS ACTION?

A class action is a lawsuit filed by one person on behalf of a large group of people affected by the same issue.

II. WHAT ARE THESE CLASS ACTIONS ABOUT?

In 2010, class actions were initiated in Ontario by Harrison Pensa^{LLP} and in Québec by Consumer Law Group Inc. (collectively, “Class Counsel”) against various lawn mower and lawn mower engine manufacturers (the “Class Actions”). The Class Actions claim that the companies who manufactured the engines and the lawn mowers containing them mislabelled the products in certain circumstances to show a higher horsepower than what was actually contained in the lawn mower.

III. WHO ARE THE DEFENDANT LAWN MOWER AND LAWN MOWER ENGINE MANUFACTURERS?

The defendants are the following companies:

- “Briggs & Stratton” – Briggs & Stratton Canada Inc. and Briggs & Stratton Corporation
- “Electrolux” – Electrolux Canada Corp. and Electrolux Home Products, Inc.
- “Honda” – Honda Canada Inc. and American Honda Motor Co., Inc.
- “Husqvarna” – Husqvarna Canada Corp. and Husqvarna Consumer Outdoor Products N.A., Inc.
- “John Deere” – John Deere Canada ULC and Deere & Company
- “Kawasaki” – Kawasaki Motors Corp., U.S.A.
- “Kohler” – Kohler Canada Co. and Kohler Co.
- “MTD” – MTD Products Limited and MTD Products Inc.
- “Tecumseh” – Tecumseh Products of Canada, Limited, Tecumseh Products Company, and Platinum Equity, LLC
- “Toro” – The Toro Company (Canada), Inc. and The Toro Company

IV. HOW DO I KNOW IF I AM A CLASS MEMBER?

All persons in Canada are eligible to make a claim if:

- you purchased a gas-powered walk-behind or riding lawn mower designed, manufactured or labelled by any defendant which contains a gas combustible engine labelled at 30 horsepower or less (“Lawn Mower”);
- you purchased the Lawn Mower between January 1, 1994 and December 31, 2012; and
- you purchased the Lawn Mower in Canada.

A non-exhaustive list of eligible lawn mower brands can be found at Schedule “A” to this notice.

V. WHAT IS A SETTLEMENT AND WHAT SETTLEMENTS HAVE BEEN REACHED IN THESE CLASS ACTIONS?

A settlement is when a defendant agrees to pay money to the class members in exchange for being released from the case.

In the Class Actions, several settlements were reached at various times during the case totalling \$7,535,000 (the “Settlement Amount”) which have all been approved by the courts. The settlements are not an admission of liability, fault, or wrongdoing by the defendants, but are a compromise of disputed claims.

The settlements reached in the Class Actions are outlined below:

SETTLING DEFENDANTS	DATE OF SETTLEMENT AGREEMENT	DATE OF ONTARIO COURT APPROVAL	DATE OF QUÉBEC COURT APPROVAL	AMOUNT
MTD	September 29, 2010	September 20, 2013	September 23, 2013	\$300,000 + extensive cooperation to the plaintiffs
Briggs & Stratton, Electrolux, John Deere, Husqvarna, Kohler, and Toro	June 26, 2013	September 20, 2013	September 23, 2013	\$4,200,000
Honda	February 25, 2015	October 26, 2015	November 17, 2015	\$700,000
Kawasaki	June 4, 2018	October 25, 2018	November 6, 2018	\$785,000
Tecumseh	August 10, 2018	October 25, 2018	November 6, 2018	\$1,550,000
TOTAL:				\$7,535,000

The Settlement Amount, minus court-approved Class Counsel fees, disbursements, and applicable taxes, is held in an interest bearing trust account for the benefit of the class members (the "Settlement Funds").

VI. WHEN CAN I MAKE A CLAIM?

The claims period will run from January 21, 2019 to May 22, 2019. You may make your claim at any time during the claims period, but no claims will be accepted after May 22, 2019. Claims that are not made by the deadline will not be eligible for compensation.

VII. HOW DO I MAKE A CLAIM?

Claims will be made through the online claims portal at www.lawnmowersettlement.ca. Claimants are asked to provide the best information they have available regarding their lawn mower purchases which will be evaluated on a flexible basis by the Claims Administrator.

End Users

If you are an "End User" (i.e. a consumer or a business that purchased a Lawn Mower for personal/professional use), you will need to complete a short online claim form containing some basic particulars of your Lawn Mower purchase(s). This information does not necessarily require documentary proof but simply the best information you have available regarding the following:

- Lawn Mower make/model;
- engine make/model;
- year of purchase;
- home address at the time the Lawn Mower was purchased; and
- retailer where the Lawn Mower was purchased.

Additional documentation proving your Lawn Mower purchase(s) and/or the horsepower of your Lawn Mower(s) may be uploaded to increase the value of your claim. These documents may include:

- geotagged photos;
- receipts;
- manuals;
- serial numbers;
- warranty documents;
- product registration documents;
- rebate documents;
- repair invoices; or
- any other information/document providing details about your Lawn Mower.

Upstream Purchasers

If you are an “Upstream Purchaser” (i.e. a retailer or wholesaler who purchased Lawn Mowers for resale and not for actual use), you will need to provide invoices, receipts, purchase records, or historical accounting records proving your Lawn Mower purchases.

Alternatively, a declaration can be provided along with other documents that prove the Lawn Mower purchases such as delivery or packing slips, credit card statements, bank statements, cancelled cheques, wire transfer confirmations, proof of product registration, rebate documents, warranty documents, serial numbers, repair invoices, or any other comparable verification that is acceptable to the Claims Administrator.

Please see the Distribution Protocol, available at www.lawnmowersettlement.ca, for a full list of acceptable documents. Proof of purchase will be reasonably and flexibly administered by the Claims Administrator with a view to enabling claims while deterring non-meritorious claims.

VIII. HOW MUCH MONEY WILL I BE PAID?

The Settlement Funds will be divided with 80% of the total being allocated to End Users and 20% being allocated to Upstream Purchasers.

End Users

End Users will fall into one of the following categories of compensation:

End Users Providing a Declaration without Further Proof	End Users Providing Documentary Proof
End Users who provide a declaration of the basic required information regarding their lawn mower purchase(s) without any documentary proof will be entitled to \$15 <i>per claimant</i> .	End Users who provide valid documentary proof of the following will be compensated <i>per Lawn Mower</i> as follows: <ul style="list-style-type: none">• Any Lawn Mower with proof of purchase but without proof of horsepower rating - \$15• Walk-behind Lawn Mowers with proof of horsepower rating of under 5 horsepower - \$20• Walk-behind Lawn Mowers with proof of horsepower rating of 5 horsepower or more - \$35• Riding Lawn Mowers with proof of horsepower rating of under 18 horsepower - \$45• Riding Lawn Mowers with proof of horsepower rating of 18 horsepower or more - \$55

The amounts in either category could be either increased or decreased on a prorated basis depending on the number of eligible claims made by class members.

Further, if an End User's Lawn Mower purchases reflect an exceptional consideration such that the above categories do not adequately capture the circumstances of their purchases, the End User shall be permitted to submit proof and explain their Lawn Mower purchases. The Claims Administrator will have the discretion to evaluate the claim and make a decision with respect to compensation as appropriate in the circumstances. Full details can be found in the Distribution Protocol, available at www.lawnmowersettlement.ca.

Upstream Purchasers

Upstream Purchasers will be compensated for their eligible Lawn Mower purchases on a proportional basis out of the Upstream Purchasers portion of the Settlement Funds according to the volume and type of Lawn Mowers purchased. A point system will be utilized to determine each Upstream Purchaser's share of the Settlement Funds. Points will be assigned as follows:

- Lawn Mowers without proof of horsepower – 3 points;
- Walk-behind Lawn Mowers with engines under 5 horsepower – 4 points;
- Walk-behind Lawn Mowers with engines 5 horsepower or more – 7 points;
- Riding Lawn Mowers with engines under 18 horsepower – 9 points; and
- Riding Lawn Mowers with engines 18 horsepower or more – 11 points.

Upstream Purchasers will each receive a percentage of the Settlement Funds allocated to Upstream Purchasers in proportion to their total point value compared to the total number of points assigned to all claimants. For full details of the calculation for Upstream Purchasers, consult the full Distribution Protocol at www.lawnmowersettlement.ca.

IX. WHEN WILL QUALIFYING CLAIMS BE PAID?

At the conclusion of the claims period, the Claims Administrator must review and assess all claims. Should any claims be missing information, the Claims Administrator will reach out to those claimants and give them an additional 30 days to correct their claims. Once all claims have been reviewed and the payments have been calculated, payment will be made to eligible claimants.

Accurate claims processing takes time and a date for payment is unknown at this time. Updates will be posted regularly on www.lawnmowersettlement.ca.

X. WHAT DO I HAVE TO PAY?

You do not have to pay the lawyers working on these Class Actions any money. Class Counsel have been paid from the total amounts of the settlements and the payments were approved by the courts.

XI. WHAT IF I DON'T WANT TO BE IN THE CLASS ACTIONS?

Pursuant to previous Orders of the courts, the deadline for class members to opt out of the Class Actions was September 17, 2013. If you did not previously opt out, you are eligible to make a claim and are legally bound by the results of the Class Actions.

XII. WHO ARE THE LAWYERS WORKING ON THESE CLASS ACTIONS?

Harrison Pensa ^{LLP} represents the class representatives, Mr. Foster and Mr. Davenport, as well as all class members in all Canadian provinces and territories, excluding Québec. Harrison Pensa ^{LLP} can be reached:

- By telephone at 1-800-263-0489, ext. 583
- By fax at 1-519-667-3362
- By e-mail at lawnmowersettlement@harrisonpensa.com
- By mail at 450 Talbot Street, London, Ontario, N6A 5J6, Attn: Jonathan Foreman

Consumer Law Group Inc. represents the class representatives, Mr. Liverman and Mr. Vadish, as well as all class members in Québec. Consumer Law Group Inc. can be reached:

- By telephone at 1-514-266-7863, ext. 2
- By fax at 1-514-868-9690
- By e-mail at info@clg.org
- By mail at 1030 rue Berri, Suite 102, Montréal, Québec, H2L 4C3, Attn: Jeff Orenstein

XIII. WHO IS THE CLAIMS ADMINISTRATOR?

RicePoint Administration Inc. is the court-approved Claims Administrator running the claims program on behalf of Class Counsel. RicePoint Administration Inc. can be reached:

- By telephone at 1-866-479-7494
- By e-mail at lawnmowers@ricepoint.com
- By mail at Lawn Mower Horsepower Labelling Class Action, P.O. Box 4454, Toronto Station A, 25 The Esplanade, Toronto, Ontario, M5W 4B1

XIV. WHERE CAN I ASK MORE QUESTIONS?

This notice contains only a summary of the settlements, the Distribution Protocol, and the claims process. Class members are encouraged to review the complete Distribution Protocol which can be accessed from the settlement website at www.lawnmowersettlement.ca. If you have questions that are not answered online, please contact the appropriate Class Counsel identified above or the Claims Administrator. Inquiries should not be directed to the courts.

XV. INTERPRETATION

This notice contains a summary of some of the terms of the various settlement agreements and Distribution Protocol in the Class Actions. If there is a conflict between the provisions of this notice and the settlement agreements or Distribution Protocol, the terms of the settlement agreements or Distribution Protocol shall prevail.

SCHEDULE "A" – LAWN MOWER BRANDS

The following is a non-exhaustive list of brands of Lawn Mowers which may be eligible for compensation in the Class Actions. Other brand names manufactured by the defendants may be eligible for compensation.

- Ariens
- Bolens
- Brute
- Columbia
- Craftsman
- Cub Cadet
- Dynamark
- Exmark
- Ferris
- Gravely
- Honda
- Husqvarna
- Hustler
- Jacobson
- John Deere
- Lawn Boy
- Mastercraft
- Mastercut
- MTD
- MTD Gold
- MTD Pro
- Murray
- Noma
- Poulan
- Poulan Pro
- Remington
- Simplicity
- Snapper
- Swisher
- Toro
- Troy-Bilt
- Walker
- Weed Eater
- White Outdoor
- Wright
- Yard Machines
- Yard-Man
- YardPro
- Yardworks