

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )

Tuesday, the 13<sup>th</sup> day of April, 2004

JUSTICE WINKLER )

BETWEEN:

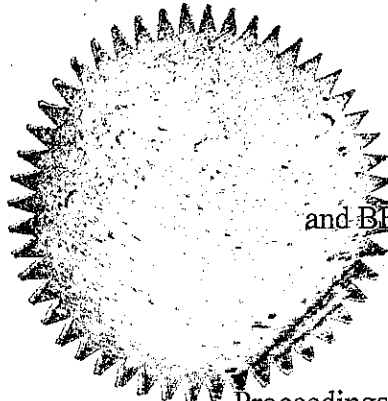
BARRY SKOPIT SALES INC.

Plaintiff

- and -

HEWLETT-PACKARD COMPANY,  
HEWLETT-PACKARD (CANADA) LTD.  
and BEST BUY CANADA LTD. operating as FUTURE SHOP

Defendants



Proceedings commenced pursuant to the *Class Proceedings Act, 1992*,  
S.O. 1992, c. 6

**ORDER**

**THIS MOTION** made by the proposed Representative Plaintiff, Barry Skopit Sales Inc., for an order that the within proceeding be certified as a class proceeding and that the settlement of this action as against the Defendants be approved was heard this day.

**ON READING** the Notice of Motion, the materials referred to in the Notice of Motion and upon hearing the submissions of Counsel for the parties:

1. THIS COURT ORDERS that the within proceeding be certified as a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, ss. 2 and 5.

2. THIS COURT ORDERS that the class be defined as follows:  
"All persons resident in Canada who purchased or acquired through an identifiable gift transfer, HP LaserJet printer model numbers 1100 series, 5L, 6L, 3100 and 3150 that were manufactured during the period between September 1, 1995 and June 30, 2000. Excluded from the settlement class are:

- (i) the defendants and any person who distributes, sells or services HP LaserJet printers; and
- (ii) persons who timely and validly exclude themselves from the settlement class."

3. THIS COURT ORDERS that the within proceeding be certified on the basis of the following common issue: whether the Defendant, Hewlett-Packard Company manufactured and sold LaserJet Printer models 1100 series, 5L, 6L, 3100, 3150 manufactured between September 1, 1995 and June 30, 2000, which contained a common defect which caused HP Printers to improperly feed more than one piece of paper at a time and/or frequent or habitual paper jamming and/or inability to print multipage documents and that such conduct constitutes a breach of contract, negligent misrepresentation and negligent failure to recall.

4. THIS COURT ORDERS that Barry Skopit Sales Inc. be appointed as the Representative Plaintiff of the class.

5. THIS COURT ORDERS that the Settlement Agreement together with the attached schedules appended hereto as Schedule "A" to this order is fair, reasonable and in the best interests of the members of the class.

6. THIS COURT ORDERS that the Settlement Agreement is approved pursuant to s. 29 of the *Class Proceedings Act, 1992*.

7. THIS COURT ORDERS that the Settlement Agreement, in its entirety, including its recitals, preambles and schedules, forms part of this order and is binding upon the Defendants, the Representative Plaintiff and all members of the class who do not opt out of the class in accordance with the notice, provided for in paragraph 9, within forty-five (45) days following the date on which this order is made.

8. THIS COURT ORDERS that the Representative Plaintiff, all members of the class and the Defendants shall comply with the terms of the Settlement Agreement.

9. THIS COURT ORDERS that Notice of Certification and of Settlement Approval shall be published in accordance with the terms of the Settlement Agreement in the form set out in Schedule "C" of the Settlement Agreement.

10. THIS COURT ORDERS that the Defendants, Hewlett-Packard Company and Hewlett-Packard (Canada) Ltd., shall pay to Class Counsel the fees and disbursements and GST set out in paragraph IV.E of the Settlement Agreement which fees, disbursements and GST are hereby approved.

11. THIS COURT ORDERS that Young America Inc. shall be appointed as the Claims Administrator in connection with the administration of the Settlement Agreement.

12. THIS COURT ORDERS that in connection with the administration of the Settlement Agreement, the Claims Administrator shall review the claim forms, analyze the completeness of the Claims Eligibility Requirements information and/or documentation contained therein, assign the remedies described in the Revised Settlement Agreement pursuant to the Claims Eligibility Requirements, and process and classify the Claim Forms, thereafter tendering to allowed Settlement Class Claimants the settlement compensation to which they are entitled by the Revised Settlement Agreement, including the processing and approval of Rebate Certificates, along with proof of purchase documents of a Qualifying Product, for payment by HP to the Claimant.

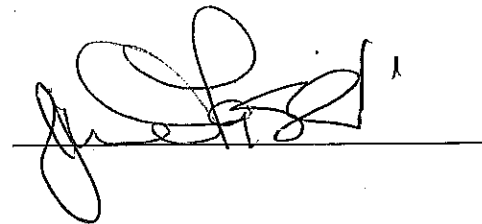
13. THIS COURT ORDERS within forty (40) days after the Closing Date described in paragraph 14, the Claims Administrator shall submit to the Court, HP's Counsel, and Class Counsel a written report stating the number of claim forms sent out by electronic or standard Canadian mailing, the number of claim forms requested and mailed out in response to the publication notifications, and the number of claim forms requested and mailed out in response to the website notifications.

14. THIS COURT ORDERS that the date by which Claims Administration shall be fully completed and closed (the "Closing Date") shall be December 31, 2005. The Claims Administrator shall report the results of processing all claims and the distribution of the Rebate Certificates and Repair Kits, to the Court, Class Counsel, and HP's Counsel in a final report, due forty (40) days after the Closing Date.

15. THIS COURT ORDERS without affecting the finality of this order, the court reserves continuing and exclusive jurisdiction over the Parties to the Settlement Agreement to administer, supervise, construe and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of the Parties.

16. THIS COURT ORDERS that the above provisions be effective as of the date of this order.

17. THIS COURT ORDERS that the action in all other respects shall be dismissed with prejudice and there be no costs of this action other than set out above.

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ON/BOOK NO:  
LE/DANS LE REGISTRE NO.:

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Schedule "A"

Court File No. 03-CV-247009CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BARRY SKOPIT SALES INC.,

Plaintiff

- and -

HEWLETT-PACKARD COMPANY  
HEWLETT-PACKARD (CANADA) LTD.,  
& BEST BUY CANADA LTD. operating as FUTURE SHOP

Defendants

Proceedings commenced pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.

**SETTLEMENT AGREEMENT AND RELEASE**

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**THIS SETTLEMENT AGREEMENT AND RELEASE** ("Settlement Agreement") is effective upon approval by the Court and by and among Hewlett-Packard Company and Hewlett-Packard (Canada) Ltd. (now Hewlett-Packard (Canada) Co.) (collectively referred to as "HP") , Best Buy Canada Ltd., operating as Future Shop ("Best Buy") and the plaintiff, Barry Skopit Sales Inc. and the Settlement Class as herein defined.

**WHEREAS** the plaintiff, Barry Skopit Sales Inc. filed an amended statement of claim under the *Class Proceedings Act*, R.S.O. 1992, S.O. 1992, c. 6, ("Statement of Claim") as Action No. 02-CV-240289CM1 (the "Action"). The Statement of Claim was filed on behalf of the plaintiff and the Settlement Class described

herein and alleges that HP and Best Buy are liable to them in connection with the manufacture and sale of certain LaserJet Printer models HP1100 series, 5L, 6L, 3100, 3150 manufactured between September 1, 1995 and June 30, 2000 ("HP Printers"). The Statement of Claim alleges that the HP Printers contain a common defect which caused significant and prolonged performance degradation problems in that the HP Printers improperly fed more than one piece of paper at a time, and/or frequent or habitual paper jamming, and/or inability to print multiple page documents (the "Alleged Multifeed Problem"). The Statement of Claim asserts claims for breach of contract, breach of the *Competition Act*, negligent failure to recall and negligent misrepresentation.

**WHEREAS** HP and Best Buy have vigorously denied, and continue to deny, all liability with respect to any and all of the facts or claims alleged in the Statement of Claim, deny that they acted improperly in any way, and deny any liability of any kind to plaintiff, any member of the Settlement Class as defined herein or anyone else. HP and Best Buy have nonetheless concluded that it is in their best interests that the allegations contained in the Statement of Claim be settled on the terms and conditions set forth in this Settlement Agreement.

**WHEREAS** the plaintiff, the Settlement Class, HP and Best Buy agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability of wrongdoing by HP or Best Buy or of the truth of any of the claims or allegations alleged in the Action.

**WHEREAS** the plaintiff and its counsel (Class Counsel) have conducted an investigation of the facts and analysed the relevant legal issues, and believe that the claims asserted in the Statement of Claim possess substantial merit. Class Counsel and the plaintiff has also examined the benefits to be obtained under the terms of the

proposed settlement and have considered the costs, risks and delays associated with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any favourable rulings. Class Counsel and plaintiff believe that, in consideration of all the circumstances and after prolonged and serious arms' length settlement negotiations with counsel for HP, the proposed settlement embodied in this Settlement Agreement is fair, reasonable, adequate and in the best interests of all members of the Settlement Class.

**NOW THEREFORE IT IS HEREBY AGREED** by and between the Parties that the Action be settled and compromised as between plaintiff and the Settlement Class on the one hand and HP and Best Buy on the other, upon approval of the Court after a hearing as provided for in this Settlement Agreement, on the following terms and conditions:

**I. DEFINITIONS**

In addition to the foregoing defined terms, the following terms shall have the meanings as set forth below:

- A. **"Alleged Multifeed Problem"** means a common defect which caused significant and prolonged performance degradation problems in that the HP Printers improperly fed more than one piece of paper at a time, and/or frequent or habitual paper jamming, and/or inability to print multiple page documents. The Alleged Multifeed Problem does not include any other performance problems caused by abuse, neglect or act of God.
- B. **"Appellate Officer"** means the person who will be selected by agreement of the Parties to resolve disputes between the claimants and the Settlement Administrator over the relief awarded claimants.

- C. **"Claims Administration"** means the process by which this Settlement Agreement is administered.
- D. **"Claims Administrator"** means the entity or entities jointly retained by the plaintiff and HP and appointed by the Court to administer this Settlement Agreement.
- E. **"Class Counsel"** means Stevenson & Associates and Levine, Sherkin & Boussidan.
- F. **"Claim Form"** means the form to be used by Settlement Class Members to make a claim under this Settlement Agreement as attached hereto as **Exhibit "A"**.
- G. **"Class Notice"** means the "Notice to the Settlement Class of Proposed Settlement" informing the putative Class Member of the Approval Hearing, a copy of which is attached hereto as **Exhibit "B"** subject to such amendments as the Court may require.
- H. **"Date of Manufacture"** means the manufacture date specifically identified as such located on the outside back panel of the HP Printers.
- I. **"Effective Date"** shall be the date on which the order approving the settlement (Settlement Approval Order) becomes final. As used in this paragraph, "final" means once the time to appeal the Settlement Approval Order has expired or, if an appeal is taken, the appeal has been finally dismissed or abandoned.
- J. **"Eligible Settlement Class Members"** mean:
1. In **Subclass A**, those Settlement Class Members who have submitted the following information and documentation in their Claim Form, which must be completed and signed by the claiming Settlement Class Member and verified under penalty of perjury:

- a. **Claimant:** The claimant's name, address, telephone number; and
- b. **Proof of Purchase:** At least one of the following five (5) Proof of Purchase documents for the affected models: (1) a legible copy of the original and contemporaneously dated purchase receipt which identifies the purchase of a HP Printer from a retail seller, (2) an invoice marked "paid" which identifies the retail seller, the seller's address, and the purchase of a HP Printer, (3) a cancelled check along with a document identifying the purchase of a HP Printer, (4) a credit card bill or receipt which identifies the purchase of a HP Printer, or (5) a Statement of Identifiable Gift Transfer as set forth in **Section I.J.4.** below; and
- c. **Product:** The HP Printer Serial Number, Model Number, and Date of Manufacture. However, failure to provide the Date of Manufacture shall not render the claimant ineligible if both the Serial Number and Model Number are provided; and
- d. **Warranty Registration:** If the claimant and claimant's HP Printer has been validly registered in HP's warranty registration database prior to the date of this Settlement Agreement, then that Settlement Class Member's claim will not be rejected on the basis that claimant failed to provide the information set forth in **Sub-Sections I.J.1.b. and I.J.1.c.,** above; and
- e. **Proof of Repair:** In addition to the foregoing, the Settlement Class Members must submit (a) a proof of

having paid for the repair of the Alleged Multifeed Problem. Such proof shall be established by submission of legible copies of original, contemporaneously generated and dated documents demonstrating proof of repair, actual repair costs charged and paid, which include a diagnosis or statement from a Qualified Repair Person of the Alleged Multifeed Problem as being the cause of the reported HP Printer performance problems(s); and (b) a statement concerning whether or not HP has previously reimbursed, or provided other relief, except for a Repair Kit to the claimant for their HP Printer to address the Alleged Multifeed Problem, and if so, a description of that relief, the date, and the amounts thereof; and

2. In **Subclass B**, those Settlement Class Members who have submitted the following information and documentation in their Claim Form, which must be completed and signed by the claiming Settlement Class Member and verified under penalty of perjury:
  - a. **Claimant:** The claimant's name, address, telephone number; and
  - b. **Proof of Purchase:** At least one of the following five (5) Proof of Purchase documents for the affected models: (1) a legible copy of the original and contemporaneously dated purchase receipt which identifies the purchase of a HP Printer from a retail seller, (2) an invoice marked "paid" which identifies the retail seller, the seller's address, and the purchase of a HP Printer, (3) a cancelled check along with a document identifying the purchase of a HP Printer,

(4) a credit card bill or receipt which identifies the purchase of a HP Printer, or (5) a Statement of Identifiable Gift Transfer as set forth in Section I.J.4. below; and

c. **Product:** The HP Printer Serial Number, Model Number, and Date of Manufacture. However, failure to provide the Date of Manufacture shall not render the claimant ineligible if both the Serial Number and Model Number are provided; and

d. **Warranty Registration:** If the claimant and claimant's HP Printer has been validly registered in HP's warranty registration database prior to the date of this Settlement Agreement, then that Settlement Class Member's claim will not be rejected on the basis that claimant failed to provide the information set forth in **Sub-Sections I.J.2.b. and I.J.2.c.**, above; and

e. **Certification of Alleged Multifeed Problem:** In addition to the foregoing, a sworn statement by the claimant that their HP Printer experienced the Alleged Multifeed Problem.

3. In **Subclass C**, those Settlement Class Members who have submitted the following information and documentation in their Claim Form, which must be completed and signed by the claiming Settlement Class Member and verified under penalty of perjury:

a. **Claimant:** The claimant's name, address, telephone number; and

b. **Proof of Purchase:** At least one of the following five (5) Proof of Purchase documents for the affected models: (1) a

legible copy of the original and contemporaneously dated purchase receipt which identifies the purchase of a HP Printer from a retail seller, (2) an invoice marked "paid" which identifies the retail seller, the seller's address, and the purchase of a HP Printer, (3) a cancelled check along with a document identifying the purchase of a HP Printer, (4) a credit card bill or receipt which identifies the purchase of a HP Printer, or (5) a Statement of Identifiable Gift Transfer as set forth in **Section I.J.4.** below; and

c. **Product:** The HP Printer Serial Number, Model Number, and Date of Manufacture. However, failure to provide the Date of Manufacture shall not render the claimant ineligible if both the Serial Number and Model Number are provided; and

d. **Warranty Registration:** If the claimant and claimant's HP Printer has been validly registered in HP's warranty registration database prior to the date of this Settlement Agreement, then that Settlement Class Member's claim will not be rejected on the basis that claimant failed to provide the information set forth in **Sub-Sections I.J.3.b. and I.J.3.c.,** above; and

4. Except that Settlement Class Members who have acquired ownership of a HP Printer through an **Identifiable Gift Transfer** as defined below shall not be required to submit the proof of purchase documentation set forth in **Sections I.J.1.b., 2.b., or 3.b.** but are subject to all other eligibility requirements. In addition, in order to be eligible for any of the Rebate Certificates and/or Repair

Kits, such claimant shall be required to submit the following additional information: (1) the name and address of the donor; (2) the HP Printer's serial number, model number and date of manufacture, provided, however, that in the event that the serial number submitted by the claimant was previously registered in HP's warranty registration, product registration, support or service database to another person prior to the date of this Settlement Agreement, then the claimant's claim shall be denied; and (3) a sworn statement by the claimant that they received the foregoing HP Printer as a gift from the identified donor.

- K. **"HP's Counsel"** means Robert Russell and Adam Fanaki of Borden Ladner Gervais LLP.
- L. **"HP Printers"** means HP LaserJet models known as 1100 series, 5L, 6L 3100 and 3150.
- M. **"Identifiable Gift Transfer"** means the transfer of ownership and possession of a HP Printer by way of a gift and without the purchaser having returned to HP the warranty registration card, from the consumer who initially purchased such HP Printer to a donee, and that satisfies the criteria established under "Eligible Settlement Class Members" identified above.
- N. **"Model Number"** means the number and letter code specifically identified as such located on the front of the HP Printer.
- O. **"Notice"** means the manner in which the Class Notice and Notice of Settlement are given and published as provided in this Settlement Agreement and in the Settlement Approval Order.

- P. **"Notice of Settlement"** means the "Notice to the Settlement Class of Approval" informing the Settlement Class of Court approval of this Settlement Agreement, a copy of which is attached hereto as Exhibit "C".
- Q. **"Settlement Approval Order"** means the Order (substantially in the form attached as Exhibit "D") certifying the Settlement Class, approving the terms of this Agreement, dismissing the Action, approving of all Class Counsel and other fees and ordering the mailing and publication of the Notice of Settlement.
- R. **"Parties"** means the plaintiff, HP and their respective representatives.
- S. **"Approval Hearing"** means the hearing set by the Court to certify the Settlement Class, approve the terms of this Settlement Agreement, and approve of all Class Counsel and other fees.
- T. **"Proof of Purchase"** means the proof set forth in the paragraph defining eligibility at **Section I.J.1.b.(1) through (5), I.J.2.b. (1) through (5) and I.J.3.b. (1) through (5).**
- U. **"Putative Class Member"** means all persons and entities who are within the scope of the definition of the Settlement Class, including those who validly and timely request exclusion from the Settlement Class as provided herein.
- V. **"Qualified Repair Person"** means a commercial entity or individual that repairs printers in the normal course of its business operations and was qualified to conduct such business in the location or jurisdiction in which it does business.
- W. **"Qualifying Product"** means either a "Qualifying Printer Product", which is defined as any HP LaserJet Printer, or a "Qualifying Media Product", which is defined as all media available at retail stores in Canada such as HP photo paper, HP business communications papers, HP greeting cards,

HP creative project papers, HP Inkjet Paper, HP LaserJet paper, and HP LaserJet transparencies.

- X. **"Rebate Certificate"** means either the "Printer Rebate Certificate" or the "Media Rebate Certificate". A "Printer Rebate Certificate" is a rebate certificate which may be used at HP's Canadian on-line store toward the purchase of a Qualifying Printer Product. Ordinary shipping charges apply to all online purchases. A "Media Rebate Certificate" is a rebate certificate which may be used at any authorized retail store in Canada toward the purchase of all Qualifying Media Product.
- Y. **"Released Claims"** means any and all claims by or on behalf of plaintiff and any member of the Settlement Class against HP and Best Buy and their respective affiliates, predecessors, successors, parents, subsidiaries, counsel, agents and resellers and all past, present or future officers, directors or employees, and each of their respective affiliates, predecessors, successors, parents, subsidiaries, counsel and agents, which have been or could have been asserted relating to the HP Printers, or to the transactions, actions, conduct and events that are the subject of the Action and the Settlement.
- Z. **"Released Parties"** means HP and Best Buy and their respective affiliates, predecessors, successors, parents, subsidiaries, assigns, counsel, agents, resellers and all past, present or future officers, directors or employees, and each of their respective affiliates, predecessors, successors, parents or subsidiaries, which have been or could have been made parties to the transactions, actions, conduct and events that are the subject of the Action and the Settlement.

- AA. **"Repair Kit"** means the HP Consumer Replaceable Separation Pad (a.k.a. T-tool and L-tool) provided by HP on its website and available as one of the remedies provided by this Settlement Agreement.
- BB. **"Serial Number"** means the number specifically identified as such located on the outside back panel of the HP Printers.
- CC. **"Settlement Class"** is defined and composed of all persons or entities who purchased or acquired through an Identifiable Gift Transfer, in Canada, HP LaserJet printers of Model Numbers Series 1100 series, 5L, 6L, 3100 and 3150 that were manufactured during the period between September 1, 1995 and June 30, 2000. Excluded from the Settlement Class are: (i) HP and any person who distributes, sells, or services HP LaserJet printers; and (ii) persons who timely and validly exclude themselves from the Settlement Class.
- DD. **"Settlement Class Member"** is defined as any person or entity within the definition of the Settlement Class who does not validly and timely elect exclusion from the Settlement Class under the conditions and procedures for exclusion as determined by the Court and described in any public notice of this settlement.
- EE. **"Settlement Subclasses"** are defined as follows:
1. **"Subclass A"**: Current or Former Owners who repaired HP Printers with Proof of Purchase and proof of payment for repair(s) of the Alleged Multifeed Problem.
  2. **"Subclass B"**: Current or Former Owners of HP Printers with Proof of Purchase who experienced the Alleged Multifeed Problem and who did not repair or who have no documentation of repair for the Alleged Multifeed Problem.

3. "Subclass C": Current Owners of HP Printers with Proof of Purchase who have not experienced the Alleged Multifeed Problem.

## II.

### CERTIFICATION OF PLAINTIFF CLASS

- A. For settlement purposes only, the Parties agree and shall jointly request that as part of the Settlement Approval Order the Court enter an order certifying the Settlement Class, and appointing plaintiff as representative of the Settlement Class.
- B. In the event that the Settlement Class is not certified as defined herein and, in particular, does not include a nationwide class, this Settlement Agreement shall be terminated, the order certifying the Settlement Class shall be vacated, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party to either request or oppose class certification.
- C. HP does not consent to certification of the Settlement Class for any purpose other than to effectuate the nationwide settlement of the Action. In the event this Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, the Settlement Approval Order shall be vacated, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party to either request or oppose class certification.

## III.

### CLASS NOTICE AND APPROVAL HEARING

- A. HP, at its expense, will publish a Class Notice once in each of *The Globe & Mail* (Toronto), *La Presse* (Montreal) and *Vancouver Sun*.

- B. The parties shall schedule the Approval Hearing as soon as is practicable and shall diligently apply to the Court for the Settlement Approval Order.

#### IV. HP'S OBLIGATIONS UNDER THE SETTLEMENT

- A. In consideration for the agreement to dismiss the Action with prejudice under the terms of this Settlement Agreement and to the entry of the Settlement Approval Order and the releasing of all Released Claims against the Released Parties, HP will establish a Rebate Fund to be disbursed in the form of Rebate Certificates and Repair Kits in the amounts set forth in **Section IV.C.** below to Eligible Settlement Class Members. In connection with the Rebate Fund, HP agrees to provide the Rebate Certificate and/or Repair Kit to Eligible Settlement Class Members who purchased or acquired by an Identifiable Gift Transfer a HP Printer, in the amount corresponding to the claimant's Eligibility Subclass and the particular model of HP Printer, set forth below in **Section IV.C.**
- B. Only one of the types of settlement relief or remedy herein provided for shall be available per HP Printer.
- C. HP will provide Rebate Certificates and/or Repair Kits to Eligible Settlement Class Members as follows:
1. Eligibility Subclass A: Either a \$100.00 (one hundred dollar) Printer Rebate Certificate or a \$40.00 (forty dollar) Media Rebate Certificate. The Subclass A Media Certificate has a minimum purchase requirement of \$90.00 (ninety dollars).
  2. Eligibility Subclass B:
    - B1. 5L HP Printers: Either a \$40.00 (forty dollar) Printer Rebate Certificate or a \$15.00 (fifteen dollar) Media Rebate

Certificate. The Subclass B1 Media Certificate has a minimum purchase requirement of \$40.00 (forty dollars).

B2. 6L, 3100, 3150 and 1100 Series HP Printers: Either a \$30.00 (thirty dollar) Printer Rebate Certificate and a Repair Kit or a \$10.00 (ten dollar) Media Rebate Certificate and a Repair Kit. The Subclass B2 Media Certificate has a minimum purchase requirement of \$30.00 (thirty dollars).

3. Eligibility Subclass C: A Repair Kit.

- D. HP shall be responsible for all costs associated with the administration of the Settlement, including the costs of the mailing of the Class Notice and costs of providing the Notice of Settlement to the Class and any other costs and expenses reasonably incurred in the administration of settlement as described in the Settlement Approval Order attached hereto as **Exhibit "D"**.
- E. HP agrees to pay, subject to Court approval, Class Counsel fees and other fees, disbursements in the amount of \$390,000.00 plus applicable Goods and Services Tax (GST), separate and apart from, and in addition to, the relief afforded to the Settlement Class. The agreement to pay such fees and expenses was not negotiated until after the substantive settlement relief to the Settlement Class was negotiated and established.
- F. The Rebate Certificates shall be: (i) non-transferable; (ii) redeemable one-time only; and (iii) redeemable within 18 months after issuance. In addition, the Printer Rebate Certificates shall be redeemable only on HP's Canadian online store ([www.hpshopping.ca](http://www.hpshopping.ca)). Ordinary shipping charges apply to all online purchases. The Media Rebate Certificates may be used for HP media available at any authorized retail store in Canada.