

**CANADIAN HEATING APPLIANCES CLASS ACTION NATIONAL SETTLEMENT
AGREEMENT**

Made as of February 20, 2023

Between

FRÉDÉRIC MORIER

(the “**Plaintiff**”)

and

**OUELLET CANADA INC., STELPRO DESIGN INC., GLEN DIMPLEX AMERICAS LTD
and THERMON GROUP HOLDINGS INC.**

(the “**Defendants**”)

SOMMAIRE INFORMATIF

Par la présente Transaction¹, le Demandeur et les Défenderesses conviennent de régler hors Cour l'action collective relative aux appareils de chauffage dans le cadre de laquelle le Demandeur alléguait que différents modèles de chaufferettes portatives et permanentes fabriqués jusqu'en 2016 étaient affectés d'un vice caché posant un risque d'arc électrique et d'incendie. La Transaction et le règlement hors Cour interviennent au bénéfice du groupe suivant (les « **Membres du règlement** ») :

*Toutes les personnes, physiques ou morales, domiciliées ou résidant au Canada qui étaient propriétaires au moment du jugement d'autorisation d'une des chaufferettes identifiées à l'**Annexe B** de la présente Transaction.*

La Transaction intervient sans admission de responsabilité des Défenderesses, et aux seules fins de mettre un terme aux procédures judiciaires.

De par la Transaction, les Défenderesses octroient une compensation aux Membres du règlement sous la forme d'un rabais applicable à l'acquisition d'une chaufferette de remplacement auprès du manufacturier en cause, dont le montant varie en fonction de l'année d'acquisition de la chaufferette initiale, tel que décrit à l'**Annexe B**. De plus, les Défenderesses supportent les frais d'avis et de mise en œuvre de la présente Transaction, et paieront les honoraires et déboursés des avocats des Membres jusqu'à concurrence du montant prévu à la présente Transaction, sujet à l'approbation de la Cour.

En contrepartie, le Demandeur et les Membres du règlement octroient une quittance complète et finale aux Défenderesses et les entités leurs étant liées pour toute réclamation, cause d'action, recours ou autre découlant des allégations de l'action collective et des pièces à son soutien, de la fabrication et de la vente des chaufferettes en litige, directement ou indirectement. Le Demandeur et les Membres du règlement s'engagent également à ne pas entreprendre d'autres recours envers les parties quittancées à ces égards.

Le présent sommaire est un résumé de la Transaction et n'en fait pas partie et ne peut servir à l'interpréter ou être opposé aux parties. Les droits et obligations des parties découlant de la Transaction ainsi que son mécanisme de mise en œuvre sont uniquement prévus dans la Transaction et dans tout jugement de la Cour à intervenir en lien avec la Transaction.

Les Membres du règlement ont intérêt à prendre connaissance de la Transaction et des avis à être diffusés afin d'être informés de l'intégralité de leurs droits.

¹ La Transaction a été rédigée en anglais compte tenu de la portée nationale du règlement et aux fins d'assurer sa mise en œuvre dans toutes les provinces canadiennes.

TABLE OF CONTENTS

RECITALS	4
I. DEFINITIONS.....	6
II. SCOPE OF THE SETTLEMENT AGREEMENT	10
III. SETTLEMENT BENEFITS	11
A. Claim Form.....	11
B. Value of the compensation	12
C. Claims Administration	12
IV. SETTLEMENT PRE-APPROVAL PROCEEDING	13
V. NOTICES TO THE SETTLEMENT CLASS	13
VI. OPTING OUT	14
VII. SETTLEMENT APPROVAL PROCEEDING.....	14
VIII. SUBMISSION TO THE JURISDICTION OF THE COURT	14
IX. RELEASES AND DISMISSALS.....	15
A. Release of Releasee	15
B. Covenant Not to Sue	15
C. No Further Claims.....	15
D. Dismissal of the Proceeding	15
E. Dismissal of Other Actions.....	16
F. Material Term	16
X. BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS.....	16
A. Renunciation of Solidarity and/or Joint and Several Liability	16
B. Bar Order.....	16
C. Claims Against Other Entities Reserved	16
D. Material Term	17
XI. EFFECTS OF SETTLEMENT.....	17
XII. CLASS COUNSEL FEES AND DISBURSEMENTS	17
XIII. TERMINATION OF SETTLEMENT AGREEMENT	18
A. Right of Termination	18
B. If Settlement Agreement is Terminated.....	18
C. Survival of Provisions After Termination	19
XIV. SCHEDULES	19
XV. MISCELLANEOUS	20

RECITALS

- A. **WHEREAS** on or around March 25, 2019, Ouellet Canada Inc. ("**Ouellet**"), Stelpro Design Inc. ("**Stelpro**"), Glen Dimplex Americas ("**Glen Dimplex**") and Thermon Heating Systems Inc., issued a joint public notice to discontinue the use of certain portable and permanent heaters (the "**Joint public notice**");
- B. **WHEREAS** Thermon Canada, Inc. is the successor entity to CCI Thermal Technologies Inc., which manufactured certain heating elements incorporated in certain Heaters;
- C. **WHEREAS** Thermon Canada, Inc. is a wholly-owned indirect subsidiary of Thermon Group Holdings, Inc. ("**Thermon**");
- D. **WHEREAS** on or around April 10, 2019, Health Canada issued a Consumer Product Recall concerning 4,800-watt construction heaters manufactured by Stelpro and Uniwatt, sold from January 2000 to April 2009;
- E. **WHEREAS** according to the information provided on Health Canada's Consumer Product Recall, approximately 199,660 units of these affected products were sold in Canada;
- F. **WHEREAS** on or around April 10, 2019, Health Canada issued a Consumer Product Recall concerning electric construction heaters sold under the Chromalox, Centurion, Electromode, Westcan and Dimplex brands, sold from 1992 to 2006;
- G. **WHEREAS** according to the information provided on Health Canada's Consumer Product Recall, approximately 420,000 units of these affected products were sold in Canada;
- H. **WHEREAS** on or around April 10, 2019, Health Canada issued a Consumer Product Recall concerning portable and permanent heating appliances manufactured by Ouellet, Global Commander and Electrimart, sold from 1989 to April 2016;
- I. **WHEREAS** according to the information provided on Health Canada's Consumer Product Recall, approximately 291,375 units of these affected products were sold in Canada;
- J. **WHEREAS** the Plaintiff commenced the Proceeding on behalf of Class Members against the Defendants before the Superior Court of Quebec, judicial district of Montreal alleging that the Heaters are defective in their manufacture and seeking a partial restitution of the price paid in relation thereto and other compensatory damages, in the court file bearing number 500-06-000994-190 (the "**Class Action**");
- K. **WHEREAS** Ouellet and Stelpro have their head office in Quebec;
- L. **WHEREAS** the Parties submit themselves to the jurisdiction of the Superior Court of Québec sitting in the District of Montreal for the purposes of the Settlement only, whether the Class Members are residents or non-residents of the Province of Québec;

- M. **WHEREAS** the Defendants and the Releasees deny and do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceeding, or in any Other Actions, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Proceeding and any Other Actions or otherwise;
- N. **WHEREAS** the Parties do not know whether any of the Heaters have been found to be defective and whether any individual Heater poses an actual hazard, and have agreed that offering a compensation for the purchase of a replacement heater is a fair, adequate and sufficient remedy given the circumstances at hand;
- O. **WHEREAS**, the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement entered into after the Parties have engaged in arm's-length settlement discussions and negotiations, and based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class Members;
- P. **WHEREAS**, the Plaintiff, Class Counsel and the Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiff's allegations against the Defendants, which the Defendants expressly deny;
- Q. **WHEREAS**, although the Defendants deny the Plaintiff's allegations in the Proceeding, deny any wrongdoing of any kind, and believe that the Proceeding is without merit, the Defendants also have taken into account the uncertainty, risk, and delay inherent in litigation and agreed to enter into the Settlement Agreement in order to achieve a full and final nation-wide resolution of all claims that were or could have been asserted against them by the Plaintiff and the Settlement Class in the Proceeding and to avoid further litigation expense and inconvenience, and to remove the distraction of burdensome and protracted litigation;
- R. **WHEREAS**, the Parties intend and desire to compromise, resolve, dismiss and release all allegations and claims for damages or other relief relating to design, manufacture, distribution, sale or marketing of the Heaters that are set forth in the Proceeding and that have been or could have been brought against any Defendants in the Proceeding and in any action filed, litigation pending or claim pursued by any Plaintiff, person or entity who is a member of the Settlement Class;
- S. **WHEREAS**, the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceeding as against the Defendants;
- T. **WHEREAS**, the Parties consent to authorization of the Proceeding as class proceedings, and to the Settlement Classes and Common Issue in respect thereof, solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approval by the Court as provided for in this Settlement Agreement, on the express understanding that such authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

- U. **WHEREAS**, the Representative Plaintiff asserts that he is an adequate class representative for the Settlement Class and will seek to be appointed representative plaintiff in the Settlement Proceeding.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceeding be declared settled out of Court, all without costs as to the Plaintiff, the Class Members and the Defendants, subject to the approval of the Court, on the following terms and conditions:

I. DEFINITIONS

1. The following definitions apply to the Settlement Agreement and the Schedules and to all legal proceedings arising therefrom. Unless the context otherwise requires, a word or phrase that expresses a number shall be construed so that the singular includes the plural and vice versa, and a word or phrase that is used in the masculine gender shall be construed to include the feminine and vice versa:
 - i. **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement, including the Recitals and all Schedules attached hereto.
 - ii. **“Approval Hearing”** means the hearing on the Motion for Settlement Approval in accordance with the requirements of Article 590 of the *Code of Civil Procedure* and the terms and conditions set forth in paragraph 36.
 - iii. **“Approval Judgment”** shall mean the Judgment to be rendered by the Court on the Motion for Settlement Approval, in accordance with the terms and conditions set forth in paragraph 36.
 - iv. **“Claim”** means a request for compensation pursuant to this Settlement Agreement submitted by a Settlement Class Member by way of a Claim Form to be filed with the Manufacturers.
 - v. **“Claim Form”** means the form to be used by Settlement Class Members for filing a Claim. The proposed Claim Form is subject to Court approval and attached hereto as Schedule A.
 - vi. **“Claims Deadline”** means six (6) months from the date the Settlement Notice is first published, and is the date by which all Claim Forms must be postmarked or received by the Manufacturers to be considered timely. The Claims Deadline shall be clearly set forth in the Approval Judgment, and the front page of the Claim Form.
 - vii. **“Class Counsel”** means the law firm Roy Bastien Avocats Inc.
 - viii. **“Class Counsel Fees”** means the amount of CDN \$500,000, or other amount determined by the court not exceeding CDN \$500,000, inclusive of taxes and disbursement, payable by the Defendants within 30 days after the Effective Date.
 - ix. **“Class Members”** means “All persons, natural or legal, domiciled or residing in Canada, who were owners of the heaters identified in **Schedule B** to this Agreement on the date of the Pre-Approval Judgment”.

- x. **“Common Issue”** in the Settlement Proceeding means: “Were the Defendants, or any of them, negligent in the manufacture, distribution, sale and/or recall of the Heaters?”
 - xi. **“Court”** means the Superior Court of Quebec, in the District of Montreal, presided by the Honourable Sylvain Lussier, S.C.J., or any other judge of the Court as the occasion may require.
 - xii. **“Defendants”** means Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex Americas Ltd. and Thermon Group Holdings inc.
 - xiii. **“Effective Date”** means the date on which the Approval Judgment granting the Motion for Settlement Approval becomes final. In the event that the Approval Judgment is not rendered or refuses to approve the Settlement Agreement, the Effective Date shall be the date such judgment is reversed by an appeal court, as the case may be.
 - xiv. **“Glen Dimplex Heater”** or **“Glen Dimplex Heaters”** means one or more portable and/or permanent heater bearing the following model numbers:
 - Chromalox, Centurion, Electromode, Westcan and Dimplex models:
 - GCH4800;
 - GCH4800B;
 - GCH4831;
 - CCONS4800;
 - ECH-48;
 - ECH4800B;
 - BCH4800;
 - DCH-4831;
 - DCH4831A; and
 - DCH4831R.
- sold, distributed or otherwise acquired in Canada between 1992 and June 2006.
- xv. **“Heater”** or **“Heaters”** means one or more of the Ouellet Heaters, the Stelpro Heaters and the Glen Dimplex Heaters.
 - xvi. **“Manufacturers”** means Ouellet Canada Inc., Stelpro Design Inc. and Glen Dimplex Americas Ltd.
 - xvii. **“Motion for Settlement Approval”** means the motion to be brought in the Proceeding seeking the approval of this Settlement Agreement pursuant to Article 590 of the *Code of Civil Procedure* c. C-25.01 and the approval and granting of the Releases.
 - xviii. **“Notice”** or **“Notices”** means the notices to be approved by the Court for disseminating the fact that the Class Action has been authorized for the purpose of settlement and providing information as to the ability of the persons who fall

within the Settlement Class to opt out of the Settlement Proceeding and providing the date for the Settlement Approval Motion, as provided herein and includes the Short-Form General Notice (substantially in the form attached as **Schedule D**) and the Long-Form General Notice (substantially in the form attached as **Schedule E**).

- xix. **“Notice date”** or **“Notices dates”** means the date upon which the Notice is first published or disseminated to the Class Members.
- xx. **“Notice Expenses”** means the reasonable costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, emailing, Internet hosting and/or publishing the Notices and Settlement Notice, and all other aspects of administering the Notice Program.
- xxi. **“Notice Program”** or **“Notice Programs”** means the plan approved by the Court for disseminating the Notices and Settlement Notice, substantially in the manner provided for in the Notice Dissemination Plan which is attached as **Schedule C**.
- xxii. **“Opt-Out Deadline”** means the date which is forty-five (45) days after the Notice Date, or such other date as approved by the Court.
- xxiii. **“Other Actions”** means actions or proceedings, other than the Settlement Proceeding, relating to Released Claims commenced by a Settlement Class Member before any jurisdiction in Canada either before or after the Effective Date.
- xxiv. **“Ouellet Heater”** or **“Ouellet Heaters”** means one of more portable and/or permanent heater bearing the following model numbers:
 - 1. Ouellet: OCC4800 / OAE5000T / OCH4800 / OCH4800WB / OCH4800RF
 - 2. Electrimart: CH48 / ECH48
 - 3. Global Commander: CHG4800 / CCG4800sold, distributed or otherwise acquired in Canada between 1989 and 2016.
- xxv. **“Party or Parties”** means one or more of the Plaintiff, Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex Americas Ltd. and Thermon Group Holdings inc.
- xxvi. **“Person”** means any adult individual or minor child or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.
- xxvii. **“Pre-Approval Judgment”** means the Judgment to be rendered by the Court with respect to the authorization of the Class Action for settlement purposes only and for the dissemination of the Notices, in accordance with the terms and conditions provided in paragraph 25.

- xxviii. **“Pre-Approval Motion”** means the motion to be brought in the Proceeding before the Court seeking to authorize the Class Action for settlement purposes only, to approve the Common Issue, to appoint the Plaintiff as Representative Plaintiff, and to approve the Notices, and the Opt-Out Deadline.
- xxix. **“Proceeding”** means the proceeding commenced by the Plaintiff, Frédéric Morier, in the Court, Court File no. 500-06-000994-190, in the judicial district of Montreal.
- xxx. **“Recalls”** means the voluntary nation-wide recall of the Ouellet Heaters, Stelpro Heaters and Glen Dimplex Heaters, on or around March 25, 2019.
- xxxi. **“Released Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Defendants and/or the Releasees, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the producing design, sale, marketing, advertising, manufacture, distribution, donation, purchase, recall, withdrawal from sale, possession, handling, exposure, or use of a Ouellet Heater, Stelpro Heater or Glen Dimplex Heater, or relating to any conduct alleged (or which could have been alleged) in the Proceeding including, without limitation, any such claims that have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase or ownership of a Ouellet Heater, Stelpro Heater, or Glen Dimplex Heater.
- xxxii. **“Releasees”** means the Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates, partners, joint ventures, franchisees, dealers, distributors, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing. It is expressly understood that, to the extent a Releasee is not a Party to the Settlement Agreement, all such Releasees are intended third party beneficiaries of the Settlement Agreement.
- xxxiii. **“Releasors”** means, jointly and severally, individually and collectively, the Plaintiff, the Settlement Class Members, the Parties' attorneys, the Defendants as between themselves with respect to Released Claims, and their respective subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.
- xxxiv. **“Representative Plaintiff”** or **“Plaintiff”** means the plaintiff in the Settlement Proceeding, Frédéric Morier.

- xxxv. **“Right to Opt-Out”** means the right of a Class member to opt-out of the Settlement in accordance with the terms and conditions set out in paragraphs 32 to 35 of the Settlement Agreement.
- xxxvi. **“Schedules”** means the Schedules attached to this Settlement Agreement.
- xxxvii. **“Settlement Class Member”** means a Class Member who has not validly opt out of the Settlement Class in accordance with orders of the Court.
- xxxviii. **“Settlement Notice”** means the notice to the Settlement Class advising of the approval of the Settlement by the Court and the right to make a Claim, as provided herein and includes the Short-Form Settlement Notice (substantially in the form attached as **Schedule F**) and the Long-Form Settlement Notice (substantially in the form attached as **Schedule G**).
- xxxix. **“Settlement Notice Date”** means the date upon which the Settlement Notice is first published or disseminated to the Settlement Class.
- xl. **“Stelpro Heater”** or **“Stelpro Heaters”** means one or more portable and/or permanent heater bearing the following models numbers:

1. Stelpro Design: PCH48T / PCH4800T
2. Uniwatt: UCH48 / UCH48T / UCH4800 / UCH4800T

sold, distributed or otherwise acquired in Canada, between 2000 and 2009.

II. SCOPE OF THE SETTLEMENT AGREEMENT

2. The preamble hereto forms an integral part hereof, as if recited at length herein.
3. Except for the terms related to the approval of Notice in paragraphs 26 through 31, and the approval of the fees and disbursements of Class Counsel in paragraphs 54 and 55, the Settlement Agreement is conditional upon the Court’s entire approval, failing which the Settlement Agreement shall be deemed null and void and shall not create any rights or obligations in favor of or against the Parties and Class Members.
4. The Parties agree to cooperate and use their best efforts to demonstrate the fairness and reasonableness of the Settlement Agreement and to work towards its implementation for the benefit of Class Members.
5. Whether or not this Settlement Agreement is terminated or approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and Proceeding associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by the Plaintiff.
6. The Parties agree that, whether or not the Settlement Agreement is terminated or approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and Proceeding associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be

referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

7. In the event that Other Actions are instituted in a province outside of Quebec in relation to any Released Claim, the Parties undertake to take all necessary steps to have the Settlement Agreement homologated and enforced before the court having jurisdiction in that province.

III. SETTLEMENT BENEFITS

8. The settlement benefits to be paid and supported by the Defendants to the Class Members for the settlement of the Class Action are the following:
 - a) Compensation applicable to a purchase of a replacing heating device sold by Ouellet, Stelpro or Glen Dimplex, depending on the Manufacturer having made the unit any Class Member initially purchased, as more fully described in Schedule H;
 - b) Notices Expenses including all expenses incurred for the complete implementation of the Notice Dissemination Plan;
 - c) All fees and costs related to the implementation of the Settlement, including administration fees; and
 - d) Class Counsel Fees, in accordance with paragraphs 54 and 55 of the Settlement Agreement.
9. The Manufacturers will proceed to the distribution of the compensation to the Class Members, according to the process, terms and conditions provided for in the Settlement Agreement.
10. In the event that the Settlement Agreement is not approved, the Defendants shall nonetheless be responsible for all fees and costs incurred and/or incurred to date, excluding the Class Counsel Fees, but including, without limitation, all Notices Expenses, and fees and costs related to the implementation of the Settlement.

A. Claim Form

11. All Claims must be submitted with a Claim Form and received by the Manufacturers, or postmarked by the Claims Deadline. The Claims Deadline shall be clearly set forth in the Settlement Notice, the websites of the Manufacturers and of Class Counsel, and the Claim Form.
12. Settlement Class Members who do not timely submit a completed Claim Form shall not be eligible to receive compensation pursuant to this Settlement Agreement but will be bound by the remaining terms. However, the Manufacturers may, in their discretion, allow a Settlement Class Member who makes a timely Claim to remedy deficiencies in such Claim Form or related documentation within thirty (30) days of their request for same.

13. Claim Forms must be signed by hand or electronically by the Settlement Class Member who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting a false Claim could constitute civil or criminal fraud.
14. Claim Forms will be made available on the websites of the Manufacturers. Such Claim Form must include the following information and/or affirmations as it relates to Class Members:
 - a) Telephone number or contact information for use, if necessary, in validating Claims;
 - b) Evidence of the year of manufacture of the Heater, either a picture including the serial number or a proof of purchase, if available;
 - c) Name and location of the store at which the Heater was purchased, if available.
15. Settlement Class Members may submit completed and signed (either by hand or electronically) Claim Forms to the Manufacturers either by mail, private courier, online or as an attachment to an email, depending on the Manufacturer to whom the Claim Form is submitted.
16. The Parties agree that information provided by Settlement Class Members on Claim Forms shall be kept confidential, shall be used only for purposes of reviewing or administering the Settlement, and shall not be used for marketing or any other commercial purposes.

B. Value of the compensation

17. The value of the compensation offered to Class Members who have submitted a Claim Form, and who are eligible to obtain such compensation according to the Manufacturers, will be determined according to the Compensation Chart which is attached as Schedule H.
18. All compensation issued in accordance with the Compensation Chart shall be used towards the purchase of a replacing heating device, to be determined by the Manufacturers.
19. Notwithstanding the values set out in the Compensation Chart, Class Members who do not provide in the Claim Form the serial number or a picture of the manufacturing label of the Heater will only be eligible for a \$10 compensation applicable to the purchase of a replacing heating device.

C. Claims Administration

20. The Manufacturers will administer the Notice Program and Claims process, and oversee the distribution of the compensation to Settlement Class Members in accordance with the terms of the Settlement and the Approval Judgment.
21. The Manufacturers shall administer the terms of this Settlement Agreement by resolving Claims in a cost effective and timely manner.

22. The Manufacturers will review and validate all Claims submitted by Settlement Class Members.
23. The determination of the validity of Claims submitted by Settlement Class Members (or by Persons who purport to be members of the Settlement Class) shall be made by the Manufacturers. The Manufacturers shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Manufacturers.
24. The Manufacturers shall have the right to contact Settlement Class Members to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. Issues regarding the validity of Claims that cannot be resolved by the Manufacturers shall be submitted to the Parties' Counsel for resolution and, if no resolution is reached, to a third party claim administrator, which decision shall be final and binding.

IV. SETTLEMENT PRE-APPROVAL PROCEEDING

25. Within thirty (30) days after execution of the Settlement Agreement, or such other period of time as the Parties may mutually agree, Class Counsel shall file with the Court a Pre-Approval Motion.

V. NOTICES TO THE SETTLEMENT CLASS

26. The Notices and Settlement Notice shall be the only notices to Class Members with respect to the Settlement and no other notices shall be published or disseminated to Class Members following the Pre-Approval Judgment.
27. The Parties acknowledge that the Court may modify the text and manner of dissemination and publication of the Notices and provide for the dissemination of additional notices, which shall not constitute grounds for invalidity or termination of the Settlement.
28. The purpose of the Short Form General Approval Notice is to inform Class Members of the following:
 - (a) The existence of the Class Action;
 - (b) The occurrence of the Pre-Approval Judgment, including the definition of Class Members;
 - (c) The conclusion of the Settlement Agreement, and the fact that it will be submitted to the Court for approval, specifying the date, place, and time of the Approval Hearing;
 - (d) The terms of the Settlement Agreement, including the indemnification of Class Members and the conditions thereto;
 - (e) The consequences and effect of the Court's approval of the Settlement Agreement;
 - (f) The existence of the Right to Opt-Out and the process;
 - (g) The right of Class Members to be heard by the Court with respect to the Settlement Agreement, including the right to raise an objection.

29. The Short Form General Approval Notice will be released as soon as possible and no later than 30 days after the Pre-Approval Judgment, as per the Notice Program, Schedule C:
30. The Detailed General Approval Notice will be released at the same time as the Short Form General Approval Notice and will remain available during the full execution of the Settlement Agreement. In addition to the information contained in the Short Form General Approval Notice, the Detailed General Approval Notice will contain all of the information required under Article 590 C.C.P., as well as a list of anticipated questions and answers thereto.
31. In the event that the Court refuses to grant the Pre-Approval Motion, the Settlement Agreement shall be null and void and shall not give rise to any rights or obligations in favor or against the Parties.

VI. OPTING OUT

32. A member of a Settlement Class may opt-out of the Settlement Proceeding, and exercise the Right to Opt-Out will result in loss of entitlement to the benefits of the Settlement and loss of Class Membership.
33. The exercise of the Right to Opt-Out will be done by sending a written election to opt-out, signed by the Person, by mail, or courier to the Court, or to Class Counsel who irrevocably undertakes to file all opt-out forms in the Court record.
34. An election to opt-out will only be effective if it is actually sent to the Court or to Class Counsel and received or post-marked on or before the Opt-Out Deadline.
35. Class Members who have not exercised the Right to Opt-Out prior to the expiration of the Opt-Out Deadline shall be irrevocably deemed to have elected to participate in the Class Action and shall be bound by the Settlement Agreement upon its approval by the Court, if any, and by any subsequent judgment or order of the Court, if any.

VII. SETTLEMENT APPROVAL PROCEEDING

36. Following the publication of the Notices, the Plaintiff shall file with the Court a Motion for Settlement Approval for the purpose of holding the Approval Hearing, which application shall not be filed before the expiration of the Opt-Out Deadline.
37. Class Members who wish to raise an objection at the Approval Hearing are requested to notify the Parties' counsel in writing of the reasons for their objection at least five (5) days prior to the Approval Hearing.

VIII. SUBMISSION TO THE JURISDICTION OF THE COURT

38. The Parties submit themselves to the jurisdiction of the Court, and agree that the Court shall have exclusive and continuing jurisdiction over the Parties for all purposes relating to the implementation, effectuation, interpretation, administration, monitoring and enforcement of this Settlement Agreement and its Schedules, any litigation or dispute that may arise therefrom, and all provisions thereof with respect to all Parties hereto and all beneficiaries hereof, including the Plaintiff, Class Counsel and the Defendants, The Settlement Agreement and its Schedules will be governed and construed in accordance

with the laws in force in the Province of Québec and the Parties submit to the exclusive jurisdiction of the Superior Court of Québec in this regard;

IX. RELEASES AND DISMISSALS

A. Release of Releasee

39. Upon the Effective Date, and following the completion of all of the Defendants' obligations under the Settlement Agreement, the Representative Plaintiff on behalf of the Class Members who have not exercised the Right to Opt-Out, and on behalf of their agents, representatives, assigns and successors, if any, hereby grants a full, general and final release in favor of the Defendants, and Defendants' Counsel, their agents, representatives, insurers, employees, professionals, servants, assigns and successors for any and all Released Claims that the Representative and Class Members may have, directly or indirectly, relating to the alleged facts of the Proceeding in the Class Action and the exhibits in support thereof.
40. The Plaintiff and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

B. Covenant Not to Sue

41. Upon the Effective Date, and notwithstanding the provisions set forth at paragraph 39, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead the Releasers covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Sections VIII and IX continue to apply to residents of Quebec.

C. No Further Claims

42. Upon the Effective Date, each Releaser shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether to legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasers shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

D. Dismissal of the Proceeding

43. Upon the Effective Date, the Proceedings shall be declared settled out of Court, with prejudice and without costs as against the Defendants.

E. Dismissal of Other Actions

44. Settlement Class Members who have commenced Other Actions or commence Other Actions and fail to discontinue such Other Actions by the Opt-Out Deadline shall be deemed to have opted out and consented to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

F. Material Term

45. The releases, covenants, dismissals, and granting of consent contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of the Ontario or Quebec Court to approve the releases, covenants, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section XIII of the Settlement Agreement.

X. BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS

A. Renunciation of Solidarity and/or Joint and Several Liability

46. Class Counsel shall seek a declaration by the Court that the Plaintiff and the Settlement Class Members have renounced the benefit of solidarity or any joint and several liability. The declaration obtained will provide for the following:
- a) the Plaintiff and Settlement Class Members expressly waive and renounce the benefit of solidarity or any joint and several liability against any other Person or party that is not a Releasee with respect to the facts, deeds or other conduct of the Releasees; and
 - b) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Proceeding or any Other Action.

B. Bar Order

47. Class Counsel shall seek a bar order from the Court providing that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Defendant, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party against a Releasee, or by a Releasee against any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).

C. Claims Against Other Entities Reserved

48. Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any Person other than the Releasees.

D. Material Term

49. The Parties acknowledge that waivers, renunciations of solidarity, bar orders and reservations of rights contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of the Court to approve the waivers, renunciations of solidarity, bar orders and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section XIII of the Settlement Agreement.

XI. EFFECTS OF SETTLEMENT

50. Nothing in the Settlement Agreement shall constitute or be construed or considered to constitute a waiver by the Defendants of any right or defense to any claim, demand or cause of action of any Class Member who has exercised the Right to Opt-Out or a waiver by the Defendants any right or defense to the Class Action in the event that the Settlement Agreement is not approved by the Court or is otherwise rendered null and void pursuant to any of the provisions of the Settlement Agreement.
51. Conversely, nothing in the Settlement Agreement shall constitute or be construed or considered to constitute a waiver by the Representative Plaintiff and Class Members of any right, claim, demand or cause of action against the Defendants in the event that the Settlement Agreement is not approved by the Court or otherwise becomes null and void pursuant to any provision of the Settlement Agreement.
52. Any obligations of any kind assumed by the Defendants and Defendants' Counsel in performance of the Settlement Agreement do not constitute an admission of liability on the part of the Defendants, nor does the consent of the Defendants to the Settlement Agreement or to the Pre-Approval Judgment or the Approval Judgment.
53. Class Counsel, and anyone currently or hereafter employed by, associated with, or in partnership with Class Counsel, may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceeding or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

XII. CLASS COUNSEL FEES AND DISBURSEMENTS

54. At the Approval Hearing, Class Counsel will make representations for approval of its fees and disbursements in accordance with the fee agreement in the Class Action. The Defendants will not make any representations and will defer to the Court.
55. In addition to any other amounts provided for in the Settlement Agreement, the Defendants agree to pay the Class Counsel Fees to Class Counsel on the Effective Date of the Settlement Agreement, to be approved by the Court, which decision shall not affect the validity of the Settlement Agreement and shall not invalidate it.

XIII. TERMINATION OF SETTLEMENT AGREEMENT

A. Right of Termination

56. In the event that:

- a) The Court declines to authorize the Proceeding for the purposes of the Settlement Agreement;
- b) The Court declines to declare settled out of court the Proceeding against the Defendants;
- c) The Court declines to approve this Settlement Agreement or any material part or approves this Settlement Agreement in a materially modified form;
- d) The Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule I;
- e) Any order approving this Settlement Agreement made by the Court does not become a Final Order.

the Plaintiff and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to paragraph 69, within thirty (30) days following an event described above.

57. Except as provided for in paragraph 3, if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

58. Any order, ruling or determination made or rejected by the Court with respect to Class Counsel Fees shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

B. If Settlement Agreement is Terminated

59. If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- a) No motion to authorize the Proceeding as class proceedings on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- b) The Parties will cooperate in seeking to have any issued order(s) authorizing the Proceedings as class proceedings on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
- c) Any prior authorization of the Proceedings as class proceedings on the basis of this Settlement Agreement, including the definitions of the Settlement Classes

and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any Other Actions or other litigation; and

- d) Within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Defendants and/or Counsel for the Defendants under or in relation to this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Defendants and/or Counsel for the Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants and/or Counsel for the Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants and/or Counsel for the Defendants, or received from the Defendants and/or Counsel for the Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information.

C. Survival of Provisions After Termination

- 60. If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of paragraphs 5 and 6, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of interpreting this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

XIV. SCHEDULES

- 61. The following Schedules are an integral part of the Settlement and are incorporated as if they were in the main body of the text:
 - a) Schedule A: Claim Forms;
 - b) Schedule B: List of Heaters;
 - c) Schedule C: Notice Program;
 - d) Schedule D: Short Form General Approval Notice;
 - e) Schedule E: Detailed General Approval Notice;
 - f) Schedule F: Short Form Settlement Notice;
 - g) Schedule G: Long Form Settlement Notice;
 - h) Schedule H: Compensation Chart;
 - i) Schedule I: Settlement Approval Order;

XV. MISCELLANEOUS

62. The Settlement Agreement and its Schedules constitute the complete and entire agreement between the Parties.
63. The Settlement Agreement and its Schedules supersede any other prior written or oral agreement regarding the subject matter of the Class Action.
64. This Settlement Agreement may not be modified or amended except in writing and upon consent of the Defendants and Class Counsel and any such modification or amendment must be approved by the Court.
65. The Settlement Agreement constitutes a full and final settlement of any dispute between the Parties and Class Members with respect to the Class Action and the common issues and conclusions sought to be reached as determined by the Pre-Approval Judgment and constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*.
66. The Court shall have exclusive jurisdiction with respect to the implementation, execution, interpretation, administration and enforcement of the Settlement Agreement and its Schedules, and with respect to any litigation arising therefrom, if any. The Settlement Agreement and its Schedules shall be governed by and construed in accordance with the laws in force in the Province of Quebec.
67. In the event of any discrepancy between the text of the Notices contained in the Schedules and the Settlement, the text of the Settlement shall prevail.
68. Subject to the provisions of paragraphs 8 and 9 of the Settlement Agreement, all costs associated with the implementation and execution of the Settlement not specifically provided for in the Settlement Agreement, if any, shall be borne by the Party incurring them and shall not be recoverable from any other Party.
69. Any communication to a Party with respect to the implementation and performance of the Settlement Agreement shall be in writing, either by mail, facsimile, courier or email and addressed as follows:

To the Plaintiff or a Class Member:

Mr. Martin André Roy and/or Ms. Mélanie Bastien and/or Mr. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 Rachel St. East
Montreal (Quebec) H2W 2T6
Phone : 514 510-3566
Email: maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

To Ouellet Canada Inc.:

Ms. Anne-Marie Gagné
KSA AVOCATS, S.E.N.C.R.L.
2875 Laurier Blvd. West – Delta II
Suite 210
Quebec (Quebec) G1V 2M2
Phone : 581 814-5517/ Fax: 418 838-5518
Email: amgagne@ksalex.ca

To Stelpro Design Inc.:

Ms. Myriam Bixi
LAVERY DE BILLY, L.L.P.
1 Place Ville Marie
Suite 4000
Montreal (Quebec) H3B 4M4
Phone : 514 871-1522 / Fax: 514 871-8977
Email: mbixi@lavery.ca

To Glen Dimplex Americas Ltd:

Mr. Guy Poitras
GOWLING WLG (CANADA), L.L.P.
1 Place Ville Marie
Suite 3700
Montreal (Quebec) H3B 3P4
Phone : 514 878-9641 / Fax: 514 878-1450
Email: guy.poitras@gowlingwlg.com

To Thermon Group Holdings, Inc.:

Mr. Vincent de l'Étoile
LANGLOIS LAWYERS, L.L.P.
1250 Rene-Levesque Blvd. West
Suite 2000
Montreal (Quebec) H3C 4W8
Phone : 514 842-9512 / Fax: 514 845-6573
Email: vincent.deletoile@langlois.ca

70. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature or signature sent by e-mail shall be deemed an original signature for purposes of executing this Settlement Agreement and shall be binding.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

71. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

In MTL, this 16 day of February 2023



FRÉDÉRIC MORIER
Plaintiff

In MTL, this 16 day of February 2023

Roy Bastien Avocats inc.

ROY BASTIEN AVOCATS INC.
Class Counsel

In Québec, this 16th day of February 2023



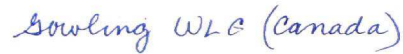
KSA AVOCATS, S.E.N.C.R.L.
On behalf of Ouellet Canada Inc.

In Montreal, this 20th day of February 2023



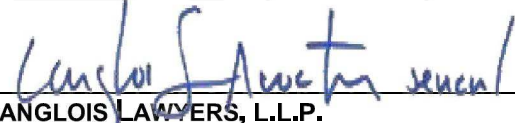
LAVERY DE BILLY, L.L.P.
On behalf of Stelpro Design Inc.

In Montreal, this 16th day of February 2023



GOWLING WLG (CANADA), L.L.P.
On behalf of Glen Dimplex Americas Ltd

In Montreal, this 16 day of February 2023



LANGLOIS LAWYERS, L.L.P.
On behalf of Thermon Group Holdings, Inc.

Schedule A: Claim Forms



Recall of construction heaters: Models PCH and UCH

Stelpro is offering compensation following the Canadian construction heater class action settlement involving appliances manufactured with heating elements supplied by CCI. These elements have been used in the construction heaters of several manufacturers, including some Stelpro models. The recall only includes models PCH48T, PCH4800T, UCH48T, UCH4800T, UCH4800, and UCH48 manufactured between January 2000 and April 2009.

In 2009, following the amendment to CSA-C22.2 No. 46, Stelpro implemented a prevention program to safeguard its construction heaters manufactured between January 2000 and April 2009. Since April 2009, Stelpro products have been manufactured in accordance with the new standard.

In 2019, the entire industry issued a recall on the same basis and targeting the same units manufactured with heating elements supplied by the company CCI. These are still the same units that are covered by the class action settlement. The Stelpro models affected by this recall were manufactured between January 2000 and April 2009: PCH48T, PCH4800T, UCH48T, UCH4800T, UCH4800, and UCH48.

PCH48T



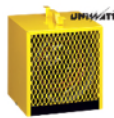
PCH4800T



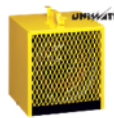
UCH48T



UCH4800T



UCH4800



UCH48



No other Stelpro devices or models are affected by this recall. Just like during the 2019 recall, Stelpro will offer a discount on the purchase of a new Stelpro device. Consumers who have previously made a claim during the 2019 recall will also be eligible for the discount corresponding to their specific circumstances when purchasing a new device. Validation will be performed to ensure that only one claim per device is made, and that no discount can be applied retroactively to a previous transaction.

If you believe you still have one of the models affected by this recall in operating condition, please complete the form below. We ask that you complete this validation step even if your unit has been secured as part of the 2009 prevention program.

If your device is one of the affected units, you will receive a discount on the purchase of a new Stelpro device, the amount of which will vary depending on the production date of your device.

Date of manufacturing	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Discount	\$10	\$10	\$10	\$10	\$10	\$10	\$15	\$25	\$35	\$45

1. Device validation

1. Locate the nameplate on the back of the device.
2. Validate the brand of your heater to be STELPRO or UNIWATT.
3. Fill out the form below:

You will need to fill out a form for each device.

- Full Name*

- Phone*

- Email*

- Mailing address*

- Model*

- The fields in yellow indicate where to find the year: or

 # 123456 	 # 123456 
MOD.	MOD.
AMPS.	AMPS.
WATTS	WATTS
HZ.	HZ.
PH.	PH.
VOLTS	VOLTS

- Year*

- Please indicate the CSA number as shown in the yellow field of the image below:

 # 123456 
MOD.
AMPS.
WATTS
HZ.
PH.
VOLTS

- CSA Number*

- Attach a photo of the device's manufacturing label *

I confirm that the information provided in this document is true and accurate, and I acknowledge that knowingly submitting a false claim may constitute civil or criminal fraud.

Replacement device

Please select the desired replacement device:

- SCH4800T \$176.00
- SCH48T \$133.00
- SCH48TWB \$176.00
- SCH48TWBPL \$167
- UCH48T \$118.95

The discount will be applied at the time of payment.

(Note: prices are subject to change without notice)

(Submit button)

1. Processus

- a. Le site web sera le portail unique pour soumettre une réclamation.
- b. Le client pourra sélectionner quelle chaufferette il souhaite recevoir, parmi toutes les chaufferettes de Stelpro et Uniwatt présentement offertes sur le marché.
- c. Le rabais sera appliqué au prix de l'unité en fonction de la date de production entrée, et le paiement sera effectué en ligne.
- d. L'unité sera expédiée directement au client. Nous ne demanderons pas le retour des anciennes unités, mais demanderons aux clients de cesser de les utiliser et de les recycler.
- e. Sur la page <https://www.stelpro.com/fr/avis-de-rappel-et-securite/>, dans les versions Canada FR et Canada EN, le contenu relatif au rappel sera mis à jour.

2. Page du rappel Chaufferettes de construction – Modèles PCH et UCH

La page du rappel (<https://www.stelpro.com/fr/rappel-de-chaufferettes-de-construction-modeles-pch-et-uch/>) sera mise à jour avec les informations pertinentes du jugement.

Rappel de chaufferettes de construction – modèles PCH et UCH

Stelpro offre une compensation à la suite du règlement de l'action collective canadienne concernant les chaufferettes de construction, visant les appareils fabriqués avec des éléments chauffants fournis par l'entreprise CCI. Ces éléments ont été utilisés dans les chaufferettes de construction de plusieurs manufacturiers, dont certains modèles de Stelpro. Le rappel ne touche que les modèles PCH48T, PCH4800T, UCH48T, UCH4800T, UCH4800 et UCH48 fabriqués entre janvier 2000 et avril 2009.

En 2009, à la suite de la modification de la norme CSA-C22.2 no 46, Stelpro a mis en place un programme de prévention de façon proactive pour sécuriser ses chaufferettes de construction fabriquées entre janvier 2000 et avril 2009. Depuis avril 2009, les produits Stelpro sont donc fabriqués conformément à la nouvelle norme et sont sécuritaires.

En 2019, c'est l'industrie en entier qui a fait un rappel sur la même base et visant les mêmes unités fabriquées avec des éléments chauffants fournis par l'entreprise CCI. Ce sont toujours ces mêmes unités qui sont maintenant visées par le règlement de l'action collective. Les modèles Stelpro touchés par ce rappel ont été fabriqués entre janvier 2000 et avril 2009 :

PCH48T



PCH4800T



UCH48T



UCH4800T



UCH4800



UCH48



Aucun autre appareil ou modèle Stelpro n'est affecté par ce rappel.

Tout comme le rappel de 2019, Stelpro offrira un rabais à l'achat d'un nouvel appareil Stelpro. Un consommateur ayant déjà fait une réclamation lors du rappel de 2019 pourra à nouveau se prévaloir du rabais correspondant à sa situation à l'achat d'un nouvel appareil. Une validation sera effectuée pour assurer qu'une seule réclamation par appareil est effectuée et aucun rabais ne peut être appliqué rétroactivement à une transaction précédente.

Si vous croyez encore posséder l'un des modèles visés par ce rappel et que ce dernier est toujours en fonction, veuillez remplir le formulaire ci-dessous. Nous vous demandons de faire cette validation même si votre unité a été sécurisée dans le cadre du programme de prévention de 2009.

Si votre appareil fait partie des unités concernées, vous bénéficierez d'un rabais à l'achat d'un nouvel appareil Stelpro, dont le montant varie en fonction de la date de production de votre appareil.

Date de fabrication	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Rabais	10 \$	10 \$	10 \$	10 \$	10 \$	10 \$	15 \$	25 \$	35 \$	45 \$

3. Validation de l'appareil

1. Repérez la plaque signalétique située à l'arrière de l'appareil.
2. Assurez-vous que votre appareil de chauffage est de marque STELPRO ou UNIWATT.
3. Remplissez le formulaire ci-dessous :

Vous devrez remplir un formulaire pour chaque appareil visé.

- Nom complet*

- Téléphone*

- Courriel*

- Adresse postale*

- Modèle*

- Les champs en jaune indiquent où trouver l'année :



#

123456



US

MOD.

AMPS.

WATTS

XX

XX

XX

HZ.

PH.

VOLTS

ou



#

123456



US

MOD.

AMPS.

WATTS

XX-XXXX

HZ.

PH.

VOLTS

- Année*

- Veuillez indiquer le numéro CSA comme indiqué dans le champ jaune de l'image ci-dessous:

The image shows a rectangular label for a Stepro device. It contains the following fields and text:

- Top left: Stepro logo
- Top center: A field with a '#' symbol.
- Top right: A yellow field containing the number '123456' and a CSA certification logo.
- Middle left: 'MOD.' followed by a text input field.
- Middle center: 'AMPS.' followed by a text input field.
- Middle right: 'HZ.' followed by a text input field.
- Bottom left: 'WATTS' followed by a text input field.
- Bottom center: 'VOLTS' followed by a text input field.
- Bottom right: 'PH.' followed by a text input field.

- Numéro CSA*

- Joindre une photo de l'étiquette de fabrication de l'appareil *

- J'atteste de la véracité et de l'exactitude des renseignements fournis dans ce document et je reconnais que soumettre sciemment une fausse réclamation pourrait constituer une fraude civile ou criminelle

Appareil de remplacement

Veuillez sélectionner l'appareil de remplacement souhaité :

- SCH4800T 176,00 \$
- SCH48T 133,00 \$
- SCH48TWB 176,00 \$
- SCH48TWBPL 167 \$
- UCH48T 118,95 \$

Le rabais sera appliqué au moment du paiement.

(Note : les prix sont sujets à changement sans préavis)

(Bouton soumettre)

S'il est impossible de fournir une photo de l'étiquette de fabrication de l'appareil ou les informations relatives à sa plaque signalétique, le montant de la compensation sera de 10.00\$ indépendamment de l'année de fabrication de votre appareil.

Une seule réclamation sera possible par appareil, sous réserve de son admissibilité. Toute réclamation additionnelle pour un même appareil sera refusée.



ELIGIBILITY VERIFICATION FORM FOR HEATER COMPENSATION

INFORMATION ABOUT THE CLAIMANT

First name: _____ Last name: _____

Address: _____
No., street, condo

City: _____ Province: _____ Country: _____

Postal code: _____ Phone: _____

Email: _____

INFORMATION ABOUT THE PRODUCT

Name of store where the heater was purchased, if known: _____

City, if known: _____

Model number:

- ☐ OCC4800
- ☐ OCH4800
- ☐ OCH4800WB
- ☐ OCH4800RF
- ☐ OAE5000T
- ☐ CCG4800
- ☐ CHG4800
- ☐ ECH48
- ☐ CH48



Year of manufacture, if known: _____

Attachments (check all applicable):

- ☐ Photo of the nameplate (manufacturing label of the heater)
- ☐ Sales invoice, showing the heater bought and purchase date
- ☐ Photo of the heater

After checking the claim, we will confirm your eligibility.

If you have any questions about this form, please call **1-800-463-7043**, ext: **221** or email us at actioncollective_chaufferettes@ouellet.com.

Only one claim can be submitted per heater, subject to eligibility. Any additional claims for the same heater will be refused.

I confirm that the information provided in this document is true and accurate, and I acknowledge that knowingly submitting a false claim may constitute civil or criminal fraud.

Submit



FORMULAIRE DE VÉRIFICATION D'ADMISSIBILITÉ POUR COMPENSATION CHAUFFERETTES

INFORMATIONS CONCERNANT LE RÉCLAMANT

Prénom : _____ Nom : _____

Adresse : _____
No., rue, app.

Ville : _____ Province : _____ Pays : _____

Code postal : _____ Téléphone : _____

Courriel : _____

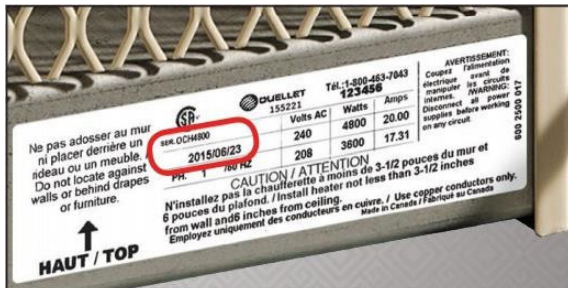
INFORMATIONS SUR LE PRODUIT

Nom du magasin où l'appareil a été acheté, si connu : _____

Ville, si connue : _____

Numéro de modèle :

- ☐ OCC4800
- ☐ OCH4800
- ☐ OCH4800WB
- ☐ OCH4800RF
- ☐ OAE5000T
- ☐ CCG4800
- ☐ CHG4800
- ☐ ECH48
- ☐ CH48



Année de fabrication, si connue : _____

Sont joints à ce formulaire (cochez lorsqu'applicable) :

- ☐ Photo de la plaque signalétique (étiquette de fabrication de l'appareil);
- ☐ Facture d'achat de l'appareil, indiquant l'appareil acheté et la date d'achat;
- ☐ Photo de l'appareil.

Sur validation de cette demande, nous confirmerons votre admissibilité.

Pour toute question concernant ce formulaire, veuillez composer le **1-800-463-7043**, poste : **221** ou écrivez- nous à actioncollective_chaufferettes@ouellet.com.

Une seule réclamation sera possible par appareil, sous réserve de son admissibilité. Toute réclamation additionnelle pour un même appareil sera refusée.

J'atteste de la véracité et de l'exactitude des renseignements fournis dans ce document et je reconnais que soumettre sciemment une fausse réclamation pourrait constituer une fraude civile ou criminelle.

Soumettre



CLASS ACTION - HEATERS

FORM TO VERIFY THE ADMISSIBILITY TO A COMPENSATION

Name *

First Name

Last Name

Name of Company

Name of representative

Address *

Address Line 1

Address Line 2

City



Powered by Formstack Create your own form >

Postal Code

Email *

Phone *

Name of store where heater was purchased *

City of store where heater was purchased *

Brand of Product *

Model Number *

Year of manufacture *

I attach in support of the present form below:

File *

Choose File

Remove File

No File Chosen

File uploads may not work on some mobile devices.

I confirm: *



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Having disposed of my heater



Signature *

[\[clear\]](#)

Use your mouse or finger to draw your signature above

Date/Time

▼▲	▼▲	▼▲	
▼▲	:	▼▲	▼▲

Submit Form



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Schedule B: List of Heaters

CANADIAN HEATING APPLIANCES CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

LIST OF HEATERS

Manufacturer	Make	Model	Year sold
Ouellet Canada inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Between 1989 and 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Between 2000 and 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Between 1992 and 2006

**RÈGLEMENT NATIONAL DE L'ACTION COLLECTIVE POUR LES APPAREILS DE
CHAUFFAGE AU CANADA**

LISTE DES APPAREILS DE CHAUFFAGE

Fabricant	Marque	Modèle	Année de vente
Ouellet Canada inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Entre 1989 et 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Entre 2000 et 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Entre 1992 et 2006

Schedule C: Notice Program

CANADIAN HEATING APPLIANCES CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

NOTICE DISSEMINATION PLAN

The Defendants Ouellet Canada Inc., Stelpro Design Inc., and Glen Dimplex Americas Ltd. (hereinafter the “**Manufacturers**”), and Thermon Group Holdings Inc., propose the following method of dissemination of the Notices and Settlement Notices through conventional print and digital social media to the Class Members, and Settlement Class Members regarding the :

- Settlement Approval Motion;
- Approval Judgment;

hereinafter the (“**Notice Programs**”), and the procedures to object, or opt-out or file a Claim as a Settlement Class Member.

The Manufacturers will implement the Notice Programs to disseminate the Notices to the Class Members, and the Settlement Notices to the Settlement Class Members, and receive the Claim Forms. The Class Counsel will receive the opt-out written election.

CLASS ACTION NOTICE PROGRAMS

Due to the nature and size of the class and settlement, a cost-effective, print, digital and social media strategy (Facebook, Instagram, Audience Network) will be employed for both Notice Programs.

The Notice Programs will consist of the following Notices and Settlement Notices:

- Short Form General Approval Notice (Settlement Approval Motion);
- Detailed General Approval Notice (Settlement Approval Motion);
- Short Form Settlement Notice (Approval Judgment);
- Long Form Settlement Notice (Approval Judgment);

The Notices and Settlement Notices will be written in both English and French to inform the Class Members and Settlement Class Members of the Approval Hearing, opt-out deadline, the Settlement, Approval Judgment and Claim process as agreed to by the Parties and approved by the Court.

All Notices and Settlement Notices will include a toll-free number, email addresses, and website addresses for the opt-out and Claim Administration.

The Manufacturers will execute two separate Notice Programs

1. **To provide Class Members adequate Notice of the pending settlement and provide Class Members the options in regards to objecting or opting-out of the Settlement:**
The Opt-Out Deadline is 45 days after the Notice is published and any opt-out written election shall be delivered to the Class Counsel within the Opt-Out Deadline.

2. **To notify Settlement Class Members once the Settlement has been finalized and to file a Claim Form:** The objective of this Notice Program is to provide adequate notice of the Settlement and provide important information to Settlement Class Members, including the Claims Administration process. Settlement Class Members will be notified of the existence and terms of the settlement benefits through the Settlement Notice approved by the Court.

To effect the Notice Programs, the Manufacturers shall:

1. Establish, maintain, and monitor a dedicated e-mail address to which Class Members and Settlement Class Members may direct written inquiries;
2. Format the Notice and Settlement Notice to facilitate electronic versions of the notices for digital means;
3. Establish a web site address which will contain the Short Form General Approval Notice, Detailed General Approval Notice, Short Form Settlement Notice, and Long Form Settlement Notice, as well as necessary forms, information on hearing dates, deadlines, and contact information for Class counsel;
4. Publish the Short Form General Approval Notice, and Short Form Settlement Notice, in the following newspapers through placing one advertisement in each publication on a weekday:
 - a. The National Post (in English);
 - b. Montreal Gazette (in English);
 - c. Journal de Québec (in French);
 - d. The Globe and Mail (national edition) (in English);
 - e. The Vancouver Sun (in English);
 - f. Edmonton Journal;
 - g. Calgary Herald;
 - h. Ottawa Citizen;
 - i. Windsor Star;
 - j. Saskatoon Star Phoenix;
 - k. Regina Leader Post;
 - l. London Free Press;
 - m. Journal de Montreal (in French);
 - n. The Toronto Star (in English); and
 - o. La Presse + (in French)
5. Disseminate information on social media (Facebook, Instagram, Audience Network) for a minimum duration of 30 days with a campaign targeting minimally 10,000 clicks.

Schedule D: Short Form General Approval Notice

HEATERS CLASS ACTION – NATIONAL SETTLEMENT NOTICE

Important Legal Notice of a Class Action Settlement

If you purchased a construction heater or a heating appliance manufactured by Ouellet, Stelpro or Dimplex between 1989 and 2016, your rights could be affected by a national class action settlement

In March 2019, certain construction heaters or heating appliances branded Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan and Dimplex manufactured between 1989 and 2016 (the “**Heaters**”) were recalled as a result of a safety issue and fire hazard that could result in severe damage to property or bodily injury.

By way of the recall, the owners and users of the Heaters were informed to immediately cease using and disconnect their device(s).

Construction heaters and heating appliances are heating devices intended to provide a temporary or permanent additional source of heating for certain locations, including construction sites, workshops and garages.

The list of specific Heaters captured by the class action are available at www.●.com.

If you are still owning one of the Heaters, you must immediately stop using and disconnect your device if you have not already done so as directed by the Recalls.

A national settlement has been reached whereby all claims by eligible owners of the Heaters will be settled by offering a discount towards the purchase of a replacement heating device, resolving all claims in relation to the Heaters and entailing that no further claim could be brought in relation thereto.

You are included in the class action if, on ([insert date of the Pre-Approval Judgment](#)), you were the owner of one of the Heaters in Canada.

Please visit at www.●.com or contact the lawyer advancing the class action at the address below for a full copy of the Settlement Agreement and to obtain more information about:

- a) The benefits of the Settlement;
- b) The approval process of the Settlement before the Court and the hearing scheduled for that purpose, how to attend or make comments on the Settlement, as the case may be;
- c) How to formulate a claim if the Settlement is approved by the Court;
- d) How to opt-out of the Settlement and the Class Action, as the case may be;
- e) The legal fees of the lawyers advancing the Class Action.

You may Opt-Out of the Settlement and the Class Action by [\[insert date\]](#). This is the only opportunity for class members to do so.

Another notice will be published and additional information will be provided if the Settlement is approved by the Court.

To obtain more information about the Class Action, the Settlement, this notice and the topics above, visit www.●.com, which will be periodically updated.

The lawyers advancing the Class Action are Roy Bastien Avocats Inc. and can be reached at:

Mr. Martin André Roy and/or Ms. Mélanie Bastien and/or Mr. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 Rachel St. East
Montreal (Quebec) H2W 2T6
Phone : 514 510-3566
Email: maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

This notice has been approved by the Court.

ACTION COLLECTIVE CONCERNANT DES APPAREILS DE CHAUFFAGE – AVIS DE RÈGLEMENT NATIONAL

Avis légal important concernant le règlement d'une action collective

Si vous avez acheté une chaufferette de construction ou un appareil de chauffage fabriqué par Ouellet, Stelpro ou Dimplex entre 1989 et 2016, vos droits pourraient être affectés par le règlement d'une action collective nationale

En mars 2019, certaines chaufferettes de construction ou appareils de chauffage de marque Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan et Dimplex fabriqués entre 1989 et 2016 (les « **Appareils de chauffage** ») ont fait l'objet de rappels en raison d'un problème de sécurité et d'un risque d'incendie qui pourraient causer des dommages matériels ou des lésions corporelles graves.

Par l'entremise de rappels, les propriétaires et utilisateurs des Appareils de chauffage ont été informés de cesser immédiatement d'utiliser et de débrancher leur(s) appareil(s).

Les chaufferettes de construction et les appareils de chauffage sont des appareils de chauffage destinés à fournir une source de chauffage supplémentaire temporaire ou permanente à certains endroits, y compris les chantiers de construction, les ateliers et les garages.

La liste des Appareils de chauffage spécifiques visés par l'action collective est disponible sur www.●.com.

Si vous possédez toujours l'un des Appareils de chauffage, vous devez immédiatement cesser de l'utiliser et le débrancher si vous ne l'avez pas déjà fait, comme l'indiquent les rappels.

Un règlement national a été conclu, en vertu duquel toutes les réclamations des propriétaires éligibles des Appareils de chauffage seront réglées par l'offre d'une remise sur l'achat d'un appareil de chauffage de remplacement, ce qui résout toutes les réclamations relatives aux Appareils de chauffage et emporte qu'aucune autre réclamation ne pourra être présentée à leur égard.

Vous êtes inclus dans l'Action collective si, au ([insérer la date du jugement préalable à l'approbation](#)), vous étiez propriétaire d'un des Appareils de chauffage au Canada.

Veuillez consulter le [site www.●.com](http://www.●.com) ou contacter l'avocat qui pilote l'Action collective à l'adresse ci-dessous pour obtenir une copie complète de la Convention de Règlement et pour obtenir de plus amples informations sur :

- a) Les bénéfices du Règlement;
- b) Le processus d'approbation du Règlement devant la Cour et l'audience prévue à cette fin, la façon d'assister ou de commenter le Règlement, selon le cas;
- c) Comment formuler une réclamation si le Règlement est approuvé par la Cour;
- d) Comment s'exclure du Règlement et de l'Action collective, le cas échéant;
- e) Les frais juridiques des avocats qui ont intenté l'Action collective.

Vous pouvez vous exclure du Règlement et de l'Action collective au plus tard le [\[insérer la date\]](#). C'est la seule occasion pour les membres du groupe de le faire.

Un autre avis sera publié et des informations supplémentaires seront fournies si le Règlement est approuvé par la Cour.

Pour obtenir plus d'informations sur l'Action collective, le Règlement, le présent avis et les sujets ci-dessus, visitez [le site www.roybastien.ca](http://www.roybastien.ca), qui sera périodiquement mis à jour.

Les avocats qui pilotent l'Action collective sont Roy Bastien Avocats Inc., et peuvent être rejoints aux coordonnées suivantes :

M. Martin André Roy et/ou Mme Mélanie Bastien et/ou M. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 rue Rachel Est
Montréal (Québec) H2W 2T6
Téléphone : 514 510-3566

Courriel : maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

Cet avis a été approuvé par la Cour.

Schedule E: Detailed General Approval Notice

HEATERS CLASS ACTION – NATIONAL SETTLEMENT NOTICE

If you purchased a construction heater or a heating appliance manufactured by Ouellet, Stelpro or Dimplex between 1989 and 2016, your rights could be affected by a national class action settlement

In March 2019, certain construction heaters or heating appliances branded Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan and Dimplex manufactured between 1989 and 2016 (the “**Heaters**”) were recalled as a result of a safety issue and fire hazard that could result in severe damage to property or bodily injury (the “**Recalls**”).

By way of the Recalls, the owners and users of the Heaters were informed to immediately cease using and disconnect their devices.

Construction heaters and heating appliances are heating devices intended to provide a temporary or permanent additional source of heating for certain locations, including construction sites, workshops and garages.

The list of specific Heaters captured by the class action is included below and available at www.●.com.

If you are still owning one of the Heaters, you must immediately stop using and disconnect your device if you have not already done so as directed by the Recalls.
--

The Class Action

The class action lawsuit was commenced in Quebec against Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex America Ltd and Thermon Group Holdings, Inc. (the “**Defendants**”) in furtherance to the Recalls (the “**Class Action**”).

By way of the Class Action, the Plaintiff is alleging, *inter alia*, that the Heaters were defective in their manufacture and that they presented dangerous safety issues and fire hazards.

The Class Action was not authorized or certified by the Court against any of the Defendants before this settlement was reached.

The Settlement

Although the Defendants deny any wrongdoing or liability, a national settlement was reached with the Plaintiff for the global resolution of all claims pertaining to the Class Actions (the “**Settlement**”), subject to approval of the Court in Quebec (the “**Court**”).

The Settlement provides for the following benefits for the Settlement Class Members (see below) in exchange for a full release of claims against the Defendants and other related entities:

- a) Compensation by way of a discount for the purchase of a replacement heating device from the manufacturer having initially manufactured or sold it;
- b) The payment of the fees and disbursement to Class Counsel independently from the above up to \$500,000, inclusive of taxes, if approved by the Court.

If the Settlement is approved by the Court, this will put an end to the Class Action, which will resolve all claims in relation to the Heaters and entailing that no further claim could be brought in relation thereto.

Claiming your compensation for a replacement device

If the Settlement is approved by the Court, further information about how to claim your compensation for the purchase of a replacement heating device will be made available.

At such time, another notice intended to the Settlement Class Members will be published containing all the relevant information.

If you would like to receive direct notice of any distribution efforts, please register at www.●.ca, or contact Class Counsel at the address below.

Authorization as Class Proceedings for Settlement Purposes

In order to implement the Settlement, the Court has authorized the Class Action as class proceedings against the Defendants for settlement purposes only.

As the case may be, the refusal by the Court to approve the Settlement will entail its termination and that of all the benefits to the Settlement Class Members and resume the litigation between the parties.

Who Are The Settlement Class Members?

You are a Settlement Class Member, if on (insert date of Pre-Approval Judgment), you owned in Canada one of the following Heaters:

Manufacturer	Make	Model	Year sold
Ouellet Canada Inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Between 1989 and 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Between 2000 and 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd.	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Between 1992 and 2006

All Settlement Class Members are affected by this notice.

Settlement Approval Hearings

A hearing to consider the approval of the Settlement, the benefits for the Settlement Class Members and the approval of Class Counsel Fees will be heard on ● before the Superior Court of Quebec in Montreal, either in person or by virtual conferencing at the following coordinates:

INSERT LINK TO E-ROOM WHEN AVAILABLE

Anyone can attend the hearing, but if you wish to speak to the Court, please kindly advise beforehand the Class Counsel at the address below.

If you wish to provide written comment on or objection to the Settlement, you must do so by delivering same to Class Counsel by writing at the address below. Comments or objections will be provided to the Court for consideration in whether to approve or reject the Settlement.

Participating in the Settlement

If you qualify as a Settlement Class Members and wish to participate in the Settlement, you do not need to do anything at this time.

Opting Out of the Settlement and the Class Action

The deadline to opt out of the Settlement and the Class actions is ●.

Consequences of Opting Out

By opting out, you are choosing:

- 1) **not** to take part in the Settlement;
- 2) **not** to participate in any way in the Class Action, AND
- 3) **not** to participate in any benefits arising from the Settlement or the Class Action.

Settlement Class Members **who opt out** will not be bound by the Settlement or the releases in the Settlement, but will also not be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement. Settlement Class Members who opt out will also not be entitled to participate in the prosecution of the Class Action, as the case may be.

Settlement Class Members who **do not opt out** will be bound by the Settlement and the releases in it, and will be entitled to the benefits that may become available as a result of the Settlement.

There will be no further opportunity to opt out of the Settlement or the Class Action.

* * *

FOR MORE INFORMATION on the status of the approval hearing or on how to opt out of the Class Action, comment or object to the Settlement, or to view the Settlement Agreement and a list of other definitions that apply to this Notice, visit www.●.ca, which will be periodically updated with information on the Settlement approval process and the Class Action.

The lawyers advancing the Class Action are Roy Bastien Avocats Inc. and can be reached at:

Mr. Martin André Roy and/or Ms. Mélanie Bastien and/or Mr. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 Rachel St. East
Montreal (Quebec) H2W 2T6
Phone : 514 510-3566
Email: maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

This notice has been approved by the Court.

ACTION COLLECTIVE CONCERNANT DES APPAREILS DE CHAUFFAGE – AVIS DE RÈGLEMENT NATIONAL

Si vous avez acheté une chaufferette de construction ou un appareil de chauffage fabriqué par Ouellet, Stelpro ou Dimplex entre 1989 et 2016, vos droits pourraient être affectés par le règlement d'une action collective nationale

En mars 2019, certaines chaufferettes de construction ou appareils de chauffage de marque Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan et Dimplex fabriqués entre 1989 et 2016 (les « **Appareils de chauffage** ») ont fait l'objet de rappels en raison d'un problème de sécurité et d'un risque d'incendie qui pourraient entraîner des dommages matériels ou corporels graves (les « **Rappels** »).

Par l'entremise des Rappels, les propriétaires et les utilisateurs des Appareils de chauffage ont été informés de cesser immédiatement d'utiliser et de débrancher leurs appareils.

Les chaufferettes de construction et les appareils de chauffage sont des appareils de chauffage destinés à fournir une source de chauffage supplémentaire temporaire ou permanente à certains endroits, y compris les chantiers de construction, les ateliers et les garages.

La liste des Appareils de chauffage spécifiques visés par l'action collective est incluse ci-dessous et disponible sur www.o.com.

Si vous possédez toujours l'un des Appareils de chauffage, vous devez immédiatement cesser de l'utiliser et le débrancher si vous ne l'avez pas déjà fait, comme l'indiquent les rappels.

L'Action collective

L'Action collective a été intentée au Québec contre Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex America Ltd. et Thermon Group Holdings, Inc. (les « **Défenderesses** ») dans le cadre des Rappels (l'« **Action collective** »).

Dans le cadre l'Action collective, le Demandeur allègue, entre autres choses, que les Appareils de chauffage étaient défectueux dans leur fabrication et qu'ils présentaient des risques de sécurité et d'incendie.

L'Action collective n'a pas été autorisée ni certifiée par la Cour contre l'un ou l'autre des Défenderesses avant la conclusion du présent règlement.

Le Règlement

Bien que les Défenderesses nient tout acte répréhensible ou toute responsabilité, un règlement national a été conclu avec le Demandeur pour le règlement global de toutes les réclamations relatives aux Actions collectives (le « **Règlement** »), sous réserve de l'approbation de la Cour au Québec (la « **Cour** »).

Le Règlement prévoit les avantages suivants pour les Membres du Groupe de Règlement (voir ci-après) en contrepartie d'une quittance complète pour toutes réclamations contre les Défenderesses et d'autres entités liées :

- a) Une compensation sous forme de rabais pour l'achat d'un appareil de chauffage de remplacement auprès du fabricant qui l'a initialement fabriqué ou vendu;
- b) Le paiement des honoraires et débours des avocats du Groupe indépendamment de ce qui précède jusqu'à concurrence de 500 000 \$, taxes comprises, si la Cour l'approuve.

Si le Règlement est approuvé par la Cour, l'Action collective prendra fin, ce qui permettra de régler toutes les réclamations relatives aux Appareils de chauffage et de faire en sorte qu'aucune autre réclamation ne puisse être présentée à leur égard.

Demander une indemnité pour un appareil de remplacement

Si le Règlement est approuvé par la Cour, de plus amples renseignements sur la façon de demander une indemnité pour l'achat d'un appareil de chauffage de remplacement seront mis à votre disposition.

À ce moment, un autre avis destiné aux Membres du Groupe de Règlement sera publié et contiendra tous les renseignements pertinents.

Si vous souhaitez recevoir un avis direct de toute tentative de placement, veuillez vous inscrire au www.●.ca ou contacter l'avocat du Groupe à l'adresse ci-dessous.

Autorisation/Certification de l'Action collective pour fins de règlement

Afin de mettre en œuvre le Règlement, la Cour a autorisé/certifié l'Action collective uniquement à des fins de règlement.

Le cas échéant, le refus de la Cour d'approuver le Règlement entraînera sa résiliation et celle de tous les avantages pour les Membres du Groupe de Règlement et la reprise du litige entre les parties.

Qui sont les Membres du Groupe de Règlement?

Vous êtes un Membre du Groupe de Règlement si, le (insérer la date du jugement préalable à l'approbation), vous possédiez au Canada l'un des Appareils de chauffage suivants :

Fabricant	Marque	Modèle	Année de vente
Ouellet Canada Inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Entre 1989 et 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Entre 2000 et 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd.	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Entre 1992 et 2006

Tous les Membres du Groupe de Règlement sont affectés par le présent avis.

Audiences d'approbation des règlements

Une audience visant à examiner l'approbation du Règlement, les avantages pour les Membres du Groupe de Règlement et l'approbation des honoraires des avocats du Groupe sera tenue le ● devant la Cour supérieure du Québec à Montréal, en personne ou par téléconférence, aux coordonnées suivantes :

INSÉRER LE LIEN VERS LA SALLE DE CONFÉRENCE VIRTUELLE, LORSQUE DISPONIBLE

Toute personne peut assister à l'audience, mais si vous souhaitez vous adresser à la Cour, veuillez en informer au préalable l'avocat du Groupe à l'adresse ci-dessous.

Si vous souhaitez formuler des commentaires écrits sur le Règlement ou vous y opposer, vous devez le faire en les remettant à l'avocat du Groupe en écrivant à l'adresse ci-dessous. Des commentaires ou des objections seront soumis à la Cour pour qu'elle décide si elle approuve ou rejette le Règlement.

Participer au Règlement

Si vous vous qualifiez en tant que Membre du Groupe de Règlement et souhaitez participer au Règlement, vous n'avez rien à faire pour le moment.

Option de s'exclure du Règlement et de l'Action collective

La date limite pour s'exclure du Règlement et de l'Action collective est le ●.

Conséquences de s'exclure

En vous excluant, vous choisissez :

- 1) **de ne** pas prendre part au Règlement;
- 2) **de ne** participer d'aucune façon à l'Action collective, ET
- 3) **ne** pas participer aux avantages découlant du Règlement ou de l'Action collective.

Les Membres du Groupe de Règlement **qui choisissent** de s'exclure du Règlement ne seront pas liés par le Règlement ou les quittances qui y sont prévues, mais ils n'auront pas non plus le droit de participer aux fonds pouvant être disponibles aux Membres du Groupe de Règlement dans le cadre du Règlement. Les Membres du Groupe de Règlement qui s'excluent de l'Action collective n'auront pas non plus le droit de participer à la poursuite de l'Action collective, le cas échéant.

Les Membres du Groupe de Règlement qui **ne s'excluent pas** seront liés par le Règlement et les quittances qui y sont prévues et auront droit aux bénéfices qui pourraient devenir disponibles suite du Règlement.

Il n'y aura plus d'autre possibilité de s'exclure du Règlement ou de l'Action collective.

* * *

POUR PLUS D'INFORMATIONS sur l'audience d'approbation ou sur la façon de se retirer de l'Action collective, de commenter ou de s'opposer au Règlement, ou pour consulter la Convention de Règlement et une liste d'autres définitions qui s'appliquent au présent avis, visitez le www.●.ca, qui sera mis à jour périodiquement en fonction de renseignements sur le processus d'approbation du Règlement et l'Action collective.

Les avocats qui pilotent l'Action collective sont Roy Bastien Avocats Inc., et peuvent être rejoints aux coordonnées suivantes :

M. Martin André Roy et/ou Mme Mélanie Bastien et/ou M. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 rue Rachel Est
Montréal (Québec) H2W 2T6

Téléphone : 514 510-3566

Courriel : maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

Cet avis a été approuvé par la Cour.

Schedule F: Short Form Settlement

HEATERS CLASS ACTION – NATIONAL SETTLEMENT NOTICE

Important Legal Notice of Class Action Settlement and How to Claim

If you purchased a construction heater or a heating appliance manufactured by Ouellet, Stelpro or Dimplex between 1989 and 2016, your rights are affected by a national class action settlement

In March 2019, certain construction heaters or heating appliances branded Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan and Dimplex manufactured between 1989 and 2016 (the “**Heaters**”) were recalled as a result of a safety issue and fire hazard that could result in severe damage to property or bodily injury (the “**Recalls**”).

By way of the Recalls, the owners and users of the Heaters were informed to immediately cease using and disconnect their devices.

Construction heaters and heating appliances are heating devices intended to provide a temporary or permanent additional source of heating for certain locations, including construction sites, workshops and garages.

The list of specific Heaters captured by the class action is included below and available at www.●.com.

A national settlement has been reached and **approved by the Court** whereby all claims in relation to the Heaters and the Recalls have been definitively settled.

You are included in the Class Action and bound by the Settlement if, not having opted-out, you owned any of the Heater on (insert date of the Pre-Approval Judgment), in Canada.

You may no longer opt-out or object to the Settlement. Formulating a claim under the Settlement is the only remedy and relief the Settlement Class Members have in relation to the Class Action and the Recalls of the Heaters.

If you are still owning one of the Heaters, you must immediately stop using and disconnect your device.

THE SETTLEMENT BENEFITS

If you owned any of the Heaters in Canada on (insert date of Pre-Approval Judgment), you may be entitled to a compensation by way of a discount towards the purchase of a replacement heating device. Please visit www.●.com or contact the lawyers advancing the Class Action at the address below to validate if you are eligible for a compensation.

- a) If you owned a qualifying Heater manufactured by Ouellet, you can claim your compensation at www.●.com;
- b) If you owned a qualifying Heater manufactured by Stelpro, you can claim your compensation at www.●.com;
- c) If you owned a qualifying Heater manufactured by Dimplex, you can claim your compensation at www.●.com;

In addition, the Defendants are paying the fees and disbursements to Class Counsel approved by the Court independently from the above up to \$500,000, inclusive of taxes.

FOR MORE INFORMATION

To obtain more information about the Class Action, the Settlement, this notice and the topics above, visit www.roybastien.com, which is periodically updated.

The lawyers advancing the Class Action are Roy Bastien Avocats Inc. and can be reached at:

Mr. Martin André Roy and/or Ms. Mélanie Bastien and/or Mr. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

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Phone : 514 510-3566
Email: maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

THERE WILL BE NO FURTHER NOTICE IN RELATION TO THE HEATERS CLASS ACTION SETTLEMENT

This notice has been approved by the Court.

ACTION COLLECTIVE CONCERNANT DES APPAREILS DE CHAUFFAGE – AVIS DE RÈGLEMENT NATIONAL

Avis légal important d'un règlement d'une action collective et procédure de réclamation

Si vous avez acheté une chaufferette de construction ou un appareil de chauffage fabriqué par Ouellet, Stelpro ou Dimplex entre 1989 et 2016, vos droits sont concernés par le règlement d'une action collective nationale

En mars 2019, certaines chaufferettes de construction ou appareils de chauffage de marque Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan et Dimplex fabriqués entre 1989 et 2016 (les « **Appareils de chauffage** ») ont fait l'objet de rappels en raison d'un problème de sécurité et d'un risque d'incendie qui pourraient entraîner des dommages matériels ou corporels graves (les « **Rappels** »).

Par l'entremise des Rappels, les propriétaires et les utilisateurs des Appareils de chauffage ont été informés de cesser immédiatement d'utiliser et de débrancher leurs appareils.

Les chaufferettes de construction et les appareils de chauffage sont des appareils de chauffage destinés à fournir une source de chauffage supplémentaire temporaire ou permanente à certains endroits, y compris les chantiers de construction, les ateliers et les garages.

La liste des Appareils de chauffage spécifiques visés par l'action collective est incluse ci-dessous et disponible sur www.●.com.

Un règlement national a été conclu et **approuvé par la Cour**, par lequel toutes les réclamations relatives aux Appareils de chauffage et aux Rappels ont été définitivement réglées.

Vous êtes inclus dans l'Action collective et lié par le Règlement si, n'ayant pas renoncé à votre droit d'exclusion, vous étiez propriétaire de l'un ou l'autre des Appareils de chauffage le (**indiquer ici la date du jugement d'approbation préalable**), au Canada.

Vous ne pouvez plus vous exclure ou vous opposer au Règlement. La formulation d'une réclamation aux termes du Règlement est la seule réparation et le seul recours dont disposent les Membres du Groupe de Règlement relativement à l'Action collective et aux Rappels.

Si vous êtes toujours en possession d'un des Appareils de chauffage, vous devez immédiatement cesser de l'utiliser et débrancher votre appareil.

LES BÉNÉFICES DU RÈGLEMENT

Si vous étiez propriétaire de l'un des Appareils de chauffage au Canada le (**insérer la date du jugement d'approbation préalable**), vous pourriez avoir droit à une compensation sous forme de rabais à l'achat d'un appareil de chauffage de remplacement. Veuillez visiter le site www.●.com ou communiquer avec les avocats qui pilotent l'Action collective à l'adresse ci-dessous pour vérifier si vous êtes admissible à une indemnité.

- a) Si vous étiez propriétaire d'un appareil de chauffage admissible fabriqué par Ouellet, vous pouvez réclamer votre indemnité sur le site www.●.com;

- b) Si vous étiez propriétaire d'un appareil de chauffage admissible fabriqué par Stelpro, vous pouvez demander votre indemnisation sur le site www.roybastien.ca;
- c) Si vous étiez propriétaire d'un appareil de chauffage admissible fabriqué par Dimplex, vous pouvez réclamer votre indemnisation sur le site www.roybastien.ca;

De plus, les Défenderesses paient les honoraires et les débours des avocats du Groupe indépendamment de ce qui précède ayant été approuvé par la Cour jusqu'à concurrence de 500 000 \$, taxes comprises.

POUR PLUS D'INFORMATIONS

Pour obtenir plus d'informations sur l'Action collective, le Règlement, le présent avis et les sujets ci-dessus, visitez le site www.roybastien.ca, qui est périodiquement mis à jour.

Les avocats qui pilotent l'Action collective sont Roy Bastien Avocats Inc., et peuvent être joints aux coordonnées suivantes :

M. Martin André Roy et/ou Mme Mélanie Bastien et/ou M. Alexandre Drouin
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Téléphone : 514 510-3566
Courriel : maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

IL N'Y AURA PAS D'AVIS SUPPLÉMENTAIRE CONCERNANT LE RÈGLEMENT DE L'ACTION COLLECTIVE CONCERNANT LES APPAREILS DE CHAUFFAGE

Cet avis a été approuvé par la Cour.

Schedule G: Long Form Settlement Notice

HEATERS CLASS ACTION – NATIONAL SETTLEMENT NOTICE

Important Legal Notice of Class Action Settlement and How to Claim

If you purchased a construction heater or a heating appliance manufactured by Ouellet, Stelpro or Dimplex between 1989 and 2016, your rights are affected by a national class action settlement

In March 2019, certain construction heaters or heating appliances branded Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan and Dimplex manufactured between 1989 and 2016 (the “**Heaters**”) were recalled as a result of a safety issue and fire hazard that could result in severe damage to property or bodily injury (the “**Recalls**”).

By way of the Recalls, the owners and users of the Heaters were informed to immediately cease using and disconnect the devices.

Construction heaters and heating appliances are heating devices intended to provide a temporary or permanent additional source of heating for certain locations, including construction sites, workshops and garages.

The list of specific Heaters captured by the class action is included below and available at www.●.com.

If you are still owning one of the Heaters, you must immediately stop using and disconnect your device if you have not already done so as directed by the Recalls.

The Class Action and the Settlement

The class action lawsuit was commenced in Quebec against Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex America Ltd and Thermon Group Holdings, Inc. (the “**Defendants**”) in furtherance to the Recalls (the “**Class Action**”).

By way of the Class Action, the Plaintiff is alleging, *inter alia*, that the Heaters were defective in their manufacture and that they presented dangerous safety issues and fire hazards.

A full copy of the Settlement Agreement is available at www.●.com or by contacting Class Counsel at the address below.

The Class Action has been authorized for settlement purposes and the Settlement has been **approved** by the Court in Quebec. This puts an end to the Class Action.

You are a **Settlement Class Member and bound by the Settlement** if, on (insert date of Pre-Approval Judgment), you owned in Canada one of the following Heaters:

Manufacturer	Make	Model	Year sold
Ouellet Canada Inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Between 1989 and 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Between 2000 and 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd.	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Between 1992 and 2006

You may no longer opt-out or object to the Settlement. Formulating a claim under the Settlement is the only remedy and relief the Settlement Class Members have in relation to the Class Action and the Recalls.

All other claims against the Defendants in relation to the Class Actions and the Recalls are now captured by a full release and not permitted.

The Settlement Benefits

If you owned any of the Heaters on (insert date of Pre-Approval Judgment), you may be entitled to a compensation by way of a discount towards the purchase of a replacement heating device. Please visit www.●.com or contact the lawyers advancing the Class Action at the address below to validate if you are eligible for a compensation.

- a) If you owned a qualifying Heater manufactured by Ouellet, you can claim your compensation at www.●.com;
- b) If you owned a qualifying Heater manufactured by Stelpro, you can claim your compensation at www.●.com;
- c) If you owned a qualifying Heater manufactured by Dimplex, you can claim your compensation at www.●.com;

In addition, the Defendants are paying the fees and disbursements to Class Counsel approved by the Court independently from the above up to \$500,000, inclusive of taxes.

DO YOU REQUIRE MORE INFORMATION?

FOR MORE INFORMATION on the Class Action, the Settlement Agreement, the Claim Process, the Claim Form and a list of other definitions that apply to this Notice, visit www.●.com, which is periodically updated with information on the Settlement approval process and the Class Action.

This notice is a summary of the Settlement. You should consult the Settlement Agreement for specific details as to your rights and obligations under the Settlement.

The lawyers advancing the Class Action are Roy Bastien Avocats Inc. and can be reached at:

Mr. Martin André Roy and/or Ms. Mélanie Bastien and/or Mr. Alexandre Drouin
ROY BASTIEN AVOCATS INC.

77 Rachel St. East
Montreal (Quebec) H2W 2T6
Phone : 514 510-3566
Email: maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

THERE WILL BE NO FURTHER NOTICE IN RELATION TO THE HEATERS CLASS ACTION SETTLEMENT

This notice has been approved by the Court.

ACTION COLLECTIVE CONCERNANT DES APPAREILS DE CHAUFFAGE – AVIS DE RÈGLEMENT NATIONAL

Avis légal important d'un règlement d'une action collective et procédure de réclamation

Si vous avez acheté une chaufferette de construction ou un appareil de chauffage fabriqué par Ouellet, Stelpro ou Dimplex entre 1989 et 2016, vos droits sont affectés par le règlement d'une action collective nationale

En mars 2019, certaines chaufferettes de construction ou appareils de chauffage de marque Ouellet, Electrimart, Global Commander, Stelpro Design, Uniwatt, Chromalox, Centurion, Electromode, Westcan et Dimplex fabriqués entre 1989 et 2016 (les « **Appareils de chauffage** ») ont fait l'objet de rappels en raison d'un problème de sécurité et d'un risque d'incendie qui pourraient entraîner des dommages matériels ou corporels graves (les « **Rappels** »).

Par l'entremise des Rappels, les propriétaires et les utilisateurs des Appareils de chauffage ont été informés de cesser immédiatement d'utiliser et de débrancher les appareils.

Les chaufferettes de construction et les appareils de chauffage sont des appareils de chauffage destinés à fournir une source de chauffage supplémentaire temporaire ou permanente à certains endroits, y compris les chantiers de construction, les ateliers et les garages.

La liste des Appareils de chauffage spécifiques visés par l'action collective est incluse ci-dessous et disponible sur www.●.com.

Si vous possédez toujours l'un des Appareils de chauffage, vous devez immédiatement cesser de l'utiliser et le débrancher si vous ne l'avez pas déjà fait, comme l'indiquent les Rappels.

L'Action collective et le Règlement

L'Action collective a été instituée au Québec contre Ouellet Canada Inc., Stelpro Design Inc., Glen Dimplex America Ltd. et Thermon Group Holdings, Inc. (les « **Défenderesses** ») dans le cadre des Rappels (l' « **Action collective** »).

Dans le cadre de l'Action collective, le Demandeur allègue, entre autres choses, que les Appareils de chauffage étaient défectueux dans leur fabrication et qu'ils présentaient des risques de sécurité et d'incendie.

La Convention de règlement est disponible à l'adresse www.●.com ou en communiquant avec les avocats qui pilotent l'Action collective à l'adresse ci-dessous.

L'Action collective a été autorisée aux fins de règlement et le Règlement a été **approuvé** par la Cour au Québec. Cela met fin à l'Action collective.

Vous êtes un **Membre du Groupe de Règlement** et êtes lié par le **Règlement** si, au (insérer la date du jugement d'approbation préalable), vous possédiez au Canada l'un des Appareils de chauffage :

Fabricant	Marque	Modèle	Année de vente
Ouellet Canada Inc.	Ouellet	OCC4800 OCH4800 OAE5000T OCH4800WB OCH4800RF	Entre 1989 et 2016
	Electrimart	CH48 ECH48	
	Global Commander	CHG4800 CCG4800	
Stelpro Design Inc.	Stelpro Design	PCH48T PCH4800T	Entre 2000 et 2009
	Uniwatt	UCH48 UCH48T UCH4800 UCH4800T	
Glen Dimplex Americas Ltd.	Chromalox Centurion Electromode Westcan Dimplex	GCH4800 GCH4800B GCH4831 CCONS4800 ECH-48 ECH4800B BCH4800 DCH-4831 DCH4831A DCH4831R	Entre 1992 et 2006

Vous ne pouvez plus vous exclure ou vous opposer au Règlement. La formulation d'une réclamation en vertu du Règlement est la seule réparation et le seul recours dont disposent les Membres du Groupe de Règlement relativement à l'Action collective et aux Rappels.

Toutes les autres réclamations à l'encontre des Défenderesses en lien avec l'Action collective et les Rappels font maintenant l'objet d'une quittance et ne sont plus recevables.

Les bénéfices du Règlement

Si vous étiez propriétaire de l'un des Appareils de chauffage au (insérer la date du jugement d'approbation), vous pouvez avoir droit à une compensation sous la forme d'une remise pour l'achat d'un appareil de chauffage de remplacement. Veuillez visiter le site www.●.com ou communiquer avec les avocats qui pilotent l'Action collective à l'adresse ci-dessous pour vérifier si vous êtes admissible à une indemnité.

- a) Si vous étiez propriétaire d'un Appareil de chauffage admissible fabriqué par Ouellet, vous pouvez réclamer votre indemnité sur le site www.●.com;
- b) Si vous étiez propriétaire d'un Appareil de chauffage admissible fabriqué par Stelpro, vous pouvez demander votre indemnisation sur le site www.●.com;
- c) Si vous étiez propriétaire d'un Appareil de chauffage admissible fabriqué par Dimplex, vous pouvez réclamer votre indemnisation sur le site www.●.com;

De plus, les Défenderesses paient les honoraires et les débours des avocats du Groupe de Règlement indépendamment ayant été approuvé par la Cour jusqu'à concurrence de 500 000 \$, taxes comprises.

DÉSIREZ-VOUS PLUS D'INFORMATIONS ?

POUR PLUS D'INFORMATIONS sur l'Action collective, la Convention de règlement, le Processus de réclamation, le Formulaire de réclamation et une liste d'autres définitions qui s'appliquent au présent avis, visitez le site www.●.com, qui est périodiquement mis à jour avec des informations sur le processus d'approbation du Règlement et l'Action collective.

Le présent avis est un résumé du Règlement. Vous devez consulter la Convention de règlement pour obtenir des précisions sur vos droits et obligations en vertu du Règlement.

Les avocats qui pilotent l'Action collective sont Roy Bastien Avocats Inc., et peuvent être rejoints aux coordonnées suivantes :

M. Martin André Roy et/ou Mme Mélanie Bastien et/ou M. Alexandre Drouin
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Courriel : maroy@roybastien.ca
mbastien@roybastien.ca
adrouin@roybastien.ca

***IL N'Y AURA PAS D'AVIS SUPPLÉMENTAIRE CONCERNANT LE RÈGLEMENT DE
L'ACTION COLLECTIVE CONCERNANT DES APPAREILS DE CHAUFFAGE***

Cet avis a été approuvé par la Cour.

Schedule H: Compensation Chart

CANADIAN HEATING APPLIANCES CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

COMPENSATION CHART

Heater manufactured in	Compensation - Discount for the purchase of a replacement heater to be redeemed from the manufacturer
2000	\$10
2001	\$10
2002	\$10
2003	\$10
2004	\$10
2005	\$10
2006	\$15
2007	\$25
2008	\$35
2009	\$45
2010	\$55
2011	\$65
2012	\$75
2013	\$80
2014	\$90
2015	\$95
2016	\$100

**RÈGLEMENT NATIONAL DE L'ACTION COLLECTIVE POUR LES APPAREILS DE
CHAUFFAGE AU CANADA**

TABLEAU DE COMPENSATION

Appareil de chauffage fabriqué en	Compensation – Rabais pour l'achat d'un appareil de chauffage de remplacement à racheter du fabricant
2000	10 \$
2001	10 \$
2002	10 \$
2003	10 \$
2004	10 \$
2005	10 \$
2006	15 \$
2007	25 \$
2008	35 \$
2009	45 \$
2010	55 \$
2011	65 \$
2012	75 \$
2013	80 \$
2014	90 \$
2015	95 \$
2016	100 \$

Schedule I: Draft Judgment Settlement Approval

(Class Action Division)
SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000994-190

DATE: ●, 2023

IN THE PRESENCE OF: THE HONOURABLE SYLVAIN LUSSIER, J.S.C.

FRÉDÉRIC MORIER

Plaintiff

v.

OUELLET CANADA INC.

and

STELPRO DESIGN INC.

and

THERMON GROUP HOLDINGS, INC.

and

GLEN DIMPLEX-AMERICAS LTD

Defendants

JUDGMENT

[1] **CONSIDERING** the Parties' Application for Settlement Approval for the settlement reached between the Plaintiff and the Defendants Ouellet Canada Inc., Stelpro Design Inc., Thermon Group Holdings, and Glen Dimplex Americas Ltd.;

[2] **CONSIDERING** the Canadian Heating Appliances Class Action National Settlement Agreement entered into between the Plaintiff and the Defendants (the "Settlement Agreement");

[3] **CONSIDERING** that the appropriate notices were published in French and in English and that no opposition was filed;

[4] **CONSIDERING** article 590 of the *Code of Civil Procedure*;

[5] **CONSIDERING** the materials filed in the Court record;

[6] **CONSIDERING** the interest of the Class members;

[7] **CONSIDERING** the submissions of counsel for the Plaintiff, and counsel for the Defendants;

[8] **CONSIDERING** that the Plaintiff and the Defendants consent to this Judgment;

[9] **CONSIDERING** that this Court is of the opinion that the Settlement Agreement is fair, reasonable and in the best interest of class members;

* * * * *

[10] **CONSIDÉRANT** la Demande d'approbation du règlement des Parties conclu entre le Demandeur et les Défenderesses Ouellet Canada Inc., Stelpro Design Inc., Thermon Group Holdings Inc., et Glen Dimplex Americas Ltd.;

[11] **CONSIDÉRANT** la Convention de règlement visant l'action collective relative aux appareils de chauffage conclue entre le Demandeur et les Défenderesses (la « Convention de règlement »);

[12] **CONSIDÉRANT** que les avis requis ont été publiés en français et en anglais et qu'aucune opposition n'a été déposée;

[13] **CONSIDÉRANT** l'article 590 du *Code de Procédure Civile*;

[14] **CONSIDÉRANT** les documents déposés au dossier de la Cour;

[15] **CONSIDÉRANT** l'intérêt des Membres du groupe;

[16] **CONSIDÉRANT** les représentations des avocats du Demandeur, et des avocats des Défenderesses;

[17] **CONSIDÉRANT** que le Demandeur et les Défenderesses consentent à ce Jugement;

[18] **CONSIDÉRANT** que cette Cour est d'avis que la Convention de règlement est juste, raisonnable et dans le meilleur intérêt des Membres du groupe;

PAR CES MOTIFS, LE TRIBUNAL :

FOR THESE REASONS, THIS COURT:

[17] **ACCORDE** la présente demande;

GRANTS the present application;

[18] **DÉCLARE** que la Convention de Règlement est valide, juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;

DECLARES that the Settlement Agreement is valid, fair, reasonable and in the best interest of the Class Members;

[19] **DÉCLARE** que l'ensemble de la Convention de règlement fait partie intégrante du présent Jugement;

DECLARES that the Settlement Agreement, in its entirety, is an integral part of this Judgment;

[20] **APPROUVE** la Convention de règlement conformément à l'article 590 du *Code de Procédure Civile*;

APPROVES the Settlement Agreement pursuant to article 590 of the *Code of Civil Procedure*;

[21] **ORDONNE** et **DÉCLARE** que la Convention de Règlement est incorporée par renvoi au présent Jugement et en fait partie intégrante et qu'elle lie le Demandeur et tous les Membres du Groupe du règlement;

ORDERS and **DECLARES** that the Settlement Agreement is incorporated by reference to and forms part of this Judgment and is binding upon the Plaintiff and all Settlement Class Members;

[22] **DÉCLARE** que si la Convention de règlement était résiliée conformément à ses termes, le présent Jugement doit être déclaré nul et sans effet;

DECLARES in the event that the Settlement Agreement is terminated in accordance with its terms, that this Judgment shall be declared null and of no effect;

[23] **ORDONNE** que cette Cour conservera un rôle de surveillance permanent aux fins de la mise en œuvre, de l'administration et de l'exécution de la Convention de règlement en ce qui concerne les Membres du Groupe du règlement, sous réserve des modalités et conditions prévues à la Convention de règlement;

ORDERS that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement as it pertains to the Class Members, subject to the terms and conditions set out in the Settlement Agreement;

[25] **ORDONNE** qu'en cas de conflit entre la version française et la version anglaise du présent Jugement, la version anglaise prévaudra;

ORDERS that in the event of a conflict between the French version and the English version of this Judgment, the English version shall prevail;

LE TOUT, sans frais de justice.

THE WHOLE, without legal costs.

SYLVAIN LUSSIER, J.S.C.

Me Martin André Roy
ROY BASTIEN AVOCATS INC.
Attorneys for Plaintiff/ Class Representative

Me Anne-Marie Gagné
KSA AVOCATS S.E.N.C.R.L.
Attorney for Ouellet Canada Inc.

Me Myriam Brix
LAVERY, DE BILLY
Attorneys for Stelpro Design Inc.

Me Guy Poitras
GOWLING WLG (CANADA) L.L.P.
Attorneys for Glen Dimplex Americas Ltd.

Me Vincent de l'Étoile
Me Justine Brien
LANGLOIS LAWYERS L.L.P.
Attorneys for Thermon Group Holdings, Inc.

Hearing Date: ●, 2023
Date de l'audition : ● 2023