

Final Approval Order

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| COURT FILE NUMBER | 1603-10241 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | EDMONTON |
| PLAINTIFF | KRISTINA ESSA |
| DEFENDANT | WHIRLPOOL CORPORATION, SEARS HOLDINGS MANAGEMENT CORPORATION, SEARS ROEBUCK AND CO., INC., SEARS CANADA INC., WHIRLPOOL CANADA CO., and WHIRLPOOL CANADA LP Pursuant to the <i>Class Proceedings Act</i> , SA 2003, c C-16.5 |
| DOCUMENT | ORDER |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | RICHARD J. MALLET James H. Brown & Associates 2400, 10123 – 99 Street Edmonton, AB T5J 3H1 Telephone: (780) 428-0088 Facsimilie: (780) 428-7788 DAVID KLEIN and ANGELA BESPFLUG Klein Lawyers LLP 400-1385 West 8 th Avenue Vancouver, BC VGH 3V9 Telephone: (604) 874-7171 Facsimilie: (604) 874-7180 |

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

NAME OF JUDGE WHO MADE THIS ORDER:

ON THE APPLICATION of the Plaintiff; and on hearing the submissions of Richard J. Mallett, counsel for the Plaintiff, and Brad W. Dixon, counsel for the Defendants; and on reading the pleadings and materials filed, and on being advised that the Plaintiff and others have entered into an agreement with the Defendants, dated _____, 2018 (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendants consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"**, is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class and is hereby given final approval pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c 0-16.5 and shall be implemented in accordance with its terms and the terms of this Order.
4. This Order, including the Settlement Agreement, is binding upon the Parties and on every Settlement Class Member whether or not the Settlement Class Member claims or receives monetary compensation or value under the Settlement, unless the Settlement Class Member opted out before the expiry of the Opt Out Period.
5. This Order, including the Settlement Agreement, is binding upon each such Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rule 2.11 of the *Alberta Rules of Court* are dispensed with in respect of this proceeding.

6. The persons listed in the List of Opt-Outs, as attached at **Schedule “B”** and incorporated into this Order, have validly exercised their right to opt-out and are not Settlement Class Members.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Settlement Class Members from the Released Claims.
8. Upon the Effective Date, Settlement Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants.
9. This Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
10. A payment by the Defendants to Class Counsel for Class Counsels’ Fees in the amount of \$600,000.00, plus applicable taxes, is approved and is to be paid by the Defendants within 30 days after the Effective Date.
11. A payment by the Defendants to Class Counsel for reasonable disbursements incurred by Class Counsel, in the all-inclusive amount of \$90,000.00 is approved and is to be paid by the Defendants within 30 days after the Effective Date.
12. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
13. Any and all claims in the within proceeding made on behalf of Settlement Class Members in respect of Released Claims shall be and are hereby dismissed against the Defendants without costs and with prejudice, and any and all other claims in the within proceeding shall be discontinued and such discontinuance is hereby approved.
14. This Order may be endorsed in counterpart, electronically or by facsimile.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Richard J. Mallett

Counsel for the Plaintiff

Signature of Brad W. Dixon

Counsel for the Defendants