

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION**

**WILLIAM F. TURNER, on behalf of himself and
all others similarly situated,**

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

CASE NO.: 2:05-CV-186-FtM-33DNF

**ORDER FINALLY APPROVING SETTLEMENT, CERTIFYING THE SETTLEMENT
CLASS AND APPROVING ATTORNEYS' FEES AND SETTLEMENT CLASS
REPRESENTATIVE INCENTIVE AWARDS**

On this 27th day of April, 2006, the Court considered Plaintiff's Motion for Final Approval of Settlement, Certification of Settlement Class, and Approval of Attorneys' Fees and Settlement Class Representative Incentive Awards.

Plaintiff has entered into a Settlement Agreement with Defendant General Electric Company ("GE"), incorporated herein by reference, which settles and resolves all of Plaintiff's and Settlement Class Members' claims against GE in this Action. After consideration of same, the Court finds as follows:

IT IS HEREBY ORDERED AND DECREED as follows:

1. This Court finds that the Settlement Class as proposed in the Settlement Agreements meets all of the requirements for certification of a settlement class under Rule 23 of the Federal Rules of Civil Procedure. Accordingly, the Court certifies the following Settlement Class:

All Persons in the fifty United States and District of Columbia who, as of the Notice Date, purchased, owned, or currently own a GE and Hotpoint, side-by-side refrigerator sizes twenty, twenty-

two, and twenty-five cubic foot models made between January 1, 2001 and December 31, 2002 (the “Refrigerators”). The complete list of Refrigerators affected by the Settlement is provided in Exhibit A hereto.¹ Excluded from the Settlement Class are: (1) GE and any entity in which GE has a controlling interest or which has a controlling interest in GE, and the legal representatives, assigns and successors of GE; (2) the Judge to whom this case is assigned and any member of the Judge’s immediate family; and (3) all Persons who, in accordance with the terms of the Settlement Agreement, properly execute and timely file a Request for Exclusion with the Claims Administrator under Section 8 of the Settlement Agreement.

This certification is for settlement purposes only and shall not constitute, nor be construed as, evidence and/or an admission on the part of GE that this Action, or any other proposed or certified class action is appropriate for class treatment pursuant to the Federal Rules of Civil Procedure or any similar class action statute or rule. Entry of this Order is without prejudice to the rights of GE to: (a) oppose class certification in any other proposed or certified class action; and (b) use the certification of a Class in the Action to oppose certification of any other proposed or existing class relating to or purporting to assert any Settled Claim(s).

2. The Court has reviewed the Settlement and approves the Settlement and finds the Settlement reasonable, adequate, just, and fair.

3. The Court has reviewed Plaintiff’s petition for attorneys’ fees and reimbursement of expenses, approves the petition and Orders that Plaintiffs’ Class Counsel be awarded the requested fees and expenses in the total amount of \$1,325,000 as follows: (1) \$1,250,000 for fees, costs and expenses allocable to work performed and costs and expenses incurred prior to the Effective Date and payable within thirty (30) days after the Effective Date of the Settlement;

¹ The complete list of Refrigerators also is attached as Exhibit A to the Settlement Agreement, which was, in turn, attached as Exhibit A to Plaintiff’s Motion for Preliminary Approval of Settlement, Conditional Certification of Settlement Class, Appointment of Settlement Class Counsel and Settlement Class Representative, Approval of Class Notice, and Scheduling of Fairness Hearing.

(2) \$50,000 for fees allocable to work performed after the Effective Date and payable 30 days after all Benefits have been provided to Settlement Class Members pursuant to Section 5 of the Settlement Agreement; and (3) \$25,000 for actual out-of-pocket costs and expenses, if any, incurred after the Effective Date and payable thirty (30) days after all Benefits have been provided to Settlement Class Members pursuant to Section 5 of the Settlement Agreement.

4. The Court has reviewed Plaintiffs' request for award of a Settlement Class Representative Incentive Award and Orders that the Settlement Class Representatives be awarded the requested \$1500.00 as has been requested.

DATED this 27th day of April, 2006

Hon. Virginia M. Hernandez Covington
United States District Court Judge