

**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

**SETTLEMENT AGREEMENT BETWEEN
GENERAL ELECTRIC COMPANY AND PLAINTIFF**

THIS AGREEMENT is entered into by Plaintiff, for himself and on behalf of the Settlement Class, by Plaintiff's counsel, and by General Electric Company ("GE"), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. As provided herein, GE and Plaintiff hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the entry by the Court of a Final Order and Judgment, all claims of Plaintiff and the Settlement Class against GE in this Action shall be settled and compromised upon the terms and conditions contained herein.

WHEREAS, on April 29, 2005, Plaintiff filed his Complaint on behalf of himself and a putative class consisting of all persons in the State of Florida who purchased any of nine specific models of GE refrigerators. Among other things, the Complaint alleged that the refrigerators did

not perform in accordance with the advertisements, marketing materials and warranties disseminated by GE nor with the reasonable expectations of ordinary consumers because of alleged moisture problems as set forth more fully in the Complaint. The complaint asserted causes of action for breach of express and implied warranties, negligence, and unjust enrichment.

WHEREAS, on July 19, 2005, Plaintiff filed an Amended Complaint enlarging the putative class to include all persons in the State of Florida who purchased and/or own certain additional makes and models of refrigerators marketed, advertised, warranted, and/or sold by GE under the "GE" and "Hotpoint" brands;

WHEREAS, on August 18, 2005, Plaintiff filed a Second Amended Complaint further enlarging the putative Class to include all persons in the State of Florida who purchased and/or own additional makes and models of refrigerators marketed, advertised, warranted, and/or sold by GE under the "GE" and "Hotpoint" brands;

WHEREAS, contemporaneous with this Agreement, Plaintiff filed a Third Amended Complaint expanding the putative Class by making it a nationwide Class and by including certain additional makes and models of "GE" and "Hotpoint" refrigerators;

WHEREAS, GE has denied the material allegations of the Complaint, the First Amended Complaint, the Second Amended Complaint, and the Third Amended Complaint (collectively the "Complaints") and contends that its refrigerators are of superior quality and workmanship and that it has provided a thorough and comprehensive voluntary outreach program for any consumer issues related to the claims alleged in the Complaints;

WHEREAS, during the past six months, GE and Plaintiff, through their respective counsel and company representatives, have exchanged information and have conducted an investigation of the facts and an examination of the law relating to the matters set forth in the Complaints;

WHEREAS, during the past six months, GE and Plaintiff, through their respective counsel and company representatives, also have conducted extensive, arms-length negotiations (based on the information exchanged by the parties and their examination and investigation of the facts and law relating to the matters set forth in the Complaints), which negotiations have resulted in this Agreement to settle Plaintiff's and Settlement Class Members' Claims as set forth below;

WHEREAS, in addition to these discussions, the Attorney General of the State of Florida has conducted an informal inquiry into the issues raised in the Complaints. Plaintiff and GE have cooperated fully with that inquiry. At the Attorney General's request, the scope of relief for the putative class has been broadened to include certain 20 and 25 cubic foot "GE" and "Hotpoint" refrigerators.

WHEREAS, based upon extensive analysis of the facts and the law applicable to Plaintiff's Claims, and taking into account the extensive burdens and expenses of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective, and assured method of resolving the Claims of the Settlement Class, Class Counsel have concluded that this Agreement provides substantial benefits to the Settlement Class and is fair, reasonable, adequate and in the best interests of Plaintiff and the Settlement Class;

