

**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

**SUPPLEMENTAL NOTICE OF CLASS SETTLEMENT**

**[YOU MAY BE RECEIVING THIS SUPPLEMENTAL NOTICE OF CLASS SETTLEMENT AS A RESULT OF A DUPLICATIVE MAILING. IF YOU ALREADY HAVE SUBMITTED A CLAIM, PLEASE DO NOT RESUBMIT A CLAIM]**

**TO: All Persons who purchased, owned, or currently own GE or Hotpoint side-by-side refrigerators sizes 20, 22, or 25 cubic feet, manufactured between January 1, 2001 and December 31, 2002.**

**PLEASE NOTE: NOT ALL GE OR HOTPOINT REFRIGERATORS ARE INCLUDED WITHIN THIS SETTLEMENT. FOR A COMPLETE LIST OF MODELS INCLUDED WITHIN THIS SETTLEMENT, PLEASE REFER TO THE LIST OF MODEL NUMBERS IN ATTACHMENT "A" AT THE END OF THIS NOTICE.**

**THIS IS NOT NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE, AND YOUR RIGHTS MAY BE AFFECTED BY THIS PROPOSED CLASS ACTION SETTLEMENT.**

**I. INTRODUCTION**

This notice is to inform you of a proposed settlement of Plaintiff's Claims in a lawsuit entitled *Turner, et al. v. General Electric Company* ("Action") brought by counsel for the Plaintiff Settlement Class. This Action, which is pending in the United States District Court for the Middle District of Florida, Ft. Myers Division, relates to certain GE and Hotpoint branded side-by-side refrigerators sizes 20, 22, and 25 cubic feet, which were manufactured by General Electric Company ("GE") between January 1, 2001 and December 31, 2002 (the "Refrigerators").<sup>1</sup>

**II. BACKGROUND**

On April 29, 2005, Plaintiff filed this proposed class action lawsuit. The Complaint, and the First, Second and Third Amended Complaints, allege that certain of the side-by-side refrigerators that GE made – the 20, 22, and 25 cubic foot models manufactured between January 1, 2001 and December 31, 2002 and sold under the GE or Hotpoint names do not perform as expected because of moisture-related problems that may result in: (1) the formation of excessive moisture, especially in the icemaker compartment, which causes, among other things, condensation, moisture, or possible deterioration; (2) wavering temperature controls; (3) excessive frost; and (4) related problems. (Please note that "Moisture-Related Problems" is a term defined in the Settlement Agreement. For a full and complete definition of "Moisture-Related Problems" and all other defined terms, please see the Settlement Agreement, call GE at 1-866-839-4463, or visit the website [www.geappliances.com/classaction](http://www.geappliances.com/classaction)).

These potential problems may have necessitated repairs of the Refrigerators. As a consequence, Plaintiff alleges that he and the members of the Class have been damaged because their Refrigerators do not work as they should. GE has denied these allegations.

The Court has not made any decision concerning the merits of the lawsuit. By settling, GE is not admitting that it has done anything wrong. In addition, not all GE refrigerators are affected. Only the models listed on Attachment "A" are covered by this Settlement.

After protracted, arms-length negotiations, the parties have entered into a Settlement Agreement, which proposes to settle and resolve all of Plaintiff's and Settlement Class Members' claims against GE in this Action. As a result of the proposed Settlement, the Court has (1) determined that this Action should proceed as a class action, for purposes of settlement only, with William Turner as class representative, and (2) granted preliminary approval of the Settlement, subject to a fairness hearing to be held by the United States District Court for the Middle District of Florida, Ft. Myers Division (the "Court") on August 21, 2006 at 1:30 p.m., at which hearing the Court will consider the fairness,

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<sup>1</sup> Unless otherwise specified, capitalized terms are defined in the Settlement Agreement.

reasonableness, and adequacy of the Settlement Agreement. The Court is located at 2110 First Street, Ft. Myers, Florida 33901. You do not need to attend the hearing unless you wish to object and have filed a timely objection.

This Notice of Proposed Class Settlement is to advise you as a member of the Settlement Class (“Settlement Class Member”) of the filing and status of the Action and of your rights with respect to a proposed settlement of the Plaintiff’s and Settlement Class Members’ Claims in this Action (including certain rights that you can lose if you do not protect them). These rights include the right to be excluded from the Settlement Class, as long as you submit a Request for Exclusion by the Supplemental Opt-Out Deadline established by the Court—August 5, 2006 (*see* Section VIII.B. hereof). If you are a Settlement Class Member and do not request exclusion from the Settlement Class, you will be a Settlement Class Member if certification of the Settlement Class is finally approved and will be bound by the terms of the Settlement. As a Settlement Class Member, you also have the right to object to the Settlement and be heard at the Fairness Hearing, provided you file written objections with the Court by the Supplemental Objection Date of August 5, 2006 and serve such objections on Settlement Class Counsel and GE’s counsel by August 5, 2006, which meet the requirements set by the Court.

### **III. THE KEY TERMS OF THE SETTLEMENT AGREEMENT**

The key terms of the Settlement Agreement are as follows:

#### **A. Settlement Class**

The Settlement Class, which the Court has conditionally certified, consists of: all Persons who, as of January 13, 2006, purchased, owned, or currently own a Refrigerator listed on Attachment “A.” 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.

Not all GE or Hotpoint refrigerators are included within this Settlement. For a complete list of models included within this Settlement, please refer to the Settlement Agreement, which can be obtained by calling GE at 1-866-839-4463, or by visiting the website at [www.geappliances.com/classaction](http://www.geappliances.com/classaction). You may also write to GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241.

#### **B. The Benefits of the Settlement Agreement**

The Benefits program of the Settlement provides for three forms of possible Benefits to Settlement Class Members: (1) Additional Warranty Protection, (2) Refrigerator Exchange, and (3) Reimbursement.

The details of these Benefits are as follows:

##### **1. Additional Warranty Protection:**

All Settlement Class Members are eligible for Additional Warranty Protection for Moisture-Related Problems. The Additional Warranty Protection does not cover any potential service or repairs other than Moisture-Related Problems as detailed in the Settlement Agreement. The Additional Warranty Protection runs for one year, from January 13, 2006 to January 12, 2007. To obtain the Additional Warranty Protection, you must submit a Claim for the Additional Warranty Protection by the Supplemental Claim Deadline for Additional Warranty Protection—September 4, 2006. If you do not submit your Claim for Additional Warranty Protection by the Supplemental Claim Deadline for Additional Warranty Protection of September 4, 2006, you will not receive Additional Warranty Protection. Further, to arrange for a Moisture-Related Service Call pursuant to the Additional Warranty Protection, Settlement Class Members must call GE at 1-866-839-4463. All service and labor to be performed pursuant to the Additional Warranty Protection shall be performed by a GE factory service technician or an authorized GE customer care servicer.

In addition, for Settlement Class Members who already have an existing service contract on their Refrigerators and who timely submit a valid Claim for Additional Warranty Protection, GE will provide a full year of Additional Warranty Protection for Moisture-Related Problems after the existing service contract expires.

##### **2. Refrigerator Exchange:**

For any Settlement Class Member whose Refrigerator has required three or more unsuccessful Moisture-Related Service Calls, and still has a Moisture-Related Problem, GE shall provide, in exchange for the Settlement Class Member’s Refrigerator, a new GE refrigerator of like grade and quality with comparable features. The Refrigerator Exchange only applies to Refrigerators that still have Moisture-Related Problems. To obtain the Refrigerator Exchange Benefit, a Settlement Class Member must submit a properly completed and executed Claim Form by the Supplemental Claim Deadline for Refrigerator Exchange—January 12, 2007. The Settlement Class Member’s Claim Form must attach the following required proof: (1) receipt(s), invoice(s), or purchase order(s) that clearly identify the product(s) or service(s) purchased (or provided pursuant to a warranty covering the Refrigerator (including the Additional Warranty Protection described in this Notice)) for the purpose of resolving a Moisture-Related Problem (credit card statements will not be acceptable unless they identify the product(s) purchased and/or service performed); and (2) a certification attesting, under penalty of perjury, that the Settlement Class Member’s Refrigerator required three or more unsuccessful Moisture-Related Service Calls between the date of purchase of the Refrigerator and January 12, 2007. The certification must also provide

the dates on which each Moisture-Related Service Call occurred and must attest that, at the time of the Claim, the Refrigerator still has a Moisture-Related Problem. Further, in order to receive the Refrigerator Exchange, all Moisture-Related Service Calls that occur after January 13, 2006 must be performed by a GE factory service technician or an authorized GE customer care servicer pursuant to the Additional Warranty Protection.

In addition, Settlement Class members who have an existing service contract on their Refrigerators and who timely submit a valid Claim for Additional Warranty Protection under paragraph 5.1 of the Settlement Agreement, shall have until the final day of the period of their Additional Warranty Protection (one year from the expiration date of the service contract) to submit a Claim for Refrigerator Exchange.

### **3. Reimbursement:**

(i) GE shall reimburse Settlement Class Members for the reasonable cost of Moisture-Related Service Calls (including parts and labor) charged to the Settlement Class Members by a GE factory service technician, an authorized GE customer care servicer, or a firm or technician that holds a business license or is otherwise demonstrably qualified to perform major appliance service and repair work. The costs to be reimbursed must have been incurred and paid by the Settlement Class Members prior to January 13, 2006. To obtain this Reimbursement, a Settlement Class Member must submit to the Claims Administrator by the Supplemental Claim Deadline for Reimbursement of September 4, 2006, a properly completed and executed Claim Form containing the following required proof: (1) receipt(s), invoice(s), or purchase order(s) that clearly identify the amounts paid and the product(s) or service(s) purchased for the purpose of resolving a Moisture-Related Problem (credit card statements will not be acceptable unless they identify the product(s) purchased and/or service(s) performed) and (2) a certification attesting, under penalty of perjury, that the costs to be reimbursed were incurred in an attempt to repair Moisture-Related Problems and identifying the date(s) on which each expenditure was incurred.

(ii) GE shall also reimburse Settlement Class Members whose Refrigerator required three or more unsuccessful Moisture-Related Service Calls prior to December 9, 2005, and who replaced their Refrigerators prior to December 9, 2005 as a result of continued Moisture-Related Problems, for the reasonable cost of the replacement refrigerator unit up to the amount of the original Refrigerator's purchase price. To obtain this Reimbursement Benefit, a Settlement Class Member must submit to the Claims Administrator by the Supplemental Claim Deadline for Reimbursement of September 4, 2006, a properly completed and executed Claim Form containing the following required proof: (1) receipt(s), invoice(s), or purchase order(s) that clearly identify the amounts paid and the product(s) or service(s) purchased for the purpose of resolving a Moisture-Related Problem (credit card statements will not be acceptable unless they identify the product(s) purchased and/or service(s) performed); (2) receipt(s), invoice(s) or purchase order(s) that clearly identify the purchase of and amount paid for a replacement refrigerator (credit card statements will not be acceptable unless they identify the product(s) purchased); and (3) a certification attesting, under penalty of perjury, that the Settlement Class Member's Refrigerator required three or more unsuccessful Moisture-Related Service Calls during the period running from the date of purchase of the Refrigerator until December 9, 2005, that the Settlement Class Member purchased the replacement product to replace a Refrigerator suffering from Moisture-Related Problems, that the Settlement Class Member disposed of the Refrigerator such that the Refrigerator is no longer in service, and that the Refrigerator still had a Moisture-Related Problem at the time of disposal.

(iii) Reimbursement payment to Settlement Class Members shall not be made until after the Effective Date.

### **C. Class Notice and Settlement Administration**

GE has agreed to bear all costs associated with providing notice to the Settlement Class Members. In addition, GE has agreed to administer all claims and to bear all reasonable and necessary expenses incurred by it in administering the Settlement Agreement. These amounts do not reduce the cash and/or Benefits available to Settlement Class Members and are in addition to and separate from all other consideration and Benefits paid to or available to the Settlement Class Members. Notice has been or shall be sent by direct mail to all Settlement Class Members for whom street addresses can be obtained with reasonable effort, by publication of the Notice on the following website: [www.geappliances.com/classaction](http://www.geappliances.com/classaction), and by publication of Summary Notice in *Parade*, *USA Weekend*, *People*, *Better Homes & Gardens*, and *Reader's Digest* informing Settlement Class Members that the Notice may be obtained by calling GE at 1-866-839-4463, or by visiting the website [www.geappliances.com/classaction](http://www.geappliances.com/classaction). You may also write to GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241.

### **D. Attorneys' Fees and Expenses**

Subject to Court approval, GE has agreed to pay attorneys' fees, costs, and expenses to Class Counsel 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; (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 paragraph 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 paragraph 5 of the Settlement Agreement. Class Counsel shall provide to GE actual invoices to document such out-of-pocket costs and expenses. These amounts do not reduce the

Benefits available to Settlement Class Members and are in addition to and separate from all other consideration and Benefits paid to and available to the Settlement Class Members. Class Counsel have agreed not to seek any fees, expenses, or costs in addition to or in excess of these amounts.

**E. Incentive Award for Settlement Class Representative**

GE agrees to pay \$1500.00 to the Settlement Class Representative in recognition of his efforts on behalf of the Settlement Class. This amount does not reduce the Benefits available to Settlement Class Members and is in addition to and separate from all other consideration and Benefits paid to and available to the Settlement Class Members. The Settlement Class Representative agrees not to seek or accept any amount in excess of the Incentive Award and any Benefits to which he is entitled under the Settlement.

**IV. REASONS FOR THE SETTLEMENT**

Settlement Class Counsel have investigated the facts underlying the Action for six months and conducted informal and formal discovery. Settlement Class Counsel also have considered defenses available to GE and reviewed the law relating to the allegations in the Action. In addition, the parties have engaged in extensive and arms-length settlement negotiations beginning in June, 2005. As a result of these negotiations, the parties were able to reach a Settlement Agreement fully and finally resolving the Settled Claims of the Plaintiff and the Settlement Class. The terms and conditions of this agreement are contained in the Settlement Agreement between Plaintiff, both individually and on behalf of the Settlement Class, and GE. The Settlement Agreement is subject to final approval of the Court.

Plaintiff's Class Counsel believe that the terms of the Settlement Agreement are fair, adequate, and in the best interests of the Settlement Class. Plaintiff's Class Counsel reached this conclusion after investigating and considering, among other things, the strengths and weaknesses of Settlement Class Members' claims against GE, the uncertainties inherent in this complex litigation, and the substantial benefits provided by the Settlement Agreement to the Settlement Class Members.

This Class Notice does not indicate any expression or opinion by the Court concerning the merits of the respective claims or defenses asserted in the Action. This Notice is sent merely to advise you of the Settlement and of your rights in connection thereto.

**V. RELEASES**

Upon the entry of the Final Order and Judgment, in accordance with the Settlement Agreement, GE, including all Affiliates of GE, and their respective past and present officers, directors, employees, stockholders, partners, agents, attorneys, parents, subsidiaries, predecessors, successors, assigns, representatives, subrogees, insurers, and/or insureds (all called the "Released Parties"), shall be released and fully discharged by the Plaintiff and each Settlement Class member and any Person claiming by or through them/him/her/it as their/his/her/its spouse, heir, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, trustee, representative of any kind, shareholder, partner, director, employee, or affiliate (the "Releasing Parties") from any any claim, liability, right, demand, suit, matter, obligation, damage, loss, or cost (including the cost of remediation), action or cause of action, of every kind and description that the Releasing Party has or may have, including assigned claims whether known or unknown, asserted or unasserted, latent or patent, that is, has been, could reasonably have been or in the future might reasonably be asserted by the Releasing Party either in the Action or in any other action or proceeding in this Court or any other court or forum, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any of the Released Parties arising from or in any way relating to a Moisture-Related Problem or the allegations of the Complaints ("Settled Claims"). Claims for personal injury are expressly excluded from the definition of Settled Claim. Without limiting the generality of the foregoing, Settled Claims shall include, with regard to the foregoing subject matter:

- (1) any claim for breach or violation of any federal, state, or local statute, regulation or ordinance, case law, common law, or other law;
- (2) any claim for breach of any duty imposed by law, by contract, or otherwise;
- (3) any claim based on strict product liability, negligence, reliance, breach of express or implied warranty, racketeering, fraud, conspiracy, consumer fraud, negligent misrepresentation/omission, or intentional misrepresentation/omission;
- (4) any claim arising from or in any way related to any defect, alleged defect, design, manufacture, production, sale, promotion, distribution, assembly, or installation of a Refrigerator;
- (5) any claim related to property damage, loss of use, diminished value and/or diminution of value, incidental damage, and/or consequential damage arising from or in any way related to any Moisture-Related Problem or the allegations in the Complaints;
- (6) any claim for penalties, punitive damages, exemplary damages, or any claim for damages based upon any multiplication or enhancement of compensatory damages associated with (1) through (5) above; and
- (7) any claim for the recovery of costs, interest or expenses related to the litigation of the Action, including any claim for attorneys' fees, costs and expenses.

## **VI. LIMITS OF CONSIDERATION AND BENEFITS**

The Benefits and consideration to Plaintiff, the Settlement Class, and Plaintiff's Class Counsel are exclusively those set forth in the Settlement Agreement, and GE shall have no further obligations in connection with the Settlement Agreement, the Settled Claims, or the Action.

## **VII. DENIAL OF LIABILITY**

GE and the Released Parties do not admit any wrongdoing or liability and vigorously deny the Settlement Class Representative's and Settlement Class Members' allegations. The Settlement Agreement is a compromise of disputed claims and does not mean that GE is liable for any of the claims or causes of action asserted by the Settlement Class Representative. The terms of the Settlement are a matter of public record and are not confidential. Any capitalized terms used in this Notice that are not defined herein shall have the meaning specified in the Settlement Agreement.

## **VIII. RIGHTS AND OPTIONS OF SETTLEMENT CLASS MEMBERS**

As a Settlement Class Member, you have the following rights and options:

### **A. You May Become a Settlement Class Member**

If you purchased, owned, or own an eligible Refrigerator and you do not request exclusion from the Settlement Class, you will become a Settlement Class Member. Your interests will be represented by the Settlement Class Representative and Settlement Class Counsel. Settlement Class Counsel is: Scott Wm. Weinstein, Weinstein, Bavly & Moon, P.A., 2400 First Street, Suite 303 Ft. Myers, FL 33901, Gary E. Mason, The Mason Law Firm, P.C., 1225 19<sup>th</sup> Street, NW, Suite 500, Washington, D.C. 20038, Alexander E. Barnett, The Mason Law Firm, P.C., P.O. Box 230758, New York, NY 10023, Jonathan W. Cuneo, Charles J. LaDuca, Cuneo Gilbert & LaDuca, L.L.P., 317 Massachusetts Avenue, N.E., Suite 300, Washington, D.C. 20002, William M. Audet, Alexander Hawes & Audet, L.L.P., 221 Main Street, Suite 1460, San Francisco, CA 94105. You will not be charged for the services of Settlement Class Counsel. If the Settlement is approved by the Court and the Final Order and Judgment becomes final, you will be eligible to participate in the Benefits program as summarized above based upon the conditions contained in this Notice, the Claim Form, and the Settlement Agreement. A Claim must be made by submitting a properly completed Claim Form by mail to: GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241.

### **[DO NOT SEND CLAIM FORMS TO CLASS COUNSEL]**

The Claim Form for Additional Warranty Protection must be submitted by the Supplemental Claim Deadline for Additional Warranty Protection—September 4, 2006. The Claim Form for Reimbursement must be submitted by the Supplemental Claim Deadline for Reimbursement—September 4, 2006. The Claim Form for Refrigerator Exchange must be submitted by the Supplemental Claim Deadline for Refrigerator Exchange—January 12, 2007 (**NOTE:** for persons who have an existing service contract and who have timely made a valid Claim for Additional Warranty Protection, the Claim Deadline for Refrigerator Exchange is one year from the expiration date of the service contract). A Claim Form is included with this Notice. Claim Forms also may be obtained by visiting the following website: [www.geappliances.com/classaction](http://www.geappliances.com/classaction), by calling GE at 1-866-839-4463, or by writing GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241. If you fail to properly and timely make your Claim, you will lose your right to receive Benefits under the Settlement.

As a Settlement Class Member, you will be bound by all Orders and Judgments of the Court or other disposition of this Action, even if you do not submit a Claim Form. If the Court approves the Settlement, the Court will enter a Final Order and Judgment dismissing with prejudice all of your Settled Claims. Further, as a Settlement Class Member, you, your spouse, heir, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, trustee, representative of any kind, shareholder, partner, director, employee, or Affiliate will be deemed to have agreed to the terms of the release and discharge set forth above and in the Settlement Agreement.

### **B. You May Request Exclusion from the Settlement Class**

If you request exclusion from the Settlement Class, you will not be bound by any Order, Judgment, or Settlement of this Action, and you will not receive the Benefits of the Settlement. A Settlement Class Member wishing to be excluded from the Settlement Class, must submit a Request for Exclusion stating: (1) the Settlement Class Member's name, address, and telephone number; (2) the model number and serial number of the Refrigerator which the Settlement Class Member purchased, owns and/or owned; and (3) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class. Additionally, the Request for Exclusion must bear the Settlement Class Member's signature. Requests for Exclusion must be sent by mail to GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241 and must be postmarked no later than midnight on the Supplemental Opt-Out Deadline—August 5, 2006. Failure to follow these instructions for requesting exclusion will result in a waiver of your right to exclude yourself from the Settlement Class.

### **C. You May Enter an Appearance in the Action Through Counsel of Your Choice**

Settlement Class Members may enter an appearance in the Action through counsel of their choice.

#### **D. You May Object to the Settlement Agreement**

Settlement Class Members may object to the Settlement by filing a written objection with the Clerk for the United States District Court for the Middle District of Florida, Ft. Myers Division. Any objection must be filed by the Supplemental Objection Date—August 5, 2006. A copy of any objection must also be mailed to Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., 2400 First Street, Suite 303, Ft. Myers, FL 33901, and Edward M. Waller, Jr. and Charles Wachter, FOWLER WHITE BOGGS BANKER P.A., 501 East Kennedy Blvd., Suite 1700, Tampa, FL 33602, postmarked by midnight on the Supplemental Objection Date—August 5, 2006. You cannot both request exclusion from and object to the Settlement Agreement. Only Settlement Class Members may object to the Settlement. The objection must include:

- (1) Sufficient proof to determine membership in the Settlement Class;
- (2) A statement of each objection asserted;
- (3) A detailed description of the facts underlying each objection;
- (4) A detailed description of the legal authorities supporting each objection;
- (5) A statement of whether the objector intends to appear and argue at the Fairness Hearing and, if so, how long the objector anticipates needing to present the objection; and
- (6) A list of the exhibits which the objector may offer during the Fairness Hearing, along with copies of such exhibits.

Any Settlement Class Member who does not make and serve their written objection in the manner prescribed above will be deemed to have waived any objections.

#### **IX. THE FAIRNESS HEARING**

The Court has given its preliminary approval to the Settlement, has conditionally certified the Settlement Class, and has approved appointment of the Settlement Class Representative and Settlement Class Counsel. The Court will hold a hearing in the Courtroom of the United States District Court for the Middle District of Florida, Ft. Myers Division, on August 21, 2006 at 1:30 p.m., to determine whether, as recommended by the Settlement Class Representative and Settlement Class Counsel, it should confirm final certification of the Settlement Class, give final approval to the Settlement, grant the application for attorneys' fees and litigation expenses, and grant Settlement Class Representative's incentive awards, and make such other rulings incident thereto as are provided in the Settlement Agreement, including but not limited to executing the proposed Final Order and Judgment, which will dismiss with prejudice all of the Settlement Class Members' Settled Claims against the Released Parties. Attendance at the hearing is not necessary; however, any Settlement Class Member wishing to be heard orally in opposition to the Settlement must indicate this intention in his or her objection as explained above. Settlement Class Members who support the Settlement do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

#### **X. FURTHER PROCEEDINGS**

If the Settlement is approved by the Court, and if you submit your Claim (using the required Claim Form) within the time set forth above with the appropriate information/documentation, you will be eligible for Benefits.

If the Settlement is not approved or if it is approved but the Final Order and Judgment does not become final, the Settlement will terminate and be null and void, and the Court will vacate the conditional certification of the Settlement Class, appointment of the Settlement Class Representative and Settlement Class Counsel, and the Action will proceed as though the Settlement Class had never been certified and the appointments had not been made.

#### **XI. ADDITIONAL INFORMATION**

Any questions you have about the matters in this Class Notice should be directed by email to Settlement Class Counsel: Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., at [GEclaims@weinsteinlawfirm.com](mailto:GEclaims@weinsteinlawfirm.com). You may also receive information by visiting the website at [www.geappliances.com/classaction](http://www.geappliances.com/classaction), by calling 1-866-839-4463, or by writing GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241

#### **DO NOT CONTACT THE COURT.**

The content of this Notice is only a summary of the terms of the Settlement. If you wish to obtain a copy of the Settlement Agreement, you may do so by requesting it by email from Settlement Class Counsel: Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., at [GEclaims@weinsteinlawfirm.com](mailto:GEclaims@weinsteinlawfirm.com), by visiting the website at [www.geappliances.com/classaction](http://www.geappliances.com/classaction), or by writing to GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241. You may, of course, seek the advice and guidance of your own attorney if you desire. The pleadings and other records in this litigation may be examined and copied at any time during regular office hours at the office of the Clerk for the United States District Court for the Middle District of Florida, Ft. Myers Division.

**Dated: May 24, 2006**  
**Ft. Myers, Florida**

**BY ORDER OF THE COURT**