

Exhibit 1

ELECTROLUX FRONT-LOADING WASHING MACHINE LITIGATION

SETTLEMENT AGREEMENT

DATED AS OF OCTOBER 6, 2017

PREAMBLE

Wendy Grasso and Nicholas Grasso and Robert Brown (the “Plaintiffs”), on behalf of themselves and as Representatives of members of the putative Class (as defined in Section 1.3 below), by and through undersigned class counsel (“Class Counsel”) and Electrolux Home Products, Inc. and its successors and assigns (“Electrolux”) (Plaintiffs, Class Counsel and Electrolux collectively the “Parties,” and each a “Party”), hereby enter into this Settlement Agreement, together with its Exhibits (the “Agreement” or the “Settlement Agreement”), as of the last date set forth below, providing for settlement pursuant to the terms and conditions set forth herein below, subject to the approval of the Court.

RECITALS

WHEREAS, putative class action cases captioned *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911-CEH-TGW, (United States District Court for the Middle District of Florida, Tampa Division) and *Robert Brown v. Electrolux Home Products, Inc. d/b/a Frigidaire*, No. 1:08-cv-00030-LGW-BKE, (United States District Court for the Southern District of Georgia, Augusta Division) were filed on behalf of the Plaintiffs and on behalf of other individual consumers similarly situated seeking damages in connection with the purchase and use of certain Electrolux Front-Loading Washing Machines, as well as other Related Actions, as defined below (collectively the “Litigation”);

WHEREAS, Electrolux has denied and continues to deny any wrongdoing, any defect in its front-loading washers, and any liability to Plaintiffs or other members of the putative Class and asserts numerous defenses to the Plaintiffs’ claims;

WHEREAS, the Parties to this Agreement, after (i) having litigated the Litigation for over nine (9) years; (ii) having engaged in substantial discovery, including written discovery, the production of more than 100,000 pages of documents, dozens of fact and expert depositions, numerous inspections of Class Washers, and preparation and disclosure of numerous comprehensive expert reports on liability and damages issued; (iii) having conducted multiple court hearings in Florida and Georgia, including briefings and rulings on motions to dismiss, motions for summary judgment, motions for class certification, and *Daubert* motions; (iv) having briefed a class certification decision to the Eleventh Circuit Court of Appeals; (v) and having engaged in numerous arms-length negotiations over the course of several months, have now reached an agreement providing for a resolution of claims that have been or could have been brought in the Litigation against Electrolux on behalf of the Settlement Class;

WHEREAS, Electrolux now wishes to settle all of Plaintiffs’ claims relating to the purchase of Electrolux Front-Loading Washing Machines described below;

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WHEREAS, the Plaintiffs and Class Counsel have conducted a thorough investigation of the law and facts relating to the matter set forth in the Litigation;

WHEREAS, Class Counsel and Electrolux have engaged in extensive discussion of the issues presented in the Litigation and in arms-length negotiations of the possible terms of settlement of the claims;

WHEREAS, after analyzing the relevant facts and applicable law, taking into account the burdens, risks, uncertainties, time, and expense of litigation, as well as the merits of the terms set forth herein, the Plaintiffs, Plaintiffs' undersigned Class Counsel, and Electrolux have concluded that the settlement set forth in this Agreement is fair, reasonable, adequate and in the best interests of the putative Class;

WHEREAS, Electrolux has concluded that resolving the claims settled under the terms of this Agreement is desirable to reduce the time, risk and expense of defending multiple claims and multiple party litigation, and to resolve finally and completely the claims of the Plaintiffs and Class Members (as defined in Section 1.3 below) without any admission of a defect, wrongdoing, or liability;

NOW, THEREFORE, Plaintiffs, Class Counsel, and Electrolux stipulate and agree to the terms and conditions set forth herein, which are subject to the Court's approval under Fed. R. Civ. P. 23(e).

1. DEFINITIONS

As used in this Agreement, and in addition to the definitions set forth in the preamble and recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Agreement. Terms used in the singular shall be deemed to include the plural and vice versa; the term "person" shall include, as appropriate, legal entities as well as natural persons.

1.1 "Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.2 "Claim" means a claim submitted to the Settlement Administrator pursuant to this Agreement and the requirements for which to be valid are set forth in this Agreement.

1.3 "Claim Deadline" shall have the meaning ascribed in Section 6.18.

1.4 "Class" or "Settlement Class" means that, subject to the Court's approval, and the conditions of this Agreement, the undersigned agree and consent to the certification pursuant to Fed. R. Civ. P. 23(b)(3) of the following class for purposes of settlement only:

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All individual consumers who between January 1, 2004, and December 31, 2011, purchased a “Class Washer” (as defined below) in the United States.

The term “purchased” shall include the acquisition of a Class Washer by (i) payment of consideration for said Class Washer, (ii) as part of the purchase or remodeling of a home, or (iii) receiving a Class Washer as a gift prior to its first use.

Excluded from the Settlement Class are (a) officers, directors, and employees of Electrolux, (b) insurers of members of the Settlement Class, (c) any entity purporting to be a subrogee of a member of the Settlement Class, (d) all third-party issuers or providers of extended warranties or service contracts for Class Washers, (e) persons who previously settled and released their claims against Electrolux with respect to the front-loading washing machines that are the subject of this Settlement, (f) the Court overseeing the proposed settlement and the Court’s immediate family, and (g) those individuals who timely and validly exclude themselves from the Class by means of the Opt-Out Procedure (as defined below).

“Class Member” or “Settlement Class Member” means all natural persons (or, in the case of a minor, death or incapacity, their legal guardians or representatives) in the Class and who do not exclude themselves from the Class by the Opt-Out Procedure (as defined below) in accordance with Fed. R. Civ. P. 23(c)(2) and the procedures set forth in the Notice.

1.5 The “Class Notice Commencement Date” means the date on which the Class Settlement Website containing the FAQ Notice is first available to be accessed on the internet.

1.6 “Class Period” means from January 1, 2004 through December 31, 2011, which is the timeframe during which the purchase of a Class Washer had to have occurred in order for the purchaser to be a member of the Settlement Class.

1.7 “Class Washer” means any new and previously unused high-efficiency front-load washing machine manufactured by Electrolux (including 3.1, 3.5, and 4+ platforms) and sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names.

1.8 “Court” means Judge Charlene E. Honeywell of the United States District Court for the Middle District of Florida, Tampa Division who is overseeing some of the Litigation.

1.9 “Effective Date” shall mean the day following the entry by the Court of the Final Order and Judgment: (i) affirming certification of the Class; (ii) finding the Settlement Agreement to be fair, adequate and reasonable; (iii) finding that the Notice to the Class of the Settlement Agreement was fair,

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adequate and reasonable; (iv) resolving any and all objections to the fairness and reasonableness of the Settlement Agreement, if any; and (v) dismissing the Class Members' Released Claims with prejudice against Released Persons, including all Related Actions, with each Party to bear its own costs, and (vi) the expiration of the deadline for seeking appellate review of the Final Order and Judgment if no appeal or writ of certiorari is perfected or sought; or the day following (a) the date all appellate courts with jurisdiction affirm the Final Judgment and Order with no possibility of further appellate review existing, or (b) such date as the Parties otherwise agree.

1.10 "Fairness Hearing" shall have the meaning ascribed in Section 6.10.

1.11 "Final Order and Judgment" means an order and judgment entered by the Court finally approving the settlement set forth in this Settlement Agreement under Fed. R. Civ. P. 23(e), confirming certification of the Class, and making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Settlement Agreement and to dismiss with prejudice the Released Claims (as defined below) by any and all Class Members, including any Related Actions, against Electrolux and all Released Persons (as defined below).

1.12 "Non-Pre-qualified Settlement Class Member" shall be defined as any Settlement Class Member who is not a "Pre-qualified Settlement Class Member" as defined below.

1.13 "Notice" shall have the meaning ascribed in Section 6.

1.14 "Odor Issue" means an odor problem emanating from inside the washer tub or interior side of the washer door due to mold or mildew. Odor Issue expressly excludes other odors including, but not limited to, those described as a burning smell or allegedly due to electrical, mechanical, or other issues.

1.15 "Opt-Out Procedure" shall mean the process for all natural persons (or, in the case of a minor, death or incapacity, their legal guardians or representatives) to exercise their right to exclude themselves from the Class in accordance with Fed. R. Civ. P. 23(c)(2) and the procedures set forth in the Notice.

1.16 "Opt-Outs" shall mean those natural persons (or, in the case of a minor, death or incapacity, their legal guardians or representatives) included in the Class definition, but who have timely and properly exercised their right to exclude themselves from the Class under the Opt-Out Procedure, and therefore are no longer Class Members.

1.17 "Person" means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company,

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estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual's or entity's owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.18 "Plaintiffs' Class Representative" means the Plaintiffs as set forth in the preamble of this Agreement.

1.19 "Preliminary Approval and Class Certification Order" means an order entered by the Court, preliminarily approving the settlement and certifying the Class for purposes of settlement only, substantially in the form of Exhibit A.

1.20 "Pre-qualified Settlement Class Member" means a Class Member who, based on Electrolux's service call and warranty records, previously made a complaint to Electrolux about mold, mildew, or Odor Issue with his/her Class Washer within five years after purchase.

1.21 "Proof of Claim Form" means the document(s), substantially in the form of Exhibit B, which is submitted by Class Members to the Settlement Administrator together with all required supporting documentation to make a claim for settlement benefits pursuant to this Settlement Agreement.

1.22 "Purchased" shall include the acquisition of a new and previously unused Class Washer by (i) payment of consideration for said Class Washer, (ii) purchasing a new home or as part of the remodeling of a home, or (iii) receiving a Class Washer as a gift prior to its first use.

1.23 "Related Action(s)" shall mean any and all state or federal court claims against any Released Persons (as defined below) for, arising out of, or relating to any Released Claims (as defined below) brought by or on behalf of any members of the putative Class (as defined herein), including, but not limited to, the matters identified in Exhibit C. The term Related Actions does not apply to any claims for personal injury or wrongful death.

1.24 "Released Claims" means any and all known or unknown economic injury claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory or exemplary, liabilities of any nature or under any theory or statute whatsoever, including costs, expenses, penalties and attorneys' fees, in law or equity, that any Class Member who has not timely excluded themselves from the Class, whether or not they object to the settlement, ever had or now has, directly, representatively, derivatively or in any capacity, arising out of or in any way connected with the purchase, use and performance of a Class Washer in the United States, including but not limited to, (i) all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, cleaning, consequential damages, property damage, or premium-price damages, arising out of the Settlement Class

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Member's purchase or use of a Class Washer, and (ii) the allegations contained in the Litigation. The Released Claims do not include any claims for personal injury or death or claims derivative of such claims, nor does this Settlement Agreement revive any such claims.

1.25 "Released Persons" means (a) Electrolux Home Products, Inc. ("Electrolux"), (b) all distributors, suppliers, wholesalers, retailers, licensors or licensees, including but not limited to Sears, Roebuck & Company, CBS Corporation and/or any other Person who was in any way involved in or within the chain of distribution of Class Washers, including the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of Class Washers as well as any warranty service providers involved in servicing the Class Washers purchased by a Plaintiff or Settlement Class Member pursuant to a Class Washer new product warranty issued by Electrolux, and (c) the respective past, present, and future parents, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, servants, employees, attorneys, predecessors and successors in interest, assigns, and insurers of the Persons described in the preceding clauses (a) and (b) above.

1.26 "Settlement Administrator" shall have the meaning ascribed in Section 11.

1.27 "Settlement Escrow Account" shall be the escrow account established and funded in accordance with Section 5 to be the means to pay for the reasonable costs and expenses of providing Notice and other administrative and claim processing activities of the settlement, costs of the settlement, and any court awarded attorney fees, attorney expenses, and Class Representative Service Awards.

1.28 "United States" means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

2. SETTLEMENT CONSIDERATION AND CLAIMS

2.1 Benefits will be provided to members of the Settlement Class on a "claims-made" basis, as follows:

2.2 Pre-qualified Settlement Class Members will be eligible to assert a claim for either (a) \$50 cash or (b) a 20% rebate certificate that may be used in connection with the claimant's future purchase of any new Electrolux-manufactured product included on the Appliance Options List to be established by Electrolux (with approval of Lead Class Counsel).

2.3 Non-Pre-qualified Settlement Class Members will be eligible to assert a claim for either (a) \$50 cash or (b) a 20% rebate certificate that may be used in connection with the claimant's future purchase of any new Electrolux-manufactured product included on the Appliance Options List. To

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receive the cash or rebate certificate relief noted above, a Non-Pre-qualified Settlement Class Member must present (a) proof of ownership of a Class Washer in the form of (i) a photograph of the Class Washer showing its serial and model number or (ii) an invoice, receipt, credit card statement, or canceled check demonstrating proof of purchase and (b) an attestation under oath that (i) the proof of ownership provided under subpart (a) is true and correct evidence that the claimant is the owner of the Class Washer as to which the claim is asserted, (ii) he/she purchased the Class Washer new during the Class Period, and (iii) that within five years after he/she purchased the Class Washer, he/she experienced a persistent (more than once) mold, mildew and/or Odor Issue inside his/her Class Washer and took steps to remedy the problem, such as using a washing machine cleaner, otherwise cleaning the machine to remove the mold, mildew and/or Odor Issue or by contacting a third-party servicer for advice or repair for the mold, mildew and/or Odor Issue.

2.4 Non-Pre-qualified Settlement Class Members who have not experienced a mold, mildew, or Odor Issue with their Class Washers will be eligible to assert a claim to receive a 5% rebate certificate that may be used in conjunction with the claimant's future purchase of an Electrolux-manufactured product on the Appliance Options List, attached as Exhibit D. To receive the 5% rebate certificate, a Non-Pre-qualified Settlement Class Member must present (a) proof of ownership of a Class Washer in the form of a photograph of the machine showing its serial and model number, or an invoice, receipt, credit card statement, or canceled check demonstrating proof of purchase and (b) an attestation under oath that the proof of ownership provided under subpart (a) is true and correct evidence that the claimant purchased the Class Washer during the Class Period and is the owner of the Class Washer as to which the claim is asserted.

2.5 Any member of the Settlement Class who experienced a mold, mildew, or Odor Issue with his/her Class Washer within five years after purchase and who paid out-of-pocket expenses within five years after purchase to repair and/or replace the Class Washer or to replace garments or other fabric materials may forego the benefits described above and instead be entitled to reimbursement of the amount of those expenses paid within five years after purchase up to an aggregate amount of \$500, subject to several eligibility requirements and restrictions set forth in Section 3 of the Agreement below.

2.6 No out-of-pocket expenses incurred after five years after purchase of the Class Washer will be reimbursed.

2.7 Claims for out-of-pocket expenses may be a combination of washer repair expenses, garment/fabric replacement expenses, or washer replacement expenses, but in no event may they exceed \$500 in the aggregate.

3. CLAIM REQUIREMENTS AND LIMITATIONS

3.1 All rebate certificates provided pursuant to the settlement will be valid for a period of one-year after issuance to reduce the best negotiated retail price of an Electrolux-manufactured product included on the Appliance Options List by the percentage indicated on the certificate. The rebate certificates may be used only by the Settlement Class Member who asserted the claim. The rebate certificates will have no cash value and will not be transferable for use by any other person, except for members of the same household or immediate family members of the Class Member receiving the rebate certificates.

3.2 Only one claim for cash or a rebate certificate will be honored for each Class Washer. A Settlement Class Member may assert a claim for either (a) cash or rebate certificate or (b) out-of-pocket expenses regarding a Class Washer, as set forth above, but a Settlement Class Member may not assert a claim for both regarding a particular Class Washer.

3.3 The claimant for out-of-pocket expenses within five years after purchase to repair and/or replace the Class Washer or to replace garments or other fabric materials must either be a Pre-qualified Settlement Class Member or be a Non-Pre-Qualified Class Member who provides (a) proof of ownership of a Class Washer in the form of (i) a photograph of the Class Washer as to which the claim is being made showing its serial and model number, or an invoice, receipt, credit card statement, or canceled check demonstrating proof of purchase and (b) an attestation under oath that (i) the proof of ownership provided under subpart (a) is true and correct evidence that the claimant is the owner of the Class Washer as to which the claim is asserted, (ii) the claimant purchased Class Washer new during the Class Period, and (ii) that within five years after he/she purchased the Class Washer, he/she experienced a persistent (more than once) mold, mildew, or Odor Issue with his/her Class Washer and took steps to remedy the problem, such as using a washing machine cleaner, otherwise cleaning the machine to remove the mold or eliminate the Odor Issue, or contacting a third-party servicer for advice or repair.

3.4 A claimant for Class Washer repair expenses incurred within five years of purchase of the Class Washer must additionally provide sufficient contemporaneous documentary proof to show that he/she paid out-of-pocket costs to repair the Class Washer within five years of purchase as a result of a mold, mildew, or Odor Issue (e.g., service tickets, receipts, canceled checks) in the amount claimed, up to the aggregate \$500 limit.

3.5 A claimant for garment/fabric material replacement expenses incurred within five years of purchase of the Class Washer must additionally provide sufficient contemporaneous documentary proof to show that he/she paid out-of-pocket expenses within five years of the purchase of the Class Washer to replace garments and/or other fabric materials damaged as a result of a mold, mildew, or Odor Issue with the Class Washer (e.g., photos, attestations,

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receipts) in the amount claimed. No claim for garment/fabric material replacement expenses may exceed \$150, and any amount awarded for garment/material replacement expenses shall count against the \$500 aggregate limit. In addition, such a claimant must submit documentation showing that contemporaneously with the mold, mildew, or Odor Issue that allegedly damaged the garments and/or other fabric materials, he/she had at least three incidents of mold, mildew, and/or odor for which he/she made a complaint, service call, or self-remedy attempt regarding the mold, mildew, or Odor Issue (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or a combination of documents showing repeated mold, mildew, or Odor Issues). The documentation must show that the mold, mildew, or Odor Issue was within the first five years after purchase of the Class Washer.

3.6 A claimant for washer replacement expenses must provide sufficient contemporaneous documentary proof to show that he/she paid to acquire a replacement washing machine within five years of the purchase of the Class Washer as a result of a mold, mildew, or Odor Issue with his/her Class Washer and to show the amount paid. In addition, such a claimant must submit contemporaneous documentation showing that before replacing the Class Washer, he/she had at least three incidents of mold, mildew, and/or Odor Issue for which he/she made complaints, service calls, or self-remedy attempts (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or a combination of documents showing repeated mold, mildew, or Odor Issues). The documented service calls, complaints, or manifestations of mold, mildew, or Odor Issue must have occurred within the first five years after purchase of the Class Washer.

3.7 A Settlement Class Member who previously received compensation or other benefit regarding a mold, mildew, or Odor Issue in his/her Class Washer will have the amount of his/her claimed benefits (as outlined above) reduced by the amount of that previous compensation or benefit.

3.8 All Settlement Class Members shall have a period of 120 days from the Class Notice Commencement Date during which to complete submission of any claims.

3.9 Each Class Member who submits a Proof of Claim Form bears the burden of proving to the Settlement Administrator the validity of their claim through the supporting documentation and Proof of Claim Form sworn to under oath. To be valid, a Claim must be (1) timely submitted with all required information and documentation, (2) submitted by the individual Settlement Class Member or a family member or legal guardian of such Settlement Class Member (no other third-party submissions), (3) timely supplemented with additional information or documentation in response to requests by the Settlement Administrator pursuant to a deficiency notice or an audit of the Claim, and (4) signed by the submitting Settlement Class Member under the penalties of perjury.

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3.10 The Settlement Administrator will determine the adequacy of the proof submitted in support of a claim. Only qualifying amounts paid by the Class Member submitting a claim (and not any amounts paid or reimbursed by third-party payors or others) will be reimbursed to a Class Member pursuant to the Settlement's terms. Because Class Members will be entitled to payments on the basis of actual out-of-pocket expenditures or costs and losses about which they must submit proof under the terms of this Agreement, there is no minimum payment.

3.11 All reasonable attorneys' fees and expenses incurred in connection with the Litigation involving Class Washers as approved by the Court, any Class Representative Service Awards as approved by the Court, the expenses incurred in providing the Court-approved Notice to the Class of the proposed Settlement, and the reasonable administrative expenses of the Settlement Administrator incurred in connection with the operation of the Settlement Agreement including providing Notice to the Class, creating and maintaining a Class Settlement Website, processing requests for exclusion from the Class, and the processing of claims and other administration expenses of the Settlement, as approved by the Court, will be paid from the Settlement Escrow Account.

3.12 Other than to pay the costs of the Settlement Administrator for the costs of Notice and administration or to pay reasonable attorneys' fees, expenses and class service awards as approved by the Court pursuant to Sections 15 and 16, no other payments shall be made by Electrolux prior to (i) the Judgment becoming Final, (ii) the Effective Date of this Settlement Agreement being reached, and (iii) the Claim Filing Deadline has passed and all cure periods have expired and all claim audits by the Claim Administrator have been completed.

**4. PRELIMINARY APPROVAL BY THE COURT
AND CLASS CERTIFICATION FOR PURPOSES OF SETTLEMENT**

4.1 Plaintiffs and Electrolux, through their designated counsel, shall cooperate, assist and undertake all reasonable actions to accomplish the steps contemplated by this Settlement Agreement and to implement the settlement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Agreement, Plaintiffs shall submit a motion to the Court for the certification of a Class for purposes of settlement and for preliminary approval of this Settlement Agreement and related matters by means of entry by the Court of an Order for Preliminary Approval and Class Certification, substantially in the form attached hereto as Exhibit A. For purposes of settlement, Electrolux will not oppose this motion.

4.3 Upon entry of a Preliminary Approval and Certification Order, the Parties shall proceed with further steps to implement the Settlement on the terms and conditions of this Settlement Agreement.

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4.4 Certification of the Class in the Preliminary Approval and Class Certification Order shall be for settlement purposes only.

4.5 Immediately after the Court issues its Preliminary Approval and Class Certification Order for settlement purposes, the Parties shall submit to this Court, and any other appropriate courts, if necessary, joint motions to stay this Case and all Related Actions, pursuant to which stay order(s) the Court shall enjoin and stay, during the pendency of the settlement proceedings contemplated by this Agreement, the commencement and/or prosecution of any and all actions and proceedings (including discovery) for any Released Claims brought by Plaintiffs or any Class Members against any of the Released Entities, including any and all such Released Claims brought on behalf of or through any Class Members, such stay and injunction to remain effective during the pendency of such settlement proceedings unless modified by further order of the Court. Any stay orders entered in accordance with this provision shall remain in effect until the Effective Date, unless otherwise ordered by the Court.

4.6 In the event the Court fails to enter the Preliminary Approval and Class Certification Order, in which event it will enter an Order denying the Motion for Preliminary Approval and Class Certification Order, then the Settlement Agreement is terminated, there is no certification of a Class, and the status of the Litigation shall be as it was prior to the execution of the Agreement without prejudice to any of the positions of the Parties, including on the issue of the appropriateness of class certification in this or other contexts. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

5. SETTLEMENT ESCROW ACCOUNT AND FUNDING

5.1 The Parties have agreed to the establishment of an escrow account to be the means to pay the reasonable costs and expenses of providing Notice and other administrative and claim processing activities of the settlement, including any court awarded attorney fees, expenses and Class Representative Service Awards (“Settlement Escrow Fund”). Settlement Escrow Fund also will be used to fund and pay for any cash awards made to members of the Settlement Class.

5.2 All of Electrolux’s payment obligations under the Settlement Agreement will be made from the Settlement Escrow Fund.

5.3 All reasonable attorneys’ fees and expenses incurred in connection with the Litigation of the consumer claims and related putative consumer class action cases involving Electrolux Front Loading Washers subject to this Settlement Agreement, the expenses incurred in providing the Court-

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approved Notice to the Class of the proposed settlement, and the reasonable administrative expenses of the Settlement Administrator incurred in connection with the operation of the Settlement Agreement, including providing Notice to the Class, creating and maintaining a Class Settlement Website, processing requests for exclusion from the Class, and the processing of claims and other administration expenses of the Settlement, all the above as approved by the Court, will be paid from the Settlement Escrow Fund.

5.4 Other than to pay the costs of the Settlement Administrator for the costs of Notice and administration as approved by the Court or to refund Electrolux in the event this Settlement Agreement is not approved or is terminated or to pay reasonable attorneys' fees, expenses and Class Representative Service Awards as approved by the Court pursuant to Sections 15 and 16, no other disbursements shall be made from the Settlement Escrow Account prior to (i) the Judgment becoming Final, (ii) the Effective Date of this Settlement Agreement being reached, and (iii) the Claim Filing Deadline having passed and all cure periods having expired and all claim audits by the Claim Administrator having been completed.

5.5 Disbursements from the Settlement Escrow Fund shall be made in accord with an escrow agreement to be entered into by putative Class Counsel, Electrolux, the Settlement Administrator, and the bank for the Settlement Escrow Account pursuant to orders of the Court and in accordance with this Settlement Agreement.

5.6 The Settlement Escrow Account shall be created at the Huntington National Bank, or another federally-insured bank agreed upon by Electrolux and putative Class Counsel, which account will be subject to the jurisdiction of the Court. Within ten (10) Business Days after (i) the Court enters an order preliminarily approving the Settlement and (ii) the Settlement Escrow Account is established, whichever date is latest, Electrolux shall deposit \$775,000.00 into the Settlement Escrow Account by electronic funds transfer pursuant to instructions of the Settlement Administrator.

5.7 The Settlement Administrator shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Settlement Escrow Account. Electrolux and Class Counsel shall provide the Settlement Administrator with all information and documentation necessary to facilitate tax compliance activities.

5.8 Any interest that accrues on amounts in the Settlement Escrow Account shall be deemed to be part of the Settlement Escrow Account.

5.9 If for any reason this Settlement Agreement does not obtain Final Approval, does not become Final, the Effective Date of the Settlement Agreement does not occur, and/or the Agreement is terminated, the amounts paid into the Settlement Escrow Account by Electrolux (less any amounts paid for the

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costs of Notice and administration pursuant to the Court-ordered Notice Plan prior to termination of the Settlement Agreement) shall be forthwith refunded to Electrolux with any interest accrued with respect to such amounts to be refunded.

5.10 Electrolux shall make additional deposits to the Settlement Escrow Account from time to time when, and to the extent necessary, to pay valid Class Member claims, Notice costs, administrative expenses, and attorneys' fees, but only to the extent that all of the deposits made by Electrolux to the Settlement Escrow Account are in accord with the terms of this Settlement Agreement and related Court orders. However, the Settlement Administrator shall not pay any Settlement Class Member claims or Class Representative Service Awards or issue rebate certificates, nor shall Electrolux be required to deposit any sums for their payment into the Settlement Escrow Account, before fifteen (15) Business Days after the Effective Date.

5.11 Electrolux shall provide to the Settlement Administrator directly any settlement rebate certificates necessary to be disbursed to Settlement Class Members in response to valid claims in a reasonable time after receiving notice of the valid claims. Any settlement rebate certificates returned to the Settlement Administrator or not disbursed for any reason shall be returned to Electrolux.

5.12 In the event there is any residual amount in the Settlement Escrow Account after the payment of all valid claims, attorney fees and expenses, service awards, and the costs of Notice and claims administration, including any taxes on the Settlement Escrow Account, the residual amount shall be returned to Electrolux with any interest accrued with respect to such residual amount.

6. NOTICE, DEADLINES, AND THE FAIRNESS HEARING

6.1 Concurrently with the filing of the motions referred to in Section 4.2, the Parties shall also submit for the Court's approval forms of notice of the certification of class, proposed settlement agreement, and fairness hearing, substantially in the forms of Exhibits E, F, and G (the "Notice") and a Notice Plan, and immediately thereafter, upon order of the Court, the Settlement Administrator (as defined in Section 11 below) shall disseminate the Notice to the Class in the manner so ordered.

6.2 The Notice Plan will direct to Class Members the best notice that is practicable under the circumstances, satisfying the requirements of Fed. R. Civ. P. 23(c)(2)(b) and due process, and shall consist of the following: (i) the publication version of the Notice shall be published pursuant to the Notice Plan, (ii) the FAQ/online/upon request version of the Notice shall be distributed to those Settlement Class Members by (a) making it available in English or Spanish for Class Members who request it and (b) posting it online on the Class Settlement Website, and (iii) the Summary Notice version shall be mailed and emailed to the last known address and last known email address of Settlement

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Class Members that can reasonably be identified by Electrolux, and (iv) print and/or internet ads.

6.3 Subsequent to the entry of the Preliminary Approval Order, Electrolux shall provide to the Settlement Administrator reasonably available mailing addresses and email addresses, along with model and serial number information, contained in Electrolux's warranty and service databases in computer readable format and will cooperate with the Settlement Administrator in transmitting this information in the manner that is most efficient for the Settlement Administrator. Electrolux will cooperate in making its warranty registration and service data and other relevant information from its databases available to the Settlement Administrator to facilitate identification of potential Settlement Class Members.

6.4 The Settlement Administrator shall send or cause to be sent, by first class or priority United States Mail, the Summary Notice to every Settlement Class Member whose name and address can reasonably be identified in Electrolux's records or databases. Electrolux or the Settlement Administrator will obtain, or cause to be obtained, address updates utilizing a National Change of Address database. The Settlement Administrator will use any updated addresses obtained. The Settlement Administrator will forward Summary Notices that are returned by the United States Postal Service with a forwarding address.

6.5 In addition, the Settlement Administrator will send an electronic copy of the Summary Notice to all Class Members for whom an email address is reasonably available, even if a postal mailing address is known. The Settlement Administrator shall take commercially reasonable steps to complete and/or update email addresses for Class Members and also engage in a "list cleansing" process prior to disseminating the email Notices.

6.6 The mailed and emailed Class Notice will include a pre-printed unique claim identification number that the Settlement Administrator will use to determine whether a claimant is a Pre-qualified Class Member or a Non-Pre-qualified Class Member.

6.7 The Settlement Administrator also shall develop and manage a toll-free number with an automated system providing information about the Settlement, with the ability to request copies of the Notice, the Settlement Agreement, and the Proof of Claim Form, for the period from no later than forty-five (45) days after the entry of the Order preliminarily approving the settlement up to and including the Claim Deadline.

6.8 The Settlement Administrator also shall develop and manage a website as described in Section 12.4 for the period from no later than forty-five (45) days after the entry of the Order preliminarily approving the Settlement Agreement up to and including the expiration of the Claim Deadline and any applicable cure period.

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6.9 The Settlement Administrator shall also establish a mailing address to allow Settlement Class Members the opportunity to request Notice, Proof of Claim Form and additional information by mail, or submit a Proof of Claim Form with supporting documentary proof until following the expiration of all claim deadlines, including any cure periods.

6.10 The Notice shall also inform Class Members of the time, date and place set by the Court for the hearing to determine whether the Settlement should receive final approval as fair and adequate, whether the certification of the Class for settlement purposes should be re-affirmed, whether Class Representative Service Awards should be issued and in what amount, whether reasonable attorneys' fees and expenses should be awarded to Class Counsel and in what amounts, and whether the Final Order and Judgment should be entered ("Fairness Hearing").

6.11 The Settlement Administrator and the Parties and their counsel will determine in advance the Class Notice Commencement Date and will calculate the Opt-Out Deadline (defined below), Objection Deadline (defined below), and Claim Deadline (defined below), which deadlines shall be included on the Class Settlement Website and in all Notices provided pursuant to the Notice Plan.

6.12 The Notice shall provide instructions to individuals who wish to exclude themselves from the Settlement Class regarding the Opt-Out Procedure that must be followed to be excluded from the Settlement Class. Class Members shall have sixty (60) days from the Class Notice Commencement Date to submit requests in writing or postmarked to be excluded from the Class ("Opt-Out Deadline").

6.13 All Class Members who do not timely exclude themselves from the Class shall in all respects be bound by all terms of this Settlement Agreement, and the Final Order and Judgment finally dismissing the Released Claims as against Electrolux and the Released Persons and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Released Claims against Electrolux or against any Released Persons in any court of law or equity, arbitration, tribunal or administrative or other forum.

6.14 The Notice also shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file an objection in writing, stating the basis of the objection, and then deliver said objection to the Court at the following address: Clerk of the Court, United States District Court, Middle District of Florida, Tampa Division, 801 North Florida Avenue, Tampa, FL 33602. All objections must be filed with the Clerk of the Court and served on counsel for the Parties and received in writing or postmarked no later than sixty (60) days after the Class Notice Commencement Date ("Objection Deadline"). The Parties, in consultation

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with the Settlement Administrator, shall determine the Objection Deadline and include it in all Notices.

6.15 Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the serial number of the washer the Class Member owns or owned; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

6.16 Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.

6.17 Any Class Member who does not so object by the timely delivery of an objection (pursuant to the procedures set forth in the Notice) to the Clerk of the Court, United States District Court, Middle District of Florida, Tampa Division and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

6.18 Class Members must file in person, by mail and postmarked, or submit electronically, completed Proof of Claim Forms with supporting documentation to the Claim Administrator within 120 days of the Class Notice Commencement Date in order to have filed a timely claim under this Settlement ("Claim Deadline").

6.19 Parties agree that the form and publication of the Notice as detailed in this Section 6 constitutes fair and adequate notice to the Class.

6.20 The reasonable costs for the Notice Plan shall be paid from the Settlement Escrow Account as funded by Electrolux. Class Counsel and the Settlement Administrator shall be responsible for the development of the Notice Plan. However, the Notice Plan (including the content of all Notices) and all expenditures for Notice shall be subject to advance approval by Electrolux and subject to Court approval.

7. FINAL ORDER AND JUDGMENT, RELEASE

7.1 Plaintiffs, on their own behalf and on behalf of the Class Members, agree that the Final Order and Judgment entered by the Court shall be substantially in the form of the attached Exhibit H and will contain the following

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release, waiver and covenant not to sue, which shall take effect upon the Effective Date:

Each Class Member releases and forever discharges and holds harmless the Released Persons of and from any and all Released Claims which the Class Member has or may hereafter have. Each Class Member further covenants and agrees not to commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Persons based on the Released Claims.

7.2 In addition, each Class Member hereby expressly waives and releases, upon this Agreement becoming effective, any and all provisions, rights and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Released Claims provided pursuant to this Agreement without regard to the subsequent discovery or existence of any different or additional facts not known by a Class Member at the time of this Settlement. By way of example, upon the Effective Date, each Class Member shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law the provisions, rights and benefits of §1542 of the California Civil Code, if any, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.3 Each Class Member also hereby expressly waives and fully, finally and forever settles and releases any and all Released Claims it may have against Released Persons under § 17200, et seq., of the California Business and Professions Code or by any law of the United States or of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to such provisions.

7.4 The Parties agree that if, for any reason, the Settlement Agreement is not approved, or the Final Order and Judgment is not upheld on appeal, (1) the Settlement Class shall be decertified, and the prior certification shall not be used by any person or court as a basis for certifying any class for litigation purposes, and (2) this Settlement Agreement shall be terminated, and the status of the Litigation and the Parties thereto shall be as it was prior to the execution of the Settlement Agreement.

8. DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY

8.1 Plaintiffs and Class Counsel agree to seek Court dismissal with prejudice of all Released Claims by Class Members against all Released Persons in this Case and any Related Actions when the Final Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein.

8.2 Moreover, to the extent an individually-named plaintiff in a Related Action opts out of the Class, the class allegations of that Related Action nonetheless will be dismissed with prejudice when the Final Order and Judgment is entered with each Party to bear its own costs, except as otherwise provided herein.

8.3 This Settlement Agreement shall be the exclusive remedy for the Class with respect to Released Claims as against any and all Released Persons, and that, no Class Member shall recover, directly or indirectly, any sums from Electrolux or the other Released Persons for Released Claims other than those sums received from the Settlement for the Released Claims under the terms of this Agreement.

8.4 The Parties agree, that upon the Effective Date, this Settlement Agreement will fully and completely settle the Released Claims as against the Released Persons by Class Members. The Parties agree that upon the Effective Date, the Released Persons will be finally released from any and all Released Claims by all Class Members. Further, the Parties agree that each and every Class Member, and all other persons and entities claiming by, through, or on behalf of, a Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Persons with respect to the Released Claims.

9. NO ADMISSION OF LIABILITY

9.1 Neither this Settlement Agreement, whether approved or not approved, nor any exhibit document, or instrument delivered pursuant to this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Electrolux or any Released Person of any liability or wrongdoing, or of the truth of any allegations in the above-described litigation, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Plaintiff of any lack of merit in the allegations made in Plaintiffs' complaint.

9.2 Pursuant to this Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule or regulation, the fact of entering into or carrying out this Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or

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deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto.

10. REPRESENTATIONS AND WARRANTIES

10.1 Class Counsel represents and warrants that they have authority to enter into this Settlement Agreement on behalf of the Plaintiffs.

10.2 Electrolux has all requisite corporate power and authority to execute, deliver and perform this Settlement Agreement. The execution, delivery and performance by Electrolux of this Agreement has been duly authorized by all necessary corporate action. This Agreement has been duly and validly executed and delivered by Electrolux, and constitutes its legal, valid and binding obligation.

10.3 Class Counsel on behalf of the Class, and Electrolux represent that they: (i) recommend this Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Agreement in the event it is approved by the Court.

10.4 Class Counsel and Electrolux represent and warrant that they shall comply with the terms of the protective order entered in this case and any protective orders entered in the Related Actions regarding the disposition of litigation materials following the occurrence of the Effective Date.

11. SETTLEMENT ADMINISTRATOR

11.1 Subject to approval by the Court, and with the consent of Electrolux, Class Counsel has designated Angeion Group to be the Settlement Administrator who shall be responsible for the processing of the claims and the issuance of awards to be paid by Electrolux as necessary to pay all valid Class Member claims, all reasonable and legitimate settlement administration expenses (including costs of Notice), and all attorneys' fees and expenses and service awards (as directed by the Court) consistent with the specifications of this Settlement Agreement. If for any reason Angeion Group does not or ceases to function as the Settlement Administrator, Class Counsel shall designate a new Settlement Administrator with the consent of Electrolux, which consent shall not be unreasonably withheld, and subject to approval by the Court.

11.2 The Settlement Administrator also shall be responsible for the publication and giving of Notice to the Class in accordance with the Court's Order and the reporting of its activities to the Parties and the Court.

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11.3 The Settlement Administrator also shall be responsible for providing the required notice to the appropriate Federal official and appropriate State officials within ten (10) days of the filing of this Settlement Agreement with the Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

11.4 In addition to its other duties described below, the Settlement Administrator shall receive, collect, identify, and process any requests by putative members of the Class to be excluded from the Class and shall promptly report to Class Counsel and Electrolux's counsel the identity and number of those opting out of the Class.

11.5 Reasonable costs for the administration of the settlement (including administration of the claims process described below) shall be paid by Electrolux. Electrolux shall have the right to approve in advance a budget for Notice and administrative expenses, which shall be subject to Court approval.

12. CLAIMS SUBMISSION AND ADMINISTRATION PROCESS

12.1 A Settlement Class Member may submit one claim per qualifying Class Washer to the Settlement Administrator pursuant to the provisions and limitations of Sections 2 and 3. The documentary forms of proof set forth in Sections 2 and 3 are the only forms of documentary proof acceptable under the terms of this Agreement and a Claim without documentary proof or with forms of proof other than those forms set forth in Sections 2 and 3 is an invalid Claim and will not be paid under the terms of this Settlement Agreement. Illegible documents or illegible copies of documents are not valid and do not constitute proof of purchase under Sections 2 and 3.

12.2 All decisions with respect to the validity and timeliness of all Claims submitted pursuant to this Agreement, including the adequacy of all documentary proof of purchase or of out-of-pocket expenses, shall be made by the Settlement Administrator in its discretion and shall be binding on all the Class Members, shall be final, and shall not be subject to appeal, except as set forth in Section 12.9 below.

12.3 Settlement Class Members may submit claims by mail, in person, or electronically to the Settlement Administrator. Claims may only be submitted by the individual Settlement Class Member and not by third-parties, except a family member or legal guardian of the Settlement Class Member. Claims will be considered timely if submitted by the Claim Deadline. A claim will be deemed submitted on the date of postmark, hand delivery, or electronic submission to the Settlement Administrator.

12.4 The Settlement Administrator shall maintain a website with which Settlement Class Members may (a) access, download, and print the Settlement Notice, (b) access, download, and print a Claim Form, (c) electronically submit a completed Claim Form, (d) upload copies of any of the

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documented proofs of payment required under Sections 2 or 3, and (e) provide any information required in response to a deficiency notice or under the audit provisions described below. The Settlement Administrator shall implement any steps necessary to accept valid electronic signatures and the Parties agree to accept electronic signatures as original signatures.

12.5 Payment from the Settlement Escrow Account will be made only for amounts for which proof of expenditures are presented to the Settlement Administrator in accordance with this Section 12. The Settlement Administrator will determine the adequacy of the proof submitted in support of a claim. Only amounts paid by the Class Member submitting a claim (and not any amounts paid or reimbursed by third-party payors or others) will be reimbursed to a Class Member under the Settlement Agreement. Because Settlement Class Members may be entitled to payments on the basis of actual out-of-pocket expenditures or costs and losses about which they must submit proof under the terms of this Agreement, there is no minimum payment, except as otherwise provided in the Settlement Agreement.

12.6 Settlement Class Members will be emailed the blank rebate certificates unless the Settlement Class Member does not have an email address associated with their claim. This allows Settlement Class Members who receive rebate certificates more than adequate time to make an eligible purchase and submit the rebate form. All Settlement Class Members receiving a rebate certificate shall be required to mail or email to the Settlement Administrator their completed rebate form and proof of purchase of an appliance on the Appliance Options List within one year after the date on which the Settlement Administrator mails or emails the blank rebate certificates to Settlement Class Members receiving rebate certificates pursuant to their claims under the Settlement. The Settlement Administrator shall mail rebate checks to eligible Settlement Class Members within twelve (12) weeks after receipt of the completed rebate form.

12.7 In the event that the Settlement Administrator deems a claim invalid for failing to comply with the terms of this Agreement, the Settlement Administrator shall send a notice of deficiency to the Settlement Class Member and his/her attorney, if any, describing the deficiency and the steps required to cure that deficiency. Settlement Class Members shall have thirty (30) days from the date of the deficiency notice to cure any deficiency. Any deficiencies cured within thirty (30) days of the date of the deficiency notice shall be deemed timely if the original claim was submitted prior to the Claim Deadline. If following the submission of additional materials a claim remains deficient, the Settlement Administrator shall provide the Class Member and his/her attorney, if any, a final notice of the denial of the claim. However, any claims that remain deficient following the expiration of thirty (30) days following the date of the final deficiency notice shall be invalid claims and can no longer be supplemented or remedied.

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12.8 Class Counsel shall have an opportunity to review any notices of claim denial and request a meet and confer with counsel for Electrolux and the Settlement Administrator if necessary. If necessary, the Settlement Administrator will consult with Class Counsel and Electrolux's Counsel to answer any questions or resolve any disputes that arise.

12.9 To the extent the Settlement Administrator denies a Class Member's claim in its entirety because a claim is deficient, the Class Member for good cause and at the Class Member's own expense may appeal such determination to the Court, or to a Special Master appointed by the Court for such purpose, by filing a written petition in the form of a letter or other writing with the Court (with a copy to the Settlement Administrator) within sixty (60) days of the date of the original deficiency notice provided by the Settlement Administrator to the Class Member and his/her attorney, if any, or within thirty (30) days of a final notice of the denial of a claim, if issued, whichever period is longer. Any appeal shall be based solely on the materials provided to the Settlement Administrator prior to the issuance of any notice of deficiency or denial. No additional materials may be submitted in connection with any appeal.

12.10 To the extent a Claim is submitted that is fraudulent or which contains materially false information or false supporting documentation as determined by the Settlement Administrator, the Claim will be denied in its entirety as invalid and the Settlement Class Member shall be disqualified from making any further Claim. Further, the Settlement Administrator shall report to the Court, the Parties, and the appropriate law enforcement authorities, any evidence of claims that are fraudulent or which include materially false information or false supporting documentation.

12.11 All Claims must be submitted by the Claim Deadline to be timely and all subsequent requests by the Settlement Administrator for additional information or documentation or authorizations must be provided in a reasonably prompt fashion to be timely.

12.12 All Claims will be subject to full audit by the Settlement Administrator. The Settlement Administrator initially shall conduct an audit of a sampling of up to 5% of the Claims. Thereafter, the Settlement Administrator shall audit an additional 10% of the Claims, unless the Settlement Administrator finds that 2% or more of the first audited claims were fraudulent (or the claimant fails to provide information requested by the Administrator to allow an audit to be conducted) in which case the Administrator shall conduct audits of more than 10% at his discretion or as may be directed by the Court.

12.13 Electrolux also may request that additional audits be conducted and/or seek a Court order requiring that additional audits be conducted.

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12.14 The Released Claims of Class Members who do not timely file valid Proof of Claim Forms as required herein, and substantially in the form of Exhibit B, are forever barred as specified in the Final Order and Judgment.

12.15 The Released Claims of Class Members who do not file a Claim or who fail to file a timely and complete Claim or who fail to file all necessary supporting documentation as required, are forever barred as specified in the Final Order and Judgment.

12.16 Plaintiffs' Counsel and Electrolux shall approve the form, content and methods of claims and document submission to the Settlement Administrator's website. If the Parties are unable to agree on any form, content or methods of claim processing and document submission (but not decisions regarding individual claims), the Parties agree to submit such issues to the Court or Special Master for final resolution, and no appeal may be taken from such disposition or resolution.

12.17 The Settlement Administrator shall provide reports to Plaintiff's Counsel and Electrolux regarding the implementation of the Notice Plan and the number, substance, and status of claims, claim audits, claim payments, and claim processing expenses, periodically and upon request. The Settlement Administrator shall not have any ex parte communications with either Plaintiffs' Counsel or Electrolux's representatives without the other being present (in person or telephonically).

13. INDEMNITY, LIENS AND TAXES

13.1 Electrolux agrees not to assert and waives any right to seek indemnity or other recovery (whether available to Electrolux by contract, equity or law) from any third-party payor, including but not limited to private insurers. Electrolux further waives any right of subrogation or any other right belonging to Electrolux to recover back any settlement amount paid or made available to any Settlement Class Member by virtue of its settlement with any other party. The amounts made available and paid to Settlement Class Members are free and clear of any encumbrances now held or later acquired by Electrolux.

13.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders. Plaintiffs and each Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Persons from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration for the release of the Released Claims by such Class Member.

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13.3 Plaintiffs and each Class Member on their own behalf, further understand and agree that each Class Member is responsible for any tax consequences to each such Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Member under the Settlement.

14. CONTINUING JURISDICTION

14.1 The Court shall retain jurisdiction over this Case, the Settlement Administrator, the Preliminary Settlement Agreement, the Final Order and Judgment, the Class Members, the Plaintiffs, and Electrolux for the purpose of administering, supervising, construing and enforcing the Settlement Agreement and the Final Order and Judgment.

15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

15.1 Counsel for the Settlement Class, and any other counsel with a basis to seek the payment of attorneys' fees and litigation expenses incurred in connection with this Class Settlement and the Litigation, may apply to the Court for an award of fees and expenses.

15.2 Subject to court approval, Electrolux agrees to pay (i) an amount up to three million three hundred thousand dollars (\$3,300,000.00) in the aggregate for the payment of all reasonable attorneys' fees awarded by the Court pursuant to Section 15.1, and (ii) an amount up to four hundred thousand dollars (\$400,000.00) in reasonable and documented litigation expenses incurred and awarded by the Court pursuant to Section 15.1.

15.3 Electrolux agrees not to oppose application(s) for fees and litigation expenses incurred in the Litigation that are consistent with that limitation. However, Electrolux reserves the right to oppose any application for fees and litigation expenses that is not for reasonable fees and expenses, not consistent with the above limitation, and to appeal any award of fees and litigation expenses that exceed that limitation. The payment of Class Notice and other administrative expenses of the Settlement pursuant to Section 11.5 of this Agreement are not included in the fees and litigation expenses subject to the limitation set forth in this Section 15. The actual award of fees and litigation expenses to Class Counsel or to any other counsel shall be made by the Court following an open and transparent process, including a hearing before the Court open to the public and all Class Members.

15.4 If the Court approves Class Counsels' application for reasonable attorneys' fees and expenses as a part of the Final Approval Order, Electrolux agrees to pay those approved fees and expenses up to the maximum amounts set forth in Sections 15.1 and 15.2 within fifteen (15) Business Days of the Effective Date. If the Effective Date does not occur, no fees and expenses will be paid to any Class Counsel or other counsel by Electrolux. If the Court

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awards reasonable attorneys' fees and expenses by separate order, Electrolux agrees to pay those approved fees and expenses up to the maximum amounts set forth in Sections 15.1 and 15.2 after the Effective Date and within fifteen (15) days of the order awarding attorneys' fees and expenses becoming final and no longer subject to any further appeals.

15.5 Electrolux is not responsible for any fees or expenses of any other counsel retained by Class Members. Class Members are solely responsible for such fees and expenses.

16. CLASS REPRESENTATIVES' SERVICE AWARDS

16.1 Class Counsel shall petition the Court for, and Electrolux would not oppose, a Class Representative Service Award in an amount of four thousand dollars (\$4,000) in the aggregate to the Grasso Plaintiffs in the *Grasso* lawsuit and four thousand dollars (\$4,000) to Plaintiff Robert Brown in the *Brown v. Electrolux* lawsuit in Georgia in recognition of their efforts on behalf of the Class. There shall only be a single service award for each washer (i.e., joint husband and wife plaintiffs shall only receive a single Service Award). Each of these Plaintiffs shall also be entitled to participate in the claims procedures described herein to the same extent as other Class Members. To the extent awarded by the Court, Electrolux will pay the Class Representative Service Awards up to the amounts set forth in this Section within fifteen (15) Business Days of the Effective Date.

17. RIGHTS OF WITHDRAWAL

17.1 If Electrolux, in accordance with the terms of a Confidential Supplemental Agreement, determines that the number of the Opt-Outs is unsatisfactory, Electrolux, in its sole option, shall have the right to withdraw from the settlement and terminate this Agreement in accordance with Section 17.2 below. In addition, if the Court does not approve the Settlement Agreement as submitted, it shall be terminated.

17.2 In the event that Electrolux wishes to exercise its right to terminate the Settlement Agreement under this Section 17 because the number of the Class Members who excluded themselves from the Settlement Class is unsatisfactory, Electrolux must notify the other Party in writing, within seven (7) days after receipt of the Settlement Administrator's final report on the number and identity of those Class Members who excluded themselves from the Settlement Class, of Electrolux's intention to withdraw from the settlement and terminate this Agreement.

17.3 In the event that this Settlement Agreement is not approved, as submitted, does not reach the Effective Date, or otherwise is terminated pursuant to the terms of this Agreement, the Parties will be restored to their respective positions in the Litigation as of the day preceding the date of this

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Agreement, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties, the Agreement or any of its terms will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement, including any order to certify the Class, will be vacated, *nunc pro tunc*, and the status of the Litigation shall be as it was prior to the execution of the Agreement.

18. COMMUNICATIONS REGARDING SETTLEMENT

18.1 The Parties shall exchange drafts prior to issuing any press release announcing the Settlement Agreement and shall only issue such press releases upon approval by the opposing party—and such approval shall not be unreasonably withheld. Any press release shall be limited to announcing the settlement and describing the terms thereof.

18.2 The Parties or their counsel may make additional disclosures to comply with applicable law or existing contract, or to obtain or defend approval of the Settlement or Application for Attorney's Fees and Expenses or to respond to any objection or appeal of Final Approval of the Settlement or Application for Attorney's Fees and Expenses. The Parties or their counsel may post the agreed-upon press release on their respective websites. Neither the Parties nor their counsel may make any other public statement regarding this Settlement Agreement or Application for Attorneys' Fees and Expenses, except (a) Class Counsel may, in response to press inquiries, direct the press to the press release or the Class Settlement Website, and may otherwise communicate with Class Members when contacted by Class Members regarding the substance of the Settlement or Application for Attorneys' Fees and Expenses, and (b) Electrolux or its outside counsel may, in response to press, investor, or analyst inquiries, direct them to any approved press release.

18.3 No Party, Class Counsel, or Electrolux's Counsel, or anyone else acting on behalf of any of them shall make any public statement disparaging any Party or their counsel, or this Settlement Agreement or any application for attorneys' fees and expenses complying with the terms of this Agreement.

19. OTHER OBLIGATIONS; MISCELLANEOUS

19.1 The Parties shall use their best efforts to perform all terms of this Agreement.

19.2 Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement, nor any negotiations leading to this Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any fault, omission, wrongdoing or liability of

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Electrolux in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. The Released Parties may file this Agreement and/or the Judgment in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19.3 All agreements made and orders entered during the course of this Case and the Related Actions relating to the confidentiality of information will survive this Agreement.

19.4 All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

19.5 This Agreement, including attached Exhibits, constitutes the entire Agreement by and among the Parties with regard to the subject matter of this Agreement, and shall supersede any previous agreements and understanding among the Parties with respect to the subject matter of this Agreement and the settlement.

19.6 This Agreement may not be modified or amended except in writing signed by all Parties.

19.7 Any notice, request, instruction, or other document to be given by any Party to this Agreement to any other Party to this Agreement, other than the Class Notice, shall be in writing and delivered by messenger or sent by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Plaintiffs and Class:

R. Brent Irby, Esq.
McCallum, Hoaglund, & Irby, LLP
905 Montgomery Highway,
Suite 201
Vestavia Hills AL 35216
Email: birby@mhcilaw.com

-and-

Edward Wallace, Esq.
Wexler Wallace
WEXLER WALLACE LLP
55 West Monroe Street, Suite 3300
Chicago, Illinois 60603
Email: eaw@wexlerwallace.com

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If to Electrolux:

John H. Beisner, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
Email: John.Beisner@skadden.com

19.8 All applications for Court approval or Court orders required under this Agreement shall be made on notice to all signatories of this Agreement.

19.9 This Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Agreement.

19.10 The provisions of this Agreement are not severable.

19.11 All the terms of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, except to the extent federal law applies.

19.12 All representations, warranties and covenants set forth in this Agreement shall be deemed continuing and shall survive the date of this Agreement, or termination or expiration of this Agreement.

19.13 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Agreement.

19.14 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement, provided that this Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

19.15 This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Electrolux Front-Loading Washer Settlement

IN WITNESS WHEREOF, the Parties have executed this Agreement and have caused this Agreement to be executed by putative Class Counsel.

PLAINTIFFS' REPRESENTATIVES on behalf of themselves and the putative Class

Dated: 10-5-17

s/Wendy Grasso
Wendy Grasso

Dated: 10-5-17

s/Nicholas Grasso
Nicholas Grasso

Dated: Oct. 5, 2017

s/Robert Brown
Robert Brown

PLAINTIFFS' COUNSEL

Dated: 10-4-2017

By: s/R. Brent Irby
R. Brent Irby, Esq.
McCallum, Hoaglund, & Irby, LLP
905 Montgomery Hwy, Suite 201
Vestavia Hills, AL 35216
Telephone: 205-545-8334

Dated: 10/4/2017

By: s/Edward Wallace
Edward Wallace
WEXLER WALLACE LLP
55 West Monroe Street, Suite 3300
Chicago, Illinois 60603
Telephone: 312-346-2222
Email: eaw@wexlerwallace.com

Dated: 10/03/2017

By: s/John A. Yanchunis
John A. Yanchunis
MORGAN & MORGAN
201 N. Franklin Street, 7th Floor
Tampa, FL 33602
Telephone: 813-223-5505
Email: jyanchunis@forthepeople.com

Electrolux Front-Loading Washer Settlement

Dated: 10-3-17

By: s/Gregory F. Coleman
Gregory F. Coleman, *pro hac vice*
GREG COLEMAN LAW PC
First Tennessee Plaza
800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929
Telephone: 865-247-0080
Email: greg@gregcolemanlaw.com

Dated: October 3, 2017

By: s/Lee W. Brigham
Lee W. Brigham
BELL & BRIGHAM
457 Greene Street
Augusta, Georgia 30903
Telephone: (706) 722-2014
Email: lee@bellbrigham.com

DEFENDANT:

ELECTROLUX HOME PRODUCTS, INC.

Dated: 10/6/2017

By: s/Nolan Pike
Nolan Pike
Senior Vice President, Product Line.
Electrolux Home Products, Inc.

Electrolux Front-Loading Washer Settlement

LIST OF EXHIBITS

- Exhibit A Proposed Preliminary Approval and Class Certification Order
- Exhibit B Proof of Claim Forms
- Exhibit B(1) Generic Claim Form;
- Exhibit B(2) Pre-Qualified Settlement Class Members
- Exhibit B(3) Identified Settlement Class Members
- Exhibit C List of Related Actions
- Exhibit D Appliance Options List
- Exhibit E Summary Notice of Proposed Class Certification and Proposed Settlement to be mailed and emailed to known addresses of Settlement Class Members (Pre-Qualified and Non-Pre-Qualified Mail Versions)
- Exhibit F Publication Version of Notice of Proposed Class Certification, Proposed Settlement of Class Action, Opportunity for Exclusion from Class, Deadline for Filing Claims within the Class, and Date of Court Hearing
- Exhibit G FAQ/OnLine/Upon Request Version of Notice of Proposed Class Certification, Proposed Settlement of Class Action, Opportunity for Exclusion from Class, Deadline for Filing Claims within the Class, and Date of Court Hearing
- Exhibit H Proposed Form of Final Order and Judgment

EXHIBIT A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**Wendy Grasso and Nicholas Grasso, on
behalf of themselves and all others similarly
situated,**

Plaintiffs,

v.

Electrolux Home Products, Inc.,

Defendant.

No. 8:16-cv-00911-CEH-TGW

Class Action

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY
AND APPROVAL OF NOTICE TO CLASS AND RELATED MATTERS**

On October ___, 2017, Plaintiffs Wendy Grasso and Nicholas Grasso and Robert Brown (collectively, “Plaintiffs” or “Class Representatives”), on behalf of themselves and the Settlement Class, as defined below, and Defendant Electrolux Home Products, Inc. (“Electrolux”) (Plaintiffs and Electrolux collectively, “the Parties”) executed a Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”). Pursuant to the Agreement, the Parties have moved for entry of an order granting preliminary approval to the settlement provided for in the Settlement Agreement (the “Settlement”) pursuant to Fed. R. Civ. Proc. Rule 23(a) and Rule 23(b)(3). All defined terms in this Order (i.e., all capitalized words or phrases) shall have the same definitions and meanings as those set forth in the Parties’ Settlement Agreement.

Having reviewed the Settlement Agreement and considered the Parties' submissions in support of preliminary approval of the Settlement, the Court now FINDS, CONCLUDES, AND ORDERS as follows:

I. CERTIFICATION OF THE SETTLEMENT CLASS

The Agreement settles all Released Claims, as defined below, that have been or could have been brought in the putative class-action Litigation and Related Actions. The Agreement provides for a nationwide class settlement of the Released Claims concerning certain models of high-efficiency front-load washing machines manufactured by Electrolux and sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names that are the subject of the Lawsuits. As a part of the Agreement, the Defendant is not objecting to the certification of the Class for Settlement Purposes Only ("Settlement Class").

A. The Court has considered (1) allegations, information, arguments, and authorities provided by the Parties in connection with pleadings and motions previously filed by each of them in this case; (2) information, arguments, and authorities provided by parties in their memoranda submitted in support of the joint motion for entry of an order granting preliminary approval to the Settlement; (3) Defendant's decision to not object for the purpose of the Settlement to certification of the Settlement Class specified in the Settlement Agreement; (4) the terms of the Settlement Agreement including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and (5) the Settlement's elimination of any potential manageability issues, ascertainability issues, and individualized issues of fact and law that could have had a bearing on the certification of a nationwide class for trial. Based on those considerations, the Court reviewed the required factors for class

Exhibit A to Electrolux Settlement Agreement

certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and makes the following findings.

1. The Settlement Class is ascertainable. The class is defined solely with reference to objective criteria. It is administratively feasible to determine class membership (assuming, arguendo, that ascertainability includes this requirement).

2. From 2004 through 2011, Electrolux manufactured thousands of high-efficiency front-load washing machines (including 3.1, 3.5, and 4+ platforms) sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names (“Class Washers”), identified by model numbers in the Settlement Agreement that were sold to, acquired by, or received as a gift by persons nationwide. These numbers readily satisfy the numerosity requirement of Rule 23(a).

3. There are questions of law and fact common to all members of the Settlement Class based on Electrolux’s manufacture and sale of Class Washers. Such questions include, but are not limited to, the following:

a. Whether the Class Washers contained one or more design defects that caused the Class Washers to not adequately self-clean themselves of laundry residue and to build up mold or bacteria inside the Washers, resulting in bad odors and ruined laundry; and

b. Whether Plaintiffs and the members of the Settlement Class can recover damages based on the alleged self-cleaning defects.

4. The Class Representatives’ claims are typical of the Settlement Class. Class Representatives are members of the Settlement Class and allege that they have been damaged by the same conduct of Defendant that they allege has damaged other members

Exhibit A to Electrolux Settlement Agreement

of the Settlement Class. Class Representatives' claims are not in conflict with or antagonistic to the claims of the Settlement Class as a whole. The claims of Class Representatives and other members of the Settlement Class are based upon corresponding theories.

5. Class Representatives can fairly, fully, and adequately protect the interests of the Settlement Class. Plaintiffs' counsel are experienced in prosecuting complex class-action litigation, and Class Representatives and Class Counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement Class.

6. Questions of law and fact common to all members of the Settlement Class predominate over any questions affecting only individual members for settlement purposes.

7. A nationwide class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

B. For the purpose of determining whether the terms of the Settlement are fair, reasonable, and adequate, the Court certifies the following Settlement Class pursuant to Fed R. Civ. Proc. Rules 23(a) and 23(b)(3) for settlement purposes only:

All individual consumers who between January 1, 2004, and December 31, 2011, purchased a "Class Washer" (as defined below) in the United States.

The term "purchased" shall include the acquisition of a Class Washer by (i) payment of consideration for said Class Washer, (ii) as part of the purchase or remodel of a home, or (iii) receiving a Class Washer as a gift prior to its first use.

Excluded from the Settlement Class are (a) officers, directors, and employees of Electrolux or its parents or subsidiaries, (b) insurers of members of the Settlement Class, (c) any entity purporting to be a subrogee of a member of the Settlement Class, (d) all third-party issuers or providers of extended warranties or service contracts for Class Washers, (e) persons who previously settled and released their claims against Electrolux with respect to the front-loading washing machines that

Exhibit A to Electrolux Settlement Agreement

are the subject of this Settlement, (f) the Court overseeing the proposed settlement and the Court's immediate family, and (g) those individuals who timely and validly exclude themselves from the Class by means of the Opt Out Procedure.

“Class Washer” means any new and previously unused high-efficiency front-load washing machine manufactured by Electrolux (including 3.1, 3.5, and 4+ platforms) and sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names.

C. The Court appoints Plaintiffs Wendy Grasso and Nicholas Grasso as the Class Representatives of the Settlement Class.

D. The Court appoints Edward Wallace of Wexler Wallace LLP and R. Brent Irby, Esq. of the law firm of McCallum, Hoaglund, & Irby, LLP as Lead Class Counsel for the Settlement Class.

E. If for any reason the Settlement Agreement ultimately does not become effective, Defendant's conditional decision to not object to the certification of the Settlement Class shall be null and void in its entirety; this Order certifying a nationwide class shall be vacated; the Parties shall return to their respective positions in the Lawsuits as those positions existed immediately before the Parties executed the Settlement Agreement; and nothing stated in the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action or proceeding of any kind.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

A. Defendant has at all times disputed, and continues to dispute, Plaintiffs' allegations in the Lawsuits, denies any liability for any of the claims that have or could have been alleged by Plaintiffs or other members of the Settlement Class, and maintains that the Class Washers are free of defects.

Exhibit A to Electrolux Settlement Agreement

B. The Settlement requires Electrolux to provide specified compensation to each Class Member who meets certain eligibility requirements and who timely submits a valid, complete Claim Form, with or without specified supporting documentation depending on the Class Members' repair and complaint history, all as defined and set forth in the Settlement Agreement. All Class Members are entitled to make a claim for a 5% cash rebate off the purchase price of certain new Electrolux-built washing machine, dryer, or washer-dryer combo models, regardless whether they experienced persistent bad odors and/or mold growth problems inside their Class Washer. All Class Members who experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside their Class Washer within 5 years after purchase are entitled to make a claim for one of the following enhanced benefits: (a) a \$50 cash payment; (b) a 20% cash rebate off the purchase price of certain new Electrolux-built washing machine or dryer models; or (c) a cash reimbursement payment, up to \$500, for the amount of out-of-pocket expenses Class Members can establish through sufficient documentary proof they incurred to service or replace a Class Washer, or to replace garments or fabrics (up to \$150 as part of \$500 limit), due to persistent bad odors and/or mold growth problems inside the Washer.

C. On a preliminary basis, therefore, taking into account (1) the defenses asserted by Defendant and that a jury verdict in favor of the washing machine manufacturer in a similar case involving a different manufacturer occurred in the 2014 bellwether trial in *Glazer v. Whirlpool*, (2) the risks to the members of the Settlement Class that Electrolux would successfully defend against claims arising out of the facts and legal theories pled and asserted in this case, whether litigated by members of the Settlement Class themselves or on their behalf in a class action, and (3) the length of time that would be required for members of the Settlement Class, or any group of members of the Settlement Class, to obtain a final judgment through one or more additional

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trials and appeals, the Settlement appears fair, reasonable, and adequate. Moreover, the Parties have reached the Settlement after nine years of exhaustive litigation, including: written discovery; the production of over 100,000 pages of documents by Defendant; numerous facts and expert depositions; numerous inspections of Plaintiffs' and Class Members' washing machines; disclosure of numerous comprehensive expert reports on liability and damages issues; conducting numerous court hearings in this and related actions; motion practice, and engaging in arms-length settlement negotiations over the course of several months. For all these reasons, the Settlement falls within the appropriate range of possible approval and does not appear in any way to be the product of collusion.

D. Accordingly, it is ORDERED and ADJUDGED that the Settlement Agreement is preliminarily approved.

III. APPROVAL OF THE FAQ/ONLINE/MAILED/EMAILED FORM OF NOTICE, THE PUBLICATION NOTICE, THE CLAIM FORM, AND THE PLANS FOR DISTRIBUTION AND DISSEMINATION OF THE SETTLEMENT NOTICES

A. As provided for in the Settlement Agreement, the Parties have submitted: (i) a separate, proposed summary settlement notice for Pre-Qualified and Non-Prequalified Settlement Class Members, as appropriate, ("Summary Notice") to be mailed to the last known address of Settlement Class Members for whom Electrolux has an address reasonably available in its possession, a copies of which are attached to the Settlement Agreement as Exhibit E; (ii) a plan for distributing the Summary Notice to the Settlement Class Members by email for whom Electrolux has an email address reasonably available in its possession; (ii) a proposed Publication Notice, a copy of which is attached to the Settlement Agreement as Exhibit F; (iii) a plan for the Publication Notice's publication in print periodicals and on websites and via digital media to provide additional notice to the Settlement Class; (iv) a proposed long-form settlement

Exhibit A to Electrolux Settlement Agreement

notice in the form of Frequently Asked Questions and Answers or a "FAQ Notice," a copy of which is attached to the Settlement Agreement as Exhibit G, which will be published on the Settlement Website and mailed or emailed to those Class Members who request a hardcopy; (v) a proposed Claim Form for the cash payment and rebate certificate option as Settlement benefits; (vi) a plan for allowing Class Members to file Claim Forms by email, U.S. Mail, or the Settlement Website and for mailing a Claim Form to other Class Members who contact the Settlement Administrator by telephone, mail, or email requesting a Claim Form be sent to them; and (vii) a plan for establishing a Settlement Website, with the FAQ Notice and other information and documents that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including Claim Forms, a copy of the FAQ Notice, information relating to relevant deadlines, a complete copy of the Settlement Agreement, and orders of the Court. All Notices and the Claim Forms will be available in an English language format and, upon request, the long form FAQ notice and Claim Forms in a Spanish language format.

B. The standard for the adequacy of a settlement notice in a class action is measured by reasonableness. See Fed.R.Civ.P. 23(e). In this Circuit, Rule 23 has been interpreted "to require that class members be given `information reasonably necessary to make a decision [whether] to remain a class member and be bound by the final judgment or opt out of the action,' though the notice need not include `every material fact' or be `overly detailed.'" *Faught v. American Home Shield Corp.*, 668 F.3d 1233, 1239 (11th Cir. 2011) (quoting *In re Nissan Motor Corp. Antitrust Litigation*, 552 F.2d 1088, 1104-1105 (5th Cir. 1977)).

C. The proposed plan for distributing and publishing the Summary Notice, FAQ Notice, Publication Notice, Claim Form, and establishing the Settlement Website appears reasonably likely to notify members of the Settlement Class of the Settlement, and there appears

Exhibit A to Electrolux Settlement Agreement

to be no additional mode of distribution that would be reasonably likely to notify members of the Settlement Class who will not receive notice pursuant to the proposed distribution plans. The proposed plan also satisfies the notice requirements of Federal Rule of Civil Procedure 23(e) and all applicable federal law.

D. The Summary Notice, FAQ Notice, Publication Notice, and Settlement Website will fairly, accurately, and reasonably inform members of the Settlement Class of (1) appropriate information about the nature of this litigation and the essential terms of the Settlement Agreement; (2) appropriate information about how to obtain additional information regarding this matter and the Settlement Agreement; (3) appropriate information about, and means for obtaining, a Claim Form; (4) appropriate information about, and means for submitting, a Claim Form for compensation under the Settlement; and (5) appropriate information about how to challenge, or exclude themselves from, the Settlement, if they wish to do so. The Settlement notices and Settlement Website also fairly and adequately inform members of the Settlement Class that failure to complete and submit a claim in the manner and time specified in the notices, Settlement Website, and Claim Form shall constitute a waiver of any right to obtain any compensation or benefit under the Settlement. The notices and Settlement Website also fairly and adequately inform members of the Settlement Class that if they do not comply with the specified procedures and the deadline for objections, they will lose any opportunity to have any objection considered at the Fairness Hearing or otherwise to contest certification of the Settlement Class or approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

E. The proposed Claim Forms provided for in the Settlement Agreement fairly, accurately, and reasonably inform members of the Settlement Class of (1) appropriate

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information about the nature of the litigation and the essential terms of the Settlement Agreement; (2) appropriate information about, and means for, submitting a claim for compensation under the Settlement; and (3) the fact that failure to complete and submit a Claim Form, in the manner and time specified in the notices, Settlement Website, and Claim Form, shall constitute a waiver of any right to obtain any compensation under the Settlement. The proposed plan for publishing the Claim Form on the Settlement Website and for mailing or emailing the Claim Form to Settlement Class Members who contact the Settlement Administrator by telephone, mail, or email requesting a Claim Form be sent to them is fair and reasonable.

F. The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

Accordingly, the Court ORDERS as follows:

1. The form and content of the proposed Summary Notices, FAQ Notice, Publication Notice, and Claim Form are approved.
2. Promptly following the entry of this Order, the Parties and Settlement Administrator shall prepare final versions of (i) the Summary Notice, (ii) FAQ Notice, (iii) Publication Notice, and (iv) Claim Form, incorporating into each of them the Fairness Hearing date and deadlines set forth in Part IV of this Order.
3. Within ____ days after the Court's entry of this Order, the Settlement Administrator and Electrolux will file or cause to be filed with the Court a declaration of

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compliance with this plan of notice, including a statement of the number of persons to whom the Summary Notice was mailed.

4. The Court appoints Angeion Group as Settlement Administrator.

5. The Settlement Administrator shall perform the following functions in accordance with the Settlement Agreement, this Order, and subsequent orders that may be entered by this Court in this case:

a. Within 45 days after entry of this Order, mail and email a Summary Notice to each last known address of record for identifiable Settlement Class Members.

b. Perform a national change of address search and forward notices that are returned by the U.S. Postal Service with a forwarding address;

c. Create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including Claim Forms, a copy of the FAQ Notice, and information relating to relevant deadlines;

d. At approximately the same time as the Settlement Administrator mails and emails the Settlement Notice, cause to be published the Publication Notice according to the proposed notice plan, including through the use of digital media;

e. Accept online/electronic, as well as paper, Claim Forms;

f. Allow Settlement Class Members to electronically submit documents supporting their Claim Forms;

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g. Receive, evaluate, and either approve completed Claim Forms as meeting the requirements of the Settlement Agreement or disapprove as failing to meet those requirements sent by Persons seeking to receive compensation;

h. No later than 30 days before mailing notices of Claim Denial, provide to Defendant's lead counsel and Class Counsel: (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims, by category of benefit; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Class Counsel shall then have an opportunity to review the Notices of Claim Denial and request a meet and confer with Defendant's counsel should they decide to challenge any of the Notices of Claim Denial; in the event Class Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the claimant until Class Counsel and Defendant's counsel meet and confer to arrive at a resolution;

i. Send, by email or first class or priority United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial;

j. Process requests for exclusion from the Settlement;

k. Forward any objections to the Settlement received by the Settlement Administrator to Class Counsel and Defendant's counsel;

Exhibit A to Electrolux Settlement Agreement

l. Provide to Class Counsel and Defendant's counsel periodic status reports regarding claims; and

m. Within 30 days after the payment of all Valid Claims by the Settlement Administrator, provide to Defendant's counsel and Class Counsel a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Class Members (in total and by category of benefit).

IV. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

A. Fairness Hearing

The Court schedules, for _____ at _____ p.m. EST [at least 90 days after date of this Order], a Fairness Hearing at the Sam M. Gibbons U.S. Courthouse, 801 North Florida Avenue, Tampa, FL 33602, Courtroom 13A, to determine whether the certification of the Settlement Class, the appointments of Class Representatives, the appointment of Class Counsel, the Settlement Agreement, and the Settlement should receive final approval. At that time, the Court will consider any request that may be made by Class Counsel for an award of attorney fees and reimbursement of litigation expenses to Class Counsel and for service awards to each Plaintiff, all in accordance with the terms of the Settlement Agreement. The Parties shall file their motions for final approval of the Settlement and any briefs in support of such motions on or before _____.

B. Deadline for Members of the Settlement Class to Request Exclusion from the Settlement

Members of the Settlement Class who wish to be excluded from the Settlement must mail or email their requests for exclusion to the Settlement Administrator by first-class or priority United States Mail, postmarked by the United States Postal Service, no later than sixty (60) days after the Class Notice Commencement Date, which is the first day the Settlement Website containing the FAQ Notice is accessible on the internet (“Opt-Out Deadline”).

C. Deadline for Filing Objections to Matters to Be Heard at the Fairness Hearing and for Filing Requests to Appear and Present Argument or Evidence

All objections to certification of the Settlement Class, the designation of Plaintiffs as Class Representatives, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or the amount of fees and expenses that Class Counsel may apply for at the Fairness Hearing, shall be made in writing in accordance with the terms of the Settlement Agreement and, no later than sixty (60) days after the Class Notice Commencement Date, filed with or mailed to Clerk of the Court, United States District Court, Middle District of Florida, Tampa Division, 801 North Florida Avenue, Tampa, FL 33602. All objections must be filed with the Clerk of the Court and served on counsel for the Parties and received in writing or postmarked no later than sixty (60) days after the Class Notice Commencement Date (“Objection Deadline”). Any papers not submitted in the manner and time set forth in the Settlement Agreement and notice will not be considered at the Fairness Hearing, and all objections not made in the prescribed manner and time shall be deemed waived. Responses to objections shall be filed five (5) days before the Fairness Hearing, unless otherwise permitted by the Court.

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All persons wishing to appear at the Fairness Hearing, either in person or by counsel, for the purpose of objecting to any aspect of the certification of the Settlement Class, the designation of Class Representatives as representatives of the Settlement Class, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or the amount of attorney fees and expenses or service awards that Class Counsel apply for, must mail to the Court, no later than sixty (60) days after the Class Notice Commencement Date, a notice of their intention to appear setting forth the basis of their objections and summarizing the nature and source of any evidence they intend to present at the Fairness Hearing, all in accordance with the terms of the Settlement Agreement and notice..

D. Deadline for Submitting Claim Forms

Class members will have 120 days from the Class Notice Commencement Date to submit a Claim Form for any of the benefits available under the Settlement.

V. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND FOR SERVICE AWARDS TO PLAINTIFFS

Within 60 days after entry of this Order, Class Counsel will move the Court for entry of a separate order approving attorney fees and reimbursement of litigation expenses to Class Counsel to be determined by the Court. Class Counsel also will move the Court to approve service awards to certain Class Representatives. Electrolux shall pay any attorneys' fee and expense awards to Class Counsel and any service awards to Class Representatives in accordance with the terms of the Settlement Agreement. Electrolux's payment of attorney fees, expenses, and service awards to Class Counsel and Class Representatives shall be wholly separate from, and in addition to, Electrolux's payment of Settlement benefits to Class Members.

VI. ABSENCE OF ANY ADMISSION; DENIAL OF ANY WRONGFUL ACT OR OMISSION AND OF ANY LIABILITY

The Parties entered into the Settlement Agreement solely for the purpose of compromising and settling disputed claims. Defendant has at all times denied, and continues to deny, any wrongful act or omission alleged by Plaintiffs in this action and any liability of any sort to Plaintiffs or any member of the Settlement Class. Nothing contained in the Settlement Agreement, in the documents relating to the Settlement Agreement, or in this Order shall be construed, deemed, or offered as an admission by any of the Parties, or by any member of the Settlement Class, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity.

IT IS SO ORDERED.

Dated: _____

Charlene Edwards Honeywell
United States District Judge

EXHIBIT B

Your claim must be postmarked by: [DATE]

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form -- PART ONE**

**ELX-GN
PART ONE**

SECTION A: NAME AND CONTACT INFORMATION - GENERIC CLAIM FORM

Provide your name and contact information below. It is your responsibility to notify the Claims Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Please enter your Claim # and Confirmation Code if you received a Notice by mail or email.

SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER

Provide the Model # of Class Washer

Provide the Serial # of Class Washer

Purchase Date:

MONTH

YEAR

Note: To locate the model and serial #, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. Attach any required proof of ownership.

1	Did you in the United States purchase, receive as a gift, or acquire as part of the purchase or remodeling of a home, a new previously unused Class Washer (see Electrolux settlement website for list of brands and models possibly eligible for settlement benefits) during the period from January 1, 2004 through December 31, 2011? <i>Note: To locate the model and serial numbers, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. (If you answered No to this question, STOP, you are not entitled to any compensation or benefit under this Settlement and are not a member of the Settlement Class.)</i>	Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Was your front-loading Class Washer for personal/household use?	Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Have you previously received from Electrolux or a retailer either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Class Washer for a new washing machine of any model?	Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Have you previously received from Electrolux or a retailer any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer's purchase price, a gift of a new product, a discount off the regular price of a new washing machine or any other product that you redeemed)?	Question 4: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the dollar amount of the benefit: \$ _____

5	Within five years after purchasing your Class Washer, did you experience persistent (more than one time) mold, mildew, or Odor Issues inside your Class Washer and take steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean your Class Washer to remove persistent mold, mildew or eliminate an Odor Issue or contacting a servicer for advice or a repair?	Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/>
6	<p>If you answered “NO” to Question 5, you are eligible to make a claim for a 5% rebate off the purchase of a new Electrolux-manufactured appliance on the Appliance Options List. Please check the “Yes” box for Question 6 to confirm that you elect to receive the 5% Rebate, then proceed to Section D to sign and complete your claim.</p> <p>If you answered “YES” to Question 5, please check the “No” box for question 6, and proceed to Question 7 below to sign and date the Attestation.</p>	Question 6: Yes <input type="checkbox"/> No <input type="checkbox"/>
7	<p>ATTESTATION: I attest under oath that within five years after purchasing my Class Washer, I experienced persistent (that is, more than one time) mold, mildew, or Odor Issues inside my Class Washer, and that I took steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean my Class Washer to remove mold, mildew or Odor Issues, or contacting a third-party servicer for advice or a repair.</p> <p>_____</p> <p>Signature Date</p>	After Signing to the left, PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION

SECTION C: SETTLEMENT BENEFIT SELECTION FOR CLAIMANTS WHO EXPERIENCED MOLD, MILDEW, OR ODOR ISSUES INSIDE THEIR CLASS WASHER WITHIN 5 YEARS OF PURCHASE

NOTE: IF YOU **DID NOT** EXPERIENCE MOLD, MILDEW OR ODOR ISSUES INSIDE YOUR CLASS WASHER WITHIN 5 YEARS OF PURCHASE, YOU ARE ONLY ELIGIBLE TO RECEIVE A 5% REBATE AND ARE NOT ELIGIBLE TO RECEIVE ONE OF THE BELOW BENEFITS. PLEASE PROCEED DIRECTLY TO THE CERTIFICATION SECTION.

Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (Select one):

- (1) **\$50 Cash Payment** In the form of a check.
- OR**
- (2) **20% Rebate Certificate** Toward the purchase of a new eligible Electrolux-manufactured appliance on the Appliance Options List (see Class Notice or www.[WEBSITE].com for details and restrictions)
- OR**
- (3) **Reimbursement of Out-of-Pocket Expenses** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer or damaged garments/fabrics (subject also to \$150 garment sublimit) due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer, You **MUST** complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here: _____.

SECTION D: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement): I affirm that all information provided in Part One of this Claim Form is true and accurate.

Signature	Date	Phone Number
Print Name	E-Mail Address	

IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM WITH ANY REQUIRED DOCUMENTATION.

PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.

**REIMBURSEMENT
OF
EXPENSES FORM**

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form -- PART TWO**

**ELX -GN
PART TWO**

PART TWO – REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent mold, mildew and/or Odor Issues inside your Washer, you must complete this Part Two of the Claim Form and Electrolux will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, and/or damaged garments or fabrics (reimbursement for damaged garments and fabrics also is subject to a \$150 sub-limit that counts against the \$500 aggregate limit for all reimbursement expenses).

SERVICE EXPENSES

1	On or before December 31, 2016, did you incur out-of-pocket expenses to service your Class Washer due to persistent (more than one time) mold, mildew and/or Odor Issues (as defined in Settlement Agreement and on website) inside your Class Washer?	Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Do you have documentation showing the amount of expenses you incurred to service your Class Washer due to persistent mold, mildew, and/or Odor Issues? Sufficient documentation for Question 2 includes, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Washer cleaners, and other service expenses incurred due to persistent mold, mildew and/or Odor Issues. To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or an Odor Issue must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.	Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/>
3	What was the total amount of the documented expenses you incurred on or before December 31, 2016 to service your Class Washer due to persistent mold, mildew and/or Odor Issues?	Question 3: \$ _____

If you answered “NO” to Questions 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered “YES” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Class Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the aggregate \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent mold, mildew and/or Odor Issues inside your Class Washer.

REPLACEMENT EXPENSES

4	On or before December 31, 2016, did you incur out-of-pocket expenses to replace your Class Washer damaged due to persistent mold, mildew and/or Odor Issues inside your Class	Question 4:
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	Washer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Do you have documentation showing the amount of expenses you incurred to replace your Class Washer due to persistent mold, mildew, or Odor Issue with your Class Washer? Examples of sufficient documentation for Question 5 include, but are not limited to, receipts, photos, and attestations that support the validity and amount of this claim, subject to the aggregate limit. To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.	Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Electrolux, or a receipt for purchase of washing machine cleaner—regarding mold, mildew, or Odor Issues?	Question 6: Yes <input type="checkbox"/> No <input type="checkbox"/>
7	If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold, mildew or Odor Issues in your Class Washer? Documentation for Question 7 includes, but are not limited to, checks, credit card statements, service tickets records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold, mildew or Odor Issues with your Class Washer. Your first documented service call, complaint, or problem with mold, mildew or an Odor Issue must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form to be eligible for reimbursement.	Question 7: Yes <input type="checkbox"/> No <input type="checkbox"/>
8	What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent mold, mildew or Odor Issues?	Question 8: \$ _____

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

DAMAGED GARMENTS / FABRIC REIMBURSEMENT EXPENSES

Claimants for garment/fabric material replacement expenses incurred within five years of purchase of the Class Washer must additionally provide sufficient contemporaneous documentary proof to show that he/she paid the replacement expenses within five years of the purchase of the Class Washer to replace garments and/or other fabric materials damaged due to a persistent mold, mildew, and/or Odor Issues with the Class Washer (e.g., photos, attestations, receipts) in the amount claimed.

No claim for garment/fabric material replacement expenses may exceed \$150, and any amount awarded for garment/material replacement expenses shall count against the \$500 aggregate limit for all reimbursement claims under PART TWO.

9	Did you experienced a mold, mildew, and/or Odor Issue with your Class Washer within five years after purchase of the Class Washer and pay out-of-pocket expenses within five years after its purchase to replace garments or other fabrics damaged due to the mold, mildew or Odor Issue with your Class Washer?	Question 9: Yes <input type="checkbox"/> No <input type="checkbox"/>
10	If you answered “YES” to Question 9, do you have documentation showing that contemporaneously with the mold, mildew, or Odor Issue that allegedly damaged the garments and/or other fabric materials, You had at least three (3) incidents of mold, mildew, and/or Odor Issue in your Class Washer for which you made a complaint, service call or self-remedying attempt regarding the mold, mildew or Odor Issue (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or a combination of documents showing repeated mold, mildew, or Odor Issues) in your Class Washer within five years of purchase?	Question 10: Yes <input type="checkbox"/> No <input type="checkbox"/>

If you answered “NO” to either Question 9 or 10, you are not entitled to reimbursement for damaged garments or fabrics.

If you answered “YES” to both Questions 9 and 10, you must submit the required documentation, including but not limited to receipts for the out-of-pocket expenses for replacing garments and/or other fabric materials damaged by the persistent mold, mildew or Odor Issue in your Class Washer.

11	Total amount of documented expenses claimed for reimbursement of damaged garments and/or other fabric materials due to persistent mold, mildew or Odor Issue in Class Washer?	Question 11: \$ _____
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No out-of-pocket expenses of any type (service, repair, or replacement of Class Washer or damaged garments or other fabric materials) incurred after five years after purchase of the Class Washer will be reimbursed under this Settlement.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (at info@[WEBSITE].com) or mail to the Settlement Administrator both Parts One and Two of this Claim Form and copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at www.WEBSITE.com and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement): I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate under penalty of perjury.

Signature

Date

Phone Number

Print Name

E-Mail Address

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form Instructions-- GENERIC CLAIM FORM**

**ELX -GN
Instructions**

Instructions for Completing the Enclosed Claim Form

If you believe you are a Class Member in a settlement involving alleged mold, mildew and/or Odor Issues (defined in Settlement Agreement at [(www.WEBSITE.com)]) related to a high-efficiency front load washing machine manufactured by Electrolux (including 3.1, 3.5 and 4+ platforms) and sold under the brand names Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore and purchased new between January 1, 2004 and December 31, 2011 (“Class Washer”) and you wish to apply for a settlement benefit, you must complete this Claim Form.

WEB: Visit the Settlement website at: [www.\[WEBSITE\].com](http://www.[WEBSITE].com) and submit your claim online.

MAIL: Electrolux Front Load Washer Settlement
[Address]
[City, State, Zip]

If you submit your claim form online, you must do so on or before [DATE]. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than [DATE].

If you are deemed to be a Class Member who has submitted a valid claim, you may be eligible to make a claim for **ONE** of the following benefits:

1. If you did not experience persistent mold, mildew and/or Odor Issues (as defined in Settlement Agreement or on website) inside your Class Washer within five (5) years of its purchase new, you are eligible for a 5% rebate off the purchase of a new Electrolux-manufactured appliance identified on the Appliance Option List.
2. If you experienced mold, mildew, and/or Odor Issues with your Class Washer within five (5) years of its purchase new, you are eligible for one of the following benefits (2A, 2B or 3):
 - A. Cash payment of \$50; **OR**
 - B. 20% cash rebate on the purchase of a new Electrolux-manufactured appliance identified on the Appliance Options List;

OR

3. If you experienced persistent (more than one time) mold, mildew and/or Odor Issue inside your Class Washer within five (5) years of your purchase and you also paid documented out-of-pocket expenses to repair and/or replace your Class Washer or to replace garments or other fabric materials due to mold, mildew and/or Odor Issues with your Class Washer within five (5) years of your purchase, you are eligible to choose reimbursement of up to \$500 in the aggregate (also subject to a \$150 damaged garments/fabric sub-limit that counts against the aggregate limit) of documented out-of-pocket expenses incurred to service or replace a Class Washer or replace damaged garments/fabrics due to persistent mold, mildew and/or Odor Issues.

YOU MAY ONLY SELECT ONE OF THESE BENEFITS.

If you wish to select # 1 OR # 2:

If you wish to select the 5% rebate because you bought or acquired a new Class Washer but did not experience persistent mold, mildew, and/or Odor Issues, or if you wish to submit a claim for a \$50 cash payment or a 20% cash rebate because you experienced persistent mold, mildew and/or Odor Issues in your Class Washer, you only need to complete PART ONE of the Claim Form (pages 3 and 4) and include any required documentation or photographs for your claim (do not complete or return PART TWO).

If you wish to select # 3:

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer or seek reimbursement for damaged garments or fabrics due to mold, mildew or Odor Issues (subject to aggregate limit and sublimit), you must (1) complete this entire Claim Form (pages 3 through 6); and (2) be sure to attach copies of all documentation and photographs required by PART TWO.

A separate Claim Form must be completed for each Class Washer. Only one (1) Claim Form per Class Washer allowed. If you have questions about this form, please visit the website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), or contact the Claims Administrator via email: [info@\[WEBSITE\].com](mailto:info@[WEBSITE].com) or toll-free at [Number]. Your claim must be submitted online or postmarked no later than [DATE].

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Complete all fields in Part One, Section A (Name and Contact Information) of this Claim Form.
2. Provide the Model Number, Serial Number and Purchase Date of your Washer and answer all of the questions in the Washer information section. Include photographs or other required documentation.
3. In Part One, Section C, select only one settlement compensation option (a 5% rebate **OR** a \$50 check, **OR** a 20% rebate, **OR** Reimbursement of expenses). If you answered No to PART ONE, Question 5, you are not eligible to receive one of the settlement benefits listed in Section C, and are only eligible to receive a 5% rebate certificate.
4. If you are a Pre-qualified Settlement Class Member because you made a previous warranty claim or service complaint to Electrolux about mold, mildew or an Odor Issue in your Class Washer within five (5) years of purchase (and Electrolux has a record of it) and you select the \$50 Check or the 20% Rebate option, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you are a Class Member who did NOT have mold, mildew or Odor Issues with your Class Washer within five (5) years of purchase and wish to make a claim for a 5% Rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
6. If you did have mold, mildew, and/or Odor Issues in your Class Washer within five (5) years of purchase but Did Not make a previous warranty or service complaint to Electrolux in that period (Non-Pre-Qualified) and you select the \$50 Check or 20% Rebate option, you need to complete PART ONE of the Claim Form. You MUST sign the Attestation in PART ONE, Question 7 **and** include the required documentation.
7. If you select the Reimbursement of Expenses option (# 3), you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation to prove the service and/or replacement expenses you incurred.
8. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4).
9. If you have selected the Reimbursement of Expenses option (#3), sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form Instructions — PRE-QUALIFIED**

ELX-PQ
Instructions

Instructions for Completing the Enclosed Claim Form

You have been identified as a "Pre-Qualified" Class Member in a settlement involving alleged mold, mildew and/or Odor Issues (defined in Settlement Agreement at [www.WEBSITE.com]) related to a high-efficiency front load washing machine manufactured by Electrolux (including 3.1, 3.5 and 4+ platforms) and sold under the brand names Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore and purchased new between January 1, 2004 and December 31, 2011 ("Class Washer"). If you wish to apply for a settlement benefit, you must complete this Claim Form.

WEB: Visit the Settlement website at: www.[WEBSITE].com and submit your claim online.

MAIL: Electrolux Front Load Washer Settlement
[Address]
[City, State, Zip]

If you submit your claim form online, you must do so on or before [DATE]. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than [DATE].

Our records indicate that you reported to Electrolux, a mold, mildew and/or Odor Issues inside your Class Washer within 5 years after it was purchased. If this is accurate, you are eligible to make a claim for **ONE** of the following benefits:

1. Cash payment of \$50; **OR**
2. 20% cash rebate on the purchase of a new Electrolux-manufactured appliance identified on the Appliance Options List; **OR**
3. If you experienced persistent (more than one time) mold, mildew and/or Odor Issue inside your Class Washer within five (5) years of your purchase and you also paid documented out-of-pocket expenses to repair and/or replace your Class Washer or to replace garments or other fabric materials replace due to mold, mildew or Odor Issues with your Class Washer within five (5) years of your purchase, you are eligible to choose reimbursement of up to \$500 in the aggregate (including up to \$150 damaged garments/fabric sub-limit) of documented out-of-pocket expenses incurred to service or replace a Class Washer or replace damaged garments/fabrics due to persistent mold, mildew and/or Odor Issues.

YOU MAY ONLY SELECT ONE OF THESE THREE BENEFITS.

If you wish to select # 1 OR # 2:

If you wish to submit a claim for a \$50 cash payment or a 20% cash rebate, you only need to complete PART ONE of the Claim Form (pages 3 and 4), and no documentation is required with your claim (do not complete or return PART TWO).

If you wish to select # 3:

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer and/or for qualified damaged garment and/or fabric materials (all of which are subject to the aggregate limit of \$500 and the garment/fabric \$150 sub-limit that counts against the aggregate limit), you must (1) complete this entire Claim Form (pages 3 through 6); and (2) attach copies of all documents required by PART TWO.

If the Serial # pre-printed in Part One of this Claim Form is not the Serial # for your Class Washer and you wish to file a claim for a different Serial #, you may file a Claim Form by visiting the Settlement website to either (1) file your claim online; or (2) print a blank Claim Form. Alternatively, you can email _____@_____.com or call (xxx)

xxx-xxx to request a blank Claim Form. If the Serial # is not pre-printed in Section A, you do not need to provide it because it has been determined that you are a Pre-Qualified Class Member.

If the pre-printed name in Part One of the Claim Form is not correct (e.g. it is not you, the name is incorrectly spelled, your name has changed, etc.) please indicate the correction in the correction box to the right of the pre-printed name and address in Section A. Provide a copy of a valid driver's license or government issued ID with your name on it. You may be asked to provide additional documentation to explain the name change.

If the pre-printed name in Part One of the Claim Form is that of a deceased person, and you are the legal heir/beneficiary, in the correction box to the right of the pre-printed name and address in Section A, please state that the Class member is deceased and provide your full name as the legal heir/beneficiary. Provide a copy of the Death Certificate along with your claim. You may be asked to provide documentation to prove that you are the legal heir/beneficiary.

If you have more than one Class Washer for which you are making a claim pursuant to the Settlement, please complete a separate Claim Form for each Washer.

If you have questions about this form, please visit the website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), or contact the Claims Administrator via email: [info@\[WEBSITE\].com](mailto:info@[WEBSITE].com) or toll-free at [phone number].

Your claim must be submitted on-line or postmarked no later than [DATE].

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Ensure that the name and address pre-printed in Part One of this Claim Form is correct.
2. Answer all of the questions in the Washer information section. If the pre-printed Model Number or Serial Number is incorrect or blank, you must provide the correct Model Number, Serial Number and Purchase Date of your Class Washer.
3. In Part One, Section C, select only one settlement compensation option (a \$50 check, **OR** a 20% rebate, **OR** reimbursement of expenses).
4. If you select the \$50 check or the 20% rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you select the reimbursement of expenses option, you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation of the service and/or replacement expenses you incurred.
6. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4). Provide your phone number and email address in the Certification section.
7. If you have selected the reimbursement of out-of-pocket expenses option, sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

Please keep a copy of your Claim Form for your records.

Your claim must be postmarked by: [DATE]

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form PART ONE**

**ELX-PQ
PART ONE**

SECTION A: NAME AND CONTACT INFORMATION - PRE-QUALIFIED CLASS MEMBER

According to our records the information for your Class Washer is:

Owner:

JOHN SMITH
123 MAIN STREET
ANYTOWN, ST, 99999

Name/Address Corrections (if any)

Reason(s) for Correction (check all that apply):

- Misspelled name (no documentation required)
- Address Correction (no documentation required)
- Deceased (include a copy of the death certificate)
- Name Change (include copy of government issued ID)

Claim #: PQ12345678

MODEL # OF WASHER:

[ELX12345ST]

SERIAL # OF WASHER:

[689KM9999999]

If this is not the correct Serial #, please visit the Settlement web site at [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to (1) file your claim online, or (2) print a blank claim form to complete and submit a claim for the correct Serial # instead of using this Claim Form. You may also email _____@_____.com to request a blank Claim Form to complete and submit by mail.

SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER

1.	Did you in the United States purchase, receive as a gift, or acquire as part of the purchase or remodeling of a home, a new previously unused Class Washer (see Electrolux settlement website for list of brands and models possibly eligible for settlement benefits) during period from January 1, 2004 through December 31, 2011? <i>Note: To locate the model and serial numbers, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. (If you answered No to this question, STOP, you are not entitled to any compensation or benefit under this Settlement and are not a member of the Settlement Class.)</i>	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Was your front-loading Class Washer for personal/household use?	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	Have you previously received from Electrolux or a retailer either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Class Washer for a new washing machine of any model?	Question 3: Yes <input type="radio"/> No <input type="radio"/>
4.	Have you previously received from Electrolux or a retailer any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer’s purchase price, a gift of a new product, a discount off the regular price of a new washing machine or any other product that you redeemed)?	Question 3: Yes <input type="radio"/> No <input type="radio"/> If yes, provide the dollar amount of the benefit: \$ _____
PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION		

SECTION C: SETTLEMENT BENEFIT SELECTION

Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (**Select one**):

(1) **\$50 Cash Payment** In the form of a check.

OR

(2) **20% Rebate Certificate** Toward the purchase of a new eligible Electrolux-manufactured appliance on the Appliance Options List (see Class Notice or visit website at www.[WEBSITE].com for details and restrictions)

OR

(3) **Reimbursement of Out-of-Pocket Expenses** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer or damaged garments/fabrics (subject also to \$150 garment sublimit) due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer, You **MUST** complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here: _____

SECTION D: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement): I affirm that all information provided in Part One of this Claim Form is true and accurate.

Signature

Date

Print Name

Phone Number

E-Mail Address

IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM.

PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.

**REIMBURSEMENT
OF
EXPENSES FORM**

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form PART TWO**

**ELX-PQ
PART TWO**

PART TWO — REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent (more than one time) mold, mildew and/or Odor Issues (defined in Settlement Agreement and on website) inside your Class Washer.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent mold, mildew and/or Odor Issues inside your Class Washer, you must complete this Part Two of the Claim Form and Electrolux will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, and/or damaged garments or fabrics (reimbursement for damaged garments and fabrics also is subject to a \$150 sub-limit that counts against the \$500 aggregate limit for all reimbursement expenses).

SERVICE EXPENSES

1.	On or before December 31, 2016, did you incur out-of-pocket expenses to service your Class Washer due to persistent (more than one time) mold, mildew, and/or Odor Issues inside your Washer?	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Do you have documentation showing the amount of expenses you incurred to service your Class Washer due to persistent mold, mildew, and/or Odor Issues? Sufficient documentation for Question 2 includes, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Washer cleaners, and other service expenses incurred due to persistent mold, mildew and/or Odor Issues. To be eligible for reimbursement, your first documented service call, complaint, or problem with mold, mildew and/or Odor Issues must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	What was the total amount of the documented expenses you incurred on or before December 31, 2016, to service your Class Washer due to persistent mold, mildew and/or Odor Issues inside your Class Washer?	Question 3: \$ _____

If you answered "NO" to Question 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered "YES" to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent mold, mildew and/or Odor Issues.

REPLACEMENT EXPENSES

4.	On or before December 31, 2016, did you incur out-of-pocket expenses to replace your Class Washer due to persistent mold, mildew and/or Odor Issues inside your Washer?	Question 4: Yes <input type="radio"/> No <input type="radio"/>
5.	Do you have documentation showing the amount of expenses you incurred to replace	Question 5: Yes <input type="radio"/> No <input type="radio"/>

<p>your Class Washer due to persistent mold, mildew and/or Odor Issue inside your Class Washer? Examples of sufficient documentation for Question 5 include, but are not limited to, receipts, photos, and attestations that support the validity and amount of this claim, subject to aggregate limit. To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</p>	
<p>6. Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Electrolux, or a receipt for purchase of washing machine cleaner—regarding mold, mildew and/or Odor Issues?</p>	<p>Question 6: Yes <input checked="" type="radio"/> No <input type="radio"/></p>
<p>7. If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold, mildew and/or Odor Issues in your Class Washer? Documentation for Question 7 includes, but are not limited to, checks, credit card statements, service tickets records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold, mildew and/or Odor Issues inside your Class Washer. Your first documented service call, complaint, or problem with mold, mildew and/or Odor Issues must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form to be eligible for reimbursement.</p>	<p>Question 7: Yes <input type="radio"/> No <input checked="" type="radio"/></p>
<p>8. What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent mold, mildew and/or Odor Issues?</p>	<p>Question 8: \$ _____</p>

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

DAMAGED GARMENTS / FABRIC REIMBURSEMENT EXPENSES

Claimants for garment/fabric material replacement expenses incurred within five years of purchase of the Class Washer must additionally provide sufficient contemporaneous documentary proof to show that he/she paid the replacement expenses within five years of the purchase of the Class Washer to replace garments and/or other fabric materials damaged due to a persistent mold, mildew and/or Odor Issues inside the Class Washer (e.g., photos, attestations, receipts) in the amount claimed.

No claim for garment/fabric material replacement expenses may exceed \$150, and any amount awarded for garment/material replacement expenses shall count against the \$500 aggregate limit for all reimbursement claims under PART TWO.

<p>9</p>	<p>Did you experienced a mold, mildew and/or Odor Issues with your Class Washer within five years after purchase of the Class Washer and pay out-of-pocket expenses within five years after its purchase to replace garments or other fabrics damaged due to the mold, mildew and/or Odor Issue with your Class Washer?</p>	<p>Question 9: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>10</p>	<p>If you answered “YES” to Question 9, do you have documentation showing that contemporaneously with the mold, mildew and/or Odor Issues that allegedly damaged the garments and/or other fabric materials, You had at least three (3) incidents of mold, mildew and/or Odor Issues in your Class Washer for which you made a complaint,</p>	<p>Question 10: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

service call or self-remedying attempt regarding the mold, mildew and/or Odor Issues (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, combination of documents showing repeated mold, mildew, and/or Odor Issues) in your Class Washer within five years of purchase?	
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If you answered “NO” to either Question 9 or 10, you are not entitled to reimbursement for damaged garments or fabrics.

If you answered “YES” to both Questions 9 and 10, you must submit the required documentation, including but not limited to receipts for the out-of-pocket expenses for replacing garments and/or other fabric materials damaged by the persistent mold, mildew and/or Odor Issues in your Class Washer.

11	Total amount of documented expenses claimed for reimbursement of damaged garments and/or other fabric materials due to persistent mold, mildew and/or Odor Issues inside the Class Washer?	Question 11: \$ _____
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No out-of-pocket expenses of any type (service, repair, or replacement of Class Washer or damaged garments or other fabric materials) incurred after five years after purchase of the Class Washer will be reimbursed under this Settlement.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (to: claims@[WEBSITE].com) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form and copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at www.[WEBSITE].com and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

No out-of-pocket expenses of any type (service, repair, or replacement of Class Washer or damaged garments or other fabric materials) incurred after five years after purchase of the Class Washer will be reimbursed.

CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement): I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate.

Signature

Date

Print Name

**Electrolux Front Load Washing
Machine Class Action Settlement
Claim Form Instructions — IDENTIFIED CLASS MEMBER**

ELX-ID
Instructions

Instructions for Completing the Enclosed Claim Form

You have been identified as a Potential Class Member in a settlement involving alleged mold, mildew and/or Odor Issues (defined in Settlement Agreement at [(www.WEBSITE.com)]) related to a high-efficiency front-load washing machine manufactured by Electrolux (including 3.1, 3.5 and 4+ platforms) and sold under the brand names Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore and purchased new between January 1, 2004 and December 31, 2011 (“Class Washer”). If you wish to apply for a settlement benefit, you must complete this Claim Form.

WEB: Visit the Settlement website at: www.[WEBSITE].com and submit your claim online.

MAIL: Electrolux Front Load Washer Settlement
[Address]
[City, State, Zip]

If you submit your claim form online, you must do so on or before [DATE]. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than [DATE].

Our records indicate that you are or were the owner of a Electrolux-manufactured Class Washer purchased new between January 1, 2004 and December 31, 2011. If this is accurate and you are a Class Member who has submitted a valid claim, you may be eligible to make a claim for **ONE** of the following benefits:

1. If you did not experience persistent mold, mildew or Odor Issues inside your Class Washer within five (5) years of its purchase new, you are eligible for a 5% rebate off the purchase of a new Electrolux-manufactured appliance identified on the Appliance Option List.
2. If you experienced mold, mildew and/or Odor Issues with your Class Washer within five (5) years of its purchase new, you are eligible for one of the following benefits (2A, 2B or 3):
 - A. Cash payment of \$50; **OR**
 - B. 20% cash rebate on the purchase of a new Electrolux-manufactured appliance identified on the Appliance Options List;

OR

3. If you experienced persistent (more than one time) mold, mildew and/or Odor Issue inside your Class Washer within five (5) years of your purchase and you also paid documented out-of-pocket expenses to repair and/or replace your Class Washer or to replace garments or other fabric materials due to mold, mildew and/or Odor Issues with your Class Washer within five (5) years of your purchase, you are eligible to choose reimbursement of up to \$500 in the aggregate (also subject to a \$150 damaged garments/fabric sub-limit that counts against the aggregate limit) of documented out-of-pocket expenses incurred to service or replace a Class Washer or replace damaged garments/fabrics due to persistent mold, mildew and/or Odor Issues.

YOU MAY ONLY SELECT ONE OF THESE BENEFITS.

If you wish to select # 1 OR # 2:

If you wish to select the 5% rebate because you bought or acquired a new Class Washer but did not experience persistent mold, mildew and/or Odor Issues, or if you wish to submit a claim for a \$50 cash payment or a 20% cash rebate because you experienced persistent mold, mildew and/or Odor Issues inside your Class Washer, you only need to complete PART ONE of the Claim Form (pages 3 and 4) and include any required documentation or photographs for your claim (do not complete or return PART TWO).

If you wish to select # 3:

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer or seek reimbursement for damaged garments or fabrics due to mold, mildew or Odor Issues (subject to aggregate limit and sublimit), you must (1) complete this entire Claim Form (pages 3 through 6); and (2) be sure to attach copies of all documentation and photographs required by PART TWO.

A separate Claim Form must be completed for each Class Washer. Only one (1) Claim Form per Class Washer allowed. If you have questions about this form, please visit the website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), or contact the Claims Administrator via email: [info@\[WEBSITE\].com](mailto:info@[WEBSITE].com) or toll-free at [Number]. Your claim must be submitted online or postmarked no later than [DATE].

If the Serial # pre-printed in Part One of this Claim Form is not the Serial # for your Class Washer and you wish to file a claim for a different Serial #, you may file a Claim Form by visiting the Settlement website to either (1) file your claim online; or (2) print a blank Claim Form that you can submit by mail. Alternatively, you can email _____@_____.com or call (xxx) xxx-xxx to request a blank Claim Form be sent to you. If there is not a Serial # pre-printed in Section A of this Claim Form, you must provide the Serial # of your Washer in the Serial # box in Section A.

If the pre-printed name in Part One of the Claim Form is not correct (e.g. it is not you, the name is incorrectly spelled, your name has changed, etc.) please indicate the correction in the correction box to the right of the pre-printed name and address in Section A. Provide a copy of a valid driver's license or government issued ID with your name on it. You may be asked to provide additional documentation to explain the name change.

If the pre-printed name in Part One of the Claim Form is that of a deceased person, and you are the legal heir/beneficiary, in the correction box to the right of the pre-printed name and address in Section A, please state that the Class member is deceased and provide your full name as the legal heir/beneficiary. Provide a copy of the Death Certificate along with your claim. You may be asked to provide documentation to prove that you are the legal heir/beneficiary.

If you have more than one Class Washer for which you are making a claim pursuant to the Settlement, please complete a separate Claim Form for each Washer.

If you have questions about this form, please visit the website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), or contact the Claims Administrator via email: [insert email address] or toll-free at [phone number].

Your claim must be submitted on-line or postmarked no later than [DATE].

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Ensure that the name and address pre-printed in Part One of this Claim Form is correct.
2. Answer all of the questions in the Washer information section. If the pre-printed Model Number and Serial Number is correct, you must still provide the Purchase Date. If the pre-printed Model Number or Serial Number is incorrect or blank, you must provide the Model Number, Serial Number and Purchase Date of your Class Washer.
3. In Part One, Section C, select only one settlement compensation option (\$50 check, OR a 20% rebate, OR Reimbursement of expenses). If you answered No to PART ONE, Question 5, you are not eligible to receive one of the settlement benefits listed in Section C, and are only eligible to receive a 5% rebate certificate.
4. If you select the \$50 check or the 20% rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you select the reimbursement of expenses option, you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation of the service and/or replacement expenses you incurred.
6. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4). Provide your phone number and email address in the Certification section.
7. If you have selected the reimbursement of out-of-pocket expenses option, sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

Please keep a copy of your Claim Form for your records.

Your claim must be postmarked by: [DATE]

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form PART ONE**

**ELX-ID
PART ONE**

SECTION A: NAME AND CONTACT INFORMATION - IDENTIFIED CLASS MEMBER

According to our records the information for your Class Washer is:

Owner: JOHN SMITH 123 MAIN STREET ANYTOWN, ST, 99999	Name/Address Corrections (if any) <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	Reason(s) for Correction (check all that apply): <input type="radio"/> Misspelled name (no documentation required) <input type="radio"/> Address Correction (no documentation required) <input type="radio"/> Deceased (include a copy of the death certificate) <input type="radio"/> Name Change (include copy of government issued ID)
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Claim #: ID12345678

MODEL # OF WASHER: ELX12345ST

SERIAL # OF WASHER: 689KM9999999

If this is not the correct Serial #, please visit the Settlement web site at www.[WEBSITE].com to (1) file your claim online, or (2) print a blank claim form to complete and submit a claim for the correct Serial # instead of using this Claim Form. You may also email _____@_____ .com to request a blank Claim Form to complete and submit by mail.

SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER

		Purchase Date:		
Provide the Model # of Class Washer	Provide the Serial # of Class Washer		MONTH	YEAR

Note: To locate the model and serial #, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. Attach any required proof of ownership.

1	Did you in the United States purchase, receive as a gift, or acquire as part of the purchase or remodeling of a home, a new previously unused Class Washer (see Electrolux settlement website for list of brands and models possibly eligible for settlement benefits) during the period from January 1, 2004 through December 31, 2011? <i>*Note: To locate the model and serial numbers, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. (If you answered No to this question, STOP, you are not entitled to any compensation or benefit under this Settlement and are not a member of the Settlement Class.)</i>	Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Was your front-loading Class Washer for personal/household use?	Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Have you previously received from Electrolux or a retailer either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Class Washer for a new washing machine of any model?	Question 3: Yes <input type="checkbox"/> No <input type="checkbox"/>

4	Have you previously received from Electrolux or a retailer any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer’s purchase price, a gift of a new product, or a discount off the regular price of a new washing machine or any other product that you redeemed)?	Question 4: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the dollar amount of the benefit: \$ _____
5	Within five years after purchasing your Class Washer, did you experience persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer and take steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean your Class Washer to remove persistent mold, mildew or eliminate an Odor Issue or contacting a servicer for advice or a repair?	Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/>
6	<p>If you answered “NO” to Question 5, you are eligible to make a claim for a 5% rebate off the purchase of a new Electrolux-manufactured appliance on the Appliance Options List. Please check the “Yes” box for Question 6 to confirm that you elect to receive the 5% Rebate, then proceed to Section D to sign and complete your claim.</p> <p>If you answered “YES” to Question 5, please check the “No” box for question 6, and proceed to Question 7 below to sign and date the Attestation.</p>	Question 6: Yes <input type="checkbox"/> No <input type="checkbox"/>
7	<p>ATTESTATION: I attest under oath that the ownership documentation provided is true and correct, and that within five years after purchasing my Class Washer, I experienced persistent (that is, more than one time) mold, mildew and/or Odor Issues inside my Class Washer, and that I took steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean my Class Washer to remove mold, mildew and/or Odor Issues, or contacting a third-party servicer for advice or a repair.</p> <p>_____</p> <p>Signature Date</p>	After Signing to the left, PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION

SECTION C: SETTLEMENT BENEFIT SELECTION FOR CLAIMANTS WHO EXPERIENCED MOLD, MILDEW, AND/OR ODOR ISSUES INSIDE THEIR CLASS WASHER WITHIN 5 YEARS OF PURCHASE

NOTE: IF YOU **DID NOT** EXPERIENCE MOLD, MILDEW OR ODOR ISSUES INSIDE YOUR CLASS WASHER WITHIN 5 YEARS OF PURCHASE, YOU ARE ONLY ELIGIBLE TO RECEIVE A 5% REBATE AND ARE NOT ELIGIBLE TO RECEIVE ONE OF THE BELOW BENEFITS. PLEASE PROCEED DIRECTLY TO THE CERTIFICATION SECTION.

Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (Select one):

- (1) **\$50 Cash Payment** In the form of a check.

OR

- (2) **20% Rebate Certificate** Toward the purchase of a new eligible Electrolux-manufactured appliance (see Appliance Options List at www.[WEBSITE].com for details and restrictions)

OR

- (3) **Reimbursement of Out-of-Pocket Expenses** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer or damaged garments/fabrics (subject also to \$150 garment sublimit) due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer. You **MUST** complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here: _____.

SECTION D: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement): I affirm that all information provided in Part One of this Claim Form is true and accurate.

Signature

Date

Phone Number

Print Name

E-Mail Address

IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM WITH ANY REQUIRED DOCUMENTATION.

PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.

**REIMBURSEMENT
OF
EXPENSES FORM**

**Electrolux Front Load Washing Machine
Class Action Settlement
Claim Form -- PART TWO**

**ELX -ID
PART TWO**

PART TWO – REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer or to replace damaged garments or fabrics due to persistent mold, mildew and/or Odor Issues inside your Washer, you must complete this Part Two of the Claim Form and Electrolux will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, and/or damaged garments or fabrics (reimbursement for damaged garments and fabrics also is subject to a \$150 sub-limit that counts against the \$500 aggregate limit for all reimbursement expenses).

SERVICE EXPENSES

1	On or before December 31, 2016, did you incur out-of-pocket expenses to service your Class Washer due to persistent (more than one time) mold, mildew and/or Odor Issues inside your Class Washer?	Question 1: Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Do you have documentation showing the amount of expenses you incurred to service your Class Washer due to persistent mold, mildew and/or Odor Issues? Sufficient documentation for Question 2 includes, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Washer cleaners, and other service expenses incurred due to persistent mold, mildew and/or Odor Issues. To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or an Odor Issue must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.	Question 2: Yes <input type="checkbox"/> No <input type="checkbox"/>
3	What was the total amount of the documented expenses you incurred on or before December 31, 2016 to service your Class Washer due to persistent mold, mildew and/or Odor Issues?	Question 3: \$ _____

If you answered “NO” to Questions 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered “YES” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Class Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the aggregate \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent mold, mildew and/or Odor Issues inside your Class Washer.

REPLACEMENT EXPENSES

4	On or before December 31, 2016, did you incur out-of-pocket expenses to replace your Class Washer damaged due to persistent mold, mildew and/or Odor Issues inside your	Question 4:
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	Class Washer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Do you have documentation showing the amount of expenses you incurred to replace your Class Washer due to persistent mold, mildew and/or Odor Issues with your Class Washer? Examples of sufficient documentation for Question 5 include, but are not limited to, receipts, photos, and attestations that support the validity and amount of this claim, subject to sub-limit. To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.	Question 5: Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Electrolux, or a receipt for purchase of washing machine cleaner—regarding mold, mildew and/or Odor Issues inside your Class Washer?	Question 6: Yes <input type="checkbox"/> No <input type="checkbox"/>
7	If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold, mildew and/or Odor Issues in your Class Washer? Documentation for Question 7 includes, but are not limited to, checks, credit card statements, service tickets records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold, mildew or Odor Issues with your Class Washer. Your first documented service call, complaint, or problem with mold, mildew and/or Odor Issues inside your Class Washer must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form to be eligible for reimbursement.	Question 7: Yes <input type="checkbox"/> No <input type="checkbox"/>
8	What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent mold, mildew and/or Odor Issues inside your Class Washer?	Question 8: \$ _____

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

DAMAGED GARMENTS / FABRIC REIMBURSEMENT EXPENSES

Claimants for garment/fabric material replacement expenses incurred within five years of purchase of the Class Washer must additionally provide sufficient contemporaneous documentary proof to show that he/she paid the replacement expenses within five years of the purchase of the Class Washer to replace garments and/or other fabric materials damaged due to a persistent mold, mildew and/or Odor Issues with the Class Washer (e.g., photos, attestations, receipts) in the amount claimed.

No claim for garment/fabric material replacement expenses may exceed \$150, and any amount awarded for garment/material replacement expenses shall count against the \$500 aggregate limit for all reimbursement claims under PART TWO.

9	Did you experienced a mold, mildew and/or Odor Issues with your Class Washer within five years after purchase of the Class Washer and pay out-of-pocket expenses within five years after its purchase to replace garments or other fabrics damaged due to the mold, mildew and/or Odor Issue with your Class Washer?	Question 9: Yes <input type="checkbox"/> No <input type="checkbox"/>
10	If you answered “YES” to Question 9, do you have documentation showing that contemporaneously with the mold, mildew and/or Odor Issues that allegedly damaged the garments and/or other fabric materials, You had at least three (3) incidents of mold, mildew and/or Odor Issues in your Class Washer for which you made a complaint,	Question 10: Yes <input type="checkbox"/> No <input type="checkbox"/>

service call or self-remedying attempt regarding the mold, mildew and/or Odor Issues (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or a combination of documents showing repeated mold, mildew, and/or Odor Issues) in your Class Washer within five years of purchase?	
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If you answered “NO” to either Question 9 or 10, you are not entitled to reimbursement for damaged garments or fabrics.

If you answered “YES” to both Questions 9 and 10, you must submit the required documentation, including but not limited to receipts for the out-of-pocket expenses for replacing garments and/or other fabric materials damaged by the persistent mold, mildew and/or Odor Issues in your Class Washer.

11 Total amount of documented expenses claimed for reimbursement of damaged garments and/or other fabric materials due to persistent mold, mildew and/or Odor Issues inside the Class Washer?	Question 11: \$ _____
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No out-of-pocket expenses of any type (service, repair, or replacement of Class Washer or damaged garments or other fabric materials) incurred after five years after purchase of the Class Washer will be reimbursed under this Settlement.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (to info@[WEBSITE].com) or mail to the Settlement Administrator both Parts One and Two of this Claim Form and copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at www.WEBSITE.com and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

CERTIFICATION STATEMENT

Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement: I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate under penalty of perjury.

Signature	Date	Phone Number
Print Name	E-Mail Address	

EXHIBIT C

ELECTROLUX FRONT-LOADING WASHING MACHINE
CLASS ACTION SETTLEMENT AGREEMENT

LIST OF RELATED ACTIONS

1. *Robert Brown, et al. vs. Electrolux Home Products, Inc.*, Case No. 1:08-cv-00030-LGW-BKE, In the United States District Court for the Southern District of Georgia, Augusta Division (Hon. Lisa G. Wood)
2. *Reginald Lampkin et al. v. Electrolux Home Products, Inc.*, Case No. 1:17-cv-01044, In the United States District Court for the Northern District of Illinois (Hon. Andrea R. Wood)

EXHIBIT D

Exhibit D – Electrolux Settlement Agreement

SKU	EXHIBIT D -- APPLIANCE OPTIONS LIST
BGGF3045RF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
DGEF3041KF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
DGGF3046RF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
E30MC75PPS	Electrolux Icon Microwave & Oven Combination, Stainless
E32AF85PQS	Electrolux Icon Freezer Duo [Matches All Refrigerator Duo], Stainless
E32AR85PQS	Electrolux Icon Freezer Duo [Matches All Refrigerator Duo], Stainless
EFLS517SIW	Electrolux Front Load Washer, White
EFLS517STT	Electrolux Front Load Washer, Titanium
EFLS617SIW	Electrolux Front Load Washer, White
EFLS617STT	Electrolux Front Load Washer, Titanium
EFLW417SIW	Electrolux Front Load Washer, White
EFME417SIW	Electrolux Dryer, White
EFME517SIW	Electrolux Dryer, White
EFME517STT	Electrolux Dryer, Titanium
EFME617SIW	Electrolux Dryer, White
EFME617STT	Electrolux Dryer, Titanium
EFMG417SIW	Electrolux Dryer, White
EFMG517SIW	Electrolux Dryer, White
EFMG517STT	Electrolux Dryer, Titanium
EFMG617STT	Electrolux Dryer, Titanium
EI32AF80QS	Electrolux Freezer Duo [Matches All Refrigerator Duo], Stainless
EI32AR80QS	Electrolux Freezer Duo [Matches All Refrigerator Duo], Stainless
EW30MC65PS	Electrolux Microwave & Oven Combination, Stainless
FFEC3205LS	Frigidaire Electric Cooktop, Stainless
FFEC3205LW	Frigidaire Electric Cooktop, White
FFEC3225MB	Frigidaire Electric Cooktop, Black
FFEC3225MW	Frigidaire Electric Cooktop, White
FFEC3605LS	Frigidaire Electric Cooktop, Stainless
FFEC3624PB	Frigidaire Electric Cooktop, Black
FFEC3624PS	Frigidaire Electric Cooktop, Stainless
FFEF3024RS	Frigidaire Self Clean Electric Range, Stainless
FFEF3054TD	Frigidaire Self Clean Electric Range, Black Stainless
FFEF3056TB	Frigidaire Self Clean Electric Range, Black
FFEF3056TD	Frigidaire Self Clean Electric Range, Black Stainless
FFEF3056TS	Frigidaire Self Clean Electric Range, Stainless
FFEF3056TW	Frigidaire Self Clean Electric Range, White
FFET2725PB	Frigidaire 27" Electric Wall Oven - Double, Black
FFET2725PS	Frigidaire 27" Electric Wall Oven - Double, Stainless
FFET2725PW	Frigidaire 27" Electric Wall Oven - Double, White
FFET3025PB	Frigidaire 30" Electric Wall Oven - Double, Black
FFET3025PS	Frigidaire 30" Electric Wall Oven - Double, Stainless
FFET3025PW	Frigidaire 30" Electric Wall Oven - Double, White
FFET3026TD	Frigidaire 30" Electric Wall Oven - Double, Black Stainless
FFEW2415QB	Frigidaire 24" Electric Wall Oven - Single, Black
FFEW2415QW	Frigidaire 24" Electric Wall Oven - Single, White
FFEW2425QB	Frigidaire 24" Electric Wall Oven - Single, Black
FFEW2425QS	Frigidaire 24" Electric Wall Oven - Single, Stainless
FFEW2425QW	Frigidaire 24" Electric Wall Oven - Single, White
FFEW2725PB	Frigidaire 27" Electric Wall Oven - Single, Black
FFEW2725PS	Frigidaire 27" Electric Wall Oven - Single, Stainless
FFEW2725PW	Frigidaire 27" Electric Wall Oven - Single, White
FFEW3025PB	Frigidaire 30" Electric Wall Oven - Single, Black
FFEW3025PS	Frigidaire 30" Electric Wall Oven - Single, Stainless
FFEW3025PW	Frigidaire 30" Electric Wall Oven - Single, White
FFEW3026TD	Frigidaire 30" Electric Wall Oven - Single, Black Stainless
FFGC3026SW	Frigidaire Gas Cooktop, White
FFGC3613LS	Frigidaire Gas Cooktop, Stainless
FFGC3626SB	Frigidaire Gas Cooktop, Black
FFGC3626SS	Frigidaire Gas Cooktop, Stainless
FFGC3626SW	Frigidaire Gas Cooktop, White
FFGF3024SS	Frigidaire Self Clean Gas Range, Stainless
FFGF3054TD	Frigidaire Self Clean Gas Range, Black Stainless

Exhibit D – Electrolux Settlement Agreement

SKU	EXHIBIT D -- APPLIANCE OPTIONS LIST
FFGF3056TB	Frigidaire Self Clean Gas Range, Black
FFGF3056TD	Frigidaire Self Clean Gas Range, Black Stainless
FFGF3056TS	Frigidaire Self Clean Gas Range, Stainless
FFGF3056TW	Frigidaire Self Clean Gas Range, White
FFGW2415QB	Frigidaire 24" Gas Wall Oven - Single, Black
FFGW2415QS	Frigidaire 24" Gas Wall Oven - Single, Stainless
FFGW2415QW	Frigidaire 24" Gas Wall Oven - Single, White
FFGW2425QB	Frigidaire 24" Gas Wall Oven - Single, Black
FFGW2425QS	Frigidaire 24" Gas Wall Oven - Single, Stainless
FFGW2425QW	Frigidaire 24" Gas Wall Oven - Single, White
FFHB2750TD	Frigidaire Bottom Mount Refrigerator, Black Stainless
FFHD2250TD	Frigidaire Bottom Mount Refrigerator, Black Stainless
FFHG2250TD	Frigidaire Bottom Mount Refrigerator, Black Stainless
FFHI2131QE	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
FFHI2131QP	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Pearl White
FFHI2131QS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFHN2750TD	Frigidaire Bottom Mount Refrigerator, Black Stainless
FFHT2021QB	Frigidaire 21 cu ft Top Mount Refrigerator, Black
FFHT2021QS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFHT2021QW	Frigidaire 21 cu ft Top Mount Refrigerator, White
FFHT2021TB	Frigidaire 21 cu ft Top Mount Refrigerator, Black
FFHT2021TS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFHT2021TW	Frigidaire 21 cu ft Top Mount Refrigerator, White
FFHT2131QE	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
FFHT2131QM	Frigidaire 21 cu ft Top Mount Refrigerator, Silver Mist
FFHT2131QP	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Pearl White
FFHT2131QS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFLE3911QW	Frigidaire Laundry Center, White
FFLE4033QT	Frigidaire Laundry Center, Titanium
FFLE4033QW	Frigidaire Laundry Center, White
FFLG3911QW	Frigidaire Laundry Center, White
FFLG4033QT	Frigidaire Laundry Center, Titanium
FFLG4033QW	Frigidaire Laundry Center, White
FFSS2314QE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2314QP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2314QS	Frigidaire Side by Side Refrigerator, Stainless
FFSS2315TE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2315TE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2315TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2315TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2315TS	Frigidaire Side by Side Refrigerator, Stainless
FFSS2315TS	Frigidaire Side by Side Refrigerator, Stainless
FFSS2614QE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2614QP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2614QS	Frigidaire Side by Side Refrigerator, Stainless
FFSS2615TE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2615TE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
FFSS2615TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2615TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
FFSS2615TS	Frigidaire Side by Side Refrigerator, Stainless
FFSS2615TS	Frigidaire Side by Side Refrigerator, Stainless
FFTR1821TD	Frigidaire 18 cu ft Top Mount Refrigerator, Black Stainless
FFTR2021QB	Frigidaire 21 cu ft Top Mount Refrigerator, Black
FFTR2021QS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFTR2021QW	Frigidaire 21 cu ft Top Mount Refrigerator, White
FFTR2021TB	Frigidaire 21 cu ft Top Mount Refrigerator, Black
FFTR2021TB	Frigidaire 21 cu ft Top Mount Refrigerator, Black
FFTR2021TD	Frigidaire 21 cu ft Top Mount Refrigerator, Black Stainless
FFTR2021TS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFTR2021TS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FFTR2021TW	Frigidaire 21 cu ft Top Mount Refrigerator, White
FFTR2021TW	Frigidaire 21 cu ft Top Mount Refrigerator, White

Exhibit D – Electrolux Settlement Agreement

SKU	EXHIBIT D -- APPLIANCE OPTIONS LIST
FFTR2032TE	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
FFTR2032TP	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Pearl White
FFTR2032TS	Frigidaire 21 cu ft Top Mount Refrigerator, Stainless
FGCD2444SA	Frigidaire Gallery Plastic Tub Dishwasher, Silver Console
FGCD2444SB	Frigidaire Gallery Plastic Tub Dishwasher, Black
FGCD2444SF	Frigidaire Gallery Plastic Tub Dishwasher, Smudgeproof Stainless
FGCD2444SW	Frigidaire Gallery Plastic Tub Dishwasher, White
FGEC3045KB	Frigidaire Gallery Electric Cooktop, Black
FGEC3045KW	Frigidaire Gallery Electric Cooktop, White
FGEC3045PS	Frigidaire Gallery Electric Cooktop, Stainless
FGEC3067MB	Frigidaire Gallery Electric Cooktop, Black
FGEC3067MS	Frigidaire Gallery Electric Cooktop, Stainless
FGEC3645KB	Frigidaire Gallery Electric Cooktop, Black
FGEC3645PS	Frigidaire Gallery Electric Cooktop, Stainless
FGEF3030PB	Frigidaire Gallery Self Clean Electric Range, Black
FGEF3030PF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGEF3030PW	Frigidaire Gallery Self Clean Electric Range, White
FGEF3035RB	Frigidaire Gallery Self Clean Electric Range, Black
FGEF3035RF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGEF3035RW	Frigidaire Gallery Self Clean Electric Range, White
FGEF3036TB	Frigidaire Gallery Self Clean Electric Range, Black
FGEF3036TD	Frigidaire Gallery Self Clean Electric Range, Black Stainless
FGEF3036TF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGEF3036TW	Frigidaire Gallery Self Clean Electric Range, White
FGEF3058RB	Frigidaire Gallery Self Clean Electric Range, Black
FGEF3058RF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGEF3058RW	Frigidaire Gallery Self Clean Electric Range, White
FGEF3059TD	Frigidaire Gallery Self Clean Electric Range, Black Stainless
FGEF3059TF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGET3065PB	Frigidaire Gallery 30" Electric Wall Oven - Double, Black
FGET3065PD	Frigidaire Gallery 30" Electric Wall Oven - Double, Black Stainless
FGET3065PF	Frigidaire Gallery 30" Electric Wall Oven - Double, Smudgeproof Stainless
FGET3065PW	Frigidaire Gallery 30" Electric Wall Oven - Double, White
FGEW2765PB	Frigidaire Gallery 27" Electric Wall Oven - Single, Black
FGEW2765PF	Frigidaire Gallery 27" Electric Wall Oven - Single, Smudgeproof Stainless
FGEW2765PW	Frigidaire Gallery 27" Electric Wall Oven - Single, White
FGEW2765PB	Frigidaire Gallery 27" Electric Wall Oven - Single, Black
FGEW2765PF	Frigidaire Gallery 27" Electric Wall Oven - Single, Smudgeproof Stainless
FGEW3065PB	Frigidaire Gallery 30" Electric Wall Oven - Single, Black
FGEW3065PD	Frigidaire Gallery 30" Electric Wall Oven - Single, Black Stainless
FGEW3065PF	Frigidaire Gallery 30" Electric Wall Oven - Single, Smudgeproof Stainless
FGEW3065PW	Frigidaire Gallery 30" Electric Wall Oven - Single, White
FGFU19F6QF	Frigidaire Gallery Freezer Duo [Matches All Refrigerator Duo], Smudgeproof Stainless
FGGC3045QB	Frigidaire Gallery Gas Cooktop, Black
FGGC3045QW	Frigidaire Gallery Gas Cooktop, White
FGGC3047QB	Frigidaire Gallery Gas Cooktop, Black
FGGC3047QS	Frigidaire Gallery Gas Cooktop, Stainless
FGGC3047QW	Frigidaire Gallery Gas Cooktop, White
FGGC3645QB	Frigidaire Gallery Gas Cooktop, Black
FGGC3645QS	Frigidaire Gallery Gas Cooktop, Stainless
FGGC3645QW	Frigidaire Gallery Gas Cooktop, White
FGGF3030PB	Frigidaire Gallery Self Clean Gas Range, Black
FGGF3030PF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3030PW	Frigidaire Gallery Self Clean Gas Range, White
FGGF3035RB	Frigidaire Gallery Self Clean Gas Range, Black
FGGF3035RF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3035RW	Frigidaire Gallery Self Clean Gas Range, White
FGGF3036TB	Frigidaire Gallery Self Clean Gas Range, Black
FGGF3036TD	Frigidaire Gallery Self Clean Gas Range, Black Stainless
FGGF3036TF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3036TW	Frigidaire Gallery Self Clean Gas Range, White
FGGF3045RF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless

Exhibit D – Electrolux Settlement Agreement

SKU	EXHIBIT D -- APPLIANCE OPTIONS LIST
FGGF3047TF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3058RB	Frigidaire Gallery Self Clean Gas Range, Black
FGGF3058RF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3058RW	Frigidaire Gallery Self Clean Gas Range, White
FGGF3059TD	Frigidaire Gallery Self Clean Gas Range, Black Stainless
FGGF3059TF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGGF3060SF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
FGHB2867TD	Frigidaire Gallery Bottom Mount Refrigerator, Black Stainless
FGHC2331PF	Frigidaire Gallery 23 cubic foot Counter Depth Side by Side Counter Depth Refrigerator, Smudgeproof Stainless
FGHF2367TD	Frigidaire Gallery Bottom Mount Refrigerator, Black Stainless
FGHI1865SE	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGHI1865SF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHI1865SP	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Pearl White
FGHI2164QF	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHI2164QF	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHS2631PE	Frigidaire Gallery Side by Side Refrigerator, Smooth Ebony Black
FGHS2631PF	Frigidaire Gallery Side by Side Refrigerator, Smudgeproof Stainless
FGHS2631PP	Frigidaire Gallery Side by Side Refrigerator, Smooth Pearl White
FGHT1835SF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHT1842TF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHT1846QE	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGHT1846QF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHT1846QP	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Pearl White
FGHT2046QE	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGHT2046QF	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGHT2046QP	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smooth Pearl White
FGIC3067MB	Frigidaire Gallery Induction Cooktop, Black
FGIC3667MB	Frigidaire Gallery Induction Cooktop, Black
FGID2466QB	Frigidaire Gallery Plastic Tub Dishwasher, Black
FGID2466QD	Frigidaire Gallery Plastic Tub Dishwasher, Black Stainless
FGID2466QF	Frigidaire Gallery Plastic Tub Dishwasher, Smudgeproof Stainless
FGID2466QW	Frigidaire Gallery Plastic Tub Dishwasher, White
FGIF3061NF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
FGMC2765PB	Frigidaire Gallery Microwave & Oven Combination, Black
FGMC2765PF	Frigidaire Gallery Microwave & Oven Combination, Smudgeproof Stainless
FGMC3065PB	Frigidaire Gallery Microwave & Oven Combination, Black
FGMC3065PF	Frigidaire Gallery Microwave & Oven Combination, Smudgeproof Stainless
FGRU19F6QF	Frigidaire Gallery Freezer Duo [Matches All Refrigerator Duo], Smudgeproof Stainless
FGSC2335TF	Frigidaire Gallery Side by Side Counter Depth Refrigerator, Smudgeproof Stainless
FGTR1837TE	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGTR1837TF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGTR1837TP	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Pearl White
FGTR1842TD	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Black Stainless
FGTR1842TF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGTR1845QE	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGTR1845QF	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGTR1845QP	Frigidaire Gallery 18 cu ft Top Mount Refrigerator, Smooth Pearl White
FGTR2042TD	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Black Stainless
FGTR2042TE	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
FGTR2042TF	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGTR2042TP	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smooth Pearl White
FGTR2045QF	Frigidaire Gallery 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
FGVU21F8QF	Frigidaire Gallery Freezer Duo [Matches All Refrigerator Duo], Smudgeproof Stainless
FPEC3077RF	Frigidaire Professional Electric Cooktop, Smudgeproof Stainless
FPEC3677RF	Frigidaire Professional Electric Cooktop, Smudgeproof Stainless
FPEF3077QF	Frigidaire Professional Self Clean Electric Range, Smudgeproof Stainless
FPEW3077RF	Frigidaire Professional 30" Electric Wall Oven - Single, Smudgeproof Stainless
FPFU19F8RF	Frigidaire Professional Freezer Duo [Matches All Refrigerator Duo], Smudgeproof Stainless
FPGC3077RS	Frigidaire Professional Gas Cooktop, Stainless
FPGC3677RS	Frigidaire Professional Gas Cooktop, Stainless
FPGF3077QF	Frigidaire Professional Self Clean Gas Range, Smudgeproof Stainless
FPID2498SF	Frigidaire Professional Stainless Tub Dishwasher, Smudgeproof Stainless

Exhibit D – Electrolux Settlement Agreement

SKU	EXHIBIT D -- APPLIANCE OPTIONS LIST
FPRU19F8RF	Frigidaire Professional Freezer Duo [Matches All Refrigerator Duo], Smudgeproof Stainless
FPSC2277RF	Frigidaire Professional Side by Side Counter Depth Refrigerator, Smudgeproof Stainless
FPSC2277RF	Frigidaire Professional Side by Side Counter Depth Refrigerator, Smudgeproof Stainless
FPSS2677RF	Frigidaire Professional Side by Side Refrigerator, Smudgeproof Stainless
FPSS2677RF	Frigidaire Professional Side by Side Refrigerator, Smudgeproof Stainless
LFEF3048QF	Frigidaire Self Clean Electric Range, Smudgeproof Stainless
LFEF3048QF	Frigidaire Self Clean Electric Range, Smudgeproof Stainless
LFEF3054TF	Frigidaire Self Clean Electric Range, Smudgeproof Stainless
LFHT2131QE	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
LFHT2131QE	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Ebony Black
LFHT2131QF	Frigidaire 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
LFHT2131QF	Frigidaire 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
LFHT2131QP	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Pearl White
LFHT2131QP	Frigidaire 21 cu ft Top Mount Refrigerator, Smooth Pearl White
LFID2422RF	Frigidaire Plastic Tub Dishwasher, Smudgeproof Stainless
LFSS2312TF	Frigidaire Side by Side Refrigerator, Smudgeproof Stainless
LFSS2312TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
LFSS2612TE	Frigidaire Side by Side Refrigerator, Smooth Ebony Black
LFSS2612TF	Frigidaire Side by Side Refrigerator, Smudgeproof Stainless
LFSS2612TP	Frigidaire Side by Side Refrigerator, Smooth Pearl White
LFTR2032TF	Frigidaire 21 cu ft Top Mount Refrigerator, Smudgeproof Stainless
LGEF3043KF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
LGEF3044TF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
LGEF3045KF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
LGEF3046TD	Frigidaire Gallery Self Clean Electric Range, Black Stainless
LGEF3046TF	Frigidaire Gallery Self Clean Electric Range, Smudgeproof Stainless
LGGF3043KF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
LGGF3044TF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
LGGF3046TD	Frigidaire Gallery Self Clean Gas Range, Black Stainless
LGGF3046TF	Frigidaire Gallery Self Clean Gas Range, Smudgeproof Stainless
LGHB2867TD	Frigidaire Gallery Bottom Mount Refrigerator, Black Stainless

EXHIBIT E

A proposed settlement has been reached in a class action against Electrolux alleging defects in some Electrolux-manufactured front-loading washing machines sold from 2004 thru 2011 in the Electrolux, Frigidaire, Frosty, White-Westinghouse and other brand names. This notice summarizes your legal rights. You should visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to obtain more complete information about the proposed settlement and your rights. You also can write to the Settlement Administrator at 1801 Market Street, Suite 660, Philadelphia, PA 19103, or call 1-888-000-0000, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that some Electrolux-manufactured high efficiency front loading washing machines fail to adequately self-clean themselves of laundry residue, resulting in mold, mildew and/or Odor Issues (as defined at [www.\[WEBSITE\].com](http://www.[WEBSITE].com)) inside the washer that also can ruin laundry.

What are my rights? The settlement class includes all persons who, bought, acquired, or received as a gift in the United States between January 1, 2004 and December 31, 2011 a new unused front-loading washing machine of certain models manufactured by Electrolux, including 3.1, 3.5 and 4+ platforms. You can visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to see a complete list of the washer models that are included in the settlement. Electrolux's records show that you are a member of the settlement class and automatically entitled to select one of the following benefits: (a) a \$50 cash payment; or (b) a 20% cash rebate off the purchase of certain new Electrolux-manufactured washing machines or dryers. Or, you may instead make a claim for cash reimbursement up to \$500 in total for documented out-of-pocket costs to service or replace your Class Washer or replace damaged garments or other fabric materials (subject also to a \$150 sublimit) due to persistent mold, mildew and/or Odor Issues inside your Class Washer. Please visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) for a full description of the required documentation. To be eligible for any benefit, you must submit a Claim Form to the Settlement Administrator online at [www.\[WEBSITE\]](http://www.[WEBSITE]) or by mail at the address on the reverse side postmarked **no later than** _____. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

How to request exclusion from the class. If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator at the address on the reverse side postmarked **no later than** _____, stating "Exclude me from the settlement class in *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911 (M.D. Fla) and include your name and address. If you do not exclude yourself, you will lose your right to sue Electrolux and obtain any compensation from it other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the Clerk of the Court, Sam M. Gibbons U.S. Courthouse 801 North Florida Ave., Tampa, FL 33602. The fairness hearing will be held at the Court on [DATE] at [TIME] in Courtroom 13A. You or your attorney (if you choose to hire one) may appear at the hearing by mailing a notice and entry of appearance to the Court. Objections and entries of appearance must be mailed to the Court and postmarked no later than [DATE].

Class Counsel's attorney fees and contact information. If the settlement is approved, Class Counsel will request an award of attorney fees not to exceed \$3,300,000.00 and reimbursement of litigation costs not to exceed \$400,000.00, and service awards to the Class Representatives of \$4,000 by household (or \$8,000 in total), such fees, costs, and awards to be paid by Electrolux separately from and in addition to the benefits to the Class. You can write to Class Counsel at: R. Brent Irby, Esq. of the law firm of McCallum, Hoaglund, & Irby, LLP, 905 Montgomery Highway, Suite 201, Vestavia Hills AL 35216.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.\[WEBSITE\]](http://www.[WEBSITE]) o escriba al Administrador de Reclamos: *Electrolux Front-Loading Washers Settlement*, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

**Electrolux Front-Loading Washer
Class Action Settlement**

Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

You are pre-qualified to receive cash or other compensation from a class action settlement about Electrolux-manufactured Electrolux, Frigidaire, Crosley, White-Westinghouse and Kenmore front-loading washers.

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit [www.\[WEBSITE\]t.com](http://www.[WEBSITE]t.com) or contact the Settlement Administrator or Class Counsel.

Do not contact the Court, Electrolux or any appliance retailer or dealer for information about the settlement.

“ScanString”

Postal Service: Please do not mark barcode

**CLAIM NUMBER: [Claim #]
CONFIRMATION CODE: [Conf Code]**

**[BAR CODE CLAIM NUMBER]
[NAME]
[STREET]
[CITY STATE ZIP]
[POSTAL BAR CODE]**

A proposed settlement has been reached in a class action against Electrolux alleging defects in some Electrolux-manufactured front-loading washing machines sold from 2004-2011 under the Electrolux, Frigidaire, Crosley, White-Westinghouse and Kenmore brand names. This notice summarizes your legal rights. You should visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to obtain more complete information about the proposed settlement and your rights. You also can write to the Settlement Administrator at 1801 Market Street, Suite 660, Philadelphia, PA 19103, or call 1-888-000-0000, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that some Electrolux-manufactured high efficiency front loading washing machines fail to adequately self-clean themselves of laundry residue, resulting in mold, mildew and/or Odor Issues (as defined at [www.\[WEBSITE\].com](http://www.[WEBSITE].com)) inside the washer that also can ruin laundry.

What are my rights? The settlement class includes all persons who, bought, acquired, or received as a gift in the United States between January 1, 2004 and December 31, 2011 a new unused front-loading washing machine of certain models manufactured by Electrolux, including 3.1, 3.5 and 4+ platforms. You can visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to see a complete list of the washer models that are included in the settlement. Electrolux's records show that you may be a member of the settlement class. All members of the settlement class are eligible to receive a 5% cash rebate off the purchase of certain new Electrolux-manufactured washers and dryers. Members of the settlement class who actually experienced persistent mold, mildew and/or Odor Issues inside their Class Washer within five years after purchase may be eligible to choose from one of these enhanced benefits: (1) a \$50 cash payment; (2) a 20% cash rebate off the purchase of certain new Electrolux-manufactured washers and dryers; or (c) a cash reimbursement, up to \$500 in total for documented out-of-pocket costs to service or replace your Class Washer or replace damaged garments or other fabric materials (subject also to a \$150 sublimit) due to persistent mold, mildew and/or Odor Issues inside your Class Washer. Please visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) for a full description of the required documentation. To be eligible for any compensation, you must submit a properly completed Claim Form, with any required documentary proof, to the Settlement Administrator online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or by mail at the address on the reverse side postmarked **no later than** _____. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

How to request exclusion from the class. If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator postmarked **no later than** _____, stating "Exclude me from the settlement class in *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911 (M.D. Fla) and include your name and address. If you do not exclude yourself, you will lose your right to sue Electrolux and obtain any compensation from it other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the Clerk of the Court, Sam M. Gibbons U.S. Courthouse 801 North Florida Ave., Tampa, FL 33602. The fairness hearing will be held at the Court on [DATE] at [TIME] in Courtroom 13A. You or your attorney (if you choose to hire one) may appear at the hearing by mailing a notice and entry of appearance to the Court. Objections and entries of appearance must be mailed and postmarked no later than [DATE].

Class Counsel's attorney fees and contact information. If the settlement is approved, Class Counsel will request an award of attorney fees not to exceed \$3,300,000.00 and reimbursement of litigation costs not to exceed \$400,000.00, and service awards to the Class Representatives of \$4,000 by household (or \$8,000 in total), such fees, costs, and awards to be paid by Electrolux separately from and in addition to the benefits to the Class. You can write to Class Counsel at: R. Brent Irby, Esq. of the law firm of McCallum, Hoaglund, & Irby, LLP, 905 Montgomery Highway, Suite 201, Vestavia Hills AL 35216.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.\[WEBSITE\]](http://www.[WEBSITE]) o escribe al Administrador de Reclamos: *Electrolux Front-Loading Washers Settlement*, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

***Electrolux Front-Loading Washer
Class Action Settlement***

Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

**Your rights may be affected by
and you may be entitled to cash
or other compensation from a
class action settlement about
Electrolux-manufactured
Electrolux, Frigidaire, Crosley,
White-Westinghouse and
Kenmore front-loading washers.**

For more information on the proposed settlement, filing a claim or objections, and excluding yourself, visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or contact the Settlement Administrator or Class Counsel.

**Do not contact the Court,
Electrolux, or any appliance
retailer or dealer for information**

about the settlement.

“ScanString”

Postal Service: Please do not mark barcode

CLAIM NUMBER: [Claim #]

CONFIRMATION CODE: [Conf Code]

[BAR CODE CLAIM NUMBER]

[NAME]

[STREET]

[CITY STATE ZIP]

[POSTAL BAR CODE]

EXHIBIT F

Legal Notice

If you purchased, acquired, or received as a gift a new Electrolux-manufactured high efficiency front-loading washing machine (under brand names Electrolux, Frigidaire, Crosley, White-Westinghouse or Kenmore) from 2004 thru 2011, you may be entitled to cash or other compensation as part of a class action settlement.

A settlement has been reached with Electrolux Home Products, Inc. (“Electrolux” or “Defendant”) in a class action lawsuit claiming that certain front-loading washing machines manufactured and purchased in the United States between January 1, 2004 and December 31, 2011 fail to adequately self-clean themselves of laundry residue, resulting in mold, mildew and/or Odor Issues (as defined at [www.\[WEBSITE\].com](http://www.[WEBSITE].com)) inside the washer and that can ruin laundry. Defendants deny they did anything wrong. You can visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com) to see a complete list of the washer models that are included in the settlement, referred to as the “Class Washers.”

WHO IS INCLUDED? The settlement includes all individual consumers who, in the United States and its territories, between January 1, 2004 and December 31, 2011: (a) purchased a new unused Class Washer; (b) acquired a new unused Class Washer as part of a purchase or remodel of a home; or (c) received a new unused Class Washer as a gift.

WHAT DOES THE SETTLEMENT PROVIDE? All members of the settlement class are eligible to receive a 5% cash rebate off the purchase of a new Electrolux-manufactured appliance listed on the Appliance Options List. Further, members of the settlement class who experienced persistent (that is, more than one time) mold, mildew or Odor Issues inside their Class Washers within five years after purchasing the Class Washer are eligible to instead make a claim for one of three enhanced benefits: (a) a \$50 cash payment; (b) a 20% cash rebate off the purchase of a new Electrolux-manufactured eligible appliance; or (c) cash reimbursement, up to \$500 in total for all reimbursements, for documented out-of-pocket costs to service or replace a Class Washer and replace damaged garments or other fabric materials (subject to a \$150 sublimit and the overall \$500 limit for all reimbursements) due to persistent mold, mildew or Odor Issues. To be eligible for any benefit, you must submit a Claim Form and required documentation to the Settlement Administrator online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or by mail to the Settlement Administrator’s address listed below postmarked **no later than [Date/Time To Come]**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

IMPORTANT: Some Class Members are prequalified for settlement payments based on Electrolux’s customer records. Prequalified class members are automatically eligible to receive either a \$50 cash payment or a 20% cash rebate. Prequalified class members may choose to claim a cash reimbursement payment, up to an overall total of \$500, for documented out-of-pocket expenses to service or replace a Class Washer and/or for damaged garments or other fabric materials (up to \$150 as part of the \$500 limit) due to persistent mold, mildew, or Odor Issues.

HOW DO YOU ASK FOR A PAYMENT OR REBATE IF YOU QUALIFY? Go to [www.\[WEBSITE\].com](http://www.[WEBSITE].com) and file a claim online or download, print, complete, and mail a Claim Form to the Settlement Administrator. Claim Forms also are available by calling [Toll Free Number]. You must complete and submit a Claim Form with any required documents by **[Date/Time To Come]**.

YOUR OTHER OPTIONS: If you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it. The deadline to exclude yourself is **[Date/Time To Come]**. Unless you exclude yourself, you will give up any right to sue Electrolux or any retailers for the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (*i.e.*, do not exclude yourself), you may object to the settlement or Class Counsel’s fees by **[Date/Time To Come]**. More information can be found in the Frequently Asked Questions document and Settlement Agreement, which are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

THE COURT’S FAIRNESS HEARING: The U.S. District Court, Middle District of Florida, Tampa Division, located at the Sam M. Gibbons U.S. Courthouse, 801 North Florida Avenue, Tampa, FL 33602, will hold a hearing in this case (*Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911) on **[Date/Time To Come]** in Courtroom 13A. At the fairness hearing the Court will decide whether to approve: (1) the settlement; (2) Class Counsel’s request for attorney fees up to \$3,300,000 and for reimbursement of litigation expenses up to \$400,000; and (3) Class Counsel’s request for service awards to the Class Representatives in the amount of \$4,000 by household or \$8,000 in total. If approved, these fees, expenses, and awards will be paid separately by Electrolux and will not reduce the amount of money available to Class Members. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

WANT MORE INFORMATION? Call, go to the website, or write to Electrolux *Front-Loading Washers Settlement*, [Address, City, State, Zip]

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web www.WasherSettlement.com o escribe al Administrador de Reclamos: Electrolux *Front-Loading Washers Settlement*, [Address, City, State, Zip]

1-[Toll Free Number]

[www.\[WEBSITE\].com](http://www.[WEBSITE].com)

EXHIBIT G

UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.\[WEBSITE\].com](http://www.[WEBSITE].com) o escriba al Administrador de Reclamos: Electrolux *Front-Loading Washers Settlement*, [Address, City, State, Zip]

If you purchased or owned a new high-efficiency front-loading washing machine manufactured by Electrolux, you may be entitled to cash or other compensation from a class action settlement.

Includes the following brands:

Electrolux, Frigidaire, Crosley, White-Westinghouse, and Kenmore

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in certain class action lawsuits against Electrolux Home Products, Inc. (“Electrolux” or “Defendant”) regarding certain front-loading washing machines purchased during the period from January 1, 2004 through December 31, 2011.
- If you are included in the Settlement, you may qualify for one of a variety of benefits including a cash payment, a rebate on the purchase of a new washing machine or dryer, or reimbursement for out-of-pocket expenses incurred due to past persistent mold, mildew or Odor Issues (as defined at [www.\[WEBSITE\].com](http://www.[WEBSITE].com)) inside your washing machine.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: [To Come]	The only way to get a cash payment, a rebate for the purchase of a new washing machine or dryer, reimbursement for the repair or replacement of a washing machine with mold, mildew or Odor Issues or for the limited replacement for damaged garments due to mold, mildew or Odor Issues inside the washing machine.
EXCLUDE YOURSELF Deadline: [To Come]	This is the only option that allows you to ever be part of another lawsuit against the Defendant about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits from this Settlement.
OBJECT Deadline: [To Come]	The only way to tell the Court that you are unhappy with something about the Settlement.
ATTEND THE HEARING [To Come] at [time] EST	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will not receive a cash payment, new washer or dryer rebate, or reimbursement for repair or replacement expenses, and you will give up your right to ever be part of another lawsuit against Defendant about the legal claims resolved by this Settlement.

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be issued if you submit a valid claim, the Court approves the Settlement, and after any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-[TOLL FREE NUMBER] OR GO TO [WWW.\[WEBSITE\].COM](http://www.[WEBSITE].com)

BASIC INFORMATION

1. Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed Settlement and about all of your options before it decides whether to approve the Settlement. This notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, and who may qualify for them.

Judge Charlene Edwards Honeywell of the United States District Court, Middle District of Florida, Tampa Division is overseeing the Settlement. The case is known as *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911. The people who sued are called the “Plaintiffs” and the company they sued, Electrolux Home Products, Inc. (“Electrolux”) is called the “Defendant.”

2. Why did I receive this notice?

If you received a notice by mail or email, the Defendant’s records indicate you may have purchased during the period from January 1, 2004 through December 31, 2011 a new and previously unused high-efficiency front-load washing machine manufactured by Electrolux (including 3.1, 3.5, and 4+ platforms) and sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names. These specific washing machines are referred to as the “Class Washers” throughout this notice.

3. What are the lawsuits about?

The lawsuits claim that the Class Washers fail to self-clean and tend to accumulate bacteria and mold, resulting in mold, mildew and Odor Issues and damaged garments and other fabrics. The lawsuits further claim that the defendant breached warranties, was negligent, and violated various state consumer protection statutes in connection with the manufacture and sale of the Class Washers.

Defendant denies there is any defect in the Class Washers. Defendant also denies it violated any law or engaged in any wrongdoing. The Settlement is not an admission of any liability.

The Settlement does not include personal injury claims and does not release any of these claims.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue for all people who have similar claims. Together, these people are called a “Settlement Class” or “Class Members.” One court resolves the legal issues for all Class Members, except for those who exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court did not decide which side was right or whether the Class Washers are defective. Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and provide benefits to Class Members. The Settlement does not mean that a Court found that Defendant broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

THE SETTLEMENT CLASS—WHO IS INCLUDED

6. Who is included in the Settlement?

The Settlement Class includes all persons who, in the United States and its territories, from January 1, 2004 through December 31, 2011: (a) purchased a new Class Washer; (b) acquired a Class Washer as part of the purchase or remodel of a home; or (c) received a new Class Washer as a gift.

7. How do I know if I am a Class Member?

To determine if you are a Class Member, you must meet the definition of the Settlement Class and have purchased, acquired, or received a new Class Washer during the Class Period. Please visit the Settlement Administrator’s website [www\[WEBSITE\].com](http://www[WEBSITE].com) to view a list of qualifying Class Washers. You will need to provide documentary proof verifying that you own a Class Washer.

8. Who isn't included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendant and its parents and subsidiaries; (2) insurers of Class Members; (3) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Class Washer purchaser, a Class Washer owner, or a Class Member; (4) people who previously released their claims against Electrolux, (5) all third-party issuers or providers of extended warranties or service contracts for the Class Washers, and (6) the Court overseeing the settlement and the Court's immediate family.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

The Settlement provides several different benefits from which Class Members may be eligible to choose **only one**: (1) a \$50 cash payment, **or** (2) a cash rebate of either 20% or 5% off the retail purchase price of an Electrolux-manufactured appliance on the Appliance Options List at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), **or** (3) reimbursement of up to \$500 for out-of-pocket expenses for Class Washer repairs or replacements due to a persistent (more than once) mold, mildew and/or Odor Issues, **including** up to \$150 for damaged garments or fabrics due to the mold, mildew or Odor Issue in the Class Washer. All reimbursements in total cannot exceed \$500 and no damaged garment or fabric material claim may exceed \$150 within the \$500 total reimbursement limit. Qualified class members may receive one benefit for each Class Washer they purchased or acquired.

10. Tell me more about the \$50 cash payments.

Class Members who experienced a mold, mildew or Odor Issue with their Class Washer within five years of purchase may be eligible to receive a cash payment of \$50. Class Members who previously received compensation or a voluntary benefit from Electrolux will have their \$50 payment reduced by the amount of that compensation or benefit.

Certain Class Members identified in Electrolux's records (called "Pre-qualified Class Members") are pre-qualified to receive a \$50 cash payment. To claim that payment, Pre-qualified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign the Claim Form attesting the statements it contains are true and correct. If you received a notice of the Settlement by U.S. Mail or e-mail that contains a pre-printed claim identification number beginning with a ["2"], then you are a Pre-qualified Class Member.

Class Members who are not pre-qualified (called "Non-Pre-qualified Class Members") may also be eligible to receive a \$50 cash payment. To receive that payment, Non-Pre-qualified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternate proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold, mildew and/or Odor Issue inside their Class Washer within five years of purchase. If you received a mailed or e-mailed notice with a claim identification number that begins with a ["1"], then you are a Non-Pre-qualified Class Member.

Class Members who did not experience a mold, mildew and/or Odor Issue within five years of purchase are ineligible to receive a \$50 cash payment.

11. What are the deadlines to qualify for and receive a \$50 cash payment?

To be eligible for a \$50 cash payment, you must submit your properly completed Claim Form, selecting this Settlement benefit, by the claims deadline: **[DATE TO COME]**.

12. Tell me more about the cash rebates.

20% Cash Rebate: All Class Members who experienced a mold, mildew or Odor Issue inside their Class Washer within five years of purchase may be eligible to receive a cash rebate of 20% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of an Electrolux-manufactured appliance identified on the Appliance Options List at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). Rebates may be used in addition to or incremental to any other sales promotion that is offered towards an eligible appliance. You do not need to still possess the Class Washer to receive the rebate.

To claim the 20% cash rebate, Pre-qualified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign

QUESTIONS? CALL 1-[TOLL FREE NUMBER] OR GO TO [WWW.\[WEBSITE\].COM](http://www.[WEBSITE].com)

Exhibit G – Electrolux Settlement Agreement

the Claim Form attesting the statements it contains are true and correct. Non-Pre-qualified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternative proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold or odor problem with their Class Washer within five years of purchase.

Class Members who did not experience a mold, mildew and/or Odor Issue within five years of purchase are ineligible to receive a 20% cash rebate.

5% Cash Rebate: Class Members who did not experience a mold, mildew or Odor Issue within five years of purchase of a Class Washer are entitled to receive a cash rebate of 5% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of an Electrolux-manufactured appliance on the Appliance Options List. To claim the 5% cash rebate, Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternative proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign the Claim Form attesting that the statements it contains are true and correct. You can find a list of the washer and dryer models eligible for the rebate at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

13. What are the deadlines to qualify for and receive a cash rebate?

To be eligible under the rebate program, you are required to register for the rebate program (i.e., submit a valid Claim Form electing the rebate option) by the claims deadline: **[DATE TO COME]**. You must then purchase your rebate-eligible washer or dryer and submit your completed rebate form and proof of purchase to the Settlement Administrator by the later of [DATE TO COME] or one year from the date you received your blank rebate form from the Settlement Administrator. Thus, you will have at least one year to make an eligible purchase and submit the completed rebate form to the Settlement Administrator.

14. Tell me more about the reimbursements for out-of-pocket expenses.

Class Members who experienced mold, mildew and/or Odor Issues within the first five years of purchase of a Class Washer and who paid out-of-pocket to repair or replace (or both) their Class Washer may be entitled to reimbursement of the amount of those expenses, up to \$500 in total. Reimbursement of amounts for damaged garments and fabrics also are limited to up to \$150 in total and the amount of this reimbursement counts against the total \$500 limit to all reimbursements in the aggregate. Eligibility requirements for this benefit are as follows:

- Proof of Ownership. Class Members must submit their Washer model and serial numbers (or alternative proof of purchase or ownership of a Class Washer) and swear under oath that they experienced mold, mildew, or Odor Issues within five years of purchase of a Class Washer. Note – this requirement does not apply to Pre-qualified Class Members.
- Reimbursement for paid repairs: If you provide sufficient documentary proof that you in fact paid out-of-pocket costs to repair your Class Washer as a result of a mold, mildew and/or Odor Issue (service tickets, receipts, cancelled checks, etc.) you will be reimbursed for the amount that documentary proof shows you paid for the repair, up to \$500, which is the aggregate limit for all reimbursement claims in total. The first documented service call, complaint, or manifestation of mold, mildew or Odor Issue inside your Class Washer must have occurred within the first five years after purchase, and no replacement expenses will be reimbursed if they were incurred after December 31, 2016.
- Reimbursement for paid replacements: If you provide sufficient documentary proof that you paid for a replacement washing machine as a result of a mold, mildew and/or Odor Issue with your Class Washer, Electrolux will reimburse the out-of-pocket costs paid up to \$500, which is the aggregate limit for all reimbursement claims in total. Class Members seeking reimbursement for replacement washer costs must additionally submit documentation showing that, before replacing the Washer, he or she had at least three incidents of mold, mildew and/or Odor Issues inside their Class Washer for which they made complaints, service calls, or attempts to remedy the problem themselves (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or any combination of such documentation showing repeated mold or odor problems). The first documented service call, complaint, or manifestation of mold, mildew and/or Odor Issue must have occurred within the first five years after purchase. No replacement expenses will be reimbursed if they were incurred after December 31, 2016.
- Reimbursement for damaged garments or other fabric materials: If you provide sufficient documentary proof that you paid to replace damaged garments or other fabric material as a result of a persistent mold, mildew, and/or Odor Issue inside your Class Washer, Electrolux will reimburse the out-of-pocket

QUESTIONS? CALL 1-[TOLL FREE NUMBER] OR GO TO [WWW.\[WEBSITE\].COM](http://www.[WEBSITE].com)

Exhibit G – Electrolux Settlement Agreement

costs paid up to \$150, which also is subject to the total \$500 limit for any and all reimbursements. Class Members seeking reimbursement for replacement of damaged garments or other fabric material must additionally submit documentation showing that, before replacing the damaged garments or fabrics, he or she had at least three incidents of mold, mildew, and/or Odor Issues for which they made complaints, service calls, or attempts to remedy the problem themselves (e.g., a service ticket, a complaint to Electrolux, a receipt for purchase of washing machine cleaner, or any combination of such documentation showing repeated mold, mildew or odor problems). The first documented service call, complaint, or manifestation of mold, mildew and/or Odor Issue must have occurred within the first five years after purchase. No replacement expenses will be reimbursed if they were incurred after December 31, 2016.

Class Members who previously received compensation or a voluntary benefit from Electrolux will have the amount of their reimbursement reduced by the amount of that compensation or benefit.

After all claims are submitted, Electrolux and Class Counsel will provide the Settlement Administrator with records of any prior contacts they had with claimants who are attempting to prove replacement damages, in the event those records may positively impact their claims.

For any claims the Settlement Administrator determines are invalid, the Settlement Administrator will mail and/or email a Notice of Claim Denial explaining why the claim is denied. Claimants will have 30 days to fix any deficiencies in their claim. Any claimant for a reimbursement of out-of-pocket expenses whose claim is denied because he or she cannot prove the repair or replacement expenses but who otherwise submits a valid claim for a mold problem will be permitted to select the \$50 cash or 20% rebate option for which he or she is qualified.

15. What is the deadline to qualify for reimbursement of out-of-pocket expenses?

You will have until **[DATE TO COME]**, to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses to repair or replace a Class Washer due to mold, mildew or Odor Issues.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

16. How many benefits can I receive?

If you qualify, you may receive one benefit (i.e., one of: a \$50 cash payment, a 20% or 5% cash rebate, or reimbursement up to \$500 for documented out-of-pocket repair or replacement costs) for each Class Washer that you purchased or acquired. You must submit a separate Claim Form for each Class Washer. You must elect the benefit you wish to receive at the time you submit your Claim Form.

17. How do I get a Settlement benefit to which I may be entitled?

You must complete and submit a Claim Form, including required documentation. Your Claim Form and documentation must be submitted online no later than, or mailed via U.S. Mail with a postmark no later than, **[DATE TO COME]**. Claim Forms are available for download and submission at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). They also are available by contacting the Settlement Administrator at [toll free number] or [email address] or by writing a letter to Electrolux Front-Loading Washers Settlement, [ADDRESS, CITY, ZIP].

18. What rights am I giving up by getting benefits and staying in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. Generally, that means you won't be able to sue, continue to sue, or be part of any other lawsuit against Defendant or other released persons ("Released Persons") for the legal issues and claims resolved by this Settlement. **Personal injury claims are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 19).

19. What are the Released Claims?

The claims that you are releasing, the “Released Claims,” are all claims set forth in the Amended Complaint, available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), including for economic loss and property damage relating to the use and performance of the Class Washer, including all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, cost of damaged garments or other fabrics, or premium-price damages, arising out of the Class Members’ purchases or uses of the Class Washers. The Released Persons are the Defendant, together with its respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of their respective past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (c) all distributors, retailers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Washers. The Settlement is expressly intended to cover and include all such claims, actions, and causes of action for economic losses or damages (including, but not limited to, claims for diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or premium-price damages), dealing whatsoever with the Class Washers. **The Released Claims, however, do not include any claims for personal injury. The Released Claims do include property damage, including damage to the Class Washer itself and damage to any garments or fabric materials.** The complete Settlement Agreement describes the Released Claims in necessary legal terminology. Please read it carefully. A copy of the Settlement Agreement is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS**20. Do I have a lawyer in this case?**

Yes. The Court appointed Edward Wallace, Esq. of the law firm of Wexler Wallace LLP and R. Brent Irby, Esq. of the law firm of McCallum, Hoaglund, & Irby, LLP as Lead Class Counsel, to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will these lawyers be paid?

Class Counsel, who have worked on the lawsuits for over nine years, will ask the Court to award them up to \$3,300,000 for attorney fees, plus up to \$400,000 for reimbursement of the litigation expenses and costs they incurred. They will also ask for a service award of \$4,000 to be paid to the three Class Representatives by household or \$8,000 in total. If approved by the Court, Electrolux will separately pay these fees, costs, expenses, and service awards. These amounts will not reduce the amount of benefits available to Class Members. Defendant also has agreed to pay the Settlement Administrator’s fees and expenses, including the costs of mailing the Notices and distributing any payments owed to Class Members as part of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue Defendant about the legal claims in this lawsuit, and you don’t want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is sometimes called “opting out” of the Settlement Class.

22. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator an Opt-Out Form available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or a letter stating: “I want to be excluded from the Settlement Class in *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911 (M.D. Fla.)” Your Opt-Out Form or letter must include your full name, current address, your signature, and the date you signed it. To be valid, your Opt-Out Form or request for exclusion must be sent to the Settlement Administrator at the address below with a postmark no later than **[DATE TO COME]**.

Electrolux Front-Loading Washers Settlement
 ATTN: Exclusion Requests
 [ADDRESS]
 [CITY, STATE, ZIP]

QUESTIONS? CALL 1-[TOLL FREE NUMBER] OR GO TO [WWW.\[WEBSITE\].COM](http://www.[WEBSITE].com)

23. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you are telling the Court you don't want to be part of the Settlement Class in this Settlement. You can only get Settlement benefits if you stay in the Settlement Class and submit a valid Claim Form for benefits as described above.

24. If I don't exclude myself, can I sue Defendant for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendant for the claims that this Settlement resolves and releases (see Question 19). You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or any part of it.

25. How do I tell the Court if I don't like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To do so, you or your attorney must mail to the Court a written objection and supporting papers. All objections must be filed with the Clerk of the Court and served on counsel for the Parties and received in writing or postmarked no later than [DATE TO COME]. Your objection must contain the name of this lawsuit (*Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911 (M.D. Fla.)); and (1) your full name and current address and telephone number; (2) the serial number and model number of your Class Washer; (3) the specific reasons for your objection and any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (4) your signature and the date of your signature. You must mail your written objection to the Court and counsel for the Parties at the following address:

Court	Class Counsel	Defendant's Counsel
Clerk of the Court Sam M. Gibbons U.S. Courthouse 801 North Florida Avenue Tampa, FL 33602	R. Brent Irby, Esq. McCallum, Hoaglund, & Irby, LLP 905 Montgomery Hwy., Ste. 201 Vestavia Hills AL 35216	John H. Beisner, Esq. Skadden, Arps, Slate, Meagher & Flom LLP 1440 New York Avenue, N.W. Washington, D.C. 20005

Your written objection must be mailed with a postmark no later than [DATE TO COME]

26. What is the difference between objecting and asking to be excluded from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object, because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you don't have to.

27. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on [DATE TO COME], at the U.S. District Court for the Middle District of Florida, Tampa Division, located at the Sam M. Gibbons U.S. Courthouse, 801 North Florida Avenue, Tampa, FL 33602, Courtroom 13A, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 29). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Please check [www.\[WEBSITE\].com](http://www.[WEBSITE].com) for updates.

28. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have about the Settlement. But, you are welcome to come at your own expense. If you mail an objection to the Settlement, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, signed it, and provided all of the required information (see Question 25) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

29. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must mail a written request to the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Wendy Grasso and Nicholas Grasso, on behalf of themselves and all others similarly situated v. Electrolux Home Products, Inc.*, No. 8:16-cv-00911. You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear. Your written request must be mailed to the Court by **[DATE TO COME]**.

IF YOU DO NOTHING**30. What happens if I don't do anything?**

If you do nothing, you won't get any benefits from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Persons about the legal issues or claims resolved and released by this Settlement.

GETTING MORE INFORMATION**31. What if I feel like I need more information about what I should or should not do?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). If you have questions you may contact the Settlement Administrator at Electrolux Front-Loading Washers Settlement, [Address, City, State, Zip], [email address to come], or [toll free number] or Class Counsel's websites. If you wish to communicate directly with Class Counsel, you may contact them at the address or phone number listed on their website.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.\[WEBSITE\].com](http://www.[WEBSITE].com) o escribe al Administrador de Reclamos: Electrolux *Front-Loading Washers Settlement*, [Address, City, State, Zip].

DO NOT WRITE OR CALL THE COURT, ELECTROLUX, FRIGIDAIRE, CROSLEY, WHITE-WESTINGHOUSE OR KENMORE OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

EXHIBIT H

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**Wendy Grasso and Nicholas Grasso, on
behalf of themselves and all others similarly
situated,**

Plaintiffs,

v.

Electrolux Home Products, Inc.,

Defendant.

No. 8:16-cv-00911-CEH-TGW

Class Action

**[PROPOSED] FINAL ORDER AND JUDGMENT CERTIFYING THE CLASS
APPROVING THE CLASS ACTION SETTLEMENT, AND
DISMISSING THE ACTION WITH PREJUDICE**

Upon considering the Joint Motion for Approval of Class Settlement (the “Joint Motion”), filed by plaintiffs on behalf of the Class and defendant Electrolux Home Products, Inc. (“Electrolux”), seeking approval of the Proposed Settlement Agreement (or the “Proposed Settlement,” on file with the Court as Exhibit A to the Joint Motion for Preliminary Approval of Class Settlement, Class Notice and Related Matters, dated October __, 2017), the Plaintiffs’ Motion for Certification of a Class for Purposes of Settlement (the “Certification Motion”) filed by plaintiffs, and Class Counsel’s Motion for Approval of an Award of Attorneys’ Fees and Memorandum in Support Thereof, and on considering the record of these proceedings, the representations, argument, and recommendation of counsel for the moving parties, and the requirements of law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court has jurisdiction over the subject matter and parties to this proceeding pursuant to 28 U.S.C. § 1332.
2. Venue is proper in this district.
3. The Court finds for settlement purposes only, that the Rule 23 factors are present and that certification of the proposed Class, as defined and set forth below, which was approved previously, is appropriate under Rule 23(a) and Rule 23(b)(3), in particular:

“Class” or “Settlement Class” means:

All individual consumers who between January 1, 2004, and December 31, 2011, purchased a “Class Washer” (as defined below) in the United States.

The term “purchased” shall include the acquisition of a Class Washer by (i) payment of consideration for said Class Washer, (ii) as part of the purchase or remodel of a home, or (iii) receiving a Class Washer as a gift.

Excluded from the Settlement Class are (a) officers, directors, and employees of Electrolux or its parents or subsidiaries, (b) insurers of members of the Settlement Class, (c) any entity purporting to be a subrogee of a member of the Settlement Class, (d) all third-party issuers or providers of extended warranties or service contracts for Class Washers, (e) persons who previously settled and released their claims against Electrolux with respect to the front-loading washing machines that are the subject of this Settlement, (f) the Court overseeing the proposed settlement and the Court’s immediate family, and (g) those individuals who timely and validly exclude themselves from the Class by means of the Opt Out Procedure.

“Class Washer” means any new and previously unused high-efficiency front-load washing machine manufactured by Electrolux (including 3.1, 3.5, and 4+ platforms) and sold under the Electrolux, Frigidaire, Crosley, White-Westinghouse, or Kenmore brand names.

4. The following are the “Released Claims” and “Released Persons” as defined in the Proposed Settlement Agreement:

“Released Claims” means any and all known or unknown economic injury claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory or exemplary, liabilities of any nature or under any theory or statute whatsoever, including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Class Member who has not timely excluded themselves from the Class, whether or not they object to the settlement, ever had or now has, directly, representatively, derivatively or in any capacity, arising out of or in any way connected with the purchase, use and performance of a Class Washer in the United States, including but not limited to, (i) all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, cleaning, consequential damages, property damage, or premium-price damages, arising out of the Settlement Class member’s purchase or use of a Class Washer, and (ii) the allegations contained in the Litigation. The Released Claims do not include any claims for personal injury or death or claims derivative of such claims, nor does this Settlement revive any such claims.

“Released Persons” means (a) Electrolux Home Products, Inc. (“Electrolux”), (b) all distributors, suppliers, wholesalers, retailers, licensors or licensees, including but not limited to Sears, Roebuck & Company, CBS Corporation and/or any other Person who was in any way involved in or within the chain of distribution of Class Washers, including the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of Class Washers as well as any warranty service providers involved in servicing the Class Washers purchased by a Plaintiff or Settlement Class Member pursuant to a Class Washer new product warranty issued by Electrolux, and (c) the respective past, present, and future parents, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, servants, employees, attorneys, predecessors and successors in interest, assigns, and insurers of the Persons described in the preceding clauses (a) and (b) above.

5. The capitalized terms used above and elsewhere in this Final Order and

Judgment shall have the following meanings:

“Class Member” means all natural persons (or, in the case of minority, death or incapacity, their legal guardians or representatives) in the Class who do not exclude themselves from the Class by the Opt-Out Procedure (as defined below) in accordance with Fed. R. Civ. P. 23(c)(2) and the procedures set forth in the Notice.

“Opt-Out Procedure” shall mean the process for all natural persons (or, in the case of minority, death or incapacity, their legal guardians or representatives) to exercise their right to exclude themselves from the Class in accordance with Fed. R. Civ. P. 23(c)(2) and the procedures set forth in the Notice.

“Opt Outs” shall mean those natural persons (or, in the case of minority, death or incapacity, their legal guardians or representatives) included in the Class definition, but who have timely and properly exercised their right to exclude themselves from the Class under the Opt-Out Procedure, and therefore are no longer Class Members.

“Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

“United States” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

6. Specifically, the Court finds for settlement purposes only that the Class described above satisfies the following factors of Rule 23(a) and Rule 23(b)(3):

- (a) Numerosity: In this case, many thousands of individuals have asserted claims or have potential claims given the number of Class Washers purchased from 2004 through 2011. Thus, the Rule 23(a)(1) numerosity requirement has been met.
- (b) Commonality: Plaintiffs’ claims are common in that they allege that Class Washers were defective and could lead to mold, mildew, or odor issues.
- (c) Typicality: The proposed class representatives’ claims arise from the same course of conduct and share the substantially same legal theory, as do the claims of the putative Class members. Furthermore, the proposed Class representatives will advance the interests of all class members. The individual class representatives allege various causes of action for recovery of alleged harms arising from the purchase and use of a Class Washer, including mold, mildew, or odor issues. The proposed class representatives’ claims are typical of those of the proposed Class and satisfy Rule 23(a)(3).

- (d) Adequacy: The proposed class representatives assert claims representative of the claims of the entire class. As such, even though the claims may not be identical to every claim of every putative Class member, the proposed class representatives can adequately represent the putative Class.

The adequacy factor also considers Class Counsel. In this case, Class Counsel regularly engage in complex litigation similar to the present case and have dedicated substantial resources to the prosecution of this matter. The adequacy requirement is satisfied.

- (e) Predominance: There is predominance. Common issues include: (a) whether Class Washers were defective resulting in a risk of mold, mildew, or odor issues, and (b) whether Electrolux adequately disclosed the risks. The resolution of these questions is relevant to essential elements of every Class member's claims.
- (f) Superiority: A settlement class that will determine the issues common to all Class members and fix compensation for alleged economic injury is superior to thousands of trials that would risk disparate results for similarly situated people and entities.

7. In the interest of clarity, the Court reiterates that it makes the above findings set forth in paragraphs 3 and 6 regarding certification of the Class only for the purposes of settlement.
8. The Court reconfirms the appointment of the Class Representatives.
9. A class action settlement should be approved so long as it is "fair, adequate and reasonable and is not the product of collusion between the parties." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The Court approves the Proposed Settlement dated October __, 2017, together with all of its Exhibits, on file with the Court as Exhibit A to the Joint Motion for Preliminary Approval of Class Settlement, Class Notice and Related Matters, dated October __, 2017, as being fair, adequate, and reasonable and in the best interests of the Class,

satisfying Rule 23(e) and the fairness and adequacy factors of this Circuit. In particular, the Court finds that:

Fairness and Adequacy of the Proposed Settlement.

The Court finds that the Proposed Settlement is fair and adequate.

The fairness and adequacy factors concern whether there has been arm's-length bargaining and a lack of fraud or collusion. Courts in this Circuit also consider the following six factors: "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved." *Id.*

No Fraud or Collusion.

The facts and circumstances of the negotiations set forth in counsel's affidavits and papers demonstrate that there has been considerable arm's-length bargaining following extensive discovery and litigation. A proposed class action settlement is considered presumptively fair where, as here, there is no evidence of collusion and the parties, through capable counsel, have engaged in arm's-length negotiations. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) ("A 'presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.'").

Here, there is no evidence that the parties engaged in anything other than arm's-length negotiations through qualified counsel. Moreover, the Court is also satisfied that Class Counsel was sufficiently informed to vigorously advocate on the Class' behalf and did so. Therefore, the Court finds that the Proposed Settlement is presumptively fair and adequate.

The Likelihood of Success at Trial

Plaintiffs face significant difficulties in proving the substance of their claims, including that they sustained actual economic harm or property damage as a result of defendant's alleged conduct. This difficulty, balanced against the relatively assured compensation under the Proposed Settlement, weighs in favor of the fairness and adequacy of the compromise. Plaintiffs' ability to prevail on the merits of this litigation, as in all contested matters, is uncertain. The Proposed Settlement, however, confers relatively assured and substantial benefits for Class Members' claims who have adequate proof of their Class Washer claims.

Plaintiffs' claims would require substantial evidence and expert testimony to prove liability, causation, and damages. The Proposed Settlement and its claims procedure simplifies what is required of Class Members to make a claim.

The Proposed Settlement offers relatively assured, prompt and fair compensation. The balance between the uncertainty of litigated claims and the assuredness of settled claims convinces the Court of the fairness and adequacy of the Proposed Settlement.

Range of Possible Recovery

The range of possible recovery in an action of this type includes zero recovery by plaintiffs or members of the class up to some modest sum to address out-of-pocket costs to address mold or odor problems. The Court is satisfied that the Proposed Settlement provides adequate compensation at least on or above the point of the range of possible recovery at which settlement here is fair, adequate and reasonable. Moreover, the Court finds it significant that the Proposed Settlement contemplates a level of compensation for those Class Members who cannot submit proof of previously reported problems with their Class Washers. It also provides a reasonable recovery for damaged clothes provided adequate proof of such a claim is provided.

Complexity, Expense and Duration of Further Litigation.

The complexity, expense, and duration of further litigation weigh heavily in favor of the Proposed Settlement as well. There is no doubt that the time and expense of continuing the litigation would be substantial. Avoiding that unnecessary and unwarranted expenditure of resources and time would benefit all parties and the Court.

The Substance and Amount of Opposition to the Settlement.

The Court finds that the substance and amount of the objections to the Proposed Settlement are without merit in light of the substantial evidence of the fairness, adequacy, and reasonableness of the Proposed Settlement. The opinions of class counsel, class representatives and absent members strongly indicate the fairness and adequacy of the compromise.

Stage of Proceedings at which Settlement Was Achieved.

This factor focuses on whether the parties are in a position to assess the strength and weaknesses of their respective positions. Notably, the parties have engaged in extensive formal discovery over the lengthy history of this case. Further, in addition to the information developed in this action, the parties have access to information developed in Related Actions, and in other litigation against the makers of other front-loading washing

machines. Thus, Court concludes that this factor militates in favor of finding the Proposed Settlement fair and adequate.

10. The Court finds that the objections filed regarding the Settlement to be without merit.
11. The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated _____. The Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Class, thus constituting the best practicable notice and satisfying due process.
12. The Court holds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this case.
13. The Court reconfirms the appointment of Edward Wallace of Wexler Wallace LLP and R. Brent Irby, Esq. of McCallum, Hoaglund, & Irby, LLP as Co-Lead Class Counsel for the Settlement Class.
14. The Court reconfirms the appointment of the Settlement Administrator.
15. The “Released Claims” (as defined below) of any and all Class Members are **HEREBY DISMISSED WITH PREJUDICE** against all “Released Persons” (as defined below):

“Released Claims” means any and all known or unknown economic injury claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory or exemplary, liabilities of any nature or

under any theory or statute whatsoever, including costs, expenses, penalties and attorneys' fees, in law or equity, that any Class Member who has not timely excluded themselves from the Class, whether or not they object to the settlement, ever had or now has, directly, representatively, derivatively or in any capacity, arising out of or in any way connected with the purchase, use and performance of a Class Washer in the United States, including but not limited to, (i) all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, cleaning, consequential damages, property damage, or premium-price damages, arising out of the Settlement Class member's purchase or use of a Class Washer, and (ii) the allegations contained in the Litigation. The Released Claims do not include any claims for personal injury or death or claims derivative of such claims, nor does this Settlement revive any such claims.

"Released Persons" means (a) Electrolux Home Products, Inc. ("Electrolux"), (b) all distributors, suppliers, wholesalers, retailers, licensors or licensees, including but not limited to Sears, Roebuck & Company, CBS Corporation and/or any other Person who was in any way involved in or within the chain of distribution of Class Washers, including the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of Class Washers as well as any warranty service providers involved in servicing the Class Washers purchased by a Plaintiff or Settlement Class Member pursuant to a Class Washer new product warranty issued by Electrolux, and (c) the respective past, present, and future parents, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, servants, employees, attorneys, predecessors and successors in interest, assigns, and insurers of the Persons described in the preceding clauses (a) and (b) above.

16. By entry of this Final Order and Judgment, each Class Member, and all other persons and entities claiming by, through, or on behalf of, a Class Member, are hereby forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Parties with respect to the Released Claims and forever discharge and hold harmless the Released Parties of and from any and all Released Claims which the Class Member has or may hereafter have.

17. This Final Order and Judgment notwithstanding, this Court retains continuing jurisdiction over the case, the Proposed Settlement, this Final Order and Judgment, the Class Members, the Settlement Administrator, the Settlement Escrow Account, the Plaintiffs, Class Counsel, and Electrolux for the purpose of administering, supervising, construing and enforcing this Settlement and the Final Order and Judgment, supervising the management and disbursement of funds under the Settlement, and addressing any applications for an award of class counsel fees and expenses.
18. Pursuant to the All Writs Act, 28 U.S.C. §1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court, that threatens to undermine the Settlement in this case and this Final Order and Judgment.
19. FINAL JUDGMENT is hereby ENTERED dismissing with prejudice all Released Claims of the Class against all Released Persons as herein described.
20. Pursuant to Fed. R. Civ. P. 54(b), the Court determines that there is no just cause for delay and expressly DIRECTS the ENTRY OF JUDGMENT on all issues contained in this Order.
21. DATED: Tampa, Florida
This _____, day of _____, 2018

Hon. Charlene Edwards Honeywell
Judge, United States District Court