

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

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

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

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

NOTICE OF PROPOSED CLASS SETTLEMENT

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

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

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

I. INTRODUCTION

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

II. BACKGROUND

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

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

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

After protracted, arms-length negotiations, the parties have entered into a Settlement Agreement, which proposes to settle and resolve all of Plaintiff's and Settlement Class Members' claims against GE in this Action. As a result of the proposed Settlement, the Court has (1) determined that this Action should proceed as a class action, for purposes of settlement only, with William Turner as class representative, and (2) granted preliminary approval of the Settlement, subject to a fairness hearing to be held by the United States District Court for the Middle District of Florida, Ft. Myers Division (the "Court") on April 27, 2006 at 10 a.m., at which hearing the Court will consider the fairness, reasonableness, and adequacy of the Settlement Agreement. The Court is located at 2110 First Street, Ft. Myers, Florida 33901. You do not need to attend the hearing unless you wish to object and have filed a timely objection.

This Notice of Proposed Class Settlement is to advise you as a member of the Settlement Class ("Settlement Class Member") of the filing and status of the Action and of your rights with respect to a proposed settlement of the Plaintiff's

¹ Unless otherwise specified, capitalized terms are defined in the Settlement Agreement.

and Settlement Class Members' Claims in this Action (including certain rights that you can lose if you do not protect them). These rights include the right to be excluded from the Settlement Class, as long as you submit a Request for Exclusion by the Opt-Out Deadline established by the Court (March 14, 2006) (*see* Section VIII.B. hereof). If you are a Settlement Class Member and do not request exclusion from the Settlement Class, you will be a Settlement Class Member if certification of the Settlement Class is finally approved and will be bound by the terms of the Settlement. As a Settlement Class Member, you also have the right to object to the Settlement and be heard at the Fairness Hearing, provided you file written objections with the Court by the Objection Date (March 14, 2006) and serve such objections on Settlement Class Counsel and GE's counsel by March 14, 2006, which meet the requirements set by the Court.

III. THE KEY TERMS OF THE SETTLEMENT AGREEMENT

The key terms of the Settlement Agreement are as follows:

A. Settlement Class

The Settlement Class, which the Court has conditionally certified, consists of: all Persons who, as of January 13, 2006, purchased, owned, or currently own a Refrigerator listed on Attachment "A." Excluded from the Settlement Class are: (1) GE and any entity in which GE has a controlling interest or which has a controlling interest in GE, and the legal representatives, assigns and successors of GE; (2) the Judge to whom this case is assigned and any member of the Judge's immediate family; and (3) all Persons who, in accordance with the terms of the Settlement Agreement, properly execute and timely file a Request for Exclusion with the Claims Administrator.

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

B. The Benefits of the Settlement Agreement

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

1. Additional Warranty Protection:

All Settlement Class Members are eligible for Additional Warranty Protection for Moisture-Related Problems. The Additional Warranty Protection does not cover any potential service or repairs other than Moisture-Related Problems as detailed in the Settlement Agreement. The Additional Warranty Protection runs for one year, from January 13, 2006 to January 12, 2007. To obtain the Additional Warranty Protection, you must submit a properly completed and executed Claim Form for the Additional Warranty Protection by the Claim Deadline for Additional Warranty Protection (April 13, 2006). If you do not submit your Claim for Additional Warranty Protection by the Claim Deadline for Additional Warranty Protection (April 13, 2006), you will not receive Additional Warranty Protection. Further, to arrange for a Moisture-Related Service Call pursuant to the Additional Warranty Protection, Settlement Class Members must call GE at 1-866-839-4463. All service and labor to be performed pursuant to the Additional Warranty Protection shall be performed by a GE factory service technician or an authorized GE customer care servicer. In addition, for Settlement Class Members who already have an existing service contract on their Refrigerators and who timely submit a valid Claim for Additional Warranty Protection, GE will provide a full year of Additional Warranty Protection for Moisture-Related Problems after the existing service contract expires.

2. Refrigerator Exchange:

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

January 13, 2006 must be performed by a GE factory service technician or an authorized GE customer care servicer pursuant to the Additional Warranty Protection.

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

3. Reimbursement:

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

(ii) GE shall also reimburse Settlement Class Members whose Refrigerator required three or more unsuccessful Moisture-Related Service Calls prior to December 9, 2005, and who replaced their Refrigerators prior to December 9, 2005 as a result of continued Moisture-Related Problems, for the reasonable cost of the replacement refrigerator unit up to the amount of the original Refrigerator's purchase price. To obtain this Reimbursement Benefit, a Settlement Class Member must submit to the Claims Administrator by the Claim Deadline for Reimbursement (April 13, 2006) a properly completed and executed Claim Form containing the following required proof: (1) receipt(s), invoice(s), or purchase order(s) that clearly identify the amounts paid and the product(s) or service(s) purchased for the purpose of resolving a Moisture-Related Problem (credit card statements will not be acceptable unless they identify the product(s) purchased and/or service(s) performed); (2) receipt(s), invoice(s) or purchase order(s) that clearly identify the purchase of and amount paid for a replacement refrigerator (credit card statements will not be acceptable unless they identify the product(s) purchased); and (3) a certification attesting, under penalty of perjury, that the Settlement Class Member's Refrigerator required three or more unsuccessful Moisture-Related Service Calls during the period running from the date of purchase of the Refrigerator until December 9, 2005, that the Settlement Class Member purchased the replacement product to replace a Refrigerator suffering from Moisture-Related Problems, that the Settlement Class Member disposed of the Refrigerator such that the Refrigerator is no longer in service, and that the Refrigerator still had a Moisture-Related Problem at the time of disposal.

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

C. Class Notice and Settlement Administration

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

D. Attorneys' Fees and Expenses

Subject to Court approval, GE has agreed to pay attorneys' fees, costs, and expenses to Class Counsel in the total amount of \$1,325,000 as follows: (1) \$1,250,000 for fees, costs and expenses allocable to work performed and costs and expenses incurred prior to the Effective Date and payable within thirty (30) days after the Effective Date of the Settlement; (2) \$50,000 for fees allocable to work performed after the Effective Date and payable 30 days after all Benefits have been provided to Settlement Class Members pursuant to paragraph 5 of the Settlement Agreement; and (3) \$25,000 for actual out-of-pocket costs and expenses, if any, incurred after the Effective Date and payable thirty (30) days after all Benefits have been provided to Settlement Class Members pursuant to paragraph 5 of the Settlement Agreement. Class Counsel shall provide to GE actual invoices to document such out-of-pocket costs and expenses. These amounts do not reduce the Benefits available to Settlement Class Members and are in addition to and separate from all other consideration and

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

E. Incentive Award for Settlement Class Representative

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

IV. REASONS FOR THE SETTLEMENT

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

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

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

V. RELEASES

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

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

VI. LIMITS OF CONSIDERATION AND BENEFITS

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

VII. DENIAL OF LIABILITY

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

VIII. RIGHTS AND OPTIONS OF SETTLEMENT CLASS MEMBERS

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

A. You May Become a Settlement Class Member

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

The Claim Form for Additional Warranty Protection must be submitted by the Claim Deadline for Additional Warranty Protection (April 13, 2006). The Claim Form for Reimbursement must be submitted by the Claim Deadline for Reimbursement (April 13, 2006). The Claim Form for Refrigerator Exchange must be submitted by the Claim Deadline for Refrigerator Exchange (January 12, 2007) (**NOTE:** for persons who have an existing service contract and who have timely made a valid Claim for Additional Warranty Protection, the Claim Deadline for Refrigerator Exchange is one year from the expiration date of the service contract). A Claim Form is included with this Notice. Claim Forms also may be obtained by visiting the following website: www.geappliances.com/classaction, by calling GE at 1-866-839-4463, or by writing GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241. If you fail to properly and timely make your Claim, you will lose your right to receive Benefits under the Settlement.

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

B. You May Request Exclusion from the Settlement Class

If you request exclusion from the Settlement Class, you will not be bound by any Order, Judgment, or Settlement of this Action, and you will not receive the Benefits of the Settlement. A Settlement Class Member wishing to be excluded from the Settlement Class, must submit a Request for Exclusion stating: (1) the Settlement Class Member's name, address, and telephone number; (2) the model number and serial number of the Refrigerator which the Settlement Class Member purchased, owns and/or owned; and (3) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class. Additionally, the Request for Exclusion must bear the Settlement Class Member's signature. Requests for Exclusion must be sent by mail to GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241 and must be postmarked no later than midnight on the Opt-Out Deadline (March 14, 2006). Failure to follow these instructions for requesting exclusion will result in a waiver of your right to exclude yourself from the Settlement Class.

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

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

D. You May Object to the Settlement Agreement

Settlement Class Members may object to the Settlement by filing a written objection with the Clerk for the United States District Court for the Middle District of Florida, Ft. Myers Division. Any objection must be filed by the Objection Date (March 14, 2006). A copy of any objection must also be mailed to Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., 2400 First Street, Suite 303, Ft. Myers, FL 33901, and Edward M. Waller, Jr. and Charles Wachter, FOWLER WHITE BOGGS BANKER P.A., 501 East Kennedy Blvd., Suite 1700, Tampa, FL 33602, postmarked by midnight on the Objection Date (March 14, 2006). You cannot both request exclusion from and object to the Settlement Agreement. Only Settlement Class Members may object to the Settlement. The objection must include:

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

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

IX. THE FAIRNESS HEARING

The Court has given its preliminary approval to the Settlement, has conditionally certified the Settlement Class, and has approved appointment of the Settlement Class Representative and Settlement Class Counsel. The Court will hold a hearing in the Courtroom of the United States District Court for the Middle District of Florida, Ft. Myers Division, on April 27, 2006 at 10 a.m., to determine whether, as recommended by the Settlement Class Representative and Settlement Class Counsel, it should confirm final certification of the Settlement Class, give final approval to the Settlement, grant the application for attorneys' fees and litigation expenses, and grant Settlement Class Representative's incentive awards, and make such other rulings incident thereto as are provided in the Settlement Agreement, including but not limited to executing the proposed Final Order and Judgment, which will dismiss with prejudice all of the Settlement Class Members' Settled Claims against the Released Parties. Attendance at the hearing is not necessary; however, any Settlement Class Member wishing to be heard orally in opposition to the Settlement must indicate this intention in his or her objection as explained above. Settlement Class Members who support the Settlement do not need to appear at the Fairness Hearing or take any other action to indicate their approval.

X. FURTHER PROCEEDINGS

If the Settlement is approved by the Court, and if you submit your Claim (using the required Claim Form) within the time set forth above with the appropriate information/documentation, you will be eligible for Benefits. If the Settlement is not approved or if it is approved but the Final Order and Judgment does not become final, the Settlement will terminate and be null and void, and the Court will vacate the conditional certification of the Settlement Class, appointment of the Settlement Class Representative and Settlement Class Counsel, and the Action will proceed as though the Settlement Class had never been certified and the appointments had not been made.

XI. ADDITIONAL INFORMATION

Any questions you have about the matters in this Class Notice should be directed in writing to Settlement Class Counsel at Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., 2400 First Street, Suite 303, Ft. Myers, FL 33901. You may also receive information by visiting the website at www.geappliances.com/classaction, by calling 1-866-839-4463, or by writing GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241.

DO NOT CONTACT THE COURT.

The content of this Notice is only a summary of the terms of the Settlement. If you wish to obtain a copy of the Settlement Agreement, you may do so by requesting it in writing from Settlement Class Counsel at: Scott Wm. Weinstein, WEINSTEIN BAVLY & MOON, P.A., 2400 First Street, Suite 303, Ft. Myers, FL 33901, by visiting the website at www.geappliances.com/classaction, or by writing to GE at GE Moisture Class Settlement, 2670 Executive Drive, Suite A, Indianapolis, IN 46241. You may, of course, seek the advice and guidance of your own attorney if you desire. The pleadings and other records in this litigation may be examined and copied at any time during regular office hours at the office of the Clerk for the United States District Court for the Middle District of Florida, Ft. Myers Division.

Dated: 12/23/2005
Ft. Myers, Florida

BY ORDER OF THE COURT

ATTACHMENT "A"

Qualifying Models: Must Have Both Eligible Model # and First Two Digits of Serial #
Model and Serial Numbers are listed on the metal plate located on the inside top right of the
refrigerator compartment above the top shelf.

Eligible Model Numbers Serial Plate Model #			And	First Two Digits of Serial Number
BSY25GFMD CC	GSS22JEMA WW	GSS22VGMD CC	GSS25UFMB CC	AA
BSY25GFMD WW	GSS22JEMB BB	GSS22VGMD WW	GSS25UFMB WW	DA
DSS25PFMC CC	GSS22JEMB CC	GSS22WGMA BB	GSS25UFMC BB	FA
DSS25PFMC WW	GSS22JEMB WW	GSS22WGMA CC	GSS25UFMC CC	GA
DSS25PFMD CC	GSS22JEMC BB	GSS22WGMA WW	GSS25UFMC WW	HA
DSS25PFMD WW	GSS22JEMC CC	GSS22WGMB BB	GSS25UFMD BB	LA
ESS22XGMA BB	GSS22JEMC WW	GSS22WGMB CC	GSS25UFMD CC	MA
ESS22XGMA CC	GSS22JEMD BB	GSS22WGMB WW	GSS25UFMD WW	RA
ESS22XGMA WW	GSS22JEMD CC	GSS22WGMC BB	GSS25VGMA WW	SA
ESS22XGMB BB	GSS22JEMD WW	GSS22WGMC CC	GSS25VGMB CC	TA
ESS22XGMB CC	GSS22JFMA CC	GSS22WGMC WW	GSS25VGMB WW	VA
ESS22XGMB WW	GSS22JFMA WW	GSS22WGMD BB	GSS25VGMC CC	ZA
ESS22XGMC BB	GSS22JFMB CC	GSS22WGMD CC	GSS25VGMC WW	AD
ESS22XGMC CC	GSS22JFMB WW	GSS22WGMD WW	GSS25VGMD CC	DD
ESS22XGMC WW	GSS22JFMC CC	GSS25JEMA CC	GSS25VGMD WW	FD
ESS22XGMD BB	GSS22JFMC WW	GSS25JEMA WW	GSS25WGMA BB	GD
ESS22XGMD CC	GSS22JFMC1WW	GSS25JEMB BB	GSS25WGMA CC	HD
ESS22XGMD WW	GSS22JFMD CC	GSS25JEMB CC	GSS25WGMA WW	LD
ESS25XGMA BB	GSS22JFMD WW	GSS25JEMB WW	GSS25WGMB BB	MD
ESS25XGMA CC	GSS22KGMA AA	GSS25JEMC BB	GSS25WGMB CC	RD
ESS25XGMA WW	GSS22KGMA BB	GSS25JEMC CC	GSS25WGMB WW	SD
ESS25XGMB BB	GSS22KGMA CC	GSS25JEMC WW	GSS25WGMC BB	TD
ESS25XGMB CC	GSS22KGMA WW	GSS25JEMD BB	GSS25WGMC CC	VD
ESS25XGMB WW	GSS22KGMB AA	GSS25JEMD CC	GSS25WGMC WW	ZD
ESS25XGMC BB	GSS22KGMB BB	GSS25JEMD WW	GSS25WGMD BB	
ESS25XGMC CC	GSS22KGMB CC	GSS25JFMA CC	GSS25WGMD CC	
ESS25XGMC WW	GSS22KGMB WW	GSS25JFMA WW	GSS25WGMD WW	
ESS25XGMD BB	GSS22KGMC AA	GSS25JFMB CC	GST20IEMB CC	
ESS25XGMD CC	GSS22KGMC BB	GSS25JFMB WW	GST20IEMB WW	
ESS25XGMD WW	GSS22KGMC CC	GSS25JFMC CC	GST20IEMD CC	
GSH22KGMA AA	GSS22KGMC WW	GSS25JFMC WW	GST20IEMD WW	
GSH22KGMA BB	GSS22KGM1WW	GSS25JFMC1WW	GST22JEMB CC	
GSH22KGMA CC	GSS22KGM1WW	GSS25JFMC CC	GST22JEMB VVW	
GSH22KGMA WW	GSS22KGM1WW	GSS25JFMD WW	GST22JEMC CC	
GSH22KGMB AA	GSS22KGM1WW	GSS25KGMA AA	GST22JEMC WW	
GSH22KGMB BB	GSS22QFMA BB	GSS25KGMA BB	GST22KGM1WW	
GSH22KGMB CC	GSS22QFMA CC	GSS25KGMA CC	GST22KGM1WW	
GSH22KGMB WW	GSS22QFMA WW	GSS25KGMA WW	GST22KGM1WW	
GSH22KGM1BB	GSS22QFMB BB	GSS25KGM1AA	GST22KGM1WW	
GSH22KGM1CC	GSS22QFMB CC	GSS25KGM1BB	GST25KGM1WW	
GSH22KGM1WW	GSS22QFMB WW	GSS25KGM1CC	GST25KGM1WW	
GSH22KGM1WW	GSS22QFMB WW	GSS25KGM1CC	GST25KGM1WW	
GSH22KGM1WW	GSS22QFMC BB	GSS25KGM1CC	GST25KGM1WW	
GSH22KGM1WW	GSS22QFMC CC	GSS25KGM1CC	GST25KGM1WW	
GSH22KGM1WW	GSS22QFMC WW	GSS25KGM1CC	GST25KGM1WW	
GSH25KGMA AA	GSS22QGM1BB	GSS25KGM1CC	GST25KGM1WW	
GSH25KGMA BB	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGMA CC	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGMA WW	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGM1AA	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGM1BB	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGM1CC	GSS22QGM1CC	GSS25KGM1CC	GST25KGM1WW	
GSH25KGM1WW	GSS22SGMA BS	GSS25QFMA BB	HSS22IFMA CC	
GSH25KGM1WW	GSS22SGMA WW	GSS25QFMA CC	HSS22IFMA WW	
GSH25KGM1WW	GSS22SGMAKBS	GSS25QFMA WW	HSS22IFMC CC	
GSH25KGM1WW	GSS22SGMB BS	GSS25QFMB BB	HSS22IFMB WW	
GSH25KGM1WW	GSS22SGMBKBS	GSS25QFMB CC	HSS22IFMC CC	
GSH25KGM1WW	GSS22SGMC BS	GSS25QFMB WW	HSS22IFMC WW	
GSH25KGM1WW	GSS22SGMD BS	GSS25QFMC BB	HSS22IFMD CC	
GSH25KGM1WW	GSS22UFMA BB	GSS25QFMC CC	HSS22IFMD WW	
GSH25KGM1WW	GSS22UFMA CC	GSS25QFMC WW	HSS25GDMD WW	
GSS20DBMA CC	GSS22UFMA WW	GSS25QGM1BB	HSS25IFMA CC	
GSS20DBMA WW	GSS22UFMB BB	GSS25QGM1CC	HSS25IFMA WW	
GSS20DBMB CC	GSS22UFMB CC	GSS25QGM1CC	HSS25IFMC CC	
GSS20DBMB WW	GSS22UFMB WW	GSS25QGM1BB	HSS25IFMB WW	
GSS20DBMD CC	GSS22UFMC BB	GSS25QGM1CC	HSS25IFMC CC	
GSS20DBMD WW	GSS22UFMC CC	GSS25QGM1WW	HSS25IFMC WW	
GSS20IEMA CC	GSS22UFMC WW	GSS25SGMA BS	HSS25IFMD CC	
GSS20IEMA WH	GSS22UFMD BB	GSS25SGMAKBS	HSS25IFMD WW	
GSS20IEMA WW	GSS22UFMD CC	GSS25SGMB BS	HST22IFMC CC	
GSS20IEMB CC	GSS22UFMD WW	GSS25SGMBKBS	HST22IFMC WW	
GSS20IEMB WH	GSS22VGMA BB	GSS25SGMC BS	HST25IFMC CC	
GSS20IEMB WW	GSS22VGMA CC	GSS25SGMCKBS	HST25IFMC WW	
GSS20IEMB1WW	GSS22VGMA WW	GSS25SGMD BS	HST25IFMD WW	
GSS20IEMD CC	GSS22VGMB CC	GSS25UFMA BB	SSS25KFMA WW	
GSS20IEMD WH	GSS22VGMB WW	GSS25UFMA CC	SSS25KFMB WW	
GSS20IEMD WW	GSS22VGMC CC	GSS25UFMA WW	SSS25KFMC WW	
GSS22JEMA CC	GSS22VGMC WW	GSS25UFMB BB	SSS25KFMD WW	

Requires Both: Model # and First 2 Digits of SN for Eligibility