

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

**FREQUENTLY ASKED QUESTIONS (“FAQ”)**

**If you purchased a new Samsung-brand top-loading washing machine, you may qualify for benefits and compensation from a class-action settlement.**

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

- A Settlement has been reached in class-action lawsuits against Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd. (together, “Defendants”), and Best Buy Co., Inc., Home Depot U.S.A., Inc., The Home Depot, Inc., Lowe’s Companies, Inc., and Lowe’s Home Centers, LLC, (collectively, “Retailer Defendants”) regarding alleged defects in certain Samsung-brand top-loading washing machines (the “Washers”). Defendants and Retailer Defendants deny all of the allegations in the class-action lawsuits, and also deny that any of the Washers are defective.
- The Washer models that are included in the Settlement were the subject of a voluntary recall initiated on November 4, 2016 (the “Voluntary Recall”). Information about the Voluntary Recall is available at [www.samsung.com/US/TLW](http://www.samsung.com/US/TLW).
- The Settlement Class includes every resident of the United States and its territories who was the original purchaser of a new Washer for household use.
- If you are included in the Settlement Class, you may qualify for one or more benefits under the Settlement such as a rebate, refund, or reimbursement of certain expenses, costs, or repairs.
- Your legal rights are affected whether you act or do not act. Read this FAQ carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM DEADLINE: AUGUST 6, 2019</b>	This is the only way to get certain benefits of the relief described above, including, for those eligible and as provided by the Settlement, an Enhanced Minimum Recall Rebate, a Recall Repair Additional Benefit, and Relief for a Top Separation or Drain Pump Failure that has occurred in the past.  Claim Forms are available at <a href="http://www.washermdlsettlement.com">www.washermdlsettlement.com</a> or by calling 1-855-256-2208.
<b>EXCLUDE YOURSELF DEADLINE: JUNE 7, 2019</b>	This is the only option that allows you ever to be part of another lawsuit against Defendants and/or Retailer Defendants 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.
<b>OBJECTION DEADLINE: JUNE 7, 2019</b>	This is the only way to tell the Court that you are unhappy with something about the Settlement.
<b>ATTEND THE HEARING: OCTOBER 7, 2019 AT 10:00 a.m.</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not be allowed to receive certain benefits provided by the Settlement. You also will give up your right ever to sue Defendants and/or Retailer Defendants regarding the legal claims resolved by this Settlement.

- These rights and options are further explained in this FAQ.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- Benefits will be issued only if you submit a valid claim, the Court grants final approval of the Settlement, and after any appeals are resolved.

**BASIC INFORMATION**

**1. Why was this FAQ issued?**

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

The Honorable Timothy D. DeGiusti, United States District Judge, United States District Court for the Western District of Oklahoma (the “Court”), is overseeing the Settlement. The case is known as *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litigation*, MDL Case No. 5:17-ml-2792-D (W.D. Okla.) (the “Consolidated MDL Lawsuit”). The Consolidated MDL Lawsuit is comprised of, and includes, the various actions consolidated for pretrial proceedings (the “Lawsuits”). The people who sued are called the “Plaintiffs,” and the companies they sued are called the “Defendants and Retailer Defendants.” A complete list of Lawsuits is available at [www.washermdlsettlement.com](http://www.washermdlsettlement.com).

**QUESTIONS? CALL 1-855-256-2208 OR GO TO [WWW.WASHERMDLSETTLEMENT.COM](http://WWW.WASHERMDLSETTLEMENT.COM)**

## 2. What are the Lawsuits about?

The Lawsuits allege that the Washers' tops can detach from the chassis during operation ("Top-Separation"), and that the Washer drain pump can break or detach ("Drain Pump Failure"). Defendants and Retailer Defendants deny all of the allegations in the class-action lawsuits, specifically including allegations regarding Top Separation and Drain Pump Failure, and also deny that any of the Washers are defective.

## 3. Why is this a class action?

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

The Class Representatives in various Lawsuits and Consolidated MDL are identified in the Court documents, available at [www.washermdlsettlement.com](http://www.washermdlsettlement.com).

## 4. Why is there a Settlement?

**The Court did not decide which side was right or whether the Washers are in any way defective.** Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and to provide benefits to Settlement Class Members. The Settlement does not mean that a Court found that Defendants or Retailer Defendants 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 Settlement Class Members.

### THE SETTLEMENT CLASS – WHO IS INCLUDED?

## 5. Who is included in the Settlement?

The Settlement Class includes every resident of the United States and its territories who was the original purchaser of a new Washer for household use.

## 6. How do I know if I am a Settlement Class Member?

To determine whether you are a Settlement Class Member, you must verify that your washer is included in the Settlement. Using the model number from your washer, you can verify whether you are included by comparing that information to this list of qualifying Washer models available at the Settlement Administrator's website ([www.washermdlsettlement.com](http://www.washermdlsettlement.com)).

## 7. Who is not included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendants and Retailer Defendants, (2) insurers of Settlement Class Members, (3) subrogees or all entities claiming to be subrogated to the rights of a Washer purchaser or a Settlement Class Member, and (4) all third-party issuers or providers of extended warranties or service contracts for the Washers.

### THE SETTLEMENT BENEFITS – WHAT YOU CAN GET IF YOU QUALIFY

## 8. What benefits does the Settlement provide?

Settlement Class Members may be eligible to receive one or more of the following benefits, provided they meet certain qualification requirements.

- **Enhanced Minimum Recall Rebate:** for Settlement Class Members who received a rebate under the Voluntary Recall **before August 6, 2019**, an Enhanced Minimum Recall Rebate equal to a net 15.5 percent of the Estimated Purchase Price of their Washer. The net amount is the difference between the rebate amount the Settlement Class Member received under the Voluntary Recall and 15.5% of the Estimated Purchase Price of the Washer.
- **Recall Repair Additional Benefit:** for Settlement Class Members who received a repair under the Voluntary Recall **before August 6, 2019**, a cash rebate ranging from between \$25.00 and \$85.00 for the purchase of a Samsung microwave or Samsung Major Home Appliance (*i.e.*, dishwasher, clothes dryer, range, or refrigerator). No purchase will be eligible unless it is made (1) after the Court holds its Fairness Hearing on October 7, 2019, and (2) after the date on which the Court enters a Final Approval Order.
- **Top Separation Relief:** Settlement Class Members who have actually experienced Top Separation may be eligible to receive one or more of the following benefits, provided they submit a timely Claim Form and meet certain requirements: (1) a full refund of the purchase price of the Washer in exchange for their Washer; and (2) up to \$400.00 reimbursement of certain expenses resulting from the Top Separation, of which no more than \$50.00 may be attributable to Clean-up Costs. The Settlement further provides for a refund and reimbursement of certain expenses for Settlement Class Members who experience Top Separation in the future but within seven years after purchasing their Washer.

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- **Recall Repair Commitment:** Settlement Class Members who, **after** entry of the Final Approval Order issued by the Court, select a Recall Repair under the Voluntary Recall receive a Commitment for Recall Repair from Defendants that a Samsung Authorized Service Provider will make the Recall Repair within fourteen days of the Settlement Class Member's request. Defendants will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card if: (1) the Samsung Authorized Service Provider proves unable, solely as a result of an act or omission by the Samsung Authorized Service Provider, to make the requested Recall Repair made within fourteen days of a Settlement Class Member's request; and (2) Defendants do not decide instead to replace the Settlement Class Member's Washer.
- **Drain Pump Failure Relief:** Settlement Class Members whose Selected Washers (*see* Question #17) have actually experienced Drain Pump Failure may be eligible to receive one or more of the following benefits, provided they submit a timely Claim Form and meet certain requirements: (1) repair of the Selected Washer's drain pump or up to \$150.00 reimbursement of prior Drain Pump Repair Costs; and (2) up to \$400.00 reimbursement of certain expenses resulting from the Drain Pump Failure, of which no more than \$50.00 may be attributable to Clean-up Costs. The Settlement further provides for drain pump repair and reimbursement of certain expenses resulting from Drain Pump Failure for Settlement Class Members who experience Drain Pump Failure before March 9, 2022.

#### 9. Tell me more about the Enhanced Minimum Recall Rebate.

For Settlement Class Members who received a Recall Rebate under the Voluntary Recall **before August 6, 2019**, but who received a rebate amount that is less than 15.5% of the Estimated Purchase Price of their Washer, Defendants will provide an additional payment sufficient to increase the total amount paid to the Settlement Class Member to an amount equal to a net 15.5% of the Estimated Purchase Price of the Settlement Class Member's Washer. Therefore, a Settlement Class Member who received a Recall Rebate under the Voluntary Recall would, under the Enhanced Minimum Recall Rebate, receive the difference in value, if any, between 15.5% of the Estimated Purchase Price of their Washer and the amount they received for their Recall Rebate under the Voluntary Recall.

The "Estimated Purchase Price" is the price of the Washer model that was used during the Voluntary Recall to determine the Recall Rebate amount.

#### 10. How do I receive an Enhanced Minimum Recall Rebate?

To obtain an Enhanced Minimum Recall Rebate, Settlement Class Members who received a Recall Rebate but whose Recall Rebate was less than 15.5% percent of the Estimated Purchase Price of their Washer must submit **no later than August 6, 2019**, the dollar amount of the Recall Rebate they received under the Voluntary Recall.

#### 11. Tell me more about the Recall Repair Additional Benefit.

Under the Voluntary Recall, Settlement Class Members may choose a Recall Repair (instead of the Recall Rebate) in which a Samsung Authorized Service Provider provides Settlement Class Members with a free in-home repair to reinforce their Washers' top. For Settlement Class Members who received a Recall Repair under the Voluntary Recall **before August 6, 2019**, Defendants will further provide a Recall Repair Additional Benefit consisting of: (1) a \$25.00 cash rebate for the purchase of any Samsung microwave oven; (2) a \$50.00 cash rebate for the purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$0.00 and \$900.00; (3) a \$75.00 cash rebate for the purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) between \$900.01 and \$1,500.00; or (4) an \$85.00 cash rebate for the purchase of any Samsung Major Home Appliance with a purchase price (not including sales taxes, delivery fees, and installation charges) of \$1,500.01 or higher. "Samsung Major Home Appliances" are limited to dishwashers, clothes dryers, ranges, and refrigerators.

The cash rebates provided as a Recall Rebate Additional Benefit have a one-year expiration date from entry of the Final Approval Order issued by the Court and are transferable to any Settlement Class Member's immediate family or household member.

#### 12. How do I receive a Recall Rebate Additional Benefit?

To obtain a Recall Rebate Additional Benefit, Settlement Class Members must submit to the Settlement Administrator **no later than August 6, 2019**, a properly completed and executed Recall Repair Additional Benefit Claim Form containing all required documentation, which must include: (a) the model number and serial number of the Settlement Class Member's Washer; (b) a statement that the Settlement Class Member (i) has affixed to his or her Washer's control panel the control panel guide provided in the Home Label Kit obtained under the Voluntary Recall, and (ii) operates his or her Washer in accordance with the additional safety instructions provided in the Home Label Kit; (c) a designation of the Settlement Class Member's Household Member or Immediate Family Member, if any, to whom the Settlement Class Member wishes to transfer their cash rebate; and (d) a signed statement under penalty of perjury from the Settlement Class Member attesting that all of the statements in the Recall Repair Additional Benefit Claim Form are true and correct. If the Settlement Administrator determines that the Settlement Class Member has submitted a Valid Claim, the Settlement Class Member will be mailed a Recall Repair Additional Benefit Rebate Form.

Settlement Class Members or their designated Household Member or Immediate Family Member may redeem their Recall Repair Additional Benefit cash rebate prior to the cash rebate's one-year expiration date by: (a) purchasing a new Samsung microwave oven or a new Samsung Major Home Appliance after entry of the Final Approval Order by the Court but prior to the cash rebate's expiration either from Samsung Electronics America, Inc. or from any licensed retail or internet store that sells new Samsung microwave ovens or Major Home Appliances and that is identified on Samsung's Authorized Reseller website ([http://www.samsung.com/us/peaceofmind/authorized\\_resellers\\_HA.html](http://www.samsung.com/us/peaceofmind/authorized_resellers_HA.html)); and (b) submitting a properly completed Recall Repair Additional Benefit Rebate Claim Form and proof of purchase in accordance with the instructions on the Recall Repair Additional Benefit Rebate Claim Form. No purchase will be eligible unless it is made (1) after the Court holds its Fairness Hearing on October 7, 2019, and (2) after the date on which the Court enters a Final Approval Order. If the submission is validated, the Settlement Administrator or Defendants will provide the Settlement Class Member or their designated household member or immediate family member with the Recall Repair Additional Benefit cash rebate payment by electronic transfer or a check sent by First-Class Mail with the United States Postal Service.

### **13. Tell me more about Top-Separation Relief.**

A Settlement Class Member whose Washer experiences Top Separation within seven years after they purchased their Washer may be eligible for the following Top Separation Relief, to the extent not previously provided to them. Top Separation Relief includes: (1) a full refund of the purchase price paid for their Washer; and (2) reimbursement of Top Separation Expenses incurred as a result of the Top Separation, subject to the following limitations: (a) the Settlement Class Member must submit sufficient documentation showing their Top Separation Expenses, (b) Top Separation Expenses are capped at a total of \$400.00 per Settlement Class Member, and (c) no more than \$50.00 of Top Separation Expenses may be attributable to Clean-up Costs.

"Top Separation Expenses" are expenses incurred by a Settlement Class Member as the result of Top Separation, and are limited to Clean-up Costs, laundromat expenses, and washing machine rental costs. "Clean-up Costs" are the costs to clean up from a Top Separation. Clean-up Costs do not include compensation for repair or replacement of real or personal property including the Washer.

### **14. How do I get Top-Separation Relief?**

To obtain Top Separation Relief, Settlement Class Members whose Washers actually experienced a Top Separation before March 9, 2019 must submit a Top Separation Claim Form **no later than August 6, 2019**. The Top Separation Claim Form must include the following information and documentation: (1) the model number and serial number of their Washer; (2) a photograph showing the Top Separation; (3) a signed statement under penalty of perjury (a) attesting that their Washer experienced a Top Separation, and (b) identifying Top Separation Expenses that they experienced as a result of the Top Separation; and (4) documentation showing the Top Separation Expenses, including any Clean-up Costs.

Settlement Class Members whose Washers actually experience a Top Separation on or after March 9, 2019, but within seven years after they purchased their Washer, must contact Samsung (1-800-SAMSUNG or 1-800-726-7864) to make a claim, and may be required to submit the same information and documentation described above in order to be eligible for Top Separation Relief.

### **15. Tell me more about the Commitment for Recall Repair.**

Settlement Class Members who, after entry of the Final Approval Order issued by the Court following the Fairness Hearing scheduled for October 7, 2019, select a Recall Repair under the Voluntary Recall will receive a Commitment for Recall Repair from Defendants that a Samsung Authorized Service Provider will make the Recall Repair within fourteen days of the request.

Defendants will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card if: (1) the Samsung Authorized Service Provider proves unable, solely as a result of an act or omission by the Samsung Authorized Service Provider, to make the requested Recall Repair made within fourteen days of the request; and (2) Defendants do not elect to replace the Washer.

### **16. How do I obtain the cash-equivalent card under the Commitment for Recall Repair?**

To obtain the cash-equivalent card under the Commitment for Recall Repair, a Settlement Class Member must submit to Samsung Electronics America, Inc. for verification: (a) the model number and serial number of their Washer; and (b) a signed statement under penalty of perjury attesting (i) to the date, after entry of the Final Approval Order, that they requested a Recall Repair to their Washer under the Voluntary Recall, (ii) to the failure of a Samsung Authorized Service Provider to effectuate the requested Recall Repair within fourteen days of the request, and (iii) that the failure is not attributable to any act or omission by the Settlement Class Member or by any other party apart from the Samsung Authorized Service Provider. Upon Samsung Electronics America, Inc.'s acceptance of a Settlement Class Member's submission, Samsung Electronics America, Inc. will provide the Settlement Class Member with a one-time \$50.00 cash-equivalent card by First-Class Mail with the United States Postal Service.

### **17. Tell me more about Drain Pump Failure Relief.**

For Settlement Class Members whose Selected Washers have already experienced a Drain Pump Failure or experience a Drain Pump Failure within three years after March 9, 2019, Defendants will provide Drain Pump Failure Relief, to the extent not previously provided to them.

**Selected Washers:** The Selected Washers are a subset of the Washers limited to the following model numbers and serial number ranges manufactured from March 2012 through and including December 9, 2012:

<b>Model Numbers</b>	<b>Serial Number Ranges</b>
WA400PJHDWR/AA	Y69Q5AEC400001 — Y69Q5AEC403093 C500001 — C507885 C600001 — C606880 C700001 — C708364 C800001 — C812997 C900001 — C909616 CA00001 — CA12996 CB00001 — CB13014 CC00001 — CC05739
WA456DRHDSU/AA	Y6BP5AEC400001 — Y6BP5AEC401298 C500001 — C505224 C600001 — C603642 C700001 — C702160 C800001 — C801828 C900001 — C905247 CA00001 — CA03942 CB00001 — CB05184 CC00001 — CC01218
WA456DRHDWR/AA	Y0IX5AEC300001 — Y0IX5AEC300528 C400001 — C403988 C500001 — C501578 C600001 — C602806 C700001 — C702370 C800001 — C804753 C900001 — C904975 CA00001 — CA04591 CB00001 — CB05497 CC00001 — CC02342
WA422PRHDWR/AA	Y0IY5AEC300051 — Y0IY5AEC300140 C400001 — C405530 C500001 — C508699 C600001 — C604629 C700001 — C703408 C800001 — C805011 C900001 — C906799 CA00001 — CA10342 CB00001 — CB09480 CC00001 — CC01509

**Drain Pump Failure Relief:** Drain Pump Failure Relief consists of the following relief. First, Defendants will provide repair of the Selected Washer’s Drain Pump or reimbursement of prior Drain Pump Repair Costs, as follows: (1) a Samsung Authorized Service Provider will install a new Drain Pump on the Settlement Class Member’s Selected Washer; or (2) for Settlement Class Members who, prior to March 9, 2019, paid for one or more repairs to their Selected Washer’s Drain Pump, Defendants will provide reimbursement of Prior Drain Pump Repair Costs, subject to the following limitations: (a) the Settlement Class Member must submit sufficient documentation showing their Prior Drain Pump Repair Costs; and (b) Prior Drain Pump Repair Costs are capped at \$150.00 per Settlement Class Member; or (3) in the event Samsung Electronics America, Inc. determines that the Drain Pump Failure cannot be remedied, Samsung Electronics America, Inc. will replace the Selected Washer with a comparable washer at Samsung Electronics America, Inc.’s expense.

Second, Defendants will provide reimbursement of Drain Pump Failure Expenses incurred by a Settlement Class Member as a result of the Drain Pump Failure, subject to the following limitations: (1) the Settlement Class Member must submit sufficient documentation showing his or her Drain Pump Failure Expenses; (2) Drain Pump Failure Expenses are capped at a total of \$400.00 per Settlement Class Member; and (3) no more than \$50.00 of Drain Pump Failure Expenses may be attributable to Clean-up Costs.

“Prior Drain Pump Repair Costs” are the cost of repairs incurred by the Settlement Class Member prior to the date that this Settlement Notice was provided to the Settlement Class and relating to a Drain Pump Failure of a Settlement Class Member’s Selected Washer. “Drain Pump Failure Expenses” are expenses incurred by a Settlement Class Member as the result of a Selected

Washer's Drain Pump Failure for Clean-up Costs, laundromat expenses, and washing machine rental costs. "Clean-up Costs" are the costs to clean up from a Drain Pump Failure. Clean-up Costs do not include compensation for repair or replacement of the Settlement Class Member's real or personal Property, which includes the Settlement Class Member's Selected Washer.

#### **18. How do I obtain Drain Pump Failure Relief?**

To obtain Drain Pump Failure Relief, Settlement Class Members whose Selected Washers actually experience Drain Pump Failure before March 9, 2019, must submit a Drain Pump Failure Claim Form **no later than August 6, 2019**. The Drain Pump Failure Claim Form must include: (1) the model number and serial number of the their Selected Washer; (2) a signed statement under penalty of perjury (a) attesting that their Selected Washer experienced a Drain Pump Failure, and (b) identifying Drain Pump Failure Expenses that they experienced as a result of the Drain Pump Failure; (3) documentation showing the Drain Pump Failure Expenses, including Clean-up Costs they experienced; and (4) documentation showing Prior Drain Pump Repair Costs, if any, they paid for prior to March 9, 2019.

Settlement Class Members whose Washers actually experience Drain Pump Failure on or after March 9, 2019 but before March 9, 2022 must contact Samsung (1-800-SAMSUNG or 1-800-726-7864) to make a claim, and may be required to submit the same information and documentation described above in order to be eligible for Drain Pump Relief.

### **HOW TO GET BENEFITS**

#### **19. How do I get a Settlement benefit to which I may be entitled?**

To be eligible for benefits under the Settlement, depending on the benefits you are seeking, you must submit the appropriate Claim Forms, information, and documentation as required by the form. Claim Forms are available at [www.washermdlsettlement.com](http://www.washermdlsettlement.com) or by calling 1-855-256-2208. Note that a separate Claim Form, information, and documentation is required for *each* benefit sought.

Settlement Class Members who do not meet the Claim Form requirements or do not provide any required documentary proof, are not eligible to obtain any benefits under the Settlement.

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

Unless you exclude yourself (*i.e.*, opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will legally bind you. Generally, that means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants and/or Retailer Defendants or other released parties involving, or relating to, any allegations or claims brought against Defendants and/or Retailer Defendants regarding the issues resolved in this Settlement.

#### **21. What are the Released Claims?**

If you remain in the Settlement Class, the claims that you are agreeing you may never bring against the released parties, or "releasing" – the "Released Claims" – consist of all manner of claims, actions, causes of action, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, or liabilities for loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that any Settlement Class Member now has or, absent the Settlement Agreement, may in the future have had, against the released parties (the "Releasees"), by reason of any act, omission, harm, matter, cause, or event whatsoever up to and including the Effective Date of the Settlement Agreement that arises from, or relates in any way to, any Top Separation in Washers or Drain Pump Failure in Selected Washers, or that was brought in the Consolidated MDL Lawsuit or in any of its constituent and included Lawsuits, including but not limited to all claims for out-of-pocket expenses, consequential damages, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, premium-price damages, attorneys' fees, disgorgement, or statutory damages or penalties. The Released Claims specifically exclude claims for personal injury to a Settlement Class Member or damage to a Settlement Class Member's real or personal property (other than damage to the Settlement Class Member's Washer or Selected Washer), so you may still bring these claims against Defendants and/or Retailer Defendants in the future.

The Releasees are (1) Defendants and Retailer Defendants, and each of their respective predecessors, successors, parents, direct and indirect subsidiaries, affiliates, and assigns; (2) each of their respective past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; (3) 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 Washers; and (4) all other defendants in the Consolidated MDL Lawsuit and any of its constituent and included Lawsuits, including, without limitation, each of their respective past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers.

## THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

### 22. Do I have a lawyer in this case?

Yes. Class Counsel are William B. Federman of Federman & Sherwood and Jason L. Lichtman of Lief Cabraser Heimann & Bernstein, LLP. You will not be charged for these lawyers. If you would like to be represented by your own lawyer, you may hire one at your own expense.

### 23. How will these lawyers be paid?

Class Counsel will be awarded no more than a total of \$6,550,000.00 for all attorneys' fees, costs, interest and expenses. In addition, the Class Representatives will receive a total service award of \$100,000.00 to be shared among themselves. These amounts are independent of, and will not reduce, the amount of benefits available to Settlement Class Members. In addition, Defendants have agreed to separately pay the Settlement Administrator's fees and expenses, including the costs of mailing Settlement Notices and distributing any payments owed to Settlement Class Members as part of the Settlement.

### EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or to continue to sue Defendants or Retailer Defendants about the legal claims in this lawsuit, and you do not want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement Class.

### 24. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must fully complete and send to the Settlement Administrator an Opt-out Form available at [www.washermdlsettlement.com](http://www.washermdlsettlement.com). Submission of the Opt-out Form is the only way by which a Settlement Class Member may exclude themselves from the Settlement Class. You must mail your Opt-out Form to the Settlement Administrator at the address below, postmarked by the United States Postal Service **no later than June 7, 2019**.

*In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litigation*  
Settlement Administrator  
P.O. Box 505029  
Louisville, KY 40233-5029

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

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You will only receive Settlement benefits if you stay in the Settlement Class and timely submit a valid Claim Form(s), information, and required documentation for each Settlement benefit sought.

### 26. If I do not exclude myself, can I sue Defendants and/or Retailer Defendants for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendants and/or Retailer Defendants for the claims that this Settlement resolves and releases (*see* Question #21). You must exclude yourself from this Settlement Class to start or to continue with your own lawsuit or to be part of any other lawsuit against Defendants and/or Retailer Defendants or the released parties about the legal issues and claims resolved and released by the Settlement.

### OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or any part of it.

### 27. How do I tell the Court if I do not 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 file with the Court a written objection and supporting papers. To object, you must be a Settlement Class Member, and your objection must contain: (1) the name of this Consolidated MDL Lawsuit, *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litigation*, MDL Case No. 5:17-ml-2792-D (W.D. Okla.); (2) your full name and current address; (3) the serial number and model number of your Washer; (4) the specific reasons for your objection; (5) 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; (6) your signature; and (7) the date the objection was signed.

You must file your objection with the Court and serve your objection to:

<b>Court Clerk's Office</b>	<b>Counsel for Plaintiffs</b>	<b>Counsel for Defendants</b>
Clerk of the Court United States District Court for the Western District of Oklahoma 200 NW 4th Street Oklahoma City, OK 73102	William B. Federman, Esq. FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Philip M. Oliss SQUIRE PATTON BOGGS (US), LLP 4900 Key Tower 127 Public Square Cleveland, OH 44114

Your written objection must be filed and served **on or before June 7, 2019**.

**QUESTIONS? CALL 1-855-256-2208 OR GO TO [WWW.WASHERMDLSETTLEMENT.COM](http://WWW.WASHERMDLSETTLEMENT.COM)**

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

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

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

The Court will hold a Fairness Hearing on **October 7, 2019 at 10:00a.m.**, at the United States District Court for the Western District of Oklahoma, 200 NW 4th Street, Oklahoma City, OK 73102. During the Fairness Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable, and whether it should be granted final approval. If there are objections, the Court will also consider them at the Fairness Hearing. The Court will listen to people who have asked to speak at the Fairness Hearing (*see* Question #31). The Fairness Hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

**30. Do I have to come to the Fairness 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 file an objection to the Settlement, you do not have to come to Court and speak about it. As long as you filed your written objection on time, signed it, and provided all of the required information (*see* Question #27) the Court will consider it.

**31. May I speak at the Fairness Hearing?**

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your “Notice of Intent to Appear at the Fairness Hearing in *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litigation*, MDL Case No. 5:17-ml-2792-D (W.D. Okla.)” You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the Fairness Hearing, you must also include the name, address, and telephone number of the attorney who will appear. Your written request must be filed with the Court by **June 7, 2019**.

**IF YOU DO NOTHING**

**32. What happens if I do not do anything?**

If you do nothing, you will not be allowed to receive certain benefits of the relief described above, including, for those eligible and as provided by the Settlement: (1) an enhanced minimum rebate amount; (2) a cash rebate for purchase of a Samsung microwave or Major Home Appliance (*i.e.*, dishwasher, clothes dryer, range, or refrigerator); (3) for past instances of Top Separation, a full refund of the purchase price of the Washer and/or reimbursement of certain expenses resulting from Top Separation; and (4) for past instances of Drain Pump Failure, reimbursement for prior repair or replacement of a washer Drain Pump and/or reimbursement of certain expenses resulting from Drain Pump Failure. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, to continue with a lawsuit, or to be part of any other lawsuit against Defendants and/or Retailer Defendants about the legal issues or claims resolved and released by the Settlement.

**GETTING MORE INFORMATION**

**33. What if I think I need more information about what I should or should not do?**

This FAQ summarizes the Settlement. More details are in the Settlement Agreement, available at [www.washermdlsettlement.com](http://www.washermdlsettlement.com). If you have questions, you may contact the Settlement Administrator at P.O. Box 505029, Louisville, KY 40233-5029, [info@washermdlsettlement.com](mailto:info@washermdlsettlement.com), or 1-855-256-2208, or visit Class Counsel’s websites ([www.federmanlaw.com](http://www.federmanlaw.com) and [www.lchb.com](http://www.lchb.com)). If you wish to communicate directly with Class Counsel, you may contact them at the address or phone number listed on their website.

**DO NOT WRITE OR CALL THE COURT, DEFENDANTS, OR RETAILER DEFENDANTS OR ANY WASHING MACHINE SERVICER FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.**