

As described in detail below, the settlement of this class action lawsuit provides for LG Electronics USA, Inc. (“LGEUS”) to offer the following benefits (the “Settlement Benefits”):

- 1) an extension of the manufacturer’s limited warranty to Class Members who require repair of a Class Model because its interior light remains on when the refrigerator door is closed (“the Light Issue”), which shall be limited to the costs of parts and labor for repairs necessitated by the actual manifestation of the Light Issue, for a period beginning on November 4, 2011 and extending until 10 years from the date of the original retail purchase of the Class Model (the “Settlement Warranty”); and/or
- 2) complete reimbursement of out-of-pocket expenses paid by Class Members with proof sufficient to establish that the Class Member actually paid and has not been reimbursed for such out-of-pocket expenses incurred for parts and labor for a Qualifying Repair, which is a repair, prior to November 4, 2011, necessitated by the interior light in the refrigerator remaining on when the door is closed on any Class Model.

**This is not a product recall.
Please read this Notice carefully and in its entirety.
Your rights may be affected by the settlement of this lawsuit.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM POSTMARKED OR RECEIVED BY NOVEMBER 7, 2012	This is the only way to receive reimbursement for a Qualifying Repair.
EXCLUDE YOURSELF FROM THE CLASS BY JANUARY 5, 2012	If you opt out of the settlement, you will not be eligible to receive the Settlement Benefits from the settlement, but you keep your right to sue on your own regarding any claims that are part of the settlement.
OBJECT OR COMMENT BY JANUARY 5, 2012	You may write to the Court about why you do, or do not, like the settlement. You must remain in the Class to comment in support of or in opposition to the settlement.
ATTEND A HEARING ON JANUARY 17, 2012	You may ask to speak in Court about the fairness of the settlement.
DO NOTHING	If you do nothing, you will receive no reimbursement for a Qualifying Repair, but you will be entitled to the Settlement Warranty. You also give up your right to sue on your own regarding any claims that are part of the settlement.

- These rights and options, and the deadlines to exercise them, are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. The Settlement Benefits will be made available if the Court approves the settlement and after any appeals are resolved.

For More Information:
www.mclennansettlement.com or 1-888-773-8394

BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may currently own or have owned an LG or Kenmore-branded French Door Refrigerator with any of the model numbers, serial numbers, and manufacture dates described on page 1 of this Notice. You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and appeals are resolved, the Settlement Benefits that the settlement allows will be available.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Connie McLennan, et al. v. LG Electronics USA, Inc.*, Case No. 2:10-cv-03604. The people who sued are called Plaintiffs, and the company they sued, LGEUS, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claimed that the interior lights of the Class Models contain a certain defect that causes the interior lights of the Class Models to remain on when the refrigerator door is closed. LGEUS denies it did anything wrong, and the Court has not made any ruling on the factual allegations of the lawsuit.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Connie McLennan, Virginia Zontok, and Caryl Farrell), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge William J. Martini is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of either side in the case. LGEUS denies all allegations of wrongdoing or liability against it, and contends that its conduct was lawful. LGEUS is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Plaintiffs and their attorneys assert that the settlement is in the best interests of the Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

WHO IS IN THE SETTLEMENT

To see if you will be entitled to the Settlement Benefits from this settlement, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

Judge Martini decided that everyone who fits this description is a Class Member:

All end-user consumer residents of the United States who currently own or owned one or more of the LG or Kenmore refrigerators identified on page 1 of this Notice. Excluded from membership in the Class are the following: (a) LGEUS or its affiliates; (b) Sears, Roebuck and Co. or its affiliates (“Sears”); (c) retailers, wholesalers and other middlemen who purchased a Class Model refrigerator for commercial use or resale; (d)

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persons who timely and validly opt to exclude themselves from the Class; (e) state and federal governmental entities; and (f) the judge to whom this case is assigned and any member of the judge's immediate family.

THE SETTLEMENT BENEFITS — WHAT YOU GET

6. What does the settlement provide?

LGEUS will provide the Settlement Warranty and reimburse in cash 100% of the cost actually paid by Class Members for parts and labor for each Qualifying Repair, with sufficient proof as described below. Repairs under the Settlement Warranty will be performed solely by LGEUS or its authorized servicers, or with respect to the Kenmore models, by Sears or its authorized servicers. This Settlement Warranty shall not alter, amend, or limit any extended warranty purchased by a Class Member. LGEUS has the sole discretion to replace any Class Model refrigerator with a new or refurbished model, instead of repairing it. In addition, LGEUS will pay for Notice to the Class and administrative costs of the settlement. Subject to Court approval, LGEUS will also pay Class Counsel's attorneys' fees and costs not to exceed \$1,000,000, and an incentive award in the amount of \$1,000 to each Class Representative.

Consideration for Class Members

If you are a member of the Class (defined in paragraph 5 above), and you remain a member of the Class, you can submit a claim to receive complete reimbursement for out-of-pocket expenses paid for Qualifying Repairs as follows: you must submit (1) a claim form, including a declaration under penalty of perjury; and (2) a legible copy of a receipt showing the amount paid for parts and labor for the Qualifying Repair. If LGEUS's or Sears' service records reflect that you incurred unreimbursed out-of-pocket expenses for a Qualifying Repair, and state the amount of such expense, those records shall suffice to establish the existence and amount of the Qualifying Repair.

No repair occurring after November 4, 2011 will be considered a Qualifying Repair for purposes of cash reimbursement. Such repairs will be subject to the terms of the Settlement Warranty. Cash reimbursement claims must be postmarked or received by November 7, 2012 in order to receive any reimbursement from LGEUS. If you received a full or partial refund of the purchase price of the Class Model refrigerator or a free exchange of a Class Model refrigerator for a new refrigerator of any model, you will not be entitled to any payment. If you already received a full reimbursement of costs incurred for a Qualifying Repair, you will not receive further payment for the previously reimbursed Qualifying Repair. No claims for reimbursement shall be paid prior to the date that the Court finally approves the settlement and all appeals are exhausted. Checks sent to Class Members must be cashed within 120 days.

HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM

7. How can I get a reimbursement payment?

Class Members who wish to receive a reimbursement payment must submit a claim form.

To submit a claim, you must complete a claim form. A claim form is attached to this Notice. You can also get a claim form on the Internet at www.mclennansettlement.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it to the following address postmarked no later than November 7, 2012:

Settlement Administrator
PO Box 8004
Faribault, MN 55021-9404

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www.mclennansettlement.com or 1-888-773-8394

HOW YOU OBTAIN A REPAIR UNDER THE SETTLEMENT WARRANTY

8. How can I get a repair under the Settlement Warranty?

Class Members who require a repair under the Settlement Warranty because the light in their Class Model refrigerator stays on when the refrigerator door is closed can request a repair by calling the applicable telephone number below:

- If you own an LG Model listed on page one, you may call 1-888-284-3334.
- If you own a Kenmore Model refrigerator listed on page one, you may call 1-888-567-3438.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive the Settlement Benefits from this settlement, but you want to keep the right to sue LGEUS or Sears on your own about the legal issues in this case, then you must take steps to get out of the Class in this case. This is called excluding yourself from (or "opting out of") the Class.

9. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *McLennan, et al. v. LG Electronics USA, Inc.*, Case No. 2:10-cv-03604. Be sure to include your first and last name, a valid mailing address, a functioning telephone number, and your signature. You must mail your exclusion request postmarked no later than January 5, 2012 to:

Settlement Administrator
PO Box 8004
Faribault, MN 55021-9404

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any Settlement Benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) LGEUS or Sears in the future.

10. If I don't exclude myself, can I sue LGEUS for the same thing later?

No. If you do not properly and timely submit a request for exclusion, you waive your rights to opt out and will be deemed to be a member of the Class. Unless you exclude yourself, you give up the right to sue LGEUS or Sears for the claims that this settlement resolves. If you have a pending lawsuit against LGEUS or Sears other than this class action, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* Class to continue your own lawsuit. Remember the exclusion deadline is January 5, 2012.

11. If I exclude myself, can I get the Settlement Benefits from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money or seek to utilize the Settlement Warranty.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Kristen Law Sagafi and Jonathan D. Selbin of Loeff Cabraser Heimann & Bernstein, LLP, and Paul Kiesel of Kiesel Boucher Larson, LLP as legal counsel for the Class. Together, the lawyers are called Class Counsel.

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If you wish to speak to Class Counsel about this case, you may do so free of charge by calling 1-888-886-8667. You will never be asked to pay for Class Counsel's services in this case.

13. How will the lawyers be paid?

From the inception of the litigation in July 2010 to the present, Class Counsel has not received any payment for their services in prosecuting the case or obtaining the settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Class Counsel will also make a motion to the Court for an award of attorneys' fees and reimbursement of expenses, in a total amount not to exceed \$1,000,000. LGEUS has agreed not to oppose the attorneys' fee request. If the Court grants Class Counsel's request for attorneys' fees and expenses, LGEUS will pay those fees and expenses in addition to (and not out of) the settlement relief that is available to Class Members. No matter what the Court decides with regard to the requested attorneys' fees, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *McLennan, et al. v. LG Electronics USA, Inc.*, Case No. 2:10-cv-03604. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail one copy of the objection to each of the addresses below postmarked no later than January 5, 2012:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for The District of New Jersey 50 Walnut St., Room 4015 Newark, NJ 07101	Jonathan Selbin Lieff, Cabraser, Heimann & Bernstein, LLP 250 Hudson St., 8 th Floor New York, NY 10013	Brian O'Donnell Riker, Danzig, Scherer Hyland & Perretti LLP Headquarters Plaza One Speedwell Ave. P.O. Box 1981 Morristown, NJ 07962

15. What's the difference between objecting and opting out?

Objecting is simply telling the Court you don't like something about the settlement. You can object only if you stay in the Class. Opting out, which is the same as excluding yourself, is telling the Court you don't want to be part of the Class. If you opt out, you have no basis to object because the case 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, but you don't have to attend or speak.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 11:00 am on January 17, 2012, at the United States District Court for the District of New Jersey (Newark Division) located at the Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101, in Courtroom 4B. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Martini will listen to people who have asked to speak at the hearing. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Martini may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *McLennan, et al. v. LG Electronics USA, Inc.*, Case No. 2:10-cv-03604." Be sure to include your first and last name, a valid mailing address, a functioning telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than January 5, 2012, and be sent to Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 14. You cannot speak at the hearing if you opted out of the settlement.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be entitled to the Settlement Warranty, but you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against LGEUS or Sears about the legal issues in this case, ever again.

FINAL SETTLEMENT APPROVAL

20. What is the effect of final settlement approval?

If the Court grants final approval of the settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the Light Issue in the refrigerators or otherwise alleged in the action, whether in law or equity, whether seeking damages or any other relief (including attorneys' fees), of any kind or character, known or unknown, that are now recognized or that may be created or recognized in the future by law, statute, regulation, judicial decision, or in any other manner, based upon any federal or state statutory or common law, including, without limitation, claims sounding in tort, contract, and the consumer protection laws of the United States or of any state or other jurisdiction within the United States, as well as under the unfair or deceptive trade practices, trade regulation, consumer fraud, and false advertising law of the United States or any state or other jurisdiction within the United States, including, but not limited to, any claims relating to the alleged diminished value of or need to replace a refrigerator (the "Released Claims"). Excluded from the Released Claims are any and all claims for personal injury, wrongful death, and/or emotional distress arising from personal injury.

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If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that, if the settlement is not approved and litigation resumes, the Class will recover more than is provided for under the settlement, or will recover anything.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice is only intended to provide a summary of the proposed settlement. You may obtain the complete text of the settlement at www.mclennansettlement.com, by writing to the Settlement Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey, under the Civil Action Number 2:10-cv-03604.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.

KEY DATES	
Deadline to send a letter clearly stating that you wish to be excluded from the Class	Must be postmarked or received by January 5, 2012
Deadline to send a letter stating that you object to this proposed settlement	Must be postmarked or received by January 5, 2012
Court's Fairness Hearing	January 17, 2012
Deadline to submit a claim form for reimbursement of repair expenses	Must be postmarked or received by November 7, 2012
Last day to request a repair under the Warranty Extension	10 years from the date on which you purchased your Refrigerator

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