

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made and entered into as of this 7th day of December 2023, by Plaintiffs Elizabeth Peterson, Rebecca Hirsch, Prasanna Ramakrishnan, Amanda Carlton, and Michele O’Dell (“Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Defendant BSH Home Appliances Corporation (“Bosch”) to settle, fully and finally, all of the claims that have been or could have been brought in the two putative class-action Lawsuits (defined in Section I(A) herein) against Bosch relating to certain microwave/oven combination products described below.

1. A dispute has arisen between the Parties concerning certain Bosch microwave and/or combo ovens equipped with a vacuum fluorescent display (“VFD”) control panels specifically defined in Section I(J) (the “Class Products”);

2. Plaintiffs filed two putative class-action Lawsuits alleging, among other things, that the Class Products are equipped with VFD control panels that are defective, in that the design of the control panels causes the panels to fade, dim, become unreadable, and/or fail altogether;

3. Bosch categorically denies Plaintiffs’ allegations, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, denies that the Class Products are defective, denies that the control panels fade or dim, denies all liability, and asserts numerous defenses to Plaintiffs’ allegations;

4. The Parties to this Agreement, after engaging in motion practice, and after engaging in certain confirmatory discovery; conducting extensive interviews with the named Plaintiffs, and putative Class Members; producing highly relevant, targeted, and sufficient documents and data by both Bosch and Plaintiffs; and consulting with various experts—and after conducting a formal mediation, engaging in substantial settlement negotiations over a several months with the help and

oversight of a highly experienced mediator, now wish to resolve all claims, disputes, and differences among them;

5. Class Counsel has reviewed and analyzed the data and documents produced by Bosch and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Settlement Class Members, as defined below in Section I(KK), under the Settlement provided for in this Agreement; considered the applicable laws; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

6. Bosch has at all times disputed, and continues to dispute, Plaintiffs' allegations in the Lawsuits and denied any liability for any of the claims that have or could have been raised regarding the Class Products by Plaintiffs or Settlement Class Members, but believes that the comprehensive resolution of the issues in the Lawsuits as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best interest of the Settlement Class, and is in the best interests of Bosch, its employees, and its trade partners, and is the most effective and least costly resolution of the Lawsuits;

7. The Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of disputed claims and that it is their mutual desire and intention that the Lawsuits be settled and dismissed, on the merits and with prejudice, and that the Released Claims be finally and fully settled and dismissed, subject to and according to the below terms and conditions.

NOW, THEREFORE, the Parties agree and covenant as follows:

I. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- A. “Actions” or “Lawsuits” means the following two putative class-action lawsuits: (1) *Hirsch et al. v. BSH Home Appliances Corporation*, No. 8:21-cv-01355-CJC-DFM (C.D. Cal) (“*Hirsch Action*”); and *Peterson et al. v. BSH Home Appliances Corporation*, 2:23-cv-00543 (“*Peterson Action*”). The Parties have voluntarily dismissed the *Hirsch Action* and have consolidated the *Peterson Action* through a Class Action Complaint (For Settlement Purposes), filed on April 7, 2023.
- B. “Administration and Notice Expenses” means reasonable fees and expenses incurred for (1) preparing, mailing, and emailing the Summary Notice and FAQ; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Settlement Class Members for compensation under this Settlement, including the costs of administering a Settlement Website for the review of the Settlement Notice and submission of claims; (4) receiving and processing Objections to the Settlement and Opt-Out Forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims; and (8) other costs of notice and administration of the Settlement that may be mutually-agreed upon by Bosch and Class Counsel, including administration of claims made for Future Display Failures defined herein.
- C. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and the exhibits attached hereto.
- D. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel pursuant to their Fee Petitions.

- E. “Average Cost of Repair” is the average cost to repair a failed VFD control panel, which the Parties agree is \$400.00.
- F. “Claim Form” means the forms attached as To Be Exhibit 2, to be approved by the Court and to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim.
- G. “Claims Periods”
1. With the exception of G(2) and (3), “Claims Deadline” means the time for Class Members to submit a claim to the Claim Administrator, which shall be 180) days after the Notice Date.
 2. “Extended Service Claims Period” means, for Tier 1 (b.) and Tier 2 Class Members, 210) days from the Effective Date, or the remainder of the extended service plan, whichever is longer.
 3. “Extended Service Plan Period” means either: (1) three (3) years from the date of purchase of the Class Product, or; (2) for purchases made three (3) or more years prior to the Effective Date, 120 days from the Effective Date.
- H. “Class Counsel” means Harper Segui, Rachel Soffin, Erin Ruben, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman LLC.
- I. “Class Period” means January 1, 2014 through the date of the execution of this Settlement Agreement.
- J. “Class Products” means Bosch microwave/oven combination products with Model Numbers HBL5751UC, HBL8751UC, HBLP751UC, HMC80151UC, HMC80251UC, and HMC87151UC.

- K. “Class Representatives” or “Plaintiffs” means Plaintiffs Elizabeth Peterson, Rebecca Hirsch, Prasanna Ramakrishnan, Amanda Carlton, and Michele O’Dell.
- L. “Court” means the United States District Court for the Western District of Washington.
- M. “Defendant” means BSH Home Appliances Corporation.
- N. “Defendant’s Counsel” means M. Ray Hartman, III, Christopher M. Ledford, and Jasmine W. Wetherell of Perkins Coie LLP.
- O. “Bosch” means Defendant BSH Home Appliances Corporation and its consolidated subsidiaries, including their successors, predecessors, assigns, affiliates, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys, and employees.
- P. “Display Failure” means a VFD control panel on the Class Products that has faded, dimmed, become unreadable, or failed altogether for reasons other than consumer misuse.
- Q. “Effective Date” means the first date that is three (3) business days after all of the following have occurred: (i) the Court has entered an order granting final approval of the Settlement Agreement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this Section, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s Attorney Fees and Expenses or the Service Awards to the Class Representatives.

- R. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Settlement Class in accordance with this Agreement to: (1) determine whether to grant final approval, and (a) re-affirm certification of the Settlement Class, (b) designate Class Representatives, (c) designate Class Counsel as counsel for the Settlement Class, and the Settlement; (2) consider whether to enter the Final Approval Order; and (3) to rule on Class Counsel’s Fee Petitions and Class Representative Service Awards.
- S. “Fee Petition” means the application to be filed by Class Counsel by which they will seek an award of attorney fees and reimbursement of litigation expenses incurred by them in prosecuting the Lawsuits, and all aspects of the settlement of them, as well as a Service Award to be paid to Plaintiffs.
- T. “Final Approval Order” means the proposed Order Granting Final Approval to the Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- U. “Future Display Failure” is a Display Failure that occurs on or after the Notice Date.
- V. “Notice Date” means the date on which the Settlement Administrator completes the initial mailing of Summary Notices to Class Members.
- W. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.
- X. “Opt-Out” means the process by which a member of the Settlement Class may submit a request for exclusion in the manner and time prescribed by the Court in the Preliminary Approval Order.

- Y. “Paid Qualifying Repair or Replacement” means where a Settlement Class Member paid some out-of-pocket cost for a repair or replacement of his or her VFD control panel on a Class Product that suffered a Display Failure prior to the Notice Date. A repair or replacement performed by Bosch at no cost to the Settlement Class Member does not constitute a “Paid Qualifying Repair or Replacement.”
- Z. “Parties” means Plaintiffs and Bosch, collectively.
- AA. “Past Display Failure” means a Display Failure that occurred prior to the Notice Date.
- BB. “Person” means any natural person.
- CC. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- DD. “Publication Notice” means the proposed notice attached as To Be Exhibit 3, with the terms and form to be approved by the Court and to be published in accordance with the notice plan set forth in Section V of this Agreement.
- EE. “Released Claims” means all claims released by Plaintiffs and all Settlement Class Members pursuant to the release and waiver set forth in Section IX of this Agreement.
- FF. “Releasees” means (i) Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendant’s past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, dealers, manufacturers, suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of

the Class Products, all of whom will be parties to the releases set forth in Sections IX and X.

- GG. “Service Award” means a reasonable payment, subject to Court approval, made to a Plaintiff as compensation for his or her efforts in pursuing these Actions.
- HH. “Settlement” means the settlement provided for in this Agreement.
- II. “Settlement Administrator” means CPT Group, upon approval by the Court.
- JJ. “Settlement Benefits” means the benefits provided to Settlement Class Members that have a valid claim, including monetary relief and/or an extended service plan benefit as set forth in Section IV.
- KK. “Settlement Class” means all persons in the United States and its territories who either (a) purchased a new Class Product, or (b) acquired a new Class Product as part of the purchase or remodel of a home, or (c) received as a gift, from a donor meeting those requirements, a new Class Product not used by the donor or by anyone else after the donor purchased the Class Product and before the donor gave the Class Product to the Settlement Class Member, during the Class Period. Excluded from the Settlement Class are (i) officers, directors, and employees of Bosch or its parents, subsidiaries, or affiliates, (ii) insurers of Settlement Class Members, (iii) subrogees or all entities claiming to be subrogated to the rights of a Class Product purchaser, a Class Product owner, or a Settlement Class Member, (iv) persons who acquired an other-than-new Class Product, (v) issuers or providers of extended warranties or service contracts for Class Products, and (vi) persons who timely and validly exercise their right to be removed from the Settlement class, as described below.

- LL. “Settlement Class Member” means all Persons who are members of the Settlement Class who do not Opt-Out.
- MM. “Settlement Fund” means the fund created by Bosch to pay Tier 1(a) benefits, Service Awards, Notice and Administration Costs, and Attorney’s Fees.
- NN. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice and claims administration, as detailed in Section V(I) of this Agreement.
- OO. “Summary Notice” means the proposed postcard and email notice attached as To Be Exhibit 4, to be approved by the Court and to be mailed by the Settlement Administrator to each address of record in Bosch’s databases and in all participating third-party retailer databases (after being run through the National Change of Address database), and emailed to Settlement Class Members for whom valid email addresses are known to Bosch or participating third-party retailers.
- PP. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information, and documentation required for that Settlement Class Member to be eligible to receive one or more of the benefits provided in Section IV of this Agreement.

II. CONDITIONAL CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS

For purposes of implementing this Agreement, and for no other purpose, Bosch stipulates to the conditional certification of the nationwide Settlement Class. If, for any reason, this Agreement should fail to become effective, Bosch’s stipulation to certifying the nationwide

Settlement Class shall be null and void, and the Parties shall return to their prior positions in the Lawsuits.

III. REQUIRED EVENTS

A. As soon as practicable after executing this Agreement, Plaintiffs shall take all necessary steps to file with the Court in the Western District of Washington a motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:

1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
2. Conditionally certify the Settlement Class as a nationwide class for purposes of effectuating the Settlement;
3. Designate Plaintiffs as the Class Representatives;
4. Designate Class Counsel as counsel for the Settlement Class;
5. Designate CPT Group as the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:
 - a. Disseminate the Summary Notice by email if available or first-class United States Mail if email is not available;
 - b. Establish the Settlement Website with the Settlement Agreement, FAQ, and other information that Bosch and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of

the Settlement, and Class Counsel's Fee Petition, plus relevant orders of the Court;

- c. Establish a toll-free telephone number that Class Members can call to request hard copies of the Claim Forms and FAQ be sent to them by mail and obtain additional information regarding the Settlement. This should be accomplished before mailing the Settlement Notice or publishing the Publication Notice.
- d. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements, including claims for Past Display Failures and claims for Future Display Failures;
- e. Subject to the provisions of Section V(D) of this Agreement, thirty-five (35) days before mailing Notices of Claim Denial, provide to Bosch and Class Counsel (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Bosch and Class Counsel shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer should they decide to challenge any Valid Claims or Notices of Claim Denial. In the event

Class Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the Class Member until Class Counsel and counsel for Defendant meet and confer to arrive at a resolution, which must occur within at least twenty-eight (28) days of the Settlement Administrator's provision of the lists described above to Class Counsel and counsel for Defendant. Legitimate grounds for Bosch and Class Counsel to challenge a claim shall include, but are not limited to, inadequate documentation and inconsistency with Bosch's records, all of which is subject to Section V(D) below discussing the Class Member's opportunity to cure a deficiency with their claim.

- f. Effect Publication Notice through appropriate media for the Settlement Class.
- g. Send, by email if available or first-class United States Mail if email is not available, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial or a notice of claim deficiency.
- h. Process requests for exclusion from the Settlement in accordance with this Agreement;
- i. Process objections to the Settlement in accordance with this Agreement;
- j. Within thirty-five (35) days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator,

provide to Bosch and Class Counsel, under penalty of perjury, a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Settlement Class Members (in total and by category of benefit).

- k. Process Future Display Failure claims following the same procedures as set forth in (d) and (e) above, and providing the reports and related information set forth in those provisions to Bosch every thirty-five (35) days to address Future Display Failures on a rolling basis through the last qualifying date.
6. Approve the form, contents, and methods of notice to be given to the Settlement Class and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
7. Establish procedures and schedule deadlines for Settlement Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement.
8. Schedule the Fairness Hearing; and
9. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement; (b) Class Counsel's

Petition for Fees and Service Awards for Class Representatives; and (c) objections to certification of the Settlement Class, to the designation of Plaintiffs as the representatives of the Settlement Class, to the appointment of Class Counsel as counsel for the Settlement Class, or to the Settlement.

- B. At the Fairness Hearing, Bosch and Class Counsel will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiffs as Class Representatives, and designates Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class Members; (3) finds that the Class Notice complied with all laws, including, but not limited to Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution, (4) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (5) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorney fees, except as provided in Section VIII, below; (6) authorizes the payment by Bosch of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Class Counsel and Counsel for Bosch and determined to be Valid Claims, in accordance with the terms of the Agreement; and (7) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement. In addition, Class Counsel will move the Court for entry of a separate order approving the following: (1) Service Awards to Plaintiffs as described in this Agreement, and (2)

attorney fees and costs to Class Counsel in an amount as approved by the Court and consistent with the terms of this Agreement.

- C. Bosch, Plaintiffs, and Class Counsel will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Bosch, Plaintiffs, and Class Counsel will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order and Final Approval Order, the Parties will return to their positions in the Lawsuits as they were immediately before the execution of the Settlement Agreement.

IV. SETTLEMENT BENEFITS

Settlement Fund. Bosch will pay a maximum of up to \$2,000,000 for reimbursement of out-of-pocket costs for Tier 1(a) Settlement Class Members, Service Awards, Notice and Administration, and Attorney's Fees. Bosch will establish an initial fund for payment of immediate notice costs within thirty (30) days of an Order preliminarily approving the settlement, a second fund including attorney fees and costs and service awards approved by the Court, and initial claims administration fees, within thirty (30) days after an Order giving final approval of the settlement, and replenishment funds following receipt of initial claims so as to comply with the terms of this Settlement. If the total amount of refund claims exceeds the funds available to the Class, the amount paid on each claim will be reduced *pro-rata*.

Tier 1 and Tier 2 Benefits. Any Settlement Class Member who provides sufficient documentary Proof of Ownership and Proof of Display Failure are entitled to the following benefits:

Tier 1:

- a. Reimbursement of sufficiently documented out-of-pocket costs up to \$400.00 with proof that such out of pocket costs related to the Past Display Failure; and
- b. An extended service plan benefit of three (3) years from the date of purchase, wherein Bosch would replace any VFD control panel that experienced a Display Failure.

Tier 2: Class Members with a Future Display Failure are entitled to an extended service plan benefit of three (3) years from the date of purchase, wherein Bosch would replace any VFD control panel that experienced a Display Failure.

Class Members seeking benefits under the terms of this Settlement Agreement must meet the following requirements subject to Tier 1 and Tier 2 benefits:

- A. Proof of Ownership. To be eligible for Tier 1 and Tier 2 benefits under this Settlement, Class Member must submit Proof of Ownership to the Settlement Administrator within the Claims Period.

Proof of Ownership must include: (a) a valid Class Product model number and serial-number combination, together with (b) documentary proof showing that the Settlement Class Member either purchased a Class Product new, or acquired a Class Product as part of the purchase or remodel of a home, or received as a gift, from a donor meeting those requirements, a new Class Product not used by the donor or by anyone else after the donor purchased the Class Product and before the donor gave the Class Product to the Settlement Class Member. Sufficient documentary proof includes, but is not limited to, purchase receipts, checks, credit card statements, and warranty registrations sufficient to identify the approximate date of purchase, purchaser (or builder/contractor if acquired as part of the purchase or

remodel of a home), and model of the Class Product. If no such documentary proof of ownership is available, then the claimant shall provide a claim-form declaration, signed under oath, that the claimant cannot locate sufficient documentary proof, and that the claimant meets the Settlement Class definition in Section I(KK), above. If the Settlement Class Member does not provide a valid model and serial number, the Settlement Class Member will not be entitled to any Settlement Benefit. Additionally, if the Settlement Class Member does not provide documentary proof of ownership, or does not provide a claim-form declaration, signed under oath, proving that the Settlement Class Member is a member of the Settlement Class, the Settlement Class Member will not be entitled to any Settlement Benefit.

- B. Proof of Display Failure. In addition to the requirements of Section IV(A), to be eligible for Tier 1(a) under this Settlement Class Member must submit sufficient documentary proof of Display Failure. Similarly, Tier 1(b) and Tier 2 Settlement Class Members must submit sufficient documentary proof of Display Failure to receive benefits under the extended service plan.

Sufficient documentary proof that the claimant actually experienced a Display Failure includes, but is not limited to, photographs, communications with Bosch describing the Display Failure, service tickets, service estimates, service invoices, technician affidavit, and service receipts. If no such documentary proof is available, then the claimant shall provide a claim-form declaration, signed under oath, that the claimant experienced a Display Failure. If the Settlement Class Member does not provide documentary proof or a declaration, the Settlement Class Member will not be entitled to any Settlement Benefit. Settlement Class Members that experience a Future Display Failure must provide sufficient documentary proof of

the Display Failure consistent with the Settlement claims process; a claim-form declaration will not be sufficient for proof of a Future Display Failure.

- C. Proof of Paid Qualifying Repair or Replacement. In addition to the requirements of Section IV(A)-(B), Tier 1(a) Class Members seeking reimbursement for Paid Qualifying Repair or Replacement must also submit the sufficient documentary proof that the Settlement Class Member paid an out-of-pocket amount associated with the Display Failure.

Sufficient documentary proof may include anything demonstrating the amount of out-of-pocket expenses related to the Display Failure including receipts, checks, credit card statements, or service receipts. A claim-form declaration will not be sufficient for proof of the actual amount for reimbursement. If the Settlement Class Member does not provide sufficient documentary proof that the Settlement Class Member paid an out-of-pocket amount associated with the Display Failure, the Settlement Class Member will not be entitled to any Tier 1(a) Settlement Benefit.

Settlement Class Members who meet and satisfy the threshold requirements of Tier 1(a) benefits above will be entitled to reimbursement of certain out-of-pocket expenses constituting a Paid Qualifying Repair or Replacement up to \$400.00.

- D. Extended Service Plan for Display Failures (Tier 1(b) and Tier 2). Settlement Class Members who are currently experiencing a documented Display Failure or experience a Future Display Failure after the Notice Date, but within three years after manufacture of their Class Product, will have the VFD control panel replaced by Bosch. Bosch may provide this service through its existing warranty process and/or provide the cash value of the replacement parts and labor, not to exceed \$250.00. To be eligible for compensation for a Future Display Failure, a Settlement

Class Member must submit a claim to CPT and/or a repair request to Bosch within ninety (90) days of the Display Failure meeting the requirements of Section IV(A)-(B).

Expired Extended Service Plan. For purchases where the extended service plan benefit has expired prior to or on the Effective Date, the Class Member shall be entitled to 120-days from the Effective Date to submit an Extended Service Claim.

V. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES

- A. All notice, publication and claims administration activities shall be carried out exclusively by the Settlement Administrator, including the evaluation of documentary proof submitted by Settlement Class Members.
- B. The cost of the reasonable Administration and Notice Expenses shall be paid from the Settlement Fund.
- C. The Settlement Administrator shall process all claims made by Settlement Class Members who experienced a Display Failure, with the exception of Future Display Failures outside of the Claims Period, including the evaluation of the documentary proof submitted by such Settlement Class Members to substantiate a Qualifying Repair or Replacement subject to relief as set forth in this Agreement.
- D. Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send by email if available or first-class United States Mail if email is not available a written notice of deficiency to the Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member no more than thirty (30) days to cure the deficiency. Insufficient documentary proof shall be the only claim deficiency for which an opportunity to cure will be provided. Examples of insufficient

documentary proof include illegible or incomplete documents. The absence of required documentary proof or incomplete or disqualifying claim form responses are not deficiencies for which an opportunity to cure will be provided. If any fraud is detected or reasonably suspected, the Settlement Administrator can require further information from the Settlement Class Member, and the Settlement Administrator may deny claims.

- E. If any Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, the Settlement Administrator shall notify counsel for all Parties and send the claim to Bosch for Bosch to determine the claim's validity. The Settlement Administrator shall make all such validity determinations available to the Parties' counsel upon request. Bosch's validity determination shall be final and binding unless Class Counsel, within thirty (30) days of notification of Bosch's determination, contests Bosch's determination by first attempting to resolve the claim in dispute directly with Defendant's counsel and, if those efforts are unsuccessful, by presenting the matter for determination by the Court within thirty (30) days of the completion of Defendant's and Class Counsel's conferral.
- F. With the exception of decisions regarding claims adjudication, for which the respective rights and responsibilities of Bosch, Class Counsel, the Settlement Administrator, and the Court are addressed elsewhere in this Agreement, all decisions regarding notice and settlement administration shall be made jointly between Bosch and Class Counsel. Class Counsel and counsel for Bosch shall have the ability to communicate with the Settlement Administrator without the need to include each other in each of those communications. Disputes, if any, shall be resolved by the Court.

- G. The Settlement Administrator will provide the Summary Notice by email to all members of the Settlement Class for whom valid email addresses are known to Bosch. Subject to approval by the Settlement Administrator, for all Settlement Class Members for whom Bosch only has a physical mailing address, or whose email notice bounced back from an undeliverable address, the Settlement Administrator will utilize a reverse look-up service to obtain additional email addresses, and email the Summary Notice to all members of the Settlement Class for whom an email can be identified through the reverse look-up service. The Settlement Administrator will mail a Summary Notice to each member of the Settlement Class for whom an address can be found in Bosch's databases but who do not have an identifiable email address. The Settlement Administrator will perform a national change of address search and forward notice packages that are returned by the U.S. Postal Service with a forwarding address.
- H. The Settlement Administrator also will provide publication notice to the Settlement Class using appropriate media outlets, and media notices shall be approved by Bosch and Plaintiff's counsel before the notices are published.
- I. The Settlement Administrator will create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Bosch and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and

final approval of the Settlement, Class Counsel's Fee Petition, plus relevant orders of the Court.

- J. The Settlement Administrator will provide to Class Counsel and Bosch periodic status reports regarding claims.
- K. The Parties agree that the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Lawsuits, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties also agree that the dissemination of notice of the Settlement in the manner specified in this Agreement and on the Settlement Website satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, subject to Court approval.
- L. The Parties will jointly request the Court to approve, in the Preliminary Approval Order, the method of notice described in this Agreement.
- M. As soon as practicable, but no later than ten (10) days after the Parties file this Agreement with the Court, Bosch shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. section 1715.

VI. PROCEDURES FOR SETTLEMENT APPROVAL

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final dismissal, with prejudice, of the Lawsuits.

B. Preliminary Approval

1. As soon as practicable, the Parties shall jointly move the Court for preliminary approval of the Settlement; for authorization to publish the Publication Notice and to disseminate the Summary Notice contemplated by this Agreement to all members of the Settlement Class; and for a stay of all proceedings in the consolidated Lawsuits, except in connection with this Agreement as set forth herein (the “Motion”). The Motion shall include the proposed Preliminary Approval Order, proposed forms of the Summary Notice, Publication Notice, and Claim Form, and the methods and proposed dates of their dissemination to the Settlement Class, and the proposed schedule through final approval of the Agreement.

2. The deadlines established in the proposed Preliminary Approval Order will be as described in the attached Exhibit 1.

All claims to the Settlement Administrator for benefits shall be postmarked by the U.S. Postal Service (in the case of mailed Claim Forms) or received (in the case of electronic Claims Forms) 180 days after the Notice Date. Class members that seek to obtain benefits under the Extended Service Plan must comply with the deadlines set forth in Section I(G) (“Claims Periods”), Claims received after these deadlines shall not be Valid Claims. The claims deadlines are a material term of the Settlement, without which Defendant would not have entered into this Agreement.

For the purpose of computing deadlines, the Parties incorporate Federal Rule of Civil Procedure 6(a)(1).

C. Final Approval

1. At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which (i) grants final approval of the certification of the Settlement Class, designation of the Class Representatives, and designation of Class Counsel, all as conditionally approved in the Preliminary Approval Order; (ii) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (iii) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (iv) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement; (v) authorizes the payment by Bosch of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement; and (vi) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.
2. In addition, Class Counsel will move the Court for entry of a separate order approving: (1) Service Awards as set forth herein; and (2) attorney fees and costs to Class Counsel consistent with this Agreement.

VII. REQUESTS FOR EXCLUSION & OBJECTIONS

- A. Any Class Member shall have the right to be excluded by providing a written request postmarked no later than ninety-one (91) days following the entry of the Preliminary Approval Order, which deadline shall be set forth in the Summary Notice, FAQ, and Publication Notice. These Notices shall provide instructions to Class Members who wish to exclude themselves from the Settlement Class

regarding the Exclusion Procedure that must be followed to be excluded from the Settlement Class. Each Class Member wishing to be excluded from the settlement shall request from the Settlement Administrator a Request for Exclusion where the Class Member shall include their name, email address, and mailing address together with the model number and serial number of their Class Product. To be valid, Requests for Exclusion must include all of the information listed above, must be individually signed by each Class Member wishing to be excluded, and must be submitted to the Settlement Administrator individually. The Settlement Administrator shall assign a unique identifier to each properly submitted Request for Exclusion to individually track those individuals who shall be reported to the Court as having been excluded from the Settlement Class.

- B. Within seven (7) days after the Court-ordered Exclusion deadline, the Settlement Administrator shall provide to counsel for Defendant and Class Counsel a list of the names and addresses of the members of the Settlement Class who have requested to be excluded.
- C. If the number of Class Members who properly request exclusion totals 1,000 or more, Bosch, in its sole option, shall have the right to withdraw from the settlement and terminate this Agreement.
- D. The Notices also shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file with the Court an objection in writing, stating the basis of the objection. Objections must also be served on Class Counsel and counsel for Bosch by the stated deadline. Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the model number and serial number of the Class

Product the Class Member owns or owned; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

- E. Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.
- F. Any Class Member who does not so object by the timely filing and delivery of an objection (pursuant to the procedures set forth in the Notice) to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

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

- A. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorney fees and costs together with service awards to Plaintiffs.
- B. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court. Class Counsel agree to request, and Defendant agrees not to oppose, up to \$725,000.00 as the reasonable amount of attorney fees and costs and \$12,500.00 as reasonable service awards to

be paid from the Settlement Fund to Class Counsel and Plaintiffs, subject to Court approval. Class Counsel shall not seek and Defendant shall not pay supplemental attorney fees or costs for any work performed in the Lawsuits, the settlement of them, the administration of the Settlement, or in any appeal, after the date of the Fee Application.

- C. The Settlement Administrator shall pay the Court-approved amount of attorney fees and costs and service awards in the form of one or more checks or wire transfers delivered into trust accounts to be identified by Class Counsel, within thirty (30) days of final approval of the Settlement. Class Counsel shall provide to Defendant's counsel in a timely manner all wiring and account information necessary to enable Bosch to make such deposits within the time required.
- D. Defendant shall not oppose a Service Award of \$2,500.00 each to Plaintiffs Rebecca Hirsch, Prasanna Ramakrishnan, Amanda Carlton, Michele O'Dell, and Elizabeth Peterson in recognition of their representation of the Settlement Class. This agreed amount will be subject to Court approval, paid from the Settlement Fund, and will be included in Class Counsel's Fee Petitions.
- E. Class Counsel shall have the authority to determine and make an allocation of their respective awards of attorney fees and costs to any counsel representing any of the Settlement Class who claim an entitlement to share in any fees or costs approved by the Court and paid by Bosch. Such allocations shall be made consistent with any agreements between and among those counsel. Any disputes regarding such allocations shall be resolved by the Court.
- F. Any issues relating to attorney fees and costs or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness,

reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. In the event the Court declines to approve, in whole or in part, the payment of attorney fees or costs to Class Counsel or the payment of any Service Award in the amount sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect.

IX. RELEASES

- A. Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiffs or Settlement Class Members now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred from the beginning of time up to and including the Effective Date of this Agreement, and that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Products that are alleged or could have been alleged in the Lawsuits arising out of or relating to Display Failures, or to any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Lawsuits or the claims or defenses asserted in the Lawsuits,

including without limitation all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, statutory, or premium-price damages or restitution of the Class Products relating to Display Failures (the “Released Claims”).

- B. This release, however, will not extinguish, and the Released Claims do not include, claims for personal injury or for damage to property other than to the Class Product itself.
- C. The settlement does not impact any existing warranty rights for non-Settlement Class Members.
- D. By executing this Agreement, the Parties acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuits shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Final Approval Order shall provide for and effect the full and final release, by Plaintiffs and all Settlement Class Members, of all Released Claims.
- E. Plaintiffs and each Settlement Class Member hereby expressly, knowingly, and voluntarily, waive any right conferred on him or her by Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiffs and Settlement Class Members expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, the

provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiffs and the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against Releasees. In furtherance of such intention, the release herein given by Plaintiffs and the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release of all claims arising out of or relating to the Display Failures notwithstanding the discovery of existence of any such additional or different claims or facts.

- F. Plaintiffs and the Settlement Class Members expressly consent that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action as referenced above. Plaintiffs and the Settlement Class Members acknowledge and agree that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that without this waiver the compromise settlement would not have been accomplished. Plaintiffs have been advised by their attorneys with respect to this waiver and, being of competent mind, understand and acknowledge its significance.

- G. Each Party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, attorney fees, damages, claims, and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, pertaining to the Released Claims of this Agreement.
- H. Notwithstanding the above, the Court shall retain jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made.

X. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

- A. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- B. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiffs have or may have arising out of the Lawsuits or pertaining to the design, manufacture, testing,

marketing, purchase, use, sale, servicing, or disposal of the Class Products or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, have been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person or entity other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.

- C. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for the other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
- D. Each of the Parties has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and his, her, or its attorneys.
- E. Each of the Parties has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his, her, or its attorneys.
- F. Each term of this Agreement is contractual and not merely a recital.

XI. NO ADMISSION OF LIABILITY

It is understood and agreed that the Settlement sums and the benefits provided in this Agreement, and this Settlement and release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of Bosch or any of the Releasees, by whom liability and fault are, and always have been, expressly

and completely denied. Settling Defendant denies all liability for claims asserted in the Actions and denies that class treatment is proper for any purpose other than this Settlement. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a Settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding; however, in accordance with standard notice protocols, the final, executed Agreement will be included for the purpose of settlement approval and provided on the Claims Administrator's website. Otherwise, this Agreement or the existence of this Settlement shall not be used or cited in any proceeding other than (i) an action or proceeding to approve or enforce this Agreement, or (ii) in a subsequent proceeding potentially barred by the Release specified herein.

XII. ADDITIONAL TERMS

- A. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement and Settlement without needing Court approval, so long as all actions required by this Agreement are concluded prior to the close of the claims period 180 days after entry of the Preliminary Approval Order.
- B. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.
- C. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal

maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

D. Conditional Nature of Agreement:

1. At Plaintiffs’ option, expressed in written notice to Defendant’s counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
2. At Defendant’s option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order; or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

E. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and Service Awards to Plaintiffs, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

- F. Return or Destruction of Confidential Documents: Within thirty (30) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuits.
- G. Governing Law: With the exception of the Court's determination of a reasonable award of attorney fees and costs to Class Counsel, which the Parties agree shall be governed by federal law and the state laws of Washington.
- H. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- I. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.
- J. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.
- K. No Extension of Bosch's Written Warranties: In connection with this Agreement and Settlement, Bosch has not agreed to any extension of its written warranties for the Class Products. The only Settlement benefits are those expressly described in this Agreement.

- L. Court Approval: The parties agree to seek approval of this proposed Settlement in the United States District Court for the Western District of Washington.

Dated: December 7, 2023

PLAINTIFF

Rebecca Hirsch, MD
Rebecca Hirsch, MD (Lic. # 2023-0129) (PST)

REBECCA HIRSCH

PRASANNA RAMAKRISHNAN

AMANDA CARLTON

MICHELE O'DELL

ELIZABETH PETERSON

BSH Home Appliances Corporation

By: _____
Authorized Representative

Dated: December 8, 2023

PLAINTIFF

REBECCA HIRSCH



Prasanna Ramakrishnan (Dec 8, 2023 16:40 CST)
PRASANNA RAMAKRISHNAN

AMANDA CARLTON

MICHELE O'DELL

ELIZABETH PETERSON

BSH Home Appliances Corporation

By: _____
Authorized Representative

Dated: December 7th, 2023

PLAINTIFF

REBECCA HIRSCH

PRASANNA RAMAKRISHNAN



Amanda Carlton (Dec 7, 2023 11:20 MST)
AMANDA CARLTON

MICHELE O'DELL

ELIZABETH PETERSON

BSH Home Appliances Corporation

By: _____
Authorized Representative

Dated: December 8th, 2023

PLAINTIFF

REBECCA HIRSCH

PRASANNA RAMAKRISHNAN

AMANDA CARLTON

Michele O'Dell

Michele O'Dell (Dec 8, 2023 17:49 EST)
MICHELE O'DELL

ELIZABETH PETERSON

BSH Home Appliances Corporation

By: _____
Authorized Representative

Dated: December 7th, 2023

PLAINTIFF

REBECCA HIRSCH

PRASANNA RAMAKRISHNAN

AMANDA CARLTON

MICHELE O'DELL

Elizabeth Peterson
Elizabeth Peterson (Dec 7, 2023 12:05 PST)

ELIZABETH PETERSON

BSH Home Appliances Corporation

By: _____
Authorized Representative

READ AND APPROVED:

By: Harper Segui
Harper Segui
Class Counsel

By: Rachel Soffin
Rachel Soffin
Class Counsel

By: M. Ray Hartman III
M. Ray Hartman III
Counsel for Defendant