

EXHIBIT 1

**ADDENDUM TO THE SETTLEMENT AGREEMENT DATED
SEPTEMBER 4, 2015 (DOCKET NO. 412-1)**

1. This is an Addendum to the current Settlement Agreement filed September 4, 2015, as Docket 412-1 in *Etter et. al. v. Thetford, Norcold, DKM*, No. 12-00081 (Docket 412-1) (“Settlement Agreement”), and replaces the Addendum filed with the Court on October 30, 2015 (Doc. 443-1). Unless modified by the terms expressly set forth below, the terms of the Settlement Agreement remain in full force and effect.

I. Allocation Plan

2. Section II, Paragraph (D)(5)(ii) of the Settlement Agreement on pages 34-35 is hereby replaced and amended, and shall now read as follows:

ii. Applicable Categories of Eligible Claimants: The Claims Administrator shall apply the following to each Claim Form received from an Eligible Claimant, for purposes of apportioning the Monetary Fund and determining each Eligible Claimant’s share of the Monetary Fund:

(a) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she currently owns a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, shall be allotted 25 shares of the Monetary Fund;

(b) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, and incurred out of pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling

unit leak or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), or incurred a related loss due to a suspected cooling unit leak, shall be allotted the following number of shares of the Monetary Fund, based on the aggregate amount of the repair/replacement costs, or losses incurred;

Over \$1,700.00	25 shares
From \$1,360.01 to \$1,700.00	20 shares
From \$1020.01 to \$1360.00	15 shares
From \$680.01 to \$1,020.00	10 shares
From \$340.01 to \$680.00	5 shares
From \$68.01 to \$340.00	3 shares
From \$0.01 to \$68.00	1 share

(c) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, but has not incurred any out of pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak, or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), and has not incurred a related loss due to a suspected cooling unit leak, shall be allotted 1 share of the Monetary Fund;

(d) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she currently owns a Norcold N8 Series Gas Absorption Refrigerator or Cooling Unit, or a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit manufactured between January 1, 2009, and December 31, 2013, shall

be allotted 5 shares of the Monetary Fund. This benefit will be provided to such Eligible Claimants in addition to the Extended Warranty.

3. The third sentence of Section II, Paragraph (D)(4)(ii) on page 30 of the Settlement Agreement is hereby replaced and amended, and shall now read: “The Claim Form shall advise Class Members that the Claims Administrator has the right to request verification of eligibility, including verification of ownership, date of manufacture, date of purchase of the subject Gas Absorption Refrigerator during the Class Period, and proof of any repair or replacement cost incurred, including copies of related receipts.”

II. Warning on Settlement Notices

4. The last sentence of Section II, Paragraph (D) (1)(iii) on page 22 of the Settlement Agreement is hereby replaced and amended, and shall now read:

“The warning will be provided in writing: (1) in the Long Form Notice sent to class members; and (2) to Eligible Claimants at the time of the First Annual Installment from the Monetary Fund, with an instruction to maintain the warning with the RV and Refrigerator manuals and to provide it to subsequent owners/users.”

5. Section II, Paragraph (D) (1)(iii) on page 22 of the Settlement Agreement is also amended, to add the following language at the end of section (iii): “In addition, the Settlement Website and Short Form Notice sent to class members shall provide the following:

“Warning: The lawsuits claim that Norcold 1200, N6 and N8 series gas-absorption refrigerators share a safety related defect in the cooling unit which, in certain circumstances, causes the boiler tubes to corrode and leak flammable gas, exposing consumers to the risk of fire. *It is essential that if you are experiencing cooling performance issues with your Refrigerator, or*

if you observe any yellow or green residue near the cooling unit, that you immediately turn the unit off and take it to a dealer and have it checked by a trained technician”.

The Summary Notice shall provide the following:

Warning: It is essential that if you are experiencing cooling performance issues with your Refrigerator, or if you observe any yellow or green residue near the cooling unit, that you immediately turn the unit off and take it to a dealer and have it checked by a trained technician”.

6. Attached as Exhibit A is a true and correct copy of the Long Form Notice, reflecting the above-referenced changes.

7. Attached as Exhibit B is a true and correct copy of the Short Form Notice, reflecting the above-referenced changes.

8. Attached as Exhibit C is a true and correct copy of the Summary Notice, reflecting the above-referenced changes.

9. Attached as Exhibit D is a true and correct copy of the Claim Form, reflecting the above-referenced changes.

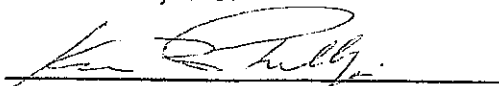
10. Attached as Exhibit E is a true and correct copy of the Claims Review Protocol, reflecting the above-referenced changes

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IT IS SO AGREED.

Executed on this 6th day of November, 2015.

NORCOLD, INC.

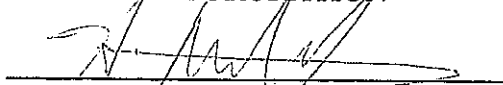


Print Name: KEVIN L. PHILLIPS

Its: PRESIDENT

Executed on this 6th day of November, 2015.

THETFORD CORPORATION

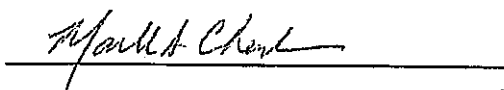


Print Name: H. DOUGLAS THARP

Its: VP FINANCE

Executed on this 6th day of November, 2015.

DYSON-KISSNER-MORAN
CORPORATION



Print Name: MARK A. CHAMBERLAIN

Its: SVP & CFO

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

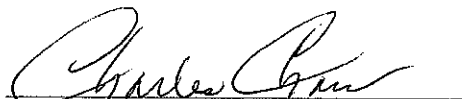
Executed this 5th day of November, 2015.



Ray Burkhead

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

Executed this 5 day of NOVEMBER, 2015.



Charles Chow

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

Executed this 5th day of November, 2015.


Kathleen Frederick

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

Executed this 5th day of November, 2015.



George Frederick

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

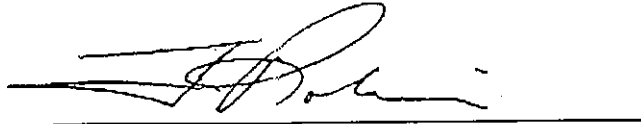
Executed this 5 day of November, 2015.



Linda Pierson

I agree that the settlement stated above is fair, reasonable and adequate to the Class as a whole. I support and agree to be bound by its terms.

Executed this 5th day of Nov, 2015.

A handwritten signature in black ink, appearing to read "John Robinson", is written over a horizontal line.

John Robinson

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you own or owned a Norcold 1200 Series, N6 Series, or N8 Series Gas Absorption Refrigerator or Cooling Unit, you could get money from a class action settlement.

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

- Two lawsuits have been filed alleging claims that Defendants sold gas absorption refrigerators for use in recreation vehicles (“RVs”), such as motorhomes, travel trailers, and boats, that contained a safety related defect in the cooling unit that, in certain circumstances, could lead to a leak of flammable gas, and possibly a fire. The lawsuits are captioned (1) *Chow et al. v. Norcold, Inc., Thetford Corp., and The Dyson-Kissner-Moran Corp.*, No. 2:14-cv-06759 (C.D. Cal.); and, (2) *Etter et. al. v. Thetford Corp, Norcold, Inc. and Dyson Kissner Moran Corp.*, Case No. 30-2012-00617846-CU-BT-CXC.
- The class claims at issue in the lawsuits sought compensation for economic losses related to the purchase of allegedly defective Norcold Gas Absorption Refrigerators or Cooling Units. The lawsuits did not allege class claims for personal injury, wrongful death or damage to property other than the allegedly defective Norcold Gas Absorption Refrigerators or Cooling Units themselves.
- A nationwide settlement of the class action lawsuits has been reached. The settlement will provide \$36 million to resolve all eligible claims of Norcold 1200 Series, N8 Series and N6 Series gas absorption refrigerator owners and to fund all administrative and legal costs associated with the proposed settlement. That amount will be divided in the manner described below. In addition, the settlement will provide a three-year extended warranty to eligible class members who own N8 and N6 Series units.
- The settlement will NOT release claims for personal injury, wrongful death or damage to property other than the subject refrigerator that has already occurred, or may occur in the future. Such claims are reserved.
- To qualify, you must:
 - ✓ **Currently own, or have formerly owned, a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012; or**
 - ✓ **Currently own a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit, or N8 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2009, and December 31, 2013.**

READ THIS NOTICE CAREFULLY. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the class claims resolved by this settlement. You do not need to exclude yourself, however, to pursue Reserved Claims for personal injury, wrongful death or damage to property other than the allegedly defective Norcold Gas Absorption Refrigerators or Cooling Units themselves.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- 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. Payments will be made only if the Court approves the settlement and after appeals are resolved. Please be patient.
- Please do not contact Norcold directly as the Court has ordered that all questions be directed to the Claims Administrator or Class Counsel.

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BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may have owned or owns a recreational vehicle (“RV”), such as a motorhome, travel trailer, or boat, equipped with a Norcold 1200 Series, N6 Series or N8 Series gas absorption refrigerator or cooling unit.

You are being sent this notice because you have a right to know about a settlement of two class action lawsuits, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This Notice contains an explanation of the lawsuits, 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 cases is the United States District Court for the Central District of California. The people who sued are called Plaintiffs, and the companies they sued, Thetford Corporation, Norcold, Inc., and The Dyson-Kissner-Moran Corp., are called Defendants.

2. What is this lawsuit about?

Generally, the lawsuits allege that Norcold 1200 Series, N8 Series and N6 Series gas absorption refrigerators, typically installed in RVs (motorhomes, travel trailers, and boats), share a safety related defect in the cooling unit which, in certain circumstances, causes the boiler tubes to corrode and leak flammable gas, exposing owners and other users of the RVs to the risk of fire. The lawsuits allege class claims for breach of state consumer protection statutes and for breach of express and implied warranties. Full copies of the complaints and other relevant pleadings can be reviewed on the Settlement Website, www.norcoldclassaction.com. Those claims are being settled and released as part of this settlement, should it be approved and should you elect to remain in the class and accept the benefits offered and terms. Claims for personal injury, wrongful death and for damage to property other than to the subject refrigerators are called Reserved Claims and are not released under the settlement.

Defendants deny any wrongdoing and have denied all allegations in the complaints and asserted many defenses. In addition, Defendants have recalled the 1200 series refrigerators and retrofitted them with a device aimed at preventing a fire in the certain circumstances of a leak.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of other 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 Court Judge Josephine L. Staton is in charge of these two class action lawsuits.

The Class Representatives appointed by the Court are: James Pearce, Craig Post, George Frederick, Kathleen Frederick, Charles Chow, John Robinson, Randy Dupree, Ray Burkhead, Linda Pierson and Gordon Williamson.

4. Why is there a settlement?

The Court did not decide the merits of the claims alleged in the operative complaint in favor of Plaintiffs or Defendants. There has not been a trial. Instead, both sides agreed to a settlement after six mediation sessions supervised by a former Los Angeles County judge with experience handling complex class action litigation. That way, both sides avoid the risks and costs of a trial, and the people affected will get compensation. The Class Representatives and the attorneys appointed as Class Counsel think the settlement is best for everyone affected. The reason why this notice is being sent to the Class Members – so everyone can make up their own mind, decide whether to support or object to the settlement, and let the Judge make the final decision as to whether or not the Settlement is fair, adequate and reasonable to the Class as a whole under the circumstances and should be approved.

WHO IS IN THE SETTLEMENT

To see if you are affected or if you will get money or other benefits from this settlement, you first have to decide if you are a Class Member.

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

You are included in the settlement Class if you:

- **Currently own, or formerly owned, a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012; OR,**
- **Currently own a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit, or a Norcold N8 Series Gas Absorption Refrigerator or Cooling Unit, that was manufactured between January 1, 2009, and December 31, 2013.**

Owners of other Norcold gas absorption refrigerator models and manufacture years are not in the Class, and are not releasing any claims. Also, specifically excluded from the Class are:(a) any officers, directors or employees of Defendants; (b) any judge assigned to hear this case (or spouse or family member of any assigned judge); (c) any employee of the Court; (d) any juror selected to hear this case; (e) any person who had claims against Defendants for personal injury, wrongful death or for damage to property in relation to an alleged defective Gas Absorption Refrigerator or Cooling Unit which were fully resolved by way of settlement, dismissal or judgment prior to July 21, 2014; (f) any person who as of July 21, 2014, had a separate lawsuit pending against Defendants in any state or federal court asserting claims related to an alleged defective Gas Absorption Refrigerator or Cooling Unit; (g) any person who purchased a Norcold Gas Absorption Refrigerator as used equipment, either as a stand-alone product or as a component part of a used RV sale, that no longer had a Norcold Cooling Unit installed at the time of purchase but rather had a cooling unit manufactured by a manufacturer other than Norcold at the time of purchase; and (h) persons who timely and properly exclude themselves from the Class as provided in this Agreement.

The settlement does not involve claims of personal injury, wrongful death or damage to property other than to the Norcold refrigerator they own or owned, as a result of a leak or fire. Such claims are reserved and are not released.

6. I'm still not sure if I am included.

If you are not sure whether you are included in the Class, you may contact the Claims Administrator at [TOLL FREE NUMBER]. Please do not contact Defendants directly as the Court has ordered that all questions be directed to the Claims Administrator.

If you are not sure which model Norcold gas absorption refrigerator you may own, go to www.norcoldclassaction.com to review pictures of each model and try to match those with yours. This website will also enable you to determine the date of manufacture of your Norcold Refrigerator or Cooling Unit based on its serial number. "Date of manufacture" means the date of manufacture of the Norcold Cooling Unit. You may also contact the Claims Administrator at [TOLL FREE NUMBER] for further assistance.

If you seek legal advice, you may contact Class Counsel at 1-800-XXX-XXXX. However, procedural questions about the claims process and how to submit a claim should first be directed to the Claims Administrator.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

The Settlement provides two major types of settlement benefits to the Class. First, Defendants have agreed to create an "all-in" Common Fund of \$36,000,000 to resolve all eligible class claims of 1200 Series, N8 Series and N6 Series gas absorption refrigerator owners in the Class and to fund all administrative and legal fees and costs associated with the proposed settlement. Second, for those Class Members who currently own N6 and N8 Series gas absorption refrigerators manufactured between January 1, 2009 and December 31, 2013, Defendants will provide, at Defendants' sole expense, a three-year extended warranty covering replacement (parts and reasonable labor costs) of any cooling unit that fails due to a leak.

8. What can I get from the settlement?

The settlement provides two primary types of benefits to Class Members depending on what type of refrigerator they own or owned and whether or not they have incurred any out-of-pocket repair costs: (1) a share of the \$36 million Monetary Fund; and, (2) for owners of N8 Series and N6 Series gas absorption refrigerators, an Extended Warranty against leaks in the cooling unit.

1. Monetary Fund: If the Settlement is finally approved by the Court, Defendants will pay thirty-six million dollars (\$36,000,000.00) to the Class as an "all-in" common fund cash benefit settlement. The amounts will be paid in three annual installments, and distributed to Class Members who become Eligible Claimants by filing timely Claim Forms. Class Members will be asked to complete and timely submit a Claim Form (copies can be obtained and printed at www.norcoldclassaction.com or obtained by calling toll-free [TOLL-FREE NUMBER]) before the [DATE], attesting to certain facts. Those who do this will be considered an Eligible Claimant. The Monetary Fund will be divided and paid out by shares allotted to Eligible Claimants according to the Allocation Plan. Claim Forms submitted may be subject to validation by the Claims Administrator.

The Allocation Plan is designed to work as follows:

Because Class Counsel do not have a complete list of all Class Members' names and mailing addresses, and do not know who currently own their refrigerators or paid for repair/replacement costs, Class Members must submit a Claim Form. The Claim Form is

fairly simple and requests that the Class Member provide some basic contact information such as his/her current name, mailing address and phone number. In addition, each Class Member will be asked to state which type of Norcold refrigerator (N6, N8 or 1200 Series) he/she owns or owned, if they currently own it, and if he/she spent any money on repairs related to the cooling unit. The answer to these questions will determine how many “shares” of the Monetary Fund the Class Member (and his or her spouse or any co-owner) will be given.

- i) Class Members who attest on the Claim Form that they *currently* own a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, shall be allotted 25 shares of the Monetary Fund;
- ii) Class Members who attest on the Claim Form that they *formerly* owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, *and* incurred out of pocket to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), or incurred a related loss due to a suspected cooling unit leak, shall receive the following number of shares of the Monetary Fund, based on the aggregate amount of the repair/replacement costs, or losses incurred;

Over \$1,700.00	25 shares
From \$1,360.01 to \$1,700.00	20 shares
From \$1020.01 to \$1360.00	15 shares
From \$680.01 to \$1,020.00	10 shares
From \$340.01 to \$680.00	5 shares
From \$68.01 to \$340.00	3 shares
From \$0.01 to \$68.00	1 share

- iii) Class Members who attest on a Claim Form that they *formerly* owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, but *did not* incur any out of pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak, or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), and has not incurred a related loss due to a suspected cooling unit leak, shall be allotted 1 share of the Monetary Fund;
- iv) Class Members who attest on a Claim Form that they *currently* own a Norcold N8 Series Norcold Gas Absorption Refrigerator or Cooling Unit, or Norcold N6 Series Norcold Gas Absorption Refrigerator or Cooling Unit manufactured between January 1, 2009, and December 31, 2013, shall be allotted 5 shares of the Monetary Fund. This benefit will be provided to such Eligible Claimants in addition to the three-year Extended Warranty for a cooling unit that fails due to a leak.

The Allocation Plan referenced above is a mechanism which attempts to fairly allocate the Monetary Fund among Class Members, taking into account several relevant factors. Those factors include, but are not limited to, the lower acquisition cost or purchase price of N6 Series and N8 Series Gas Absorption Refrigerator Cooling Units, in comparison to 1200 Series Gas Absorption Refrigerator Cooling Units; the lower frequency of leak and fire claims on Cooling Units on N6 Series Gas Absorption Refrigerators and N8 Series Gas Absorption Refrigerators, in comparison to Cooling Units for 1200 Series Gas Absorption Refrigerators, as reported on Defendants’ incident logs; and the lower damage (and certain defenses to, including standing challenges) claims of former owners of 1200 Series Gas Absorption Refrigerators who never incurred a leak or fire, never paid for repair costs related to the alleged defect, and no longer face the prospect of having to replace or repair their Cooling Unit as a result of any alleged defect.

At the end of the Claim Period, the Claims Administrator will tabulate the total number of timely submitted Claim Forms and the total number shares that those Class Members' Claim Forms represent pursuant to the four categories described above. The \$36 million Monetary Fund, less any court awarded attorneys' fees and expenses, administrative expenses and Class Representative awards, will then be divided into that number of shares and a per-share value determined. Each Eligible Claimant will then be entitled to receive payment equal to the total number of shares he/she is allotted, multiplied by the per-share amount. Payments will be made to the Class Members who filed Claim Forms in four separate installments.

2. Extended Warranties for Owners of a Norcold N6 and N8 Series Gas Absorption Refrigerators: Defendants will provide a three-year Extended Warranty to Class Members who are owners of a Norcold N8 Series Gas Absorption Refrigerators or Cooling Units and/or Norcold N6 Series Gas Absorption Refrigerators or Cooling Units that were manufactured from January 1, 2009 to December 31, 2013, covering replacement (parts and reasonable labor costs) of any cooling unit that fails due to a leak. The Settlement Agreement serves as the written Extended Warranty for Class Members with N6 and N8 Gas Absorption Refrigerators entitled to receive the Extended Warranty. A Claim Form does not need to be returned for Class Members with N6 and N8 Gas Absorption Refrigerators to receive the coverage of the Extended Warranty provided. The Class Member, however, may be required to establish that he/she satisfies the criteria for membership in the Class at the time he/she makes a warranty claim.

9. Is my repaired or replaced Cooling Unit included in the settlement?

The settlement only covers a specified Gas Absorption Refrigerator, Cooling Unit, or Replacement Cooling Unit that was manufactured by Norcold as original equipment. In addition, extended warranties are only extended to a N6 and N8 Series Gas Absorption Refrigerator and Cooling Unit that was manufactured by Norcold as original equipment. For the purposes of this settlement, "original equipment" means "such Norcold equipment as originally manufactured without unauthorized alterations, modifications, or repairs."

Example 1: Original Equipment Manufactured During the Class Period

- If you purchased a 2004 RV that contained a Norcold 1200 Series Refrigerator as original equipment, that Refrigerator would be included in the settlement.

Example 2: Original Equipment Manufactured Outside of the Class Period

- If you purchased a 1999 RV, however, that contained a Norcold Refrigerator as original equipment, that Refrigerator would *not* be included in the settlement because it falls outside of the Class Period.

Example 3: Original Equipment Manufactured Outside of the Class Period, With a Replacement Cooling Unit

- If you purchased a 1999 RV that contained one of the Norcold Subject Refrigerators as original equipment, and later installed a Replacement Cooling Unit manufactured by Norcold during the Class Period (i.e., installed a 2010 Replacement Cooling Unit), then that Replacement Cooling Unit would be included in the settlement.

10. How much will I get from the Monetary Fund?

At this time, we do not know how many Class Members will participate in the settlement and submit a Claim Form. Because we do not know how many claims will be submitted, we do not know the number of settlement shares. All we can do at this time is provide an estimate of the payment each type of Class Member will receive based on hypothetical claim rates (the percentage of Class Members that submit a Claim Form).

In addition to the future claims rate, we do not know the exact number of Class Members, but we do know the exact number of refrigerators sold each year during the Class Period. We estimate that 15% of the Norcold refrigerators manufactured during the Class Period are no longer in service and the estimated number of current Class Members reflects that reduction.

In addition, we do not know the total number of former owners. We have estimated the number of former 1200 series refrigerator owners at 202,289 based on RV surveys relating to turnover. We have also estimated that of the approximately 92,494 retrofitted refrigerators, half of those are now owned by a new owner. We believe it is reasonable to assume that approximately 46,247 former 1200 series refrigerator owners have out-of-pocket expenses and that the amount of those expenses exceed \$1700 based upon their knowledge of the safety related defect and recalls, as well as the general market cost of replacement refrigerators and/or cooling units manufactured by third-parties (parts, labor, shipping). Consequently, we assume that the remaining former owners (156,042) do not have out-of-pocket expenses.

A chart is provided below that projects the amount each Class Member *may* receive as his or her settlement benefit based upon many potential claim rates, ranging from a low of 5% to a high of 100%. The amounts listed are each Class Member's share of the total settlement, *before* any Court-approved reductions for the cost of class notice, settlement administration fees, and attorneys' fees and costs. In some consumer class actions, the total claims rate is less than 5%. As it relates to this case, approximately 67% of Norcold refrigerators were involved in certain recall efforts and have been retrofitted. A 100% claims rate for a Class of this size is unlikely and would only occur if every single Class Member submitted a Claim Form. The chart is merely an estimate provided for demonstrative purposes of what payouts may potentially be if the assumptions made are accurate and is not a representation or guarantee of what any class member submitting a timely claim is certain to receive. Actual payouts for any category of claimants may be higher or lower depending on a number of factors, including but not limited to, the number of claims made in each category.

Estimated Gross Amount Paid To Each Class Member At Various Claims Rates

Type of Class Member	Claims Rate (Percent of Class Members Submitting Claim Forms)					
	5%	10%	25%	50%	67%	100%
Current Owner of 1200 Series Refrigerator <i>or</i> a Former Owner With Over \$1700 in Replacement or Repair Expenses (25 shares)	\$3,319.92	\$1,659.96	\$663.98	\$331.99	\$247.76	\$166.00
Former Owner of 1200 Series Refrigerator Without Expenses (1 share)	\$132.80	\$66.40	\$26.56	\$13.28	\$9.91	\$6.64
Current Owner of N6 or N8 Series Refrigerator (5 shares)	\$663.98	\$331.99	\$132.80	\$66.40	\$49.55	\$33.20

11. Will Class Members be warned of the fire risk?

Yes. All owners of Norcold gas absorption refrigerators are warned of the risk of a gas leak which in certain circumstances can possibly result in a fire and are advised to take corrective action.

WARNING

Norcold has recalled all Model 1200 series refrigerators manufactured prior to October 6, 2010. The purpose of the recall is to remedy a safety related defect by installing a High Temperature Sensor (HTS). Therefore, if you own such a refrigerator and have not had the HTS installed, you should turn off your refrigerator immediately and call the Norcold Recall Department at (800) 767.9101 to make arrangements to have the HTS installed at no charge to you.

If the HTS has been installed and it trips (red light continuously lit), the Refrigerator must always be brought in and checked by a trained technician. It is imperative that you never bypass the HTS.

Norcold had previously recalled 6 cubic foot and 8 cubic foot refrigerators with serial numbers 1038000 to 1099000. If you own one of these refrigerators and you have not had the original cooling unit replaced you should immediately turn off your refrigerator and contact the Norcold Recall Department at 800.767.9101 to make arrangements to have your original cooling unit replaced at no cost to you.

It is essential that if you are experiencing cooling performance issues with your Refrigerator you immediately take it to a dealer and have it checked by a trained Technician.

FAILURE TO FOLLOW THESE INSTRUCTIONS CAN RESULT IN FIRE, CAUSING PROPERTY DAMAGE, INJURY OR DEATH.

All Class Members are further directed to review the warning online at www.norcoldclassaction.com. Class members are instructed to maintain a copy of this warning with the RV and Refrigerator manuals and to provide it to subsequent owners/users of their RV and Refrigerator.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

12. How can I get a payment?

To be eligible for payment from the Monetary Fund, you must complete and send in a Claim Form before the [DATE] deadline. A Claim Form is attached to this notice and is also available online at www.norcoldclassaction.com. You may also call [TOLL-FREE NUMBER] to request another copy. Read the instructions carefully, fill out the form, include all the necessary information the form asks for, sign it under penalty of perjury, and mail it postmarked no later than [DATE]. Late Claim Forms will not be accepted.

13. When would I get my payment?

The Court will hold a fairness hearing on [DATE], to decide whether or not to approve the settlement. If the Judge approves the settlement, the first payments should be sent to Eligible Claimants approximately forty-five (45) days after the Final Effective Date of the Settlement. The second, third and fourth installments will be sent to Eligible Claimants on the first, Second and third anniversaries of the Final Effective Date of the Settlement. Please note, however, there may be appeals that could delay all payments. Everyone who sends in a Claim Form will be informed of the progress of the settlement. Please be patient. Updates will be published on the settlement website, www.norcoldclassaction.com. Please check that site regularly.

14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will be considered a member of the Settlement Class and that means that you cannot sue, continue to sue, or be part of any other lawsuit against any or all Defendants asserting the class claims resolved by this settlement. It also means that all of the Court's orders and the Release will apply to you and legally bind you.

The settlement does not include claims for personal injury, wrongful death or actual physical property damage arising from a leak, fire or other incident involving the Norcold refrigerator you currently own and/or previously owned. Such claims are NOT released under the settlement and are expressly Reserved. You will be able to pursue these limited claims in a separate lawsuit at your own expense, even if you participate in this settlement and file a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENT BY OPTING-OUT

If you don't want any payments or other benefits from this settlement, but you want to keep the right to sue or continue to sue any or all Defendants, on your own asserting the class claims resolved by this settlement, then you must take steps to exclude yourself from the settlement. This is called excluding yourself – or is sometimes referred to as “opting-out” of the Settlement Class. If you opt-out, you will not be subject to any release of claims under this settlement and will retain all rights that you currently have.

15. How do I get out of the settlement?

To opt-out and exclude yourself from the settlement and preserve all rights you may have, you must send a letter to the Claims Administrator by U.S. mail, email or fax by [DATE] saying that “I, [your name], want to be excluded from the Norcold Refrigerator Class Action Lawsuit.” Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than [DATE], or send it by fax or e-mail before midnight Pacific Time on [DATE], to:

CLAIMS ADMINISTRATOR
[ADDRESS]
[CITY, STATE ZIP CODE]
[FAX]
[E-MAIL]

If you do not take steps to opt-out in the manner described, you will remain in the Settlement Class and will be bound by the settlement terms and the Release.

You cannot exclude yourself by phone. It must be in writing by mail, email, or fax. If you ask to be excluded, you will not receive any settlement payment or the extended warranty (if eligible), and you cannot object to the settlement. You will not be legally bound by anything that happens in these lawsuits and you will not release any claims that you may have. You may then attempt to sue (or continue to sue) any or all of the Defendants (Norcold, Inc., Thetford Corp. or The Dyson-Kissner-Moran Corp.) in the future. Defendants will also retain all defenses to such claims and rights that they may have.

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

No. Unless you exclude yourself, you give up the right to sue any or all Defendants for the claims that this settlement resolves and releases. If you have a pending lawsuit on those

claims, speak to your lawyer in that lawsuit immediately. Remember, the exclusion deadline is [DATE].

However, if you have a claim for personal injury, wrongful death or actual physical property damage arising from a leak, fire or other incident involving the Norcold refrigerator or cooling unit that you currently own and/or previously owned, such claims are not released under the settlement. Such claims are considered Reserved Claims under the settlement. You will be able to pursue (or continue pursuing) these limited claims in a separate lawsuit at your own expense.

17. If I exclude myself, can I get money from the settlement?

No. If you exclude yourself, do not send in a Claim Form requesting to share in the Monetary Fund. However, you may sue, continue to sue, or be part of a different lawsuit against any or all Defendants.

THE LAWYERS REPRESENTING YOU

18. Do I have lawyer in this case?

The law firm of Zimmerman Reed, PLLP, with offices in Los Angeles, CA, Scottsdale, AZ and Minneapolis, MN, has been appointed by the Court to represent you and the other Class Members. The lawyers are called Class Counsel. You will not be charged directly for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense and have him/her enter an appearance on your behalf.

19. How will the lawyers and class representatives be paid?

Class Counsel will ask the Court to approve their request for attorneys' fees and expenses up to 25% of the \$36,000,000 Monetary Fund. Each Class Representative may also petition the Court seeking an incentive award up to \$7,500 for his/her time, effort and risk undertaken to help secure the Settlement Fund for the Class. The Court will make the final determination of the amounts to be paid to each lawyer, law firm and Class Representative after reviewing each of their petitions outlining the work done, time spent, and risks undertaken to help secure the Settlement Fund for the Class. The Court may award less than the amounts requested, or more. The amounts finally approved and awarded by the Court will then be deducted and paid from the Monetary Fund.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like or agree with any part of it. Any Class Member (including Plaintiffs and Class Representatives) who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, or to the amount of attorneys' fees and expenses requested, or the individual awards to the Class Representatives requested, must submit a written statement describing his or her objections in the specific manner set forth below. All objections must be filed with the Court, and copies mailed to Class Counsel and Defendants' Counsel, before [DATE].

Any such objection shall include: (1) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (2) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (3) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing. Class Members (or named Plaintiffs) may do so either on their own or through an attorney retained at their own expense. The objection must also include proof that the Class Member falls within the definition of the Class, including identification of the Gas Absorption Refrigerator or Cooling Unit owned. In addition, any Class Member objecting to the Settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any state or federal court in the United States in the previous five years. If the Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, he or she shall affirmatively so state in the objection.

To be valid, you must mail the objection to all three (3) of these places postmarked no later than midnight on [DATE]:

Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court Central District of California 411 West Fourth Street Santa Ana, CA 92701-4516	Hart L. Robinovitch ZIMMERMAN REED, LLP 14646 N. Kierland Blvd., Suite 145 Scottsdale, AZ 85254	Bryan A. Merryman WHITE & CASE, LLP 555 South Flower St., Suite 2700 Los Angeles, CA 90071

21. What is the difference between objecting and opting-out?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Opting-out or excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the cases and proposed settlement no longer affect you. You will have preserved all of your rights and can seek the relief you desire in your own, separate lawsuit.

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.

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

The Court will hold a Fairness Hearing at [TIME] on [DATE], at the United States District Court for the Central District of California, 411 West Fourth Street, Santa Ana, CA 92701-4516, in Courtroom 10A. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Judge will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for their fees and costs, as well as any incentive awards to the Class Representatives. After the hearing, the Court will decide whether or not to grant final approval of the settlement. We do not know how long these Court decisions will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. You are, however, welcome to attend the hearing at your own expense. If you submitted an objection, you do not have to attend to the hearing. As long as you mailed your written objection on time and in the

manner directed, the Court will review your objection and consider it. You also have the right to hire your own lawyer to attend and represent you at your own expense.

24. 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 you intend to appear in person. Your letter should state at the top "Notice of Intention to Appear in *Etter v. Thetford*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [DATE], and be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the three addresses listed on page 10, in Question 18. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will get no money or other benefits from this settlement. To receive money from the settlement, you must submit a Claim Form by the deadline. If you fail to timely submit a Claim Form, but remain in the Class, you will still release your claims (but not the Reserved Claims). If you wish to reject the settlement and preserve all of your claims so you can file your own lawsuit, you should exclude yourself in the manner described above.

GETTING MORE INFORMATION

26. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel: Hart L. Robinovitch, Christopher Ridout and Caleb Marker, ZIMMERMAN REED, PLLP, 14646 N. Kierland Blvd., Suite 145, Scottsdale, AZ 85254, or by visiting the Settlement Website: www.norcoldclassaction.com.

27. How do I get more information?

You can call [TOLL FREE NUMBER]; write to Claims Administrator, [ADDRESS], [CITY, STATE ZIP CODE] or [EMAIL]; or visit www.norcoldclassaction.com, where you will find answers to other common questions about the settlement, a printable Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible to receive a payment.

DATE: [INSERT DATE]

By the Court:
Honorable Josephine Staton
Judge, United State District Court

**PLEASE DO NOT TELEPHONE OR WRITE THE COURT
OR THE CLERK OF THE COURT SEEKING ADDITIONAL INFORMATION.**

EXHIBIT B

SHORT FORM NOTICE

FRONT

Claims Administrator
NORCOLD REFRIGERATOR CLASS ACTION SETTLEMENT
[ADDRESS]
[CITY, STATE ZIP CODE]

[NAME]
[ADDRESS]
[CITY, STATE ZIP CODE]

**IMPORTANT LEGAL NOTICE FROM THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

If You Own or Owned a Norcold 1200 Series, N8 Series, or N6 Series Gas Absorption Refrigerator or Cooling Unit, You May Be Entitled to a Cash Payment and Other Benefits From a Proposed Class Action Settlement.

A proposed settlement has been reached in two class action lawsuits against Norcold, Inc., Theford Corporation, and The Dyson-Kissner-Moran Corporation (“Defendants”) alleging that Norcold’s 1200, N8 and N6 Series Gas Absorption Refrigerators, that are typically installed in recreational vehicles (“RVs”), such as motorhomes, travel trailers, and boats, share a safety related defect in the cooling unit which, in certain circumstances, causes the boiler tubes to corrode and leak flammable gas, exposing consumers to the risk of fire. Plaintiffs allege class claims for economic loss related to class members’ purchases of these products. Defendants deny Plaintiffs’ allegations. There has not been a trial and, therefore, the Court has not resolved the dispute or found Defendants liable on any claims. Instead, the parties have reached a settlement that provides, among other benefits, a \$36 million Monetary Fund to be divided among Class Members who timely submit Claim Forms before the deadline in accordance with an Allocation Plan. **The sole purpose of this notice is to inform you of the lawsuits and the proposed settlement so that you may decide what you want to do: (1) support the settlement and submit a Claim Form requesting a share of the Monetary Fund in accordance with the settlement’s Allocation Plan; (2) object to the settlement terms by the [DATE]; or (3) exclude yourself from the settlement class altogether and reserve all claims you may have. Please note that the settlement does not release any claims for personal injury, wrongful death or for damage to property other than the subject refrigerator. Such claims are Reserved Claims and are not part of the settlement or subject to the Release.**

• Records available to Class Counsel indicate that you may be a Class Member. To qualify, you must:

- ✓ **Currently own, or have formerly owned, a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012; or**
- ✓ **Currently own a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit, or N8 Series Gas Absorption Refrigerator or Cooling Unit, that was manufactured between January 1, 2009, and December 31, 2013.**

If you are a Class Member, your rights may be affected, even if you take no action. You may be required to take action in order to get money and/or to protect your rights.

• The settlement will provide \$36 million to resolve all eligible claims of Norcold 1200 Series, N8 Series and N6 Series gas absorption refrigerator owners and to fund all administrative and legal costs associated with the proposed settlement. That amount will be divided in the manner described in the settlement agreement’s Allocation Plan, and paid in four annual installments. Cash payments will vary depending upon several factors such as the number of claims submitted and other adjustments and deductions in accordance with the Allocation Plan described more fully in the Long Form Notice. Please take time to review it.

• In addition, the settlement will provide a three-year extended warranty to eligible class members who own an N8 or N6 Series unit covering replacement (parts and reasonable labor costs) of any cooling unit that fails due to a leak.

• **Warning:** The lawsuits claim that Norcold 1200, N6 and N8 series gas-absorption refrigerators share a safety related defect in the cooling unit which, in certain circumstances, causes the boiler tubes to corrode and leak flammable gas, exposing consumers to the risk of fire. *It is essential that if you are experiencing cooling performance issues with your Refrigerator, or if you observe any yellow or green residue near the cooling unit, that you immediately turn the unit off and take it to a dealer and have it checked by a trained technician*

If you think you may be eligible for a cash payment, you should immediately obtain/request the Long Form Notice for more information and the Claim Form by: (1) going to www.norcoldclassaction.com; (2) calling toll-free at [TOLL FREE NUMBER]; and/or (3) writing to the Claims Administrator, [ADDRESS] [FAX] [EMAIL]. The Long Form Notice describes how to exclude yourself, submit a Claim Form and/or object to the proposed settlement. The key deadlines are [DATE] for requests to be excluded and objections and [DATE] for Claim Forms to be filed. All deadlines are available (and may be updated) at www.norcoldclassaction.com.

QUESTIONS? CALL [TOLL FREE NUMBER] OR VISIT WWW.NORCOLDCLASSACTION.COM

EXHIBIT C

LEGAL NOTICE

If You Own or Owned a Norcold 1200 Series, N6 Series, or N8 Series Gas-Absorption Refrigerator or Cooling Unit, You Could Get Benefits From a Class Action Settlement.

There is a proposed settlement in two class action lawsuits against Norcold, Inc., Thetford Corporation, and The Dyson-Kissner-Moran Corporation (“Defendants”) concerning three models of gas absorption refrigerators (1200, N6 and N8 series) for use in recreational vehicles (“RVs”), such as motorhomes, travel trailers, and boats. Those persons included in the settlement have legal rights and options and deadlines by which they must exercise them.

The United States District Court for the Central District of California authorized this Notice. The Court will have a hearing to consider whether to approve the settlement so that the benefits may be paid.

What are the Lawsuits About?

The lawsuits claim that Norcold 1200, N6 and N8 series gas-absorption refrigerators share a safety related defect in the cooling unit which, in certain circumstances, causes the boiler tubes to corrode and leak flammable gas, exposing consumers to the risk of fire. The lawsuits seek compensation for economic losses related to the purchase of Norcold Gas Absorption Refrigerators or Cooling Units. The lawsuits do not allege class claims for personal injury, wrongful death or damage to property other than the allegedly defective Norcold Gas Absorption Refrigerators or Cooling Units themselves. Defendants deny any wrongdoing and have denied all allegations in the Complaint and asserted many defenses. The Court did not decide which side was right. Instead, the parties decided to settle the class claims.

Who is Affected?

Subject to certain limited exclusions, you are included in the settlement if you:

- **Currently own, or formerly owned, a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012; OR,**
- **Currently own a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit, or N8 Series Gas Absorption Refrigerator or Cooling Unit, that was manufactured between January 1, 2009, and December 31, 2013.**

This settlement does not involve class claims for personal injury, wrongful death or damage to property other than to the Norcold refrigerator they own, owned, or may own in the future. Such claims are reserved.

What Does The Settlement Provide?

The proposed settlement provides for an “all-in” Common Fund totaling \$36,000,000 to resolve all eligible class claims of 1200 Series, 800 Series and 600 Series gas absorption refrigerator owners and to fund all administrative and legal costs associated with the proposed settlement. To receive a share of the Monetary Fund you must submit a Claim Form by [DATE]. Payments will vary depending upon several factors, such as the number of claims submitted and other adjustments and deductions in accordance with the Allocation Plan described more fully in the detailed Notice and Claim Form available at www.norcoldclassaction.com. In addition, Defendants will provide, at Defendants’ sole expense, a three-year extended warranty to class members who own N6 and N8 Series gas absorption refrigerators manufactured between January 1, 2009 and December 31, 2013, for a cooling unit that fails due to a leak.

What Are Your Options?

Submit a Claim. If you don’t exclude yourself, you may submit a Claim Form by [DATE] to receive any benefits for which you are eligible. Do Nothing. You will remain in the Class and will not be able to sue Defendants about the issues in the lawsuit, but you may not receive certain benefits for which you may be eligible. Exclude Yourself. If you do not want to be part of the settlement, you must exclude yourself by [DATE]. You won’t be able to get any settlement benefits, but you keep the right to sue Defendants about the class claims in the lawsuit. Object. You can object to all or part of the settlement by [DATE], if you don’t exclude yourself.

A detailed Notice and Claim Form containing everything you need is available online at www.norcoldclassaction.com. You may also call [TOLL-FREE NUMBER] to request a copy. The detailed notice describes how to exclude yourself, submit a Claim Form and/or object to the proposed settlement. We encourage you to read and review it.

Warning:

It is essential that if you are experiencing cooling performance issues with your Refrigerator, or if you observe any yellow or green residue near the cooling unit, that you immediately turn the unit off and take it to a dealer and have it checked by a trained technician.

EXHIBIT D

**NORCOLD GAS ABSORPTION REFRIGERATOR
CLASS ACTION SETTLEMENT CLAIM FORM**

**DO NOT FILL OUT THIS FORM
IF YOU CHOOSE TO EXCLUDE YOURSELF FROM THIS LAWSUIT**

To be eligible to receive payment from the Monetary Fund created by the class action settlement, Class Members must submit a claim form to the Claims Administrator **POSTMARKED NO LATER THAN [DATE]** to: Claims Administrator, [INSERT ADDRESS] [FAX] [E-MAIL ADDRESS]. Late claims will NOT be accepted.

You are permitted to make a separate claim for each distinct Norcold Gas Absorption Refrigerator or Cooling Unit that you owned during the Class Period. A separate Claim Form must be submitted for each distinct Norcold Gas Absorption Refrigerator or Cooling Unit owned for which you wish to make a claim. If necessary, you can photocopy this Claim Form. A duplicate copy of this Claim Form may also be found online at www.norcoldclassaction.com or by requesting one from the Claims Administrator by mail to: Claims Administrator, [INSERT ADDRESS] [FAX] [E-MAIL ADDRESS]; or by calling toll free [TOLL FREE NUMBER].

If you need assistance completing this form or have questions, please contact the Claims Administrator at [TOLL FREE NUMBER], by e-mail to [E-MAIL ADDRESS], or you may review additional information online at www.norcoldclassaction.com.

SECTION I: PERSONAL CONTACT INFORMATION (PLEASE PRINT CLEARLY)

Full Name

Permanent Address City State ZIP Code

Mailing Address for Payment City State ZIP Code
(if different than above)

E-mail Address Primary Phone Number / Cell

Norcold Refrigerator Model and Serial Number, if available (optional)

SECTION II: GAS ABSORPTION REFRIGERATOR INFORMATION

To be eligible for payment from the Monetary Fund, you must select ONE of the following statements that apply to you. At the end of the Claim Period, the Claims Administrator will tabulate the total number of shares claimed by Eligible Claimants and determine the per share value. You will then, subject to confirmation by the Claims Administrator, receive a cash settlement payout by mail at the mailing address which you provided above, in three installments, as discussed in Section IV(D) of the Settlement Agreement (available online at

www.norcoldclassaction.com). Your payout will be based on the number of shares of the Monetary Fund that you qualify for, based on your attestation to the following:

Select Which ONE of These Statements Applies to You		You Will Receive
<input type="checkbox"/>	I <i>currently</i> own a Norcold 1200 Series Gas Absorption Refrigerator that contains a Norcold Cooling Unit or a Norcold Cooling Unit that was manufactured between January 1, 2002 and October 1, 2012.	25 shares
<input type="checkbox"/>	I <i>previously</i> owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002 and October 1, 2012, <i>and</i> incurred actual out-of-pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), or incurred a related loss due to a suspected cooling unit leak, in the following aggregate amounts:	
<input type="checkbox"/>	Over \$1,700.00	25 shares
<input type="checkbox"/>	Between \$1,360.01 to \$1,700.00	20 shares
<input type="checkbox"/>	Between \$1020.01 to \$1360.00	15 shares
<input type="checkbox"/>	Between \$680.01 to \$1,020.00	10 shares
<input type="checkbox"/>	Between \$340.01 to \$680.00	5 shares
<input type="checkbox"/>	Between \$68.01 to \$340.00	3 shares
<input type="checkbox"/>	Between \$0.01 to \$68.00	1 share
<input type="checkbox"/>	I <i>previously</i> owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002 and October 1, 2012, and <i>DID NOT</i> incur any actual out-of-pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak, or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), and have not incurred a related loss due to a suspected cooling unit leak.	1 Share
<input type="checkbox"/>	I <i>currently</i> own a Norcold N6 or N8 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2009 and December 31, 2013.	5 Shares

If you do not know what type of Norcold Refrigerator you have, please visit the Settlement Website at www.norcoldclassaction.com for information on how to tell what type of Norcold Refrigerator you have and to determine its date of manufacture. "Date of manufacture" means the date of manufacture of the Norcold Cooling Unit. You may also call the Claims

Administrator at [TOLL FREE NUMBER] with the serial number and/or model number of your Norcold Refrigerator and its date of manufacture and they will be able to tell you what type of Norcold Refrigerator you have. The Claims Administrator has the right to request further verification of any class members' eligibility to make a claim, including proof of repair / replacement costs incurred (i.e., copies of receipts, proof of payment etc.) or other proof of loss.

If you do not select one of the statements above, but are a member of the Class, you will receive one share of the Monetary Fund.

SECTION III: SIGNATURE AND ATTESTATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature of Claimant

Print Name of Claimant

SEND COMPLETED FORM TO: CLAIMS ADMINISTRATOR
[ADDRESS]
[CITY, STATE ZIP CODE]
[FAX] / [E-MAIL ADDRESS]

EXHIBIT E

CLAIMS REVIEW PROTOCOL

Pursuant to the Preliminary Approval Order and the Settlement Agreement, each Claim Form from a participating Claimant that has been timely submitted pursuant to the Settlement Agreement and subsequent Court Orders will be reviewed according to the settlement Claims Review Protocol below, subject to the limitations and qualifications stated below (all capitalized terms as defined in the Settlement Agreement).

I. Settlement Notice

A. In accordance with Section III of the Settlement Agreement, the Class Notice will be distributed to the Class by U.S. mail, publication and online as described in the Notice Plan. The Class Notice will instruct Class Members desiring to share in the Monetary Fund, that they must submit a Claim Form to the Claims Administrator before the Claims Deadline, attesting under penalty of perjury, to certain facts which confirm their eligibility to become an Eligible Claimant and receive a payment from the Monetary Fund in accordance with the Allocation Plan.

B. The Claims Administrator will be responsible for the timely mailing and publishing of the Short Form Notice, Summary Settlement Notice, Long Form Notice and Internet Notice, as described in Section III of the Settlement Agreement.

C. The Claims Administrator, with Class Counsel, shall be responsible for creating and/or maintaining the Settlement Website and for providing reasonable assistance and information to class members, as described in the Settlement Agreement.

D. The Claims Administrator will be responsible for sending the Claim Form by U.S. Mail or e-mail to Class Members who request one.

E. The Claims Administrator shall be responsible for receiving completed Claim Forms from Class Members by mail, fax, e-mail or by electronic submission using the feature on the Settlement Website.

F. The Claims Administrator shall be responsible for tabulating the total number of timely submitted Claim Forms by all Eligible Claimants, and the total number of shares that those Eligible Claimants' Claim Forms represent, and

distributing payment to Eligible Claimants in four installments consistent with the terms and schedule set forth in the Settlement Agreement.

G. The Claims Administrator shall be responsible for carrying out all other functions of the Claims Administrator noted in the Settlement Agreement including all those reasonably necessary to effectuate the Settlement and to distribute benefits to the Class.

II. Claim Review Procedures

A. The Claims Administrator shall review, evaluate and approve or disapprove each Claim Form received from Class Members by mail, fax, e-mail or by electronic submission using the feature on the Settlement Website, in accordance with this Claims Review Protocol.

B. All information provided in the Claim Forms and supporting documentation submitted by the participating Claimant shall be entered into a database.

C. Each Claim Form received shall be promptly marked once reviewed and the information contained thereon shall be entered into a database.

D. The Claims Administrator shall use its best efforts to use an optical scanning process to process the Claim Forms submitted by e-mail, fax or by U.S. Mail, including, but not limited to, any supporting documentation. The Claims Administrator shall maintain an electronic record in a database of any Claim Form submitted through the Settlement Website.

E. Subject to the terms of the Agreement and this Claims Review Protocol, the Claims Administrator shall gather, review, prepare, and address the Claim Forms received pursuant to the Claim Procedure, Claim Form Submission Process and Allocation Plan, set forth in Section III of the Settlement Agreement. Subject to the limitations and qualifications stated herein, the Claims Administrator shall review all Claim Forms to insure that all information and documentation required for an eligible Claim is presented on or with the Claim Forms. If there is missing information or documentation, the Claims Administrator shall notify the Class Member and request correct and complete information and/or documentation. Class Counsel shall be, on a weekly basis, provided electronic copies of any request for more information sent to Class Members for oversight and advisory purposes.

F. The Class Member shall have thirty (30) days from the date of the postmarked letter to cure any Claim Form deficiency(ies) identified by the Claims Administrator. If a Class Member fails to cure the deficiency(ies) such that any required materials and/or missing information is/are received by the Claims Administrator within said thirty (30) days, so that the Claim Form is materially incomplete, the Claim shall be deemed invalid and not paid. Subject to Court approval, the Parties may waive this deadline and accept late Claims submitted before the Final Fairness Hearing. Materially complete Claim Forms shall not be rejected (i.e., because of a missing zip code or phone number) if the information provided is materially complete so to allow the Claims Administrator to reasonably process and verify the claim, and the claim form is signed.

G. The Claims Administrator may request from Class Members submitting Claim Forms documents to substantiate and/or verify the information contained in the Claim Forms. The Class Member shall have thirty (30) days from the date of the postmarked letter to provide the substantiation and/or verification identified by the Claims Administrator. If a Class Member fails to provide the substantiation and/or verification within said thirty (30) days, the Claim shall be deemed invalid and not paid. Class Counsel shall be, on a weekly basis, provided electronic copies of any such request for verification and/or substantiation sent to Class Members for oversight and advisory purposes.

H. The Claims Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Claims Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud and abuse. Class Counsel shall be, on a weekly basis, provided electronic copies of any such denial or claims reduction sent to Class Members for oversight and advisory purposes.

I. This Claims Review Protocol may be amended by written agreement of the Parties.

III. Review of Class Members' Claims

Subject to the limitations and qualifications stated herein, the Claims Administrator shall review all Claims to insure that the Claimants demonstrate in their Claim Forms and/or supporting documentation that he/she:

- i) Currently owns a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012;
- ii) Formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012, and incurred actual out-of-pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), or incurred a related loss due to a suspected cooling unit leak;
- iii) Formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit that was manufactured between January 1, 2002, and October 1, 2012, but has not incurred any out-of-pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak, or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), and has not incurred a related loss due to a suspected cooling unit leak; or,
- iv) Currently owns a Norcold N8 Series Gas Absorption Refrigerator or Cooling Unit, or Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit, that was manufactured between January 1, 2009, and December 31, 2013.

IV. Shares Allotted to Class Members Under Allocation Plan

Based on the responses provided on the Claims Forms returned, each Eligible Claimant will fall into a distinct category and be allocated the number of shares associated with that category, by the Claims Administrator, as set forth in Section II, Paragraph (D)(5)(ii) of the Settlement Agreement. The Claims Administrator shall apply the following to each Claim Form received from an Eligible Claimant, for purposes of apportioning the Monetary Fund and determining each Eligible Claimant's share of the Monetary Fund:

- i) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she currently owns a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured

between January 1, 2002, and October 1, 2012, shall be allotted 25 shares of the Monetary Fund;

- ii) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, and incurred out of pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), or incurred a related loss due to a suspected cooling unit leak, shall be allotted the following number of shares of the Monetary Fund, based on the aggregate amount of the repair/replacement costs, or losses incurred;

Over \$1,700.00	25 shares
From \$1,360.01 to \$1,700.00	20 shares
From \$1020.01 to \$1360.00	15 shares
From \$680.01 to \$1,020.00	10 shares
From \$340.01 to \$680.00	5 shares
From \$68.01 to \$340.00	3 shares
From \$0.01 to \$68.00	1 share

- iii) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she formerly owned a Norcold 1200 Series Gas Absorption Refrigerator or Cooling Unit, manufactured between January 1, 2002, and October 1, 2012, but has not incurred any out of pocket expenses to repair and/or to replace the Gas Absorption Refrigerator or Cooling Unit due to a suspected cooling unit leak, or as a precautionary measure regarding a potential cooling unit leak (including parts, labor, or shipping costs), and has not incurred a related loss due to a suspected cooling unit leak, shall be allotted 1 share of the Monetary Fund;
- iv) Each Class Member who attests under penalty of perjury on a timely submitted Claim Form that he/she currently owns a Norcold N8 Series Gas Absorption Refrigerator or Cooling Unit, or a Norcold N6 Series Gas Absorption Refrigerator or Cooling Unit manufactured between January 1, 2009, and December 31, 2013, shall be allotted 5 shares of

the Monetary Fund. This benefit will be provided to such Eligible Claimants in addition to the Extended Warranty.

Any Claimant that does not qualify as a member of any of the categories described above, or does not indicate which category he or she is a member of, shall be deemed to a member of category (iv) above and eligible to receive ONE (1) share of the Monetary Fund. For the purposes of reviewing Claims, any Claimant that indicates that he/she experienced a fire as a result of an eligible Norcold unit is automatically deemed to have incurred repair or replacement expenses and therefore qualifies under section (ii) above. For the purposes of this settlement, “original equipment” means “such Norcold equipment as originally manufactured without unauthorized alterations, modifications, or repairs.”

Supporting documentation (i.e., copies of receipts, billings, invoices, proof of payment or loss) is not required to be submitted by all class members making claims if their Claim Form(s) is signed by the class member under penalty of perjury.

The Claims Administrator has the right to exercise reasonable discretion and diligence to request further verification of any class member’s eligibility to make a claim, including but not limited to proof of repair and/or replacement costs incurred (i.e., copies of receipts, billings, invoices, proof of payment), or other proof of loss (i.e., loss or destruction of the refrigerator or cooling unit, in whole or part, due to a suspected leak or fire). If further verification is not provided by a class member upon request, their claim may be rejected by the Claims Administrator.

At the end of the Claims Period, the Claims Administrator shall tabulate the total number of timely submitted Claim Forms by all Eligible Claimants, and the total number shares that those Eligible Claimants’ Claim Forms represent pursuant to the categories described in Section II, Paragraph (D)(5)(ii)(a)-(d) of the Settlement Agreement and any Addendum. The Monetary Fund, less any Court Awarded Attorneys’ Fees and Expenses, Administrative Expenses, and Class Representative Incentive Awards, shall then be divided into that number of shares and a per-share value determined. Each Eligible Claimant shall then be entitled to receive payment equal to the total number of shares he/she is allotted pursuant to the categories described in Section II, Paragraph (D)(5)(ii)(a)-(d), multiplied by the per-share amount. Payment of that amount to Eligible Claimants shall be made in four separate installments, according to the Payment Schedule described in Section II, Paragraph (D)(2) of the Settlement Agreement. The Claims Administrator shall

process, administer and distribute all such payments to the Class and account to the Court of the distributions, all in accordance with the terms of the Settlement Agreement.

V. Disputed Claims Forms

Any disputes or disagreements regarding the validity of claim forms or the eligibility of any class member(s) / person(s) attempting to submit claims to receive settlement benefits, may be presented to by the Claims Administrator, Class Counsel or Class Members to the Court for final resolution upon reasonable notice. All parties shall use reasonable efforts to cooperate in any such process and promptly provide relevant information and/or documentation that may in their possession or control upon request.

V. Notification of Individual Class Member Awards

Upon the completion of the Claim Process, and once the total number of settlement shares is known, Class Members shall be able to go to the Settlement website or may write or call the Claims Administrator who shall provide information to the Class Members of their gross individual awards by including secure information on the website or otherwise respond to their request.

VI. Cy Pres or Escheat

The Claims Administrator shall fulfill any *cy pres* distribution or escheatment obligations that arise.

VII. Other Functions Reasonably Necessary to Effectuate the Settlement and Distribute Settlement Proceeds

The Claims Administrator shall use reasonable means to carry out all other functions of the Claims Administrator noted in the Settlement Agreement including all those reasonably necessary to effectuate the Settlement, and to distribute the settlement benefits to the Class.