

If you purchased a Bosch-manufactured microwave/oven, you may be entitled to benefits from a class action settlement.

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

- A Settlement has been reached in a class action lawsuit against BSH Home Appliances Corporation (“Bosch” or “Defendant”) regarding microwave/oven combination appliances equipped with a vacuum fluorescent display (“VFD”) control panel (the “Class Products”).
- If you are included in the Settlement, you may qualify for a cash reimbursement for out-of-pocket costs up to \$400.00 with proof that such out-of-pocket costs related to the Past Display Failure and/or an extended service plan of three (3) years from the date of purchase wherein Bosch would replace any VFD control panel that experienced a Display Failure.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	Submitting a Claim Form is the only way to seek benefits relating to Class Products with VFD control panel Display Failure. For repairs or replacements occurring prior to the date you received the settlement Notice, your deadline to submit a claim form is September 3, 2024 . For repairs or replacements occurring after the date you received the Settlement Notice, your deadline to submit a claim is within ninety (90) days following the repair.	<p align="center">Tier 1(a): September 3, 2024</p> <p align="center">Tier 1(b) and Tier 2*: February 12, 2025 <i>*210 days from the effective date of the settlement, or the remainder of the extended service plan, whichever is longer.</i></p>
	<p>Tier 1: If you had a Display Failure on or before March 7, 2024, you may qualify for benefits including:</p> <ol style="list-style-type: none"> 1. Tier 1(a): Reimbursement up to \$400.00 for out-of-pockets costs. 2. Tier 1(b): Extended service plan benefit of three (3) years. <p>Tier 2: If you had a Display Failure after March 7, 2024, you may qualify for an extended service plan benefit of three (3) years.</p>	
EXCLUDE YOURSELF FROM THE CLASS	Excluding yourself, or “opting out,” is the only option that allows you to ever be part of another lawsuit against Bosch for the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits provided by this Settlement.	April 25, 2024
OBJECT	Mailing an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.	April 25, 2024
GO TO A HEARING	You may request an opportunity to speak in Court about the fairness of the Settlement.	June 13, 2024
DO NOTHING	If you do not object to the Settlement, exclude yourself from the Settlement or make a claim for a past or future Display Failure as part of this Settlement, you will <u>not</u> receive any benefits of this Settlement, and you will give up your right to ever be part of another lawsuit against Defendant about the legal claims resolved by this Settlement.	

- These rights and options are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement and you submit a valid claim, benefits will be issued after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement and about all your options before it decides whether to approve the Settlement. This Notice explains the Lawsuits, the Settlement, your legal rights, the available benefits, and who may qualify for those benefits.

Judge Richard A. Jones of the United States District Court, Western District of Washington is overseeing the Settlement, which resolves two similar cases, known as *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-RAJ (“*Peterson Action*”). The people who sued are called the “Plaintiffs,” and the company sued BSH Home Appliances, or Bosch, is called the “Defendant.”

2. Why did I receive this Notice?

If you received a notice by mail or email, the Defendant’s records indicate that you may have purchased a Bosch manufactured microwave/oven combination product with Model Numbers HBL5751UC, HBL8751UC, HBLP751UC, HMC80151UC, HMC80251UC, and HMC87151UC. These specific microwave/ovens are referred to as the “Class Products” throughout this Notice.

3. What is the Lawsuit About?

The Lawsuits claim that the Class Products are equipped with defective VFD control panels, in that the design of the control panels causes the panels to fade, dim, become unreadable, and/or fail altogether.

Defendant 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.

The Settlement does not include personal injury or property damage claims other than for damage to the Class Product itself, and the Settlement does not release any of these claims.

4. Why is this a class action?

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

5. Why is there a Settlement?

The Court did not decide which side was right or whether the Class Products are defective. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Settlement does not mean that the Court found that Defendant broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

THE SETTLEMENT CLASS—WHO IS INCLUDED

6. Who is included in the Settlement?

The “Settlement Class” includes 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.

7. How do I know if I am a Class Member?

To determine if you are a Class Member, you need to verify that the model number and serial number of your microwave/over combination is listed among qualifying Class Products in the Settlement. These specific microwave/ovens have Model Numbers HBL5751UC, HBL8751UC, HBLP751UC, HMC80151UC, HMC80251UC, and HMC87151UC. You can also visit the Settlement Administrator’s website www.BSH-VFDSettlement.com for more information.

8. Who is not included in the Settlement?

The following are not included in the Settlement Class: (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.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What does the Settlement provide?

Bosch will pay a maximum of up to \$2,000,000 (“Settlement Fund”) for reimbursement of sufficiently documented out-of-pocket costs up to \$400.00 per claim with proof that such out-of-pocket costs related to the Past Display Failure; and/or 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. In addition, Service Awards to the Class Representatives, Notice and Administration to the Settlement Administrator, and Attorney’s Fees to Class Counsel will be paid from Settlement Fund. 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*.

10. Tell me more about reimbursements and benefits available for Past and Future Display Failure?

Any Settlement Class Member who provides sufficient documentary Proof of Ownership and Proof of Display Failure is 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:** Settlement 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:

- Proof of Ownership: (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 new Class Product, 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, stating that the claimant cannot locate sufficient documentary proof, and that the claimant meets the Settlement Class definition.
- Proof of Display Failure: In addition to the requirements listed above, to be eligible for Tier 1(a) under this Settlement, a 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 affidavits, 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 who 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.
- Proof of Paid Qualifying Repair or Replacement: In addition to the requirements described above, Tier 1(a) Class Members seeking reimbursement for Paid Qualifying Repair or Replacement must also submit 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 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

Benefits. 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.

- **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 the manufacture of their Class Products, 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 described above for proof of ownership and display failure.
- **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 one hundred twenty (120) days from the Effective Date to submit an Extended Service Claim.

11. What is the deadline to submit a Claim Form for Past Display Failure?

All claims for Tier 1(a) Settlement Benefits as described in question 10 above must be submitted by **September 3, 2024**.

12. What is the deadline to submit a Claim Form for a Future Display Failure?

“Extended Service Claims Period” means, for Tier 1(b) and Tier 2 Class Members, two hundred and ten (210) days from the Effective Date of the Settlement, or the remainder of the extended service plan, whichever is longer.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How many benefits can I receive?

If you qualify, you may receive one benefit for each Class Product you purchased or acquired. You must submit a separate Claim Form for each Class Product. You must select the benefit you wish to receive at the time you submit your Claim Form.

14. How do I get a Settlement benefit to which I am entitled?

You must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail by **September 3, 2024** for a Past Display Failure or **within 90 days** of experiencing a Future Display Failure. Claim Forms are available for download and online submission at www.BSH-VFDSettlement.com. You can also contact the Settlement Administrator by telephone at **1-888-919-4128**, by email at BSH-VFDSettlement@cptgroup.com, or by writing to Bosch Microwave/Oven Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park Irvine, CA 92606, to request a Claim Form. **If you fail to provide the information requested on the Claim Form or if you do not upload or mail your documentary proof, then you will not be entitled to any compensation or benefit under this Settlement.**

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

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all the Court’s orders will apply to you and legally bind you. Generally, that means you won’t be able to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties (“Releasees”) for the legal issues and claims resolved by this Settlement. **Personal injury claims or claims for damage to property other than to the Class Dishwasher itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 16).

16. What are the Released Claims?

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”).

The complete Settlement Agreement describes the Released Claims in full. Please read it carefully. A copy of the Settlement Agreement is available at www.BSH-VFDSsettlement.com. You can also talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

17. Do I have a lawyer in this case?

Yes. The Court appointed Harper Segui, Rachel Soffin, Erin Ruben, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, LLC as Class Counsel, to represent you and other Class Members. You will not be charged for the services of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to award them up to \$725,000.00 for attorney fees and reimbursement of the litigation expenses and costs they incurred and/or advanced. They will also ask for service awards of \$2,500.00 to be paid to each of the Class Representatives Elizabeth Peterson, Rebecca Hirsch, Prasanna Ramakrishnan, Amanda Carlton, and Michele O’Dell out of the Settlement Fund. In addition, Defendant has also agreed to pay the Settlement Administrator’s fees and expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Class Members as part of the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue Defendant about the legal claims in this lawsuit, and you don’t want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is sometimes called “opting out” of the Settlement Class.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must request from the Settlement Administrator a Request for Exclusion. You must provide your name, email address, mailing address, model number, and serial number of your Class Product. To be valid, your Request for Exclusion must include all the information requested, must be individually signed, and must be individually sent to the Settlement Administrator at the address below with a postmark no later than **April 25, 2024**.

Bosch Microwave/Oven Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement Class in this Settlement. You can only get Settlement benefits if you stay in the Settlement Class and submit a valid Claim Form for benefits as described above.

21. If I don’t exclude myself, can I sue Defendants for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendant for the claims that this Settlement resolves and releases (see Question 16). You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit involving the same claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the Settlement or with any part of it.

22. How do I tell the Court if I don’t like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you or your attorney must mail and cause to be postmarked a written objection and supporting papers to the Settlement

Administrator, Class Counsel, and Counsel for Bosch. Your objection must contain: (1) the name of the Lawsuit (*Peterson et al. v. BSH Home Appliances Corporation, Case No.2:23-cv-543-RAJ*); (2) your full name and current address; (3) the serial number and model number of your Class Product; (4) the specific reasons for your objection; (5) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (6) your signature; and (7) the date of your signature.

You must mail your written objection to:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Bosch Microwave Settlement c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606	Harper T. Segui Rachel Soffin, Milberg, Coleman, Bryson, Phillips, Grossman, LLC 825 Lowcountry Blvd, Ste 101 Mt. Pleasant, SC 29464	Jasmine W. Wetherell Perkins Coie LLP 1888 Century Park East Suite 1700 Los Angeles, CA 90067-1721

Your written objection must be mailed with a postmark no later than **April 25, 2024**.

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

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you are not required to.

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

The Court will hold a Fairness Hearing on **June 13, 2024**, at the U.S. District Court for the Western District of Washington, located at the 700 Stewart Street, Suite 13128, Seattle, WA 98101, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 26). The Court may also decide the amount of fees, costs, and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

25. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have about the Settlement. However, you are welcome to come at your own expense. If you mail an objection to the Settlement, you don't have to come to Court to talk about it. As long as you mail your written objection on time, sign it, and provide all of the required information (see Question 22) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

26. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must mail a written request to the Court stating that it is your "Notice of Intent to Appear at the Fairness Hearing in *Peterson v. BSH Home Appliances Corp. Case No.2:23-cv-543-RAJ*" and serve copies of that notice on Class Counsel and Defendant using the addresses listed in Question 22. You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear on your behalf. Your written Notice of Intent to Appear must be mailed to the Court by **April 4, 2024**.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you won't get any benefits from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Releasees about the legal issues or claims resolved and released by this Settlement.

GETTING MORE INFORMATION

28. Where can I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available online at www.BSH-VFDSettlement.com. If you have questions, you may contact the Settlement Administrator at the address listed in response to Question 14, BSH-VFDSettlement@cptgroup.com or **1-888-919-4128** or visit Class Counsel's website (www.milberg.com) for their contact information should you wish to communicate with them directly.

DO NOT WRITE OR CALL THE COURT, BOSCH, OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.