

PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

The United States District Court for the Northern District of Illinois authorized this notice. This is not a solicitation from a lawyer.

**IF YOU PURCHASED A KENMORE BRAND GAS GRILL
YOU MAY BE ENTITLED TO A REPAIR, CASH PAYMENT OR SEARS GIFTCARD**

You may be a Class member in a proposed settlement class of purchasers of Sears Grills and may be entitled to participate in the proposed settlement (the "Settlement"). The United States District Court for the Northern District of Illinois (the "Court") has ordered the issuance of this notice in the lawsuit entitled *Oaks, et al. v. Sears, Roebuck and Co.*, 1:15-cv-11318. Defendant denies any wrongdoing in this lawsuit. The Court has not decided who is right and has not yet given final approval for this Settlement. After final approval and all appeals are resolved, distribution of settlement benefits will be made. Please be patient.

The Settlement offers certain benefits to current and former owners of Kenmore grills with galvanized steel fireboxes with model numbers 01566, 03495, 16142, 16154, 23673, 23676, 23681, 23682, 23683, 23766, 34172, 34176, 34178, 34308, and 34611, which were manufactured between October 1, 2011 and September 30, 2014. If you are a Class member, you must file a claim in order to receive a payment or other recovery.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a repair, cash payment, or gift card. Postmark or submit your Claim Form by January 26, 2018 .
EXCLUDE YOURSELF	Get no Settlement benefits. Remove yourself from both the settlement and the lawsuit. Postmark your exclusion request by March 13, 2017 .
OBJECT	Write to the Court about why you object to the Settlement. File and serve your objection by March 13, 2017 .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no cash payment or other recovery. Give up your rights.

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BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Oaks, et al. v. Sears, Roebuck and Co.*, 1:15-cv-11318, pending in the United States District Court for the Northern District of Illinois. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Ronald A. Guzman of the United States District Court District of the Northern District of Illinois is overseeing this case. The people who sued are called the “Plaintiffs.” Sears, Roebuck and Co. (“Sears”) is the “Defendant.”

2. What is this lawsuit about?

The lawsuit alleges that certain barbecue grills, with **model numbers 01566, 03495, 16142, 16154, 23673, 23676, 23681, 23682, 23683, 23766, 34172, 34176, 34178, 34308, and 34611** (the “Grills”), sold by Sears were manufactured with firebox trays made out of galvanized steel, making the firebox trays defective and resulting in the firebox trays rusting and failing prematurely. Sears denies the claims of Plaintiffs, denies all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or the Settlement Class, denies that the Grills were defective in any way and that it acted improperly or wrongfully in any way, and is entering into this Settlement to avoid burdensome and costly litigation. The Settlement is not an admission of wrongdoing.

The Plaintiffs’ First Amended Complaint, the Settlement Agreement, and other case-related documents are posted on the website, www.kenmorefireboxgrillsettlement.com. The Settlement will resolve the lawsuit. The Court has not decided who is right.

3. Who is included in the Settlement Class?

You are a member of the Class if you purchased or received, not for resale, a new Kenmore Grill with a galvanized steel firebox bearing one of the model numbers 01566, 03495, 16142, 16154, 23673, 23676, 23681, 23682, 23683, 23766, 34172, 34176, 34178, 34308, or 34611, which was manufactured between October 1, 2011 and September 30, 2014.

Excluded from the Class are: (i) individuals who received a firebox repair performed by Sears at no cost to said individual (including any unreimbursed service charges); (ii) Sears and its officers, directors, and employees; (iii) any person who files a valid and timely Request for Exclusion; and (iv) the Judges to whom this Litigation is assigned and any members of their immediate families.

SETTLEMENT BENEFITS—WHAT YOU MAY GET

4. Types of recovery available from the claims process.

All Class members who submit a valid claim will be eligible for relief. Each Class member is entitled to no more than **one** form of recovery from the settlement; only one recovery is available for each Grill:

- A. Class members who on the Effective Date possess a Grill which needs repair can receive **either** a free repair to the firebox, a Sears gift card for \$180.00, or a \$125.00 cash payment.

- B. Class members who do not on the Effective Date possess their Grill and did not purchase a replacement, but who can provide required evidence of material rusting of their Grill, can receive **either** a Sears gift card for \$180.00 or a \$125.00 cash payment.
- C. Class members who on the Effective Date possess a Grill, Model #23682, which cannot be repaired, can receive *either* a Sears gift card for \$180.00 or a \$125.00 cash payment.
- D. Class members who on the Effective Date possess a Grill and already paid Sears to repair the Grill can receive reimbursement of the amount paid to Sears to repair or replace the firebox on the Grill, including service charges.
- E. Class members who purchased a replacement prior to the Effective Date of the Settlement can receive **either** a repair kit, or up to a \$300.00 cash payment for the price of the replacement grill.
- F. Class members who purchased the Grill between January 1, 2011 and December 31, 2013, and who purchased a replacement within 2½ years of the original purchase, but do not on the Effective Date possess their Grill and cannot provide any photographic evidence of rusting or of a complaint to Sears about rusting, can receive a Sears gift card for \$45.00.

To be eligible for a **repair** or other recovery, the Grill must exhibit Material Rusting of the firebox, but be otherwise functional and in working order. Only the original purchaser or recipient may receive recovery. Material Rusting means rust impacting the structural integrity of the firebox tray, evidenced by a visible hole and/or break in the firebox caused by rust.

5. Will Sears Continue to Sell the Grills?

Sears has discontinued the manufacture and/or sale of the Grills with galvanized steel firebox trays.

HOW YOU GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

6. How can I get Settlement Benefits?

You must return a Claim Form to get a replacement firebox, cash payment, or Sears gift card. A copy of the Claim Form is included in this Notice package. Claim Forms may be filed online at www.kenmorefireboxgrillsettlement.com or you may request a Claim Form by calling 1-888-334-6162.

7. How do I send in a Claim Form?

The Claim Form is simple and easy to complete.

The requirements of the Claim Form vary slightly depending on the type of recovery you are claiming. The Claim Form makes clear what is required. The required submissions will include some or all of the following:

1. Your mailing address;
2. Proof of purchase from Sears in the form of a Sears receipt of a Grill if that information is not in Sears' records or certification that the Grill was received as a gift in new condition;
3. Photo evidence of Material Rusting or (in certain cases) records of complaints to Sears;
4. If applicable, proof of payment to Sears for a repair to or replacement of the firebox of the Grill, if that information is not in Sears' records;
5. If applicable, proof of purchase, before the Effective Date, of a replacement grill, including the amount paid; and
6. Your signature certifying that the information you provide is true and correct and (in certain cases) that the Grill is otherwise functional and exhibits Material Rusting.

Please return a Claim Form if you think that you have a claim. Returning a Claim Form is the only way to receive a repair kit, gift card, or cash payment from this Settlement. No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged damage.

The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim or may limit the type of remedy you receive.

8. When is the Claim Form due?

If you mail or fax your Claim Form, it must be postmarked or faxed no later than **January 26, 2018**.

If you submit your Claim Form on the Settlement website at www.kenmorefireboxgrillsettlement.com, it must be submitted no later than **January 26, 2018**.

9. Who decides my claim?

The Claim Forms will be reviewed by an independent Claim Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other persons listed in your Claim Form if it needs additional information or otherwise wants to verify information in your Claim Form.

10. When would I receive my Settlement benefit?

The Court will hold a Final Fairness Hearing at 9:30 a.m. on April 12, 2017 in Chicago, Illinois, to decide whether to approve the Settlement. If the Court approves the Settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year.

11. What happens if I do nothing at all?

You must timely return a valid Claim Form to receive relief under the Settlement. If you do nothing, you will get no relief from the Settlement; unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Sears about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you do not wish to be included in the Class and receive Settlement benefits, you must send a letter stating that you want to be excluded from this Settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request post-marked no later than **March 13, 2017** to:

**SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING, INC. – 5488
PO BOX 2563
FARIBAULT, MN 55021-9563**

If you asked to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Sears in the future.

If you have a pending lawsuit against Sears, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is **March 13, 2017**.

THE LAWYERS REPRESENTING YOU

13. Do I have lawyers in this case?

The Court appointed the law firms of Shepherd, Finkelman, Miller & Shah, LLP; Stephan Zouras, LLP; Cuneo Gilbert & LaDuca, LLP; and Pogust Braslow & Millrood, LLP to represent you and other Class members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees and expenses in the amount of \$475,000, to be paid by Sears. The four named Plaintiffs will each also ask the Court to award them an amount not to exceed \$2,500 each for their time and effort acting as Plaintiffs and for their willingness to bring this litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid by Sears.

The costs to administer the Settlement, to review Claim Forms, and notify Class members about this Settlement will be paid by Sears.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I object to the Settlement?

If you are a Class member, you can object to the Settlement if you do not like any part of it and the Court will consider your views. To object, you must file an objection with the Court saying that you object to the Settlement in *Oaks, et al. v. Sears, Roebuck and Co.*, case number 1:15-cv-11318. The written objection must include: (a) a heading which refers to the Action; (b) your name, address, telephone number and, if represented by counsel, your counsel's information; (c) a statement that you purchased a Grill; (d) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by you and/or your counsel in the past five (5) years; and (h) your signature or that of your attorney. This objection must be filed with the Court and served on Class Counsel no later than **March 13, 2017**. Send your objection to:

Clerk of the Court
United States District Court
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

James C. Shah
Shepherd, Finkelman, Miller & Shah, LLP
35 E. State Street
Media, PA 19063

J. Theodore Gentry
Wyche P.A.
44 E. Camperdown Way
Greenville, SC 29601

16. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion and object to the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

17. In return for these benefits, what am I giving up?

If the Court approves the proposed Settlement and you do not request to be excluded from the Class, you must release (give up) all claims that are subject to the Release described and identified in Section 4 of the Settlement Agreement, and the case will be dismissed on the merits and with prejudice. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

Nothing in this Settlement Agreement releases any personal injury claim that any Class Member (other than the four named Plaintiffs) might have or purport to have that is alleged to relate to the Grills.

The Settlement Agreement is available at www.kenmorefireboxgrillsettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed above in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what the Settlement Agreement means.

THE FINAL APPROVAL HEARING

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

The Judge will hold a Final Approval Hearing at 9:30 a.m. on April 12, 2017 at the United States District Court for the Northern District of Illinois, 219 South Dearborn St., Chicago, IL 60604. At this hearing, the Judge will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the Settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have, but, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you deliver your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary to have your own counsel attend.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a “Notice of Intention to Appear in *Oaks, et al. v. Sears, Roebuck and Co.*, 1:15-cv-11318.” Be sure to include your name, address, telephone number, your signature and a statement that you are a member of the Class. Your Notice of Intention to Appear must be filed no later than **March 13, 2017**, and be provided to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed in Question 15 above.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. In the event of a conflict between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will govern. You can get a copy of the Settlement Agreement by writing to the Claims Administrator or on the internet at www.kenmorefireboxgrillsettlement.com.

If you have questions about how to complete a Claim Form, you can call the Claim Administrator at 1-888-334-6162.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: January 26, 2017

BY ORDER OF THE U.S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS