

**MODIFICATION TO AN AGREEMENT BETWEEN**  
**THE U.S. DEPARTMENT OF ENERGY**  
**AND LG ELECTRONICS U.S.A., INC.**

This Modification Agreement is made and is effective as of November 6, 2015 (the "Effective Date"), by and between the United States Department of Energy ("DOE") and LG Electronics U.S.A., Inc. on behalf of itself and any parent, subsidiary, division, or other related entity ("LG") (together, the "Parties") in final resolution of all matters arising from DOE concerns regarding execution of the payment program mandated by the November 14, 2008, agreement between the DOE and LG (the "Original Agreement").

**WHEREAS** DOE and LG entered into the Original Agreement to compensate purchasers of approximately 377,500 LG-manufactured refrigerator-freezers<sup>1</sup> for energy usage in excess of the energy usage stated on the Energy Guide label affixed to the refrigerator-freezers at the time of purchase (the "Affected Consumers"); and

**WHEREAS** the Original Agreement called for payments to Affected Consumers, and LG made payments to Affected Consumers annually from 2008 until they were briefly suspended by mutual agreement between the Parties in 2014; and

**WHEREAS** LG undertook to make the annual payments according to a flat annual payment structure to provide consistency and predictability in payments; and

**WHEREAS** DOE and LG have heard from Affected Consumers who would prefer to receive their annual payments under the Original Agreement in one lump sum; and

**WHEREAS** DOE and LG both acknowledge that, due to anticipated attrition in the number of Affected Consumers who will receive future annual payments, immediate lump-sum payments are likely to reach more Affected Consumers than deferred payments; and

**WHEREAS** DOE and LG both believe that Affected Consumers will be more likely to cash larger checks than smaller checks; and

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<sup>1</sup> The affected models include LG-branded refrigerators as well as Kenmore-branded refrigerators manufactured by LG. The LG model numbers primarily affected by this agreement are LFX25950, LFX25960, LFX25971, LFX23961, LFX21960, LFX21971, LFX21980, LFX25980, LMX21981, and LMX25981, but derivative models that differ only in color or finish are sometimes assigned slightly different model numbers. The affected Kenmore-branded models are French Door models with ice and water dispensing through the door, generally branded as "TRIO" and include model numbers 795.77562\*\*\*, 795.77563\*\*\*, 795.77564\*\*\*, 795.77569\*\*\*, 795.77572\*\*\*, 795.77573\*\*\*, 795.77574\*\*\*, 795.77579\*\*\*, 795.78752\*\*\*, 795.78753\*\*\*, 795.78754\*\*\*, 795.78759\*\*\*, 795.78762\*\*\*, 795.78763\*\*\*, 795.78764\*\*\*, 795.78769\*\*\*, 795.78733\*\*\*, 795.78739\*\*\*, 795.78743\*\*\*, 795.78749\*\*\*, 795.78773\*\*\*, 795.78779\*\*\*, 795.78783\*\*\*, 795.78789\*\*\*, 795.78502\*\*\*, 795.78503\*\*\*, 795.78506\*\*\*, 795.78509\*\*\*, 795.78512\*\*\*, 795.78513\*\*\*, 795.78516\*\*\*, 795.78519\*\*\*, 795.78402\*\*\*, 795.78403\*\*\*, 795.78406\*\*\*, 795.78409\*\*\*, 795.78412\*\*\*, 795.78413\*\*\*, 795.78416\*\*\*, and 795.78419\*\*\*.

**WHEREAS** LG desires to minimize the Original Agreement's purely administrative costs, and DOE desires that payments reach as many Affected Consumers as possible; and

**WHEREAS** LG has provided DOE records of the name and addresses of the approximately 92,027 Affected Consumers who cashed the last annual payment check sent to them (the "Group A Purchasers"); and

**WHEREAS** LG has provided DOE records of the names and addresses of the approximately 48,158 Affected Consumers for whom LG once had a working mailing address, but who are no longer receiving annual payments because they moved or failed to cash their most recent payment check (the "Letter Recipients"); and

**WHEREAS** LG has provided DOE with an electronic spreadsheet (the "Exhibit N Spreadsheet") that specifies the level annual payments due under the Original Agreement for each model, according to the year and month in which it was purchased;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements hereinafter contained, the Parties agree as follows:

**1. Agreements**

(A) Acceleration of Payments. Within 60 calendar days of the execution of this Modification Agreement, all remaining payments under the Original Agreement shall be made to the Group A Purchasers in the form of a single check from LG to each such consumer, in an amount sufficient to cover future use of the affected refrigerators (as set forth in the Exhibit N Spreadsheet), plus any payments to which the Group A Purchasers remain entitled for historical use of the affected refrigerators (as also set forth in the Exhibit N Spreadsheet), plus the additional Goodwill Amount set forth in Paragraph 1(G) of this Agreement. A letter, attached as "**Appendix A**," will accompany the payments sent to the Group A Purchasers. Such one-time, lump-sum payments shall be made in full satisfaction of LG's obligations to Group A Purchasers under the Original Agreement.

(B) Additional Outreach. Within 10 business days of the execution of this Modification Agreement, LG shall issue the press release attached as "**Appendix B**" to PR Newswire.

(C) Additional Mailing. Within 30 calendar days of the execution of this Modification Agreement, LG shall cause a letter to be mailed to the Letter Recipients. The letter, attached as "**Appendix C**," will advise the recipients of the Modified Enrollment Period and lump-sum payments described in paragraph 1(D), and will encourage participation in the payment program outlined in this Modification Agreement. For purposes of this mailing, a mailing address that has previously generated returned mail is not considered a working mailing address.

(D) Modified Enrollment. For a period of one year following 30 days after the Effective Date of this Modification Agreement (the "Modified Enrollment Period"), LG shall continue enrolling additional Affected Consumers via mail-in registration, toll-free hotline, and the websites described in paragraph 1(E).

(i) Previously Enrolled Purchasers with New Address. During the Modified Enrollment Period, Affected Consumers who have previously enrolled with LG for annual payments, but who have changed their address, may re-enroll by updating their address information and submitting a photo of the serial plate of the refrigerator for which they enrolled. To each of these Affected Consumers ("Group B Purchasers"), LG shall make a lump-sum payment in an amount sufficient to cover future use of the affected refrigerators (as set forth in the Exhibit N Spreadsheet), plus any payments to which the Group B Purchasers remain entitled for historical use of the affected refrigerators (as also set forth in the Exhibit N Spreadsheet), minus any previous payments that escheated to a government authority when they went uncashed, plus the additional Goodwill Amount set forth in Paragraph 1(F) of this Agreement. Such one-time, lump-sum payments shall be made in full satisfaction of LG's obligations to Group B Purchasers under the Original Agreement.

(ii) Previously Enrolled Purchasers with Original Address. During the Modified Enrollment Period, Affected Consumers who have previously enrolled with LG for annual payments using an address that is still current may re-enroll by confirming their address information. To each of these Affected Consumers ("Group C Purchasers"), LG shall make a lump-sum payment in an amount sufficient to cover future use of the affected refrigerators (as set forth in the Exhibit N Spreadsheet), plus any payments to which the Group C Purchasers remain entitled for historical use of the affected refrigerators (as also set forth in the Exhibit N Spreadsheet), minus any previous payments that escheated to a government authority when they went uncashed, plus the additional Goodwill Amount set forth in Paragraph 1(F) of this Agreement. Such one-time, lump-sum payments shall be made in full satisfaction of LG's obligations to Group C Purchasers under the Original Agreement.

(iii) Previously Unidentified Purchasers with Proof of Purchase and Proof of Current Ownership. During the Modified Enrollment Period, Affected Consumers who have not previously enrolled with LG for annual payments may enroll by providing LG with their name, address, proof of original purchase, and a photo of the serial plate of the affected refrigerator sufficient to show the model number and serial number. To each of these Affected Consumers ("Group D Purchasers"), LG shall make a lump-sum payment in an amount sufficient to cover both historical and future use of the affected refrigerator (as set forth in the Exhibit N Spreadsheet), plus the additional Goodwill Amount set forth in Paragraph 1(F) of this Agreement. Such one-time, lump-sum payments shall be made in full satisfaction of LG's obligations to such purchasers under the Original Agreement.

(iv) Previously Unidentified Purchasers who lack either Proof of Purchase or Proof of Current Ownership. During the Modified Enrollment Period, Affected Consumers who have not previously enrolled with LG for annual payments, and who can no longer provide LG with proof that they are both the original purchaser *and* the current owner, may enroll for partial benefits by providing LG with proof that they are *either* the original purchaser or the current owner. Specifically, these Affected Consumers may enroll by providing their name and address, and *either* proof of original purchase *or* a photo of the serial plate of the affected refrigerator sufficient to show the model number and serial number. To each of these Affected Consumers ("Group E Purchasers") LG shall make a lump-sum payment equal to seven times the amount such purchaser would receive annually according to the Exhibit N Spreadsheet, assuming a purchase date of December 2008, plus the additional Goodwill Amount calculated

pursuant to Paragraph 1(F) of this Agreement. The Parties understand that this payment for approximately seven years of use represents a reasonable and administratively efficient way to allocate partial benefits to consumers who own affected refrigerators for only part of their expected useful life of fourteen years, including those whose precise month of purchase can no longer be known with certainty. Such one-time, lump-sum payments shall be made in full satisfaction of LG's obligations to such purchasers under the Original Agreement.

(v) Duplicate Enrollments. If LG determines that any Group D or Group E Purchaser has submitted a claim for a specific refrigerator bearing the same serial number of any refrigerator for which LG has or is already making payments under the Original Agreement, LG shall deny such claims for duplicate serial numbers.

(E) Websites. LG shall provide a means of online enrollment via websites ("the Websites") at <http://www.KenmoreTrioRefrigeratorOffer.com> and at <http://www.LGRefrigeratorOffer.com> (the "Website Addresses"). The Websites shall be fully functional and able to process enrollments 24 hours a day, 7 days a week during the Modified Enrollment Period. The Websites shall be fully scalable for viewing in both a desktop and mobile environment, and allow for the uploading of photos in both environments.

(i) Content. Within 30 calendar days of the execution of this Modification Agreement, the Websites shall be updated to reflect the enrollment process and terms of eligibility set forth in Paragraph 1(D). The default page at each Website Address, or the page to which this address automatically redirects, shall include prominently a list of all LG and Kenmore-branded affected models, as well as the following statements:

"If you've already enrolled in this program, and you've received rebate checks from us in the past but stopped receiving them at some point, all you need to do is update your address information or confirm that it has not changed."

"If you've never enrolled, you may still be eligible for full or partial benefits, including rebates for past and future energy use. Enrolling is easy. Even if you don't still have your original proof of purchase for your refrigerator, you can prove your ownership by simply uploading a photo of the model number and serial number found on the silver metal tag on the inside right wall of your refrigerator. Owners of eligible refrigerators are entitled to rebates of \$28.48 or more, depending on the model of LG refrigerator you purchased."

(ii) Liquidated Damages. For each instance, not to exceed one instance per seven days, that DOE provides time-stamped documentation to LG of the inability of either of the Websites to process enrollments in a manner consistent with the terms of this Paragraph 1(E), the Modified Enrollment Period shall be extended by seven days. The Parties acknowledge that the actual damages likely to result from breach of this Paragraph 1(E) are difficult to estimate on the date of this Modification Agreement and would be difficult for DOE to prove. The Parties intend that the extension of the Modified Enrollment Period would serve to remedy any breach by LG of its obligations under this Paragraph 1(E), and they do not intend for it to serve as a penalty for any such breach by LG.

(F) Additional Goodwill Payment. LG shall augment its aggregate payments to Affected Consumers by approximately \$500,000 (five hundred thousand dollars), to be distributed among the Affected Consumers in approximate proportion to the remaining useful lives of their respective refrigerators. Specifically, the additional amount distributed to each Affected Consumer (the "Goodwill Amount") shall be \$4.54 for each Affected Consumer who qualifies for inclusion in Group A, Group B, Group C, Group D, or Group E by providing LG, when necessary, with any additional information specified above. The Parties understand that any change in the number of enrollees, whether due to attrition or expanded eligibility, or LG's additional outreach efforts, may cause the sum of all Goodwill Amounts to be somewhat greater than or less than \$500,000 in the aggregate. LG's obligation is to pay an additional \$4.54 per member of Group A, Group B, Group C, Group D, and Group E.

(G) Reporting. Within 90 calendar days following the end of the Modified Enrollment Period, LG shall submit a report to DOE of the actions taken by LG in fulfillment of its obligations under Paragraphs 1(A) through 1(F) of this Agreement during the Modified Enrollment Period. The report shall include:

(i) records of the names and addresses of the Group A Purchasers who cashed checks issued under Paragraph 1(A) and the amount paid to each of the Group A Purchasers;

(ii) records of the names and addresses of all Affected Consumers whom LG re-enrolled and the amount paid to each Affected Customer; and

(iii) records of the names and addresses of any persons who contacted LG for the purpose of enrolling or re-enrolling but whom LG did not enroll or re-enroll and, in each case, the reason that enrollment or re-enrollment was not successful.

LG shall provide this information in substantially the same format as the spreadsheets of check and letter recipients referred to in the recitals to this Modification Agreement.

(H) Full Satisfaction. LG's satisfaction of the obligations under this Modification Agreement completely, comprehensively, and finally compromises, resolves, and settles all obligations of the Original Agreement and resolves any and all issues between LG and DOE concerning the Affected Models.

## **2. Releases.**

(A) DOE, pursuant to DOE's authority to interpret and enforce rules for energy efficiency and to enter into its own agreements interpreting and applying those rules and the requirement of the ENERGY STAR program, unconditionally, completely, forever and without reservation, hereby irrevocably releases and forever discharges LG, LG's affiliates, parents, subsidiaries and divisions, and each of their respective past, present, and future officers, directors, predecessors, successors and permitted assigns (collectively, the "LG Releasees") from any and all obligations of any kind based upon any legal obligation between the Parties that existed under the Original Agreement as of the Effective Date of this Modification Agreement, or upon any conduct prior to the Effective Date of this Modification Agreement for which the LG Releasees would otherwise be responsible. The obligations released by DOE include any

and all claims for legal or equitable relief of any nature whatsoever, whether known or unknown, matured or unmatured, which DOE has had, now has, or may hereafter have against any of the LG Releasees, from the beginning of time to the Effective Date of this Modification Agreement; and include without limitation all obligations relating to or arising out of the Original Agreement, and any and all claims DOE brought or could have brought under the Original Agreement.

(B) The Parties acknowledge and agree that although they may hereafter discover facts in addition to or different from those which they know or believe to be true as of the Effective Date, it is their intention hereby to fully, finally, and forever, with respect to each other, settle and release the obligations under the Original Agreement for all prior periods up to and including the Effective Date of this Modification Agreement, and, in furtherance of such intention, the releases shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. Each of the Parties expressly waives whatever rights it may have under any applicable law stating that a general release does not extend to claims that a party does not know or suspect to exist in its favor at the time of executing this Modification Agreement, and does so under the advice of counsel and in full understanding of the significance of that waiver.

(C) The Parties acknowledge and agree that the releases given by the Parties to each other in this Modification Agreement shall become fully and finally legally effective on the Effective Date of this Modification Agreement.

3. **Notices.** All notices, requests or other communications in connection with or relating to this Modification Agreement must be in writing and sent by (a) certified mail, with return receipt requested, (b) Federal Express or other overnight service, or (c) by facsimile and regular mail. A notice shall be deemed to have been delivered on the date that it is received.

The Parties will send all notices under this Agreement to:

**For DOE:** Assistant General Counsel for Enforcement (GC-32)  
Office of the General Counsel  
United States Department of Energy  
1000 Independence Avenue, SW  
Washington, DC 20585

**For LG:** LG Electronics, USA, Inc.  
Attn: General Counsel, Legal Department  
1000 Sylvan Avenue  
Englewood Cliffs, NJ 07632

4. **No Admission of Liability.** This Modification Agreement is a compromise of disputed claims, and nothing contained herein shall constitute any adjudication or finding on the merits as to the claims of any Party or shall be construed as an admission of fact or liability or acknowledgement or admission of any fact, allegation, or claim that has been or could have been made concerning the Party in question. Moreover, this Modification Agreement shall not be

construed as, or deemed to be evidence of, any admission or concession of fault, error, omission, or other ground for liability on the part of any Party, and all Parties specifically deny any fault, error, omission or other ground for liability.

5. **Legal Counsel.** The Parties declare and represent that this Modification Agreement has been entered into voluntarily, that they have read this Modification Agreement in full, and that the ramifications of this Modification Agreement have been explained fully to them by their respective counsel.

6. **Fees and Costs.** Each of the Parties to this Modification Agreement shall bear all of its own costs, expenses, and legal fees incurred in connection with the Dispute, the Action, and this Agreement.

7. **Modification and Assignment.** This Modification Agreement may not be modified, assigned, or transferred, except with the written consent of all Parties.

8. **No Inducements.** The Parties declare and represent that no promises, inducements, or agreements not herein expressed have been made to the Parties with respect to the subject matter of this Modification Agreement, that this Modification Agreement contains the entire agreement between the Parties with respect to the subject matter of this Modification Agreement, and that the terms of this Modification Agreement are contractual and not a mere recital.

9. **Authorization.** Each person executing this Modification Agreement represents and warrants that he or she has authority to so execute it, and each Party hereby waives any claim that such individual was not so authorized. Each of the Parties to this Modification Agreement further represents and warrants that it is duly constituted under applicable state laws, that it is validly existing and in good standing under applicable state laws, that it has all requisite corporate power and authority to execute and deliver this Modification Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Modification Agreement by it will not result in any violation or be in conflict with its certificate of incorporation, bylaws or of any agreement, order, judgment, decree, statute, rule or regulation applicable to it. Each of the Parties to this Modification Agreement represents that it has not assigned or transferred, in any manner, to any person or entity, any right or interest to which they may be entitled regarding the obligations of the Original Agreement. Each Party represents and warrants that it is the owner and holder of all rights and interests concerning the subject matter of this Modification Agreement.

10. **Enforcement and Governing Law.** This Modification Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York. Neither DOE nor LG may commence any action to enforce this Modification Agreement without first attempting in good faith to avoid such an action in a face-to-face meeting between the Parties' respective General Counsels or their designees.

11. **Counterparts and Facsimile Signatures.** This Modification Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. A

**12. Binding Effect.** This Modification Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective employees, agents, partners, shareholders, officers, directors, subsidiaries, affiliates, parent corporations successors, and assigns.

**13. Continuing Effect.** The invalidity, illegality or unenforceability of any provision or part of any provision of this Modification Agreement under any law shall not affect the other provisions or parts of this Modification Agreement, which shall remain in full force and effect.

**14. Entire Agreement.** This Modification Agreement constitutes the sole, only, entire and complete agreement of the Parties relating in any way to the settlement of the obligations of the Original Agreement. There are no oral or written collateral agreements relating to the settlement of the obligations of the Original Agreement. All prior discussions and negotiations relating to this Modification Agreement are merged, integrated into, and superseded by this Modification Agreement. The Recitals are incorporated into and made a part of this Modification Agreement.

**15. Construction of Agreement; Understanding and Review of Agreement.** For purposes of construing this Modification Agreement, each Party acknowledges that this Modification Agreement was the product of mutual negotiation; each of the Parties has had an equal role in drafting the Modification Agreement. Each Party further acknowledges that it has fully read, understood, and unconditionally executed this Modification Agreement after having had complete opportunity for consultation with an attorney. Each Party acknowledges that this Modification Agreement is final and binding upon the Parties hereto, regardless of the adequacy of the consideration hereof, and regardless of the extent of damages allegedly suffered by any of the Parties.

**IN WITNESS WHEREOF**, this Modification Agreement has been duly executed by the Parties hereto as of the date first written above.

**For the Department of Energy**

**For LG Electronics, U.S.A., Inc.**

**By:** \_\_\_\_\_ /S/ \_\_\_\_\_

**By:** \_\_\_\_\_ /S/ \_\_\_\_\_

Kathleen Hogan  
Deputy Assistant Secretary for Energy Efficiency

Richard C. Wingate  
Vice-President and General Counsel

**Date:** \_\_\_\_\_ 11/2/2015 \_\_\_\_\_

**Date:** \_\_\_\_\_ 10/30/2015 \_\_\_\_\_

## APPENDIX A

Letter Accompanying Check to Group A Purchasers

"Group A"

### IMPORTANT INFORMATION REGARDING YOUR FRENCH DOOR REFRIGERATOR

Dear Valued Customer,

Our records indicate that you purchased one of our French Door refrigerators with an ice and water dispenser in the door prior to November 14, 2008. It may have been branded as an LG refrigerator, or it may have been a Kenmore model that was actually manufactured by LG. As you may recall, guidance from the Department of Energy back then led us to change our energy ratings on your refrigerator and send annual rebate checks to our consumers for the differential in energy usage for a specific number of years. We're glad you signed up for that offer.

We're writing now because we've recently sought and received permission from the Department of Energy to accelerate all the rest of your payments into one lump sum—and that check is enclosed representing your final payment. The check is all yours and ready to cash; you don't need to call us or register anywhere or do anything except take it to your bank and deposit it.

**Pursuant to the Uniform Commercial Code, the enclosed check is offered, as the final payment under the plan described above, in full satisfaction of any disputed or unliquidated claims as between LG and the payee regarding any aspect of the purchase or use of any LG refrigerator-freezer to which this payment relates. See U.C.C. § 3-311. By endorsing and cashing the enclosed check, payee forever releases LG and its affiliates, agents and representative from any claims, whether or not presently known, relating to the sale, labeling or energy efficiency of the LG refrigerator-freezer to which this payment relates.**

It's not every day that you receive a check you weren't expecting, so you may be wondering if this is legitimate. If you have any questions, feel free to call our hot line: 1-888-848-1266 for LG refrigerators, and 1-888-549-4665 for Kenmore Trio refrigerators. You can also call the U.S. Department of Energy at 1-202-287-6997. If you call, please have this letter in front of you and quote the reference number at the top of the page.

But there is no need to call unless you have a question. Please accept this check with our best wishes, and thank you for being an LG customer.

LG Electronics U.S.A., Inc.

## **APPENDIX B**

Press Release

### **LG ELECTRONICS USA CONSUMER NOTICE:**

#### **ACCELERATED ENERGY PAYMENTS TO CONSUMERS FOR CERTAIN LG FRENCH DOOR REFRIGERATORS**

**ENGLEWOOD CLIFFS, N.J., Nov. XX, 2015** – LG Electronics USA is offering consumers an accelerated payment under the energy compensation offer related to certain LG-manufactured “French Door” refrigerators purchased prior to November 2008.

Under a program established in 2008 with the U.S. Department of Energy, LG has been making annual cash payments to owners of certain French Door refrigerators with ice and water dispensers in the door.\* Based on a clarification of DOE test procedures after the affected models were first marketed, these payments are intended to offset a portion of future energy use over the anticipated life of the product.

For the past six years, LG has issued checks to all participating consumers. For the remaining term of this offer, LG will now make a one-time lump-sum payment to consumers registered for this benefit, and each individual consumer will actually receive more than what was originally anticipated. In fact, in addition to providing consumers a larger, undiscounted, more useful sum, LG will increase the fund calculated to cover the remaining years by approximately \$500,000.

Consumers already receiving checks don’t have to re-register to receive their lump-sum final payment. Those with affected models who have not registered for this benefit may still register to participate until December 6, 2016. Consumers can get a list of the participating models and other information on this offer by mail or by calling a special hotline (1-888-848-1266) or online at [www.LGrefrigeratoroffer.com](http://www.LGrefrigeratoroffer.com).

LG Electronics, a proud 2015 ENERGY STAR® Partner of the Year, is a leading provider of energy efficient home appliances and consumer electronics products in the United States. The majority of LG’s 2015 refrigerators are ENERGY STAR certified.

\* The affected models include LG-branded refrigerators as well as Kenmore-branded refrigerators manufactured by LG. The primary LG model numbers are LFX25950, LFX25960, LFX25971, LFX23961, LFX21960, LFX21971, LFX21980, LFX25980, LMX21981, and LMX25981, plus derivative models that differ only in color or finish. The affected Kenmore-branded models are French Door models with ice and water dispensing through the door, generally branded as “TRIO” and having model numbers starting with 795.

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**About LG Electronics USA**

LG Electronics USA Inc., based in Englewood Cliffs, N.J., is the North American subsidiary of LG Electronics, Inc., a \$56 billion global force and technology leader in consumer electronics, home appliances and mobile communications. LG Electronics, a proud 2015 ENERGY STAR Partner of the Year, sells a range of stylish and innovative home entertainment products, mobile phones, home appliances, commercial displays, air conditioning systems and solar energy solutions in the United States, all under LG's "Life's Good" marketing theme. [www.lg.com](http://www.lg.com).

*Media Contact:*

LG Electronics USA  
John I. Taylor  
(847) 941-8181  
[john.taylor@lge.com](mailto:john.taylor@lge.com)

**APPENDIX C**

Mailing to Letter Recipients



LG Electronics USA  
1000 Sylvan Avenue  
Englewood Cliffs, NJ 07632

John Doe  
123 Main St.  
Anytown, KS 67394

Notice of Energy Rebate for your LG or Kenmore Refrigerator

**PRIVILEGED AND CONFIDENTIAL DRAFT**

**For every working address not in Group A**

**IMPORTANT INFORMATION REGARDING YOUR  
LG FRENCH DOOR REFRIGERATOR**

Dear Valued Customer,

Our records indicate that you purchased one of our French Door refrigerators with an ice and water dispenser in the door prior to November 14, 2008.<sup>2</sup> It may have been branded as an LG refrigerator, or it may have been a Kenmore model that was actually manufactured by LG. As you may recall, guidance from the Department of Energy back then led us to change our energy ratings on your refrigerator and send annual rebate checks to our consumers for the differential in energy usage.

We're writing now because we've recently sought and received permission from the Department of Energy to accelerate all the rest of your payments into one lump sum, and we want to make sure we reach as many of our customers as possible. According to our records, either you never enrolled in the rebate program, or else you enrolled but stopped cashing our checks, or perhaps you enrolled but then changed addresses without telling us. Whatever the reason, we'd like to get you re-enrolled so that you can receive the rebate check we're prepared to send you.

If you've already enrolled in this program, and have not changed addresses since enrolling, all you need to do is contact us and confirm that your address has not changed. To do that, please get in touch with us as soon as possible, in one of the following three ways:

**By telephone:** Call our hot line at 1-888-848-1266 for LG refrigerators, and 1-888-549-4665 for Kenmore Trio refrigerators. Please have this letter in front of you when you call and quote the reference number at the top of the page.

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<sup>2</sup> The affected models include LG-branded refrigerators as well as Kenmore-branded refrigerators manufactured by LG. The primary LG model numbers are LFX25950, LFX25960, LFX25971, LFX23961, LFX21960, LFX21971, LFX21980, LFX25980, LMX21981, and LMX25981, plus derivative models that differ only in color or finish. The affected Kenmore-branded models are French Door models with ice and water dispensing through the door, generally branded as "TRIO" and include model numbers 795.77562\*\*\*, 795.77563\*\*\*, 795.77564\*\*\*, 795.77569\*\*\*, 795.77572\*\*\*, 795.77573\*\*\*, 795.77574\*\*\*, 795.77579\*\*\*, 795.78752\*\*\*, 795.78753\*\*\*, 795.78754\*\*\*, 795.78759\*\*\*, 795.78762\*\*\*, 795.78763\*\*\*, 795.78764\*\*\*, 795.78769\*\*\*, 795.78733\*\*\*, 795.78739\*\*\*, 795.78743\*\*\*, 795.78749\*\*\*, 795.78773\*\*\*, 795.78779\*\*\*, 795.78783\*\*\*, 795.78789\*\*\*, 795.78502\*\*\*, 795.78503\*\*\*, 795.78506\*\*\*, 795.78509\*\*\*, 795.78512\*\*\*, 795.78513\*\*\*, 795.78516\*\*\*, 795.78519\*\*\*, 795.78402\*\*\*, 795.78403\*\*\*, 795.78406\*\*\*, 795.78409\*\*\*, 795.78412\*\*\*, 795.78413\*\*\*, 795.78416\*\*\*, and 795.78419\*\*\*.

**Online:** Visit [www.KenmoreTrioRefrigeratorOffer.com](http://www.KenmoreTrioRefrigeratorOffer.com) (for Kenmore Trio models) or [www.LGRefrigeratorOffer.com](http://www.LGRefrigeratorOffer.com) (for LG models) to update your contact details and/or an indication of when you would like to be contacted. An LG representative will call you for additional information, if needed. Further details about this program are found at the above web addresses.

**By email or regular mail:** Please send your name, address, phone number, reference number listed at top of this document, and any additional information to:

[energy.rebate@lge.com](mailto:energy.rebate@lge.com)

or

LG Refrigerator Offer  
P.O. Box 240007  
Huntsville, AL 35813

If you've never enrolled, or your address has changed since enrolling, you may still be eligible for full or partial benefits, including rebates for past and future energy use. Enrolling is easy. Even if you don't still have your original proof of purchase for your refrigerator, you can prove your ownership by simply sending us (by regular mail, email, or uploading via our website at [www.LGRefrigeratorOffer.com](http://www.LGRefrigeratorOffer.com) or [www.KenmoreTrioRefrigeratorOffer.com](http://www.KenmoreTrioRefrigeratorOffer.com)) a photo of the model number and serial number found on the silver metal tag on the inside right wall of your refrigerator. Owners of eligible refrigerators are entitled to rebates of \$28.48 or more, depending on the model of refrigerator you purchased.

You may even be eligible to have your refrigerator modified so that it will use less energy in the future. Consequently, we are reaching out once again to make sure you have every opportunity to take advantage of this offer now that we are going to make one final payment under this program. If you would like to register to participate in this program, or simply get more information, please call us at the number above, write us at the address above, or visit us online at [www.LGrefrigeratoroffer.com](http://www.LGrefrigeratoroffer.com) or [www.KenmoreTrioRefrigeratorOffer.com](http://www.KenmoreTrioRefrigeratorOffer.com).

LG, a proud 2015 ENERGY STAR® Partner of the Year, is committed to developing the most innovative and energy-efficient products that provide consumers with superior performance while achieving significant energy savings and lessening the impact on the world around us. Learn more at <http://www.lg.com/us/energy-star>. For more information on the Department of Energy's Appliance and Equipment Standards Program, call 1-202-287-6997, or visit <http://energy.gov/eere/buildings/appliance-and-equipment-standards-program>.

We thank you once again for purchasing your LG refrigerator, and we hope to hear from you soon.

LG Electronics U.S.A., Inc.