

If You Purchased a Lawn Mower with a Gas Engine up to 30 Horsepower from January 1, 1994 to April 12, 2010,

You Could Receive Benefits from Class Action Settlements.

Included Riding and Walk-Behind Lawn Mowers (Partial List): Yard-Man, Cub Cadet, Honda, Bolens, Exmark, Deere, Sabre, Scotts, Toro, Yard Machines, Craftsman, Troy Bilt, Husqvarna, Poulan, Poulan PRO, Lawn-Boy, Weed Eater, White Outdoor, Snapper, Simplicity, Brute, Murray, and other brands that have engines made by Briggs & Stratton, Tecumseh, Kawasaki, Honda or Kohler.

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

- Multiple Settlements have been reached in a class action lawsuit involving gasoline-powered lawn mowers. The lawsuit claims that the Defendants (*see* Question 2) misrepresented and overstated the horsepower of their lawn mowers and lawn mower engines. The Defendants deny these claims and they deny they did anything wrong. All of the parties have agreed to settle.
- **The lawsuit does not concern the safety of these lawn mowers.**
- Those included may get cash payments and, on certain engines, extended warranty benefits. Certain Defendants have also agreed to a new “Certified Power Rating” standard (*see* Question 10). **You must file a claim to get a payment or extend your warranty.** All information necessary to complete the Claim Form should be physically located on your lawnmower – no purchase documents are necessary.
- Your legal rights are affected, whether you act or don’t act. Read this notice carefully.

Your Legal Rights and Options in the Settlements

You May		Due Date
Submit a Claim Form	The only way to get a payment.	Postmarked By: August 31, 2010 for cash benefit. 1 year after Final Approval for warranty benefit.
Exclude Yourself From One or More Settlements	Get no benefit from that Settlement. This is the only option that allows you to ever be part of any other lawsuit against the settling Defendant(s) about the claims in this case.	Postmarked By: June 4, 2010
Object	Write to the Court about why you don’t like one or more of the Settlements.	Postmarked By: June 4, 2010
Go to a Hearing	Ask to speak in Court about the fairness of the Settlements.	Postmarked By: June 4, 2010
Do Nothing	Get no payment. Give up rights.	N/A

- 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 each of the Settlements. Payments will be made if the Court approves the Settlements and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about proposed Settlements of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlements.

The Court in charge of the case is the United States District Court for the Eastern District of Wisconsin, and the case is called *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litigation*, MDL No. 1999, 2:08-md-01999. The people who sued are called Plaintiffs, and the companies they sued are called the Defendants.

2. Who are the Defendant companies?

The following companies are “Defendants” in this case:

American Honda Motor Co., Inc. (Honda); MTD Products Inc (MTD); Sears, Roebuck and Co., Sears Holdings Corporation and Kmart Holding Corporation (collectively Sears); Deere & Company (Deere); Tecumseh Products Company (Tecumseh); TecumsehPower Company (TecumsehPower); Platinum Equity, LLC (Platinum Equity); Briggs & Stratton Corporation (Briggs & Stratton); Kawasaki Motors Corp., USA (Kawasaki); Kawasaki Heavy Industries, Ltd., Kawasaki Motors Manufacturing Corp., USA, The Toro Company (Toro); Husqvarna Outdoor Products Inc. (now known as Husqvarna Consumer Outdoor Products, N.A., Inc.) (Husqvarna) and its predecessor Electrolux Home Products, Inc. (Electrolux); and Kohler Co. (Kohler).

3. What is this lawsuit about?

The lawsuit claims that the Defendants sold certain gasoline-powered lawn mowers and lawn mower engines with false and misleading horsepower ratings. The Defendants deny these claims and deny that they did anything wrong. The lawsuit does not concern the safety of these lawn mowers. The parties have agreed to resolve this case by settlement.

4. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are a class or class members, except for those who exclude themselves from the class. U.S. District Judge Lynn Adelman in the Eastern District of Wisconsin is in charge of this class action.

5. Why are there Settlements?

The Court did not decide in favor of Plaintiffs or Defendants. The attorneys have investigated the facts and applicable law regarding the Class Representatives’ claims and the Defendants’ defenses. The parties have engaged in lengthy negotiations in reaching these Settlements. The Class Representatives and their attorneys think the Settlements are best for everyone who is affected. Both sides agree that the Defendants are not admitting that they did anything wrong, but both sides want to avoid the cost of further litigation.

WHO IS IN THE SETTLEMENTS

To see if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

6. How do I know if I am part of the Settlements?

You are a Class Member if you live in the United States or Puerto Rico and between January 1, 1994 and April 12, 2010, you purchased a lawn mower containing a gas combustible engine up to 30 horsepower for your own use (and not for resale). Either the lawn mower or the engine of the lawn mower must have been manufactured or sold by a Defendant (see Question 2).

7. Which lawn mowers are included?

The Settlements include:

- Walk-behind and riding lawn mowers manufactured or sold by the Defendants (*see* Question 2);
- All of these Defendants' brands (partial list): Yard-Man, Cub Cadet, Honda, Bolens, Exmark, Deere, Sabre, Scotts, Toro, Yard Machines, Craftsman, Troy Bilt, Husqvarna, Poulan, Poulan PRO, Lawn-Boy, Weed Eater, White Outdoor, Snapper, Simplicity, Brute, Murray; **and**
- Numerous other brands that have engines made by Briggs & Stratton, Tecumseh, Kawasaki, Honda or Kohler.

8. I'm still not sure if my brand is included.

If you are still not sure whether your brand is included, you can call **877-773-8196** or visit the website www.LawnMowerClass.com. Or you can fill out and return the Claim Form attached to this notice to see if you qualify.

THE SETTLEMENTS' BENEFITS

9. What do the Settlements provide?

The Settlements provide a variety of different benefits depending on the Settlement, including cash payments, extended engine warranty benefits on certain engines, and an agreement by certain Defendants to a new "Certified Power Rating" standard to provide disclosure and to create uniform testing for the power of gasoline-powered engines incorporated into lawn mowers. All of the money contributed by the Defendants will go into a Settlement Fund.

There are five Settlements being presented to the Court for approval:

- MTD Settlement: MTD settled for their cooperation but is paying no money into the Settlement Fund. MTD will conform its power testing practices to the new Certified Power Rating standard.
- Honda Settlement: Honda will pay \$7.5 million into the Settlement Fund.
- Kohler Settlement: Kohler will pay \$3.5 million into the Settlement Fund. Kohler will also conform its power testing practices to the new Certified Power Rating standard. In addition, Kohler will provide a one-year extended engine warranty to all Class Members with Kohler engines in their lawn mowers.
- Kawasaki Settlement: Kawasaki will pay \$3 million into the Settlement Fund. Kawasaki will also conform its power testing practices to the new Certified Power Rating standard. In addition, Kawasaki will provide a one-year extended engine warranty to all Class Members who currently own a lawn mower with a Kawasaki engine.
- Sears, Deere, Tecumseh, Briggs & Stratton, Toro, Electrolux, and Husqvarna Settlement: These Defendants will pay \$51 million into the Settlement Fund. These Defendants will also conform their power testing practices to the new Certified Power Rating standard. In addition, Briggs & Stratton, Toro or Tecumseh will provide a one-year extended engine warranty to Class Members who currently own a lawn mower with an engine manufactured and originally warranted by Briggs & Stratton, Toro, Tecumseh, or TecumsehPower.

The combined Settlements are valued at \$65 million for Cash Benefits.

10. What can I get from the Settlements?

The types of benefits you are eligible to receive will depend on the specific lawn mower(s) you own. Class Members could receive benefits in one or more of the following ways:

- **Cash Benefits:** If you are a Class Member and you submit a valid and timely claim (*see* Question 11), you could receive:
 - Up to \$35.00 for each walk-behind lawn mower you purchased.
 - Up to \$75.00 for each riding lawn mower you purchased.

If claims exceed the amount available for Cash Benefits, the cash payments will be reduced on a proportional basis so that all valid claims can be paid. If you exclude yourself from one or more of the Settlements (except for the MTD Settlement), the amount of your Cash Benefit will be less (*see* Question 16).

- **Warranty Benefits:** If you are a Class Member and you submit a valid and timely claim (*see* Question 11), you will receive a one-year extended engine warranty if you own a lawn mower containing an engine manufactured and originally warranted by Briggs & Stratton, Toro, Tecumseh, TecumsehPower, Kawasaki, or Kohler.
 - To qualify, your Briggs & Stratton, Toro, Tecumseh, TecumsehPower, Kawasaki, or Kohler manufactured engine must have had a manufacturer's warranty at the time of purchase.
- **Certified Power Rating Benefits:** MTD, Kawasaki, Kohler, Sears, Deere, Tecumseh, Briggs & Stratton, Toro, Electrolux, and Husqvarna have agreed to a new uniform standard for testing lawn mower engine power and have also agreed to make these testing results public.

11. How do I file a claim for Cash and Warranty Benefits?

To receive the Cash or Warranty Benefits available under the Settlements, you must fill out and submit a Claim Form. A Claim Form is attached to this notice and can also be completed and submitted online. Read the instructions carefully. To the best of your ability, fill out the form and include all the information the form requests. Then sign the form and mail it to:

Lawn Mowers Settlement
P.O. Box 2309
Faribault, MN 55021-9309

Class Members have until **August 31, 2010** to submit a Claim Form for Cash Benefits. Class Members have up to **one year after the date that the Court has approved the Settlements and all appeals are over** to make a claim for and to obtain the Warranty Benefit; however, the one-year extended warranty itself expires one year after the Court has approved the Settlement and all appeals are over. Upon submission of a claim, an eligible Class Member will receive a certificate for the Warranty Benefit.

No payments or warranty certificates will be sent until the Court approves the Settlements (*see* Question 21). Cash Benefit payments to Class Members will be made after the deduction of all Court-approved costs, fees and litigation expenses and any Class Representative incentive awards are made (*see* Question 18). Even then, there may be appeals. It's always uncertain how any appeals may be resolved and how long it will take. Please be patient.

12. What am I giving up to stay in the Class?

Unless you exclude yourself from a Settlement, you can't sue that settling Defendant(s), continue to sue, or be part of any other lawsuit against that settling Defendant(s) or its affiliates about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" is described more fully in each Settlement Agreement and describes exactly the legal claims that you give up if you get benefits from that Settlement. The Settlement Agreements are available at www.LawnMowerClass.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you don't want a payment or any of the other benefits from a Settlement, and you want to keep the right to sue or continue to sue the settling Defendant(s) on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Class.

13. How do I get out of the Settlements?

To exclude yourself from any or all of the Settlements, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement saying that you want to be excluded from one or more specific Settlements (you should identify the specific Settlements from which you want to be excluded), or all of the Settlements in *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litigation*, MDL No. 1999, 2:08-md-01999; and
- Your signature.

You must mail your exclusion request, postmarked no later than **June 4, 2010**, to:

Lawn Mowers Settlement
P.O. Box 2309
Faribault, MN 55021-9309

14. If I don't exclude myself, can I sue a settling Defendant(s) for the same thing later?

No. Unless you exclude yourself, you give up the right to sue that settling Defendant(s) for the claims that the Settlements resolve. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

15. If I exclude myself from all of the Settlements, can I get benefits?

No. You will not get any benefits if you exclude yourself from all of the Settlements. If you exclude yourself from all of the Settlements, do not send in a Claim Form asking for benefits.

16. If I exclude myself from one or more Settlements, can I get benefits?

Yes, if you exclude yourself from one or more Settlements you will be eligible for benefits but your cash payment and other benefits may be reduced as described below:

MTD Settlement:	Exclusion from the MTD Settlement will not reduce any of your Cash or Warranty Benefits.
Honda Settlement:	Exclusion from the Honda Settlement will reduce your Cash Benefit by up to \$5.00 for a walk-behind lawn mower and \$10.00 for a riding lawn mower. Exclusion from the Honda Settlement will not affect any Warranty Benefit.
Kohler Settlement:	Exclusion from the Kohler Settlement will reduce your Cash Benefit by up to \$2.50 for a walk-behind lawn mower and \$5.00 for a riding lawn mower. If you own a lawn mower with an engine manufactured and warranted by Kohler, you will receive no Warranty Benefit if you exclude yourself from the Kohler Settlement.
Kawasaki Settlement:	Exclusion from the Kawasaki Settlement will reduce your Cash Benefit by up to \$2.50 for a walk-behind lawn mower and \$5.00 for a riding lawn mower. If you own a lawn mower with an engine manufactured and warranted by Kawasaki, you will receive no Warranty Benefit if you exclude yourself from the Kawasaki Settlement.
Sears, Deere, Tecumseh, TecumsehPower, Platinum, Briggs & Stratton, Toro, Electrolux, and Husqvarna Settlement:	Exclusion from this Settlement will reduce your Cash Benefit by up to \$25.00 for a walk-behind lawn mower and \$55.00 for a riding lawn mower. If you own a lawn mower with an engine manufactured and warranted by Tecumseh, TecumsehPower, Briggs & Stratton, or Toro, you will receive no Warranty Benefit if you exclude yourself from this Settlement.

The amounts stated above may be reduced on a proportional basis if the claims exceed the amount available for Cash Benefits. Please note if you exclude yourself from one or more, but not all of the Settlements, you need to send in a Claim Form by the dates set forth in the answer to Question 11 to receive the benefits from the Settlements from which you have not excluded yourself.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has designated Vincent J. Esades of Heins Mills & Olson, P.L.C. and Brian M. Sund of Morrison Fenske & Sund, P.A. as Co-lead counsel for Plaintiffs in this case. Co-lead counsel, along with co-counsel, will represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. 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?

The Court will decide how much Class Counsel will be paid. Class Counsel has not submitted a request for attorneys' fees or litigation expenses at this time; however, when Class Counsel seeks fees, they will not ask for more than one-third, plus interest, of the value of the Cash Benefits and no more than \$14 million for the value of the Warranty Benefits. Class Counsel will also request that \$1,000 be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class. Class Counsel will also seek to be reimbursed from the Settlements for their litigation expenses.

OBJECTING TO THE SETTLEMENTS

You can tell the Court that you don't agree with any of the individual Settlements or some part of them.

19. How do I tell the Court that I don't like a Settlement?

If you are a Class Member, you can object to any of the Settlements or to Class Counsel's requests for fees and expenses and the incentive awards to the Class Representatives. To object, you must send a letter that includes the following:

- Your name, address and telephone number;
- The brand of your lawn mower, the brand of your engine, your engine model number, and your lawn mower identification number (*see* attached Claim Form for more information);
- A statement saying that you object in the *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litigation*, MDL No. 1999, 2:08-md-01999, litigation;
- The reasons you object to a specific Settlement; and
- Your signature.

You must mail your objection, postmarked no later than **June 4, 2010**, to the following two addresses:

Class Counsel Vincent J. Esades Heins Mills & Olson, P.L.C. 310 Clifton Avenue Minneapolis, MN 55403	Clerk of Court United States District Court Eastern District of Wisconsin Milwaukee Division 362 United States Courthouse 517 East Wisconsin Avenue Milwaukee, WI 53202
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20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to a Settlement only if you do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you don't want to be part of that Settlement. If you exclude yourself from a Settlement, you have no basis to object to that Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve each of the Settlements and any requests for fees and expenses. You may attend and you may ask to speak, but you don't have to.

21. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at 1:30 p.m. on **June 22, 2010**, at the United States District Court for the Eastern District of Wisconsin, Milwaukee Division, located at the United States Courthouse, 517 East Wisconsin Avenue, Milwaukee, WI 53202 in Courtroom 390. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.LawnMowerClass.com. At this hearing the Court will consider whether each of the Settlements is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve each of the Settlements. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Adelman may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, to the proper address, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

23. 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 and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" in *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litigation*, MDL No. 1999;
- The reasons you want to be heard; and
- Your signature.

You must mail your Notice of Intention to Appear, postmarked no later than **June 4, 2010**, to the addresses in Question 19.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not get any Cash or Warranty Benefits from the Settlements. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the settling Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. Are there more details about the Settlements?

This notice summarizes the proposed Settlements. More details are available in the Settlement Agreements and documents filed with the Court. You can get copies of the Settlement Agreements by visiting www.LawnMowerClass.com.

26. How do I get more information?

You can call **877-773-8196** toll-free; write to Lawn Mowers Settlement, P.O. Box 2309, Faribault, MN 55021-9309; or visit the website at www.LawnMowerClass.com, where you will find answers to common questions about the Settlements and other information to help you determine whether you are a Class Member and whether you are eligible for payment.

DATE: April 5, 2010