

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

GLEN GRAYSON, DOREEN MAZZANTI,  
DANIEL LEVY, DAVID MEQUET and  
LAUREN HARRIS, individually and on  
behalf of themselves and all others similarly  
situated,

No. 3:13-cv-01799-WWE

(Consolidated Docket No.)

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF  
SETTLEMENT CLASS, APPROVAL OF SETTLEMENT NOTICE  
AND SCHEDULING OF FINAL APPROVAL HEARING**

Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris (collectively, "Plaintiffs"), individually and on behalf of the Settlement Class (as defined in the Settlement Agreement, submitted as Exhibit A to the accompanying Declaration of Seth R. Klein), respectfully move this Court for preliminary approval of a class action settlement and related relief (as set forth below).

This is a long-pending litigation that has been thoroughly litigated and negotiated. On May 11, 2018, during the pendency of settlement negotiations, this Court (Eginton, J.)

administratively closed the case pending the results of the settlement discussion, and directed the parties file appropriate papers regarding approval of the settlement if an agreement was reached (or to move to reopen the case if discussions were unsuccessful). *See* [ECF No. 355]. The parties are pleased to report that their negotiations were ultimately successful, as set forth in more detail in the accompanying memorandum of law.

Accordingly, Plaintiffs respectfully move the Court for entry of an order:

- (1) Preliminarily approving the Settlement<sup>1</sup> as set forth in the Settlement Agreement;
- (2) Preliminarily certifying the Class for settlement purposes;
- (3) Preliminarily appointing Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as the Settlement Class Representatives;
- (4) Preliminarily appointing Hassan A. Zavareei, Esq. and Anna C. Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq. of Izard Kindall & Raabe LLP as Settlement Class Counsel;
- (5) Approving the proposed Settlement Notice;
- (6) Appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator;

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<sup>1</sup> Capitalized terms used herein are defined in Paragraphs 1-33 of the Settlement Agreement.

- (7) Preliminarily appointing Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator and
- (8) Scheduling a Final Approval Hearing.

In connection with Preliminary Approval, Plaintiffs respectfully request that the following schedule be set:

<u>EVENT</u>	<u>SCHEDULED DATE</u>
Notice mailing deadline	60 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.b.)
Briefs in support of (i) Final Approval and of (ii) Attorneys' Fees and Costs	75 days after entry of Preliminary Approval Order
Last day for Class Members to opt-out of Settlement	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.h)
Last day for objections to the Settlement to be filed with the Court	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.i)
Settlement Administrator to file Declaration of Compliance regarding completion of notice and opt-out requests received	134 days after entry of Preliminary Approval Order
Parties file responses to any filed objections	141 days after entry of Preliminary Approval Order
Final Approval Hearing	At the convenience of the Court, not less than 151 days after entry of Preliminary Approval Order

In support of this Motion, Plaintiffs have filed a Memorandum of Law, a supporting affidavit by Seth R. Klein (including the Settlement Agreement and other Exhibits), and a proposed Preliminary Approval Order (attached hereto as Exhibit A).

Dated: December 5, 2019

Respectfully submitted,

PLAINTIFFS

By: /s/ Seth R. Klein  
Robert A. IZARD (ct01601)  
Seth R. Klein (ct18121)  
**IZARD KINDALL & RAABE LLP**  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
Telephone: (860) 493-6292  
Facsimile: (860) 493-6290  
rizard@izardnobel.com  
sklein@izardnobel.com

Hassan A. Zavareei  
Anna C. Haac  
**TYCKO & ZAVAREEI, LLP**  
1828 L Street, N.W., Suite 1000  
Washington, D.C. 20036  
(202) 973-0900  
(202) 973-0950 *facsimile*  
hzavareei@tzlegal.com  
ahaac@tzlegal.com

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I, Seth R. Klein, hereby certify that on this 5<sup>th</sup> day of December, 2019, the foregoing was filed electronically. Notice of this filing will be sent by email to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access these documents through the court's CM/ECF system.

/s/ Seth R. Klein  
Seth R. Klein

# Exhibit A

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

GLEN GRAYSON, DOREEN  
MAZZANTI, DANIEL LEVY, DAVID  
MEQUET and LAUREN HARRIS,  
individually and on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

No. 3:13-cv-01799-WWE  
(Consolidated Docket No.)

**[PROPOSED] ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This action is pending before this Court as a certified class action (the "Civil Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before this Court. The Court, having considered the Class Action Settlement Agreement and Release and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement"); having considered the Motion for Preliminary Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined herein shall have the same meaning in this Order as set forth in the Settlement Agreement. This Order supersedes and amends the Court's Order of March 7, 2017, certifying a litigation class (Doc. 257).
2. The Court preliminarily finds that the requirements for class certification under Fed. R. Civ. P. 23(a), 23(b)(3) and 23(c)(4) are satisfied with respect to the Class, for largely the

same reasons that the Court stated in its prior order certifying a litigation class (Doc. 257). To the extent that the Court previously ruled that damages issues required an individualized inquiry, the proposed Settlement Agreement adequately addresses the Court's concerns by enabling individual Class Members to make their own individual claims for payments under the terms of the Settlement Agreement, which will be evaluated individually in the settlement process as provided for in the Settlement Agreement, with disputes to be resolved by the Neutral Evaluator. To the extent that Class Members wish to pursue their own damages claims in court rather than through this process, they will have the opportunity to opt out of the Class. To the extent that the proposed Class for settlement purposes is nationwide rather than limited to certain states, the Court is satisfied by Plaintiffs' memorandum of law that, notwithstanding any differences in state law, for purposes of the proposed Settlement Class, common questions of fact predominate related to Plaintiffs' claim that the microwaves are defectively designed and whether defendant concealed the allegedly known defect.

3. The Court finds that the proposed Settlement Class is so numerous that the joinder of all members is impracticable, given that approximately 68,000 subject microwave ovens were manufactured. The Court also finds that the claims of the Plaintiffs are typical of the claims of the Class, and that the Plaintiffs and Settlement Class Counsel have throughout this litigation and will continue to fairly and adequately protect the interests of the Class. Furthermore, the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual Class Members. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class":

All persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095, at any time during the period from January 1, 1995 through the date of the entry of this Order.

4. This Court has personal jurisdiction over the defendant, General Electric Company (“GE”) because GE does business in Connecticut, had its principal place of business in Connecticut at the time this suit was filed, and has consented to this Court’s jurisdiction. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because there is diversity of citizenship between at least some Settlement Class Members and GE, and the amount in controversy exceeds \$5 million.
5. The Court appoints Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as Settlement Class Representatives for settlement purposes only.
6. The Court appoints Epiq Class Action & Claims Solutions, Inc., an experienced class action settlement administration firm, as the Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.
7. The Court appoints Hassan A. Zavareei, Esq. and Ann Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq., of Izard Kindall & Raabe LLP as Settlement Class Counsel for settlement purposes only.
8. The Court appoints Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator.

9. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable and preliminarily approves the terms of the Settlement Agreement.
10. The Court hereby approves on a preliminary basis the compensation to the participating Settlement Class Members provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Civil Action. It also appears that the Settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after years of litigation.
11. The Court approves the form and content of the proposed Settlement Notices attached as Exhibits A, B, C and D to the Settlement Agreement, and the notice plan described in Paragraph 38 of the Settlement Agreement. The Court also approves the form and content of the Claim Forms attached as Exhibit E to the Settlement Agreement.
12. The Court finds that the distribution of the Settlement Notice in the manner and form set forth in the Settlement Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Civil Action and of their right to object or to exclude themselves from the proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice. The Court directs the

Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the Settlement Agreement.

13. The Settlement Notice shall be mailed, e-mailed and disseminated by the other means described in the Settlement Agreement to the Class Members, and the Settlement Administrator shall establish the settlement website no later than 60 days from the date of this Order. If any Settlement Notice that is mailed is returned undeliverable, the Settlement Administrator shall make a reasonable effort to find an updated address for the Class Member and promptly re-mail the Settlement Notice to the new address. In the event that any mailed notice is returned as undeliverable a second time, no further mailing shall be required. The Settlement Administrator shall not be required to attempt to find updated e-mail addresses if an e-mail is returned undeliverable.
14. Any Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator as instructed in the Settlement Notice by mail, postmarked no later than 120 days from the date of this Order. All opt-out requests must be submitted as provided in the Settlement Notice and Paragraph 38(h) of the Settlement Agreement. In accordance with the Settlement Agreement, any Class Member who submits a valid and timely opt-out request shall not be a Settlement Class Member, shall be barred from participating in the Settlement, shall have no right to object to the Settlement, and shall receive no benefit from the Settlement.
15. If a Final Order and Judgment is entered approving the Settlement, Class Members who have not submitted a valid and timely opt-out request shall be bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein) and Judgment, even if such Settlement Class Member never submitted a

Claim Form. If a Final Order and Judgment is entered approving the Settlement, all Settlement Class Members who have not made timely, written requests for exclusion shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

16. Any Class Member who does not opt out of the Class may mail an objection to the settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. All written objections and supporting papers must: (1) clearly identify the case name and number (Grayson v. General Electric Company, Case No. 3:13-cv-01799-WWE), (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector, including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards; (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Final Approval Hearing; (10) include the objector's signature (an attorney's signature is not sufficient); (11) be submitted to the Court either by mailing them to the Clerk of Court, Brien McMahon Federal Building, United States District Court, 915 Lafayette Boulevard, Bridgeport, CT

06604, or by filing them in person at any location of the United States District Court for the District of Connecticut, with a copy to GE Counsel and Settlement Class Counsel; and (12) be filed or postmarked on or before 120 days after entry of this Order.

17. Any Class Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any Class Member who fails to submit a timely written objection in accordance with the Settlement Agreement (as specified in Paragraph 16 above) may not be heard to oppose the Settlement at the Final Approval Hearing unless otherwise ordered by the Court.
18. Settlement Class Members have the right to exclude themselves from the Settlement and pursue a separate and independent remedy against GE by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Settlement shall remain Settlement Class Members, and have voluntarily waived their right to pursue an independent remedy against GE. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.
19. The Court further finds that the Class Action Fairness Act Notice provided by the Settlement Administrator on behalf of GE pursuant to the Settlement Agreement, as verified in the Declaration of \_\_\_\_\_, was in compliance with 28 U.S.C. § 1715(b), and that the Class Action Fairness Act Notice was given more than 90 days prior to any order of final approval, in accordance with 28 U.S.C. § 1715(d).

20. A Final Approval Hearing is scheduled for \_\_\_\_\_ in Courtroom \_\_ of the United States Courthouse, **[insert address]** to determine all necessary matters concerning the Settlement, including: (a) whether the proposed Settlement of the Civil Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; (b) whether an Order and Final Judgment, as provided in the Settlement Agreement, should be entered herein; (c) whether the compensation to the participating Settlement Class Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Class Members; and (d) to make, in the Court's discretion, an award of attorneys' fees and expenses to Settlement Class Counsel and Service Awards to the Settlement Class Representatives (all subject to the limitations of Paragraph 46 of the Settlement Agreement). The date of the Final Approval Hearing may be changed by the Court, with notice provided only on the Court's docket on PACER (<http://ecf.ctd.uscourts.gov>) and the settlement website.
21. Settlement Class Counsel shall file their Motion for Final Approval, any papers in support of final approval of the Settlement, and any papers in support of their requested award of attorneys' fees and expenses and the Settlement Class Representatives' Service Awards no later than 75 days from the date of this Order.
22. Counsel for the Parties shall serve and file any response to any objections to the Settlement no later than 141 days from the date of this Order.
23. The Settlement Agreement is not a concession or admission, and shall not be used against GE or any of the Released Entities as an admission or indication with respect to any claim of any fault or omission by GE or any of the Released Entities. In the event the

Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by GE or any of the Released Entities or of the truth of any of the claims or allegations contained in Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

24. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.
25. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.
26. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement

Agreement unless and until such Settlement Class Members have submitted valid opt-out requests.

27. The Court orders the following schedule for further proceedings:

- a. The Settlement Administrator will mail, email and otherwise distribute the Settlement Notice to the Class Members, conduct the Internet/social media notice and launch the Settlement website on or before \_\_\_\_\_ (60 days from entry of this Order).
- b. Settlement Class Counsel will file motions for (i) award of attorneys' fees, reimbursement of litigation expenses, and Settlement Class Representative Service Awards; and (ii) Final Approval of the Settlement on or before \_\_\_\_\_ (75 days from entry of this Order).
- c. Opt-out notices and objections must be mailed to the Settlement Administrator as provided in the Settlement Notice and postmarked no later than \_\_\_\_\_ (120 days from entry of this Order).
- d. The Settlement Administrator will file a declaration of compliance regarding completion of notice, and the number and names of opt outs, on or before \_\_\_\_\_ (134 days from entry of this Order).
- e. The Parties will file any response(s) to any objections on or before \_\_\_\_\_ (141 days from entry of this Order).
- f. The Final Approval Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Courtroom \_\_ of the United States Courthouse, [insert address] (at the convenience of the Court, not less than 151 days from entry of this Order).

28. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members except on the Court's docket available on PACER (<http://ecf.ctd.uscourts.gov>) and the settlement website. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_

United States District Judge