Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into as of the Execution Date (as defined herein) by and between named Plaintiffs Willard Bender, Donald Lampe, Carolyn Conner, James Taylor and Roger Smoker, and Leroy Leister, a proposed Class representative to replace Rose Ann Rohr who is now deceased, (collectively "Plaintiffs") and the Class (as defined herein) whom they have been certified to represent, on the one hand, and Defendants Newell Operating Company ("NOC"), Newell Window Furnishings, Inc. ("Newell Window") and the Newell Rubbermaid Health and Welfare Program 506 (the "Plan") (collectively "Defendants"), on the other hand.

I. Recitals

WHEREAS, this class action lawsuit was filed on February 15, 2006 in the United States District Court for the Western District of Michigan (the "Court") as Civil Action No. 1:06-cv-00113 (the "Action"), seeking certain health care benefits and Medicare Part B premium reimbursements for certain retirees who were formerly represented by the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America ("UAW") from Newell Window or predecessor companies operating in Sturgis, Michigan, and their dependents, arising from the imposition of certain premiums and other changes in health care benefits as of January 1, 2006;

WHEREAS, Plaintiffs filed a Third Amended Complaint on June 4, 2009 [Docket No. 112] adding a claim for certain Medicare Part B premium reimbursements for all Class Members;

WHEREAS, on July 22, 2009, [Docket No. 122], the Court granted Plaintiffs' Motion to Certify a Class in the Action, appointed Plaintiffs (except Leroy Leister) as class representatives, and appointed Class Counsel that is defined in Section 2.4 *infra*;

WHEREAS, on January 11, 2010 [Docket No. 184], the Court entered an order to correct the certification for the Class that is defined as set forth in Section 2.3 *infra*;

WHEREAS, by Order dated July 6, 2010 [Docket No. 243], the Court granted Plaintiffs' Motion for Summary Judgment regarding Plaintiffs' entitlement to receive retiree health care benefits from Defendants, which was affirmed on appeal by the United States Court of Appeals for the Sixth Circuit, and the petition for *certiorari* was denied by the United States Supreme Court;

WHEREAS, by Judgment and Corrected Judgment, dated February 2, 2011 and February 4, 2011 respectively, the Court corrected the definition of the Class, awarded money judgments to the named Plaintiffs and declared that the Class was entitled to vested, fully paid, lifetime retiree health care benefits from Defendants that were in place at the time of each Class Member's retirement, subject to retirement grouping;

WHEREAS, former named Plaintiff and named Class representative Rose Ann Rohr is now deceased and the Parties have agreed to the appointment of Class Member Leroy Leister, who retired in December 1982, as a Class representative for purposes of this Settlement Agreement and Release;

WHEREAS, Plaintiffs, on behalf of themselves and the Class, and Class Counsel, and Defendants, by their counsel, most recently engaged in mediation through the Mediation Office of the United States Court of Appeals for the Sixth Circuit (the "Mediator") as part of efforts to settle this Action; and

WHEREAS, with the assistance of the Mediator, Plaintiffs, on behalf of themselves and the Class, Class Counsel, and Defendants, have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the best interests of Plaintiffs, the Class and Defendants to enter into this Settlement Agreement to avoid the uncertainties of further litigation, including the pending appeal in the Sixth Circuit, and to avoid the likelihood of appeal of any further order or judgment issued by the Court in the Action;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided for herein, Plaintiffs and Defendants hereby agree to settlement of the Action on the following terms and conditions.

II. Definitions

For purposes of this Settlement Agreement, the following terms, when used in capitalized form, will have the meanings indicated *infra*. In addition, where appropriate, the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be. Except as otherwise provided herein, the verb "will" is used in the sense of "shall" as required or mandatory action rather than as action that merely is anticipated to occur in the future. Terms may also be defined in this Settlement Agreement where a capitalized term enclosed in parentheses and quotation marks immediately follows its definition. Such definitions and terms are effective as if set forth in this Article II.

2.1. "Action" means the class action filed as Civil Action No. 1:06-cv-00113, which is pending in the United States District Court of the Western District of Michigan (Southern Division) and the pending appeal to the United States Court of Appeals for the Sixth Circuit, Case No. 14-2077.

2.2 "CIGNA Programs" mean the IN3K (for 1986-93 Class Members who are or become Medicare Eligible), IN3UK (for 1986-93 Class Members who are not eligible for Medicare) and IN15 (for Pre-1986 Class Members) programs (Comprehensive Indemnity Medical Benefits) provided by CIGNA, effective January 1, 2013 (printed in September of 2013), copies of which are attached as Exhibits 4a, 4b, and 4c, respectively.

2.3 "Class" means "[a]ll former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employees at the Sturgis, Michigan facility

who retired prior to or on July 31, 1998, and their spouses, surviving spouses and eligible dependents."

2.4. "Class Counsel" means Michael L. Fayette, Esquire and H. Rhett Pinsky of Pinsky, Smith, Fayette & Kennedy, LLP, 146 Monroe Ctr., NW, Suite 805, Grand Rapids, Michigan 49503-2824, (616) 451-8496.

2.5. "Class Member" means Retirees who retired prior to or on July 31, 1998, their spouses, surviving spouses and eligible dependents.

2.6. "Class Member Successor" means, in order of distribution: (1) the surviving spouse of record of a deceased Class Member; (2) where there is no surviving spouse of record, the known estate of a deceased Class Member; and (3) for deceased Retirees only, where there is no surviving spouse of record and no known estate is currently open for the deceased Retiree, the beneficiaries of record from the Retiree's life insurance beneficiary designation.

2.7. "Class Notice" means the Court-approved notice mailed to all Class Members informing them of this Settlement Agreement, substantially in the form attached as Exhibit 1.

2.8. "Complaint" means the complaint, as amended, filed in the Action.

2.9. "Court" means the United States District Court for the Western District of Michigan (Southern Division).

2.10. "Defendants" means Newell Operating Company, Newell Window Furnishings, Inc. and the Newell Rubbermaid Health and Welfare Program 506, collectively.

2.11. "Effective Date" means the first date after which all of the following events and conditions have been satisfied or have occurred:

(a) Plaintiffs, Class Counsel, and Defendants have executed this Settlement Agreement;

(b) The Court has entered a Preliminary Approval Order, substantially in the form of Exhibit 2, and a Final Order and Judgment approving this Settlement Agreement, substantially in the form of Exhibit 3; and

(c) Five business days have passed after the Final Approval.

2.12. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

2.13. "Execution Date" means February 11, 2015, *i.e.*, the date as of which this Settlement Agreement has been executed by Plaintiffs, Class Counsel, and Defendants.

2.14. "Fairness Hearing" means the hearing at which the Court will consider whether to give final approval to the Settlement, enter a Final Order and Judgment, and make such other final rulings as are contemplated by this Settlement Agreement.

2.15. "Final Approval" means the last event of the following to occur following the entry of the Final Order and Judgment:

(a) The time to appeal from the Final Order and Judgment has expired and no notice of appeal has been filed;

(b) In the event of an appeal, any appeal from the Final Order and Judgment has been finally dismissed;

(c) In the event of an appeal, the time to petition for review with respect to any appellate decision affirming the Final Order and Judgment has expired; and,

(d) In the event of an appeal and a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in the affirmance of the Final Order and Judgment substantially in the form of the Final Order and Judgment entered by the Court.

2.16. "Final Order and Judgment" means the final order and judgment by which the Court, at or after the Fairness Hearing, approves this Settlement Agreement, dismisses the claims of Plaintiffs and the Class with prejudice, enters a final judgment in accordance with this Settlement Agreement, and makes such other final rulings as are contemplated by this Settlement Agreement, substantially in the form of the document attached as Exhibit 3 to this Settlement Agreement.

2.17 "Health Care Benefits" means the benefits provided under the current CIGNA Programs identified in Section 2.2 above.

2.18. "Mediator" means the Mediation Office of the United States Court of Appeals for the Sixth Circuit.

2.19. "Newell Window" means Newell Window Furnishings.

2.20. "NOC" means Newell Operating Company.

2.21. "Parties" means the Plaintiffs, the Class, and Defendants, collectively.

2.22. "Plaintiffs" means Willard Bender, Donald Lampe, Carol Conner, James Taylor, Roger Smoker and Leroy Leister, collectively.

2.23. "Plan" means the Newell Rubbermaid Health and Welfare Program 506, as amended from time to time.

2.24. "Preliminary Approval Order" means an order of the Court preliminarily approving this Settlement Agreement that is substantially in the form of Exhibit 2, approving the Class Notice, approving Leroy Leister as a Class representative to represent the interests of the Class Members who retired pre-1986, their spouses, surviving spouses and eligible dependents, and confirming the prior certification of this Action as a class action and the appointment of Class Counsel, and preliminarily approving the entry by the Parties into the Settlement Agreement, and the right of Class Members and Class Member Successors to object to the certification of the Class and the Settlement.

2.25. "Released Claims" means any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, fines and penalties), whether known or unknown, contingent or non-contingent, or foreseen or unforeseen, and whether arising under statute, regulation, ordinance, common law, equity, or otherwise, asserted or alleged in the Complaint or arising, in whole or in part, out of the facts, occurrences, or transactions described in the Complaint; provided, however, the following claims are not released:

(a) any medical benefit claim under the CIGNA Programs defined in 2.2. above, which accrued on or after January 1, 2013, and that relate to issues of entitlement to specific benefits under the CIGNA Programs determined by their application to the particular circumstances of the claimant's treatment or care are not released. Such claims are subject, however, to the claims procedures set forth in the CIGNA Programs or the Plan;

(b) any claims for ERISA pension benefits under any qualified pension plan applicable to any Class Member, except for claims as to pre-Settlement Medicare Part B premium reimbursements which are both being paid and released pursuant to this Settlement Agreement;

(c) any claims for life insurance/death benefits under any applicable collective bargaining agreement, which were not at issue in the Action or covered by this Settlement Agreement; and

(d) any obligations or claims arising from a breach of the terms of this Settlement Agreement.

2.26. "Released Parties" means Defendants, together with their current, former and future affiliates, insurers, shareholders, fiduciaries, officers, employees, directors, predecessors, successors, actuaries, agents, attorneys, and other affiliated parties or entities.

2.27. "Releasors" means collectively, Plaintiffs, each Class Member, Class Member Successors and the Class.

2.28. "Retiree" means any former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. UAW bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998.

2.29. "Settlement" means the settlement of claims between and among the Parties based on the terms of the Settlement Agreement.

2.30. "Settlement Agreement" means this Settlement Agreement and Release.

2.31. "Settlement Payments" means those payments made by Defendants to Class Members and Class Member Successors pursuant to Section 4.1 *infra*.

III. Procedures

3.1. Preliminary Approval. As soon as practicable after the Execution Date, the Parties will submit this Settlement Agreement to the Court, together with a motion and supporting brief, substantially in the form attached hereto as Exhibit 5, asking the Court to enter a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 2, to set a date and time for a Fairness Hearing, and to approve the mailing of the Class Notice to Class Members and Class Member Successors, substantially in the form attached hereto as Exhibit 1. The Parties agree to undertake their best efforts to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Order and Judgment, substantially in the form attached hereto as Exhibit 3, approving the Settlement and this Settlement Agreement.

3.2. Class Notification. After entry of a Preliminary Approval Order, Defendants will send to each known Class Member and Class Member Successor, whom the Parties can identify, a copy of the Class Notice, substantially in the form attached hereto as Exhibit 1, notifying members of the Parties' execution of the Settlement Agreement, the date and time for the Fairness Hearing, and of their right to object to the terms of this Settlement Agreement; the appointment of Class Counsel; and the certification of this Action as a class action. The Class Notice will be sent by first class mail to the last known address of each known Class Member as it appears in Defendants' records. Defendants will their best efforts to complete the mailing of the notice to Class members within fifteen (15) days of the Preliminary Approval Order. Defendants will use reasonable efforts to locate new addresses for any returned notices, and will keep Class Counsel informed of such efforts.

3.3. Objections to Settlement. The Class Notice, a specimen of which is attached hereto as Exhibit 1, provides the procedures by which Class Members and Class Member Successors can object in the Action to the Settlement, the Settlement Agreement and the Parties' joint motion for the Court to issue the Preliminary Approval Order.

3.4. Entry of Judgment. At the Fairness Hearing, the Parties will request jointly that the Court enter a Final Order and Judgment, substantially in the form attached hereto as Exhibit 3.

3.5. Voidability of the Settlement Agreement If Altered. If the Court or any appellate court enters an order altering the Settlement and this Settlement Agreement in any way that: (i) imposes material obligations on any of the Defendants that exceed the obligations

imposed on Defendants by the written terms of this Settlement Agreement, (ii) restricts or reduces the scope or enforceability of the Release set forth in Article V of this Settlement Agreement, or (iii) fails to dismiss all of the claims of Plaintiffs and the Class with prejudice, Defendants may void this Settlement Agreement within thirty (30) business days from the date they receive notice of the Court's or of an appellate court's entry of such an order by giving written notice of intent to void the Settlement Agreement to Class Counsel. In the event that the Court or any appellate court materially reduces the benefits to Plaintiffs or the Class, Plaintiffs may void the Settlement Agreement by serving written notice to Defendants within thirty (30) days of the order evidencing such reduction. The effect of such a notice will be the same as the effect of a denial of Final Approval as described in Section 3.6 *infra*.

3.6. Effect of Failure to Grant Final Approval. If the Court fails to enter the Final Order and Judgment, substantially in the form of Exhibit 3, or if there is an appeal and the Final Order and Judgment is set aside, or if the Settlement Agreement does not become effective for any other reason, then this Settlement Agreement will be null and void *ab initio*, will have no force or effect, and will impose no obligations on the Parties, except that the Parties (i) will be prohibited from using this Settlement Agreement or the Parties' settlement discussions or negotiations as evidence in the Action and (ii) agree to cooperate in asking the Court and the United States Court of Appeals for the Sixth Circuit to set a schedule for the resumption of the Action. The intent of the previous sentence is that, in the event Final Approval is denied by the Court or on appeal, or the Settlement Agreement does not become effective for any other reason, the Parties will revert to their positions immediately before the execution of the Settlement Agreement and the Action, including the appeal of any order or judgment in the Action, will resume without prejudice to any Party. In the event that the Settlement Agreement is not approved, the Parties reserve all rights, claims, defenses, and appeals that they may have, including but not limited to their rights, claims, defenses and appeals with respect to whether a Class should be certified and the membership of the Class.

3.7. Costs of Class Notice. The reasonable costs and expenses of providing the Class Notice to Class Members will be borne by Defendants.

IV. Settlement Payments, Lifetime Health Care Benefits, Lifetime Medicare Part B Premium Reimbursement Payments and Class Counsel's Fees and Expenses

4.1. Settlement Payments to Class Members and Class Member Successors. Defendants will make Settlement Payments as follows:

(a) **Benefit Recalculation Reimbursement Payments.** Within thirty (30) days of the Effective Date, Defendants will resume the recalculation of retiree health benefits back to January 1, 2006 using the CIGNA Programs as the benchmark against which benefits since January 1, 2006 are to have been provided, and arrange for the payment of any benefits for which the Plan had not provided full reimbursements. CIGNA will make the payments with a reasonable time.

(b) **Premium Co-Payment Reimbursement Payments.** Within sixty (60) days of the Effective Date, Defendants will distribute to Class Members or Class Member Successors the total Plan premium reimbursements charged since January 1, 2006 that have not been previously reimbursed to Class Members, with interest, recognizing that Class Members who retired from 1986 through 1993 have a premium obligation of $20 per month for each month that they are aged 62 to 65.

(c) **Past Medicare Part B Premium Reimbursement Payments.** Within sixty (60) days of the Effective Date, Defendants will distribute to eligible Class Members or Class Member Successors, *i.e.*, those Class Members who received reimbursement of less than Medicare Part B premiums, the difference between the Medicare Part B premiums since August 2000 and the Medicare Part B premium reimbursements actually paid by Defendants, with interest.

(d) **Interest.** Interest will be calculated at a rate equal to the coupon-issue yield equivalent (as determined by the Secretary of the Treasury) of the average accepted auction price for the last auction of 52-week United States Treasury bills as of the Effective Date.

(e) **Payees for Class Member Settlement Payments and Automatic Distribution.** In the event that a Class Member is deceased, Defendants will distribute the Settlement Payments due to the deceased Class Member to a Class Member Successor in accordance with the definition of Class Member Successor in Section 2.6 *supra.* Such distribution shall be made automatically to a surviving spouse of record, known estate of the deceased Class Member or beneficiary of record from the Retiree's pension designation. Otherwise, Settlement Reimbursement Payments shall be made upon receipt of a request for payment as described in Section 4.1(f).

(f) **Disputed Settlement Payments.** All Class Members and Class Member Successors who claim they have not received the proper Settlement Payments described in Sections 4.1(a) – (e), shall submit to Defendants a claims form, substantially in the form of Exhibit 6, with information and documentation relating to and supporting the basis of their entitlement to Settlement Reimbursement Payments, which Class Members and Class Member Successors must return to the Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328 within one year of the Effective Date.

4.2 Lifetime Health Care Benefits for Class Members. Notwithstanding any provision to the contrary in the CIGNA Programs, Defendants shall provide lifetime Health Care Benefits to pre-1986 and 1986-93 Class Members, their spouses, surviving spouses and eligible dependents, as follows:

(a) **Lifetime Health Care Benefits for Class Members Who Retired Prior to 1986.** Defendants will continue to provide Health Care Benefits to Class

Members who retired prior to 1986, their spouses, surviving spouses and eligible dependents, as set forth in CIGNA Program IN15 (Exhibit 4c) or, as noted below, its substantial equivalent.

(b) **Lifetime Health Care Benefits for Class Members Who Retired from 1986 Through 1993.** Defendants will continue to provide Health Care Benefits to Class Members who retired from 1986 through 1993, their spouses, surviving spouses and eligible dependents: (i) if not eligible for Medicare as set forth in CIGNA Program IN3UK (for 1986-93 Class Members who) (Exhibit 4a) or (ii) if eligible, become Medicare eligible as set forth in CIGNA Program IN3K (Exhibit 4b) or their substantial equivalents.

(c) **Change in Carrier.** Defendants may change carriers so long as the subsequent carrier provides substantially equivalent benefits, including annual deductibles, coinsurance and out-of-pocket maximums, to those now in place. The descriptions of current Health Care Benefits, including the prescription drug coverage programs contained therein, are attached as Exhibits 4a, 4b and 4c, and are to be used as the reference to determine if a change in carriers results in Health Care Benefits that are substantially equivalent to those currently in place. For the prescription drug coverage program benefits to be "substantially equivalent," they shall have the same co-pays. Further, the formulary lists for the same, including for new drugs, must be set only by carriers under their customary provisions, and not set by Defendants (except to the extent that particular benefits, such as fertility programs, are not provided under the current CIGNA Programs).

(d) **No Premium Cost to the Class Member.** The Lifetime Health Care Benefits described above in Sections 4.2 a) and b) shall be provided with no premium charge to the Class Member for the reminder of the life of each Class Member, with the sole exception of a $20 per month premium for Class Members who retired from 1986 through 1993 for each month while such Class Member is aged 62 to 65.

4.3 Lifetime Reimbursement of Medicare Part B Premiums for Class Members. Defendants shall continue to reimburse each month to each Class Member the Medicare Part B premium paid by the Class Member for the remainder of the Class Member's life.

4.4. Withholding for Income or Employment Tax. Defendants will withhold income or employment taxes from Settlement Payments to Class Members as to interest.

4.5. Payment of Class Counsel's Fees and Expenses. Defendants will pay the reasonable and necessary attorney and professional fees and expenses of Class Counsel. Such additional fees are to be calculated by multiplying the hours reasonably worked on the action since March 28, 2011, the date of the last entry on the Plaintiffs' First Application and Motion for Attorneys' Fees and Costs [Docket No. 264], including the settlement thereof, by the reasonable hourly rate of $425 for all attorneys. This payment shall be capped at $525,000 for all hours and expenses through the latter of the Effective Date, as defined in Section 2.11, and

the initial implementation of the Settlement Agreement. For purposes of the capped attorney's fees and expenses, the Parties agree that the initial implementation shall include specifically completion of Section 4.1 Settlement Payments to Class Members and Successor Class Members, including Disputed Settlement Payments. Otherwise, each of the Parties is responsible for that Party's own attorney's fees and expenses and Defendants will not be liable for any attorney's fees or expenses incurred by Plaintiffs or Class Counsel in the initial implementation of the Settlement Agreement.

4.6 Alleged Breach of Settlement Agreement. Before any claim of breach of the Settlement Agreement that is alleged to have occurred after completion of the initial implementation may be filed in Court, the Class Member or Successor Class Member shall first provide Defendants with written notice of the alleged breach and provide Defendants with 90 days to review and respond to the same.

4.7 Representations by Plaintiffs as to Life Insurance Benefits. Plaintiffs represent that they are unaware of any claims as of March 10, 2015 with respect to life insurance benefits under any collective bargaining agreement.

V. Release

5.1. Release. As of the Effective Date, Releasors forever release and discharge each and all of the Released Parties from the Released Claims. Further, Defendants forever release and discharge all of the Releasors and Class Counsel from any and all claims, demands, allegations, damages (including actual, compensatory, punitive, exemplary and nominal damages, fines and penalties) whether known or unknown, contingent or non-contingent, or foreseen or unforeseen, and whether arising under statute, regulation, ordinance, common law, equity or otherwise, that was or could have been asserted in the Action or arising, in whole or in part, out of the facts, occurrences, or transactions involved in the action or the settlement thereof. Notwithstanding the foregoing, no claim that Defendants may have against the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America ("UAW"), including all claims advanced in Case No. 1:11-cv-01080 (W.D. Mich.) and No. 14-1917 (6th Cir.), is released by the Settlement or this Settlement Agreement.

5.2. Covenant Not to Sue. Releasors and Defendants are, without limitation, precluded and estopped from bringing in the future any claim or cause of action released in the preceding paragraph. This covenant not to sue may be raised as a complete defense to, and will preclude and bar, any action or proceeding advancing any of the Released Claims or any other claim that is encompassed by this Settlement Agreement, but does not preclude Releasors or Defendants from enforcing the terms of this Settlement Agreement.

5.3. Waiver of Limitations on Releases. Releasors expressly acknowledge certain principles of law applicable in some states, such as Section 1542 of the Civil Code of the State of California, which provide that a general release does not extend to claims that a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement. Releasors hereby agree that the

provisions of Section 1542 and all similar federal and state laws, rights, rules and legal principles of any other jurisdiction, to the extent applicable, are hereby knowingly and voluntarily waived and relinquished by Releasors.

5.4. Effect of Release and Covenant Not to Sue. The Release applies in addition to, and not in lieu of, any preclusive effect resulting from dismissal of the Complaint with prejudice.

5.5. Dismissal of Pending Appeal. No later than thirty (30) days after the Effective Date, Defendants shall move to dismiss the appeal pending in the United States Court of Appeals for the Sixth Circuit as Case No. 14-2077.

5.6. Materiality. The provisions of this Release constitute an essential and material term of this Settlement Agreement to be included in and approved by the Final Order and Judgment entered by the Court.

VI. General & Miscellaneous Terms

6.1. No Admission of Liability. This Settlement Agreement is a compromise that the Parties enter into for the purpose of settling remaining disputes and avoiding further litigation. The Settlement Agreement is not, and should in no way be construed as, an admission of liability or wrongdoing of any kind by any Defendant, and is not evidence of a lack of conviction in any Party's claims, denials, or defenses in the Action.

6.2. Modifications. Subject to Court approval, the Parties may jointly agree by written amendment to modify the provisions of this Settlement Agreement as they jointly deem necessary to effectuate the intent of this Settlement Agreement.

6.3. Binding Effect of the Settlement Agreement. The terms and provisions of this Settlement Agreement will be binding upon and inure to the benefit of each of the Parties and each of their respective predecessors, privies, insurers, officers, directors, trustees, attorneys, successors, heirs, and assigns.

6.4. Multiple Originals/Counterparts. This Settlement Agreement, including its Exhibits, may be executed in one or more counterpart originals, each of which when so executed will be deemed to be an original and will be binding upon receipt by Class Counsel and Defendants' counsel. Further, an e-mail, facsimile, or hard copy of the Settlement Agreement signed by each of the Parties will be deemed to be an original. Finally, all of the executed originals, including an e-mail, facsimile or hard copy of the executed signature pages of the Settlement Agreement, with the remainder of the Settlement Agreement, taken together will constitute but one instrument.

6.5. Authority of Persons Signing Agreement. The individuals executing this Settlement Agreement for the Parties represent and warrant that they do so with full authority to bind each such Party to the terms and provisions in this Settlement Agreement.

6.6. Entire Agreement. This Settlement Agreement is the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of this Agreement has been made or relied on except to the extent expressly set forth in this Agreement.

6.7. Commitment to Further Support and Further Assurances. Plaintiffs, Class Counsel, Defendants and their counsel agree to recommend approval of this Settlement Agreement to the Court and to the Class Members and to undertake their best efforts, including all reasonable steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement. Each Party will execute, have acknowledged, and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intent and purpose of this Settlement Agreement.

6.8. Costs. Defendants will bear the costs and expenses for the mailing of the Class Notice to the Class Members and Class Member Successors and Defendants will pay Class Counsel's fees and expenses pursuant and subject to Section 4.5 *supra*. Each of the Parties will be responsible for their own expenses and costs, if any, not covered by Sections 4.5 and 6.8.

6.9. Section and Article Titles. The headings in this Settlement Agreement are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Settlement Agreement or the intent of its provisions.

6.10. No Presumption Against Drafter. None of the Parties will be considered to be the drafter or draftsperson of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

6.11. Confidentiality. The addresses, social security numbers, and other personal data concerning the Class Members will remain confidential (except as to the individual Class Member or Class Member Successor to which the personal information identifies, Class Counsel, Defendants, and Defendants' counsel) and will be sealed and not released outside the Court, except as ordered by the Court. The Parties will not disparage, demean, or criticize the Settlement Agreement, any of the Parties, or any representative, attorney, or agent of the Parties with respect to the Settlement, the Action, or the subject matter of the Action.

6.12. Waivers. The waiver by any Party of any breach of this Settlement Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous to this Settlement Agreement.

6.13. Extensions of Time. The Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

6.14. Deadlines Falling on Weekends or Holidays. To the extent any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline will be continued until the following business day.

6.15. Notices. Whenever this Settlement Agreement requires or contemplates that one Party will give notice to another, notice will be provided by email and by next-day express delivery as follows:

a) **If to Plaintiffs and/or the Class Members:**

Michael L. Fayette, Esq.
Pinsky, Smith, Fayette & Kennedy, LLP
146 Monroe Ctr. NW, Suite 805,
Grand Rapids, Michigan 49503-2824

b) **If to Defendants:**

Jack F. Fuchs, Esq.
Thompson Hine LLP
312 Walnut Street, Suite 1400
Cincinnati, OH 45202

c) Each Party may substitute a designated recipient upon written notice to the other.

6.16. Tax Consequences. No opinion concerning the tax consequences of the Settlement or Settlement Agreement is being given or will be given by any Defendant, counsel to any Defendant, or Class Counsel to individual Class Members or Class Member Successors. No representation or warranty concerning the tax consequences of the Settlement or Settlement Agreement is being made by virtue of this Settlement Agreement. Each Class Member's and Class Member Successor's tax obligations and the determination thereof are the sole responsibility of the Class Member of Class Member Successors, particularly inasmuch as tax consequences may vary depending upon the circumstances of each individual Class Member or Class Member Successor. Defendants are not responsible for any tax consequences incurred by a Class Member or Class Member Successor under the terms of the Settlement or Settlement Agreement.

6.17. Agreement Governs Over Notice. To the extent there is any inconsistency between this Settlement Agreement and any notice (including without limitation the Class Notice), this Settlement Agreement will govern and operate to define the rights and obligations of the Parties.

6.18. Availability of Settlement Agreement on Internet. Upon issuance of the Preliminary Approval Order by the Court, Class Counsel will arrange to make available a copy of this Settlement Agreement to Class Members by clicking a link at the bottom of the webpage located at www.psfklaw.com.

6.19. Court's Continuing Jurisdiction. Without altering the finality of any of the Court's orders and judgments, the Court will retain exclusive jurisdiction over Plaintiffs, Defendants, Class Members, Class Member Successors, and the Action with respect to matters arising out of or connected with the Settlement Agreement, so that the Court may issue such orders as may be necessary to implement the terms of the Settlement Agreement.

Date: March 24, 2015

Willard Bender
Willard Bender

Donald R. Lampe
Donald Lampe

Carolyn Conner
Carolyn Conner

James Taylor
James Taylor

Roger Smoker
Roger Smoker

LeRoy Leister
Leroy Leister

Newell Operating Company

By: [signature]

Its: Corporate Secretary

Newell Window Furnishings, Inc.

By: Robyn Farmer

Its: Asst. Secretary

Newell Rubbermaid Health and Welfare Program 506

By: [signature]

Its: Secretary

Exhibit 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLARD BENDER, *et al.*,	:	Case No. 1:06-cv-00113-RJJ
Plaintiffs,	:	Honorable Robert J. Jonker
vs.	:	
NEWELL WINDOW FURNISHINGS, *et al.*,	:	
Defendants.	:	

IMPORTANT NOTICE REGARDING
PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

TO MEMBERS of the following CLASS:

All former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employees at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, and their spouses, surviving spouses and eligible dependents.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS, INCLUDING YOUR RETIREE HEALTHCARE BENEFITS, MAY BE AFFECTED BY PROCEEDINGS IN THIS LAWSUIT.

This notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Western District of Michigan, in Grand Rapids. The purpose of this notice is to inform you of the pendency and the proposed settlement of a class action lawsuit and of the hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed settlement. This notice is not intended to be, and it should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the lawsuit or the merits of the claims or defenses asserted by the parties. This notice describes the rights you may have in connection with the proposed settlement and what steps you may take in relation to the proposed settlement and this class action lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU HAVE THE OPTION TO DO NOTHING: NO ACTION IS NECESSARY TO QUALIFY TO RECEIVE BENEFITS	You do not need to do anything to receive the benefits provided by the proposed settlement.
YOU CAN OBJECT IN WRITING	You can write the Court about why you do not like or object to the proposed settlement.
YOU CAN GO TO A HEARING	**You can ask to speak in Court about the fairness of the proposed settlement, but only if you first object in writing before the deadline set below.**

OBJECTIONS

As described below, the Court has set a hearing to consider the proposed settlement. In order to be heard at the hearing, or if you desire to object to the proposed settlement, **YOU MUST FILE ANY OBJECTIONS TO THE PROPOSED SETTLEMENT WITH THE CLERK OF THE COURT, POSTMARKED NO LATER THAN _____, 2015.** This process is described in greater detail below.

INTRODUCTION

Plaintiffs filed this class action lawsuit on behalf of all persons who are former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employees at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, and their spouses, surviving spouses and eligible dependents. Plaintiffs asserted that Defendants Newell Operating Company, Newell Window Furnishings, Inc. and the Newell Rubbermaid Health and Welfare Program 506 were not permitted to impose certain premiums and make other changes in healthcare benefits as of January 1, 2006, and freeze certain reimbursements of Medicare Part B premiums.

The proposed settlement is the result of lengthy litigation and strenuous negotiations between Defendants, Class Counsel, and the Class Representatives. Although Defendants and Plaintiffs believe in the merits of their respective positions, all parties also recognize the uncertainties and risks of the issues remaining in this litigation. If Defendants were to prevail on the remaining issues, some Class Members might receive no or limited reimbursements and no or limited prescription drug coverage and continued health care benefits might be placed at risk, a very serious risk that Plaintiffs and Class Counsel weighed during the course of negotiations.

SETTLEMENT

As a result of the settlement negotiations, Plaintiffs and Defendants have agreed to a settlement that, if approved by the Court, will be a full and final settlement of the claims of all Class Members against Defendants asserted in the lawsuit. The specific terms of the proposed settlement are contained in the Settlement Agreement.

If the settlement is approved by the Court, the Class Members will not be able to sue Defendants to attain certain reimbursements or certain post-retiree health care benefits under the Plan beyond those provided by the Settlement Agreement. The Class would be a non-opt out Class.

A copy of the entire Settlement Agreement (without exhibits) is available at the Court, Clerk's Office, 399 Federal Building, 110 Michigan St. NW, Grand Rapids, Michigan 49503 and at the office of Class Counsel, Michael L. Fayette, Pinsky, Smith, Fayette & Kennedy, 146 Monroe Center Street NW, Suite 805, Grand Rapids, Michigan 49503. The Settlement Agreement is also available by clicking the link at the bottom of the webpage located at www.psfklaw.com. You should rely on the Settlement Agreement in its entirety. In the event of any inconsistency between the summary below and the Settlement Agreement, the Settlement Agreement will govern.

Class Counsel and the Plaintiffs have reviewed the terms of the proposed settlement thoroughly and believe it to be in the best interests of the Class Members. The proposed settlement is designed to provide: 1) all Class Members with lifetime reimbursement of the appropriate monthly Medicare Part B premium, including any unpaid reimbursement since August 2000; and 2) all Class Members who retired prior to 1994 with certain lifetime retiree health care benefits, monetary payment for the reimbursement of certain previously unpaid benefits

since January 2006, and monetary reimbursement of certain premiums not previously reimbursed. Defendants express no opinion as to the taxability of the reimbursement and assume no liability for any tax effect on Class Members.

1. Lifetime Retiree Health Care Benefits.

Defendants have agreed to continue to provide healthcare benefits Class Members who retired prior to 1994, their spouses, surviving spouses and eligible dependents, under the Plan's current CIGNA Programs in place since January 1, 2013 (or a substantially equivalent program if the carrier is changed), which include prescription drug benefits with formularies for prescription drugs that are set by the carrier under the carrier's customary provisions. No premium shall be charged for these health care benefits, except that Class Members who retired from 1986 through 1993 will be charged $20 per month while they are aged 62 to 65.

2. Premium and Benefit Reimbursements.

Defendants have agreed to pay Class Members, their spouses, surviving spouses and eligible dependents, who retired prior to 1994 (i) their respective total premium payments since January 1, 2006 that have not previously been reimbursed, except for $20 per month for each month for Class Members who retired from 1986 through 1993 while they are aged 62 to 65; and (ii) benefits not reimbursed in accordance with the CIGNA Programs since January 1, 2006 (including underpayment of outpatient procedures).

3. Medicare Part B Reimbursements.

Defendants also have agreed to pay to all Class Members Medicare Part B reimbursements at the appropriate levels to the extent they have not been fully paid since August 1, 2000 to the Class Member or to the Class Member's successor, and to continue to make appropriate Medicare Part B reimbursements for the life of each Class Member.

4. When the Reimbursements Will Be Made.

Within sixty (60) days of the Effective Date of approval by the Court of the Settlement Agreement, payments of premium reimbursements and Medicare Part B premium reimbursements will be made to Class Members. Payment of benefits not reimbursed in accordance with the CIGNA Programs since January 1, 2006 will be paid to Class Members as soon as reasonably feasible after the Effective Date. If the Class Member is not alive, payments will be made, if known: (1) to any surviving spouse; (2) if there is no surviving spouse, to the known estate of a deceased Class Member; and, (3) for deceased Retirees only, if there is no surviving spouse and no known estate is currently open for the deceased Retiree, the beneficiaries of record from the Retiree's life insurance beneficiary designation.

5. Settlement Payment Reimbursements Not Made Or Claimed to Be Erroneously Calculated.

If a Class Member or successor does not receive or disputes a settlement payment, a claim will be reviewed and, if appropriate, paid upon receipt of a request for payment which may be obtained from Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328. Such claims must be made within one year from the Effective Date of the Settlement.

6. Fees for Class Counsel.

Under the terms of the Settlement Agreement, each Party agrees to pay its own attorney's fees and expenses, although Defendants will pay for Class Counsel's fees and expenses incurred in this lawsuit at an hourly rate of $425, subject to an additional maximum of $525,000. The payment of attorney's fees will not affect your benefits under the Settlement. Defendants are paying for a copy of this notice to be sent to all known Class Members.

7. Requesting Copies of the Settlement Agreement and Information.

Class Members may request copies of the Settlement Agreement or other information regarding this class action lawsuit or this proposed settlement from Class Counsel, Michael L. Fayette, Pinsky, Smith, Fayette & Kennedy, LLP, 146 Monroe Center Street, NW, Suite 805, Grand Rapids, Michigan 49503. As noted above, a copy of the Settlement Agreement can be viewed by clicking the link at the bottom of the webpage located at www.psfklaw.com.

The Settlement Agreement may also be inspected during business hours in the Office of the Clerk of the Court for the United States District Court for the Western District of Michigan, 399 Federal Building, 110 Michigan Street, NW, Grand Rapids, MI 49503 and at the offices of Class Counsel (identified above).

NOTICE OF SETTLEMENT HEARING ON PROPOSED SETTLEMENT

The Court has scheduled a hearing before the Honorable Judge Robert J. Jonker at 401 Federal Building, 110 Michigan Street, NW, Grand Rapids, Michigan, 49503 at _:00 __ Eastern Standard Time on _____, 201_. The purpose of that hearing will be to determine the following: (1) whether the Settlement Agreement and the proposed settlement should be approved as fair, reasonable and adequate to the Class Members; and (2) whether this class action lawsuit should be dismissed with prejudice and Defendants should be released from the claims outlined in the Settlement Agreement, including the claims that were asserted in this class action lawsuit. You are not required to attend the hearing. Class Counsel will attend the hearing on behalf of the Class Members. However, if you want to attend, you may appear at the hearing, with or without your own lawyer. Class Members do not have the right to request exclusion from the class action. However, any Class Member who objects to the Settlement Agreement or to the proposed settlement will have an opportunity to tell the Court why he or she believes that the proposed settlement should not be approved. **No**

person will be heard at the hearing, however, unless he or she files an objection in writing with the Court postmarked on or before _____ 201_. Any Class Member who does not file a written objection required by this notice shall be deemed to have waived his or her objection(s) and shall be forever barred and precluded from making any objection to the fairness or adequacy of the Settlement Agreement or the proposed settlement. **Any objection should bear the following heading:** "*Willard Bender, et al. v. Newell Window Furnishings, et al*., Case No. 1:06-CV-00113, Objections to Proposed Settlement Agreement." The objection should be mailed to the Clerk of the Court, United States District Court for the Western District of Michigan, 399 Federal Building, 110 Michigan Street, NW, Grand Rapids, MI 49503, with copies mailed to (a) Class Counsel, Michael L. Fayette, Esq., Pinsky, Smith, Fayette & Kennedy, 146 Monroe Center Street, NW, Suite 805, Grand Rapids, MI 49503; and (b) Defendants' counsel, Jack F. Fuchs, Esq., Thompson Hine LLP, 312 Walnut Street, Suite 1400, Cincinnati, Ohio 45202.

If, after the hearing, the Court determines that the Settlement Agreement and the proposed settlement are fair and reasonable and in the best interests of Class Members, the Court will enter a final judgment approving the settlement. Once final, that judgment will be binding on all Class Members, including those who filed objections and those who did not.

Exhibit 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLARD BENDER, *et al.*,	:	Case No. 1:06-cv-00113-RJJ
Plaintiffs,	:	Honorable Robert J. Jonker
vs.	:	
NEWELL WINDOW FURNISHINGS, *et al.*,	:	
Defendants.	:	

ORDER

This matter is before the Court on the Parties' Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Approval of Proposed Class Notice [Docket # ___]. A hearing on the motion took place on _____ __, 201_. The Court has thoroughly reviewed the record, including without limitation the Joint Motion and supporting materials, and carefully considered the applicable law.

The Joint Motion is ready for decision.

Background

The Parties' dispute concerns the nature and scope of retiree health benefits under a series of collective bargaining agreements ("CBA") through 1998. The dispute gave rise in 2006 to a class action lawsuit against Defendants by Plaintiffs who represent a Class that has been certified as consisting of "[a]ll former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employees at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, and their spouses, surviving spouses and eligible dependents."

The Court earlier granted summary judgment in favor of the Plaintiff Class regarding Plaintiffs' entitlement to vested retiree healthcare benefits from Defendants and denied Defendants' Motions for Summary Judgment. The Court entered Judgment on February 2, 2011, [Docket # 261], and entered a Corrected Judgment on February 4, 2011. [Docket # 262]. As part of the Corrected Judgment, the Court awarded money judgments to the named Plaintiffs and declared that the Class was entitled to vested, fully paid, lifetime retiree healthcare benefits from Defendants that were in place at the time of each Class Member's retirement, subject to retirement grouping. The Judgment and Corrected Judgment were affirmed by the United States Court of Appeals for the Sixth Circuit, while the United States Supreme Court declined to grant *certiorari* to review.

The Court recently addressed post-judgment issues, for which an appeal is currently pending in the United States Court of Appeals for the Sixth Circuit. The Parties have engaged on multiple occasions in mediations and settlement negotiations throughout the pendency of this action. Most recently, counsel for the Parties participated in mediation with the mediator's office of the United States Court of Appeals for the Sixth Circuit on November 4, 2014.

The Parties have reached a proposed settlement after the mediation, which is memorialized in a Settlement Agreement that has been filed. [Docket # ___]. The Parties seek preliminary approval of the proposed Settlement Agreement. The Parties also seek approval of the proposed class notice. [Docket # ___]. The Parties note that Class Representative Rose Ann Rohr has passed away. Ms. Rohr was the sole Class Representative who retired prior to 1986. Counsel for Plaintiffs have proposed that Leroy Leister, who retired in December 1982, be

appointed as a Class Representative as a replacement for Ms. Rohr. Mr. Leister has advised that he is willing to serve as a Class Representative. Defendants concur in this proposal.

Discussion

In federal practice, the process of approving a class action settlement involves two steps:

> First, counsel submit the proposed terms of settlement and the court makes a preliminary fairness evaluation . . . . If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment to class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice under Rule 23(e) be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Manual for Complex Litigation, § 30.41, at 236-37 (3d ed. 1995). In deciding a motion for preliminary approval of a settlement under Rule 23, the Court "[c]onducts a threshold examination of the overall fairness and adequacy of the settlement in light of the likely outcome and the cost of continued litigation." *In re Inter-Op Hip Prosthesis Liability Litigation*, 204 F.R.D. 330, 350 (N.D. Ohio 2001). The Court **HOLDS** that the proposed Settlement Agreement satisfies this threshold examination. The fundamental elements of the settlement reflect the complexity of the case and balance the interests of multiple constituencies. The Court is persuaded that key terms of the settlement reasonably reflect the potential risks and rewards that would result from further pursuit of the litigation post-judgment and on appeal.

The Court **FINDS** that no reason exists to doubt that the Parties reached the proposed settlement in good faith. There is no indication of fraud or collusion on this record. Plaintiffs are represented by able and experienced counsel. The individual named Plaintiffs and Class Counsel endorse the settlement.

Form of Notice

The Parties have filed a proposed form of notice to be mailed to individual class members. Proper notice of a proposed settlement under Rule 23(e) "must inform class members (1) of the nature of the pending litigation, (2) of the settlement's general terms, (3) that complete information is available from the court files, and (4) that any class member may appear and be heard at the Fairness Hearing." *Herbert Newberg & Alba Conte*, Newberg on Class Actions, § 11:53 (4th ed. 2002). The proposed form of notice meets each of these requirements. The proposed form of notice and the proposed method of dissemination are "reasonably calculated . . . to apprize interested Parties of the pendency of the settlement proposed and to afford them the opportunity to present their objections." *Id.* The Court finds the proposed form and method of notice to be proper. Where the notice contains blanks for dates to be added, the Parties should add the dates consistent with this Order before serving the notice. Counsel for Defendants shall serve the notice on the members of the class and file a certification once the notice has been served.

Conclusion

For these reasons, the Court concludes that preliminary approval of the Settlement Agreement and the proposed form and method of notice are appropriate.

ACCORDINGLY, IT IS ORDERED:

1. The Parties' Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Proposed Class Notice [Docket # ___] is **GRANTED**.

2. Defendants shall serve notice to the individual class members, and counsel for Defendants shall file the proof of service with the Court, no later than ____ __, 2015.

3. Objections must be filed with the Clerk of the Court, postmarked no later than ____ __, 2015.

4. A Fairness Hearing is scheduled for ____ __, 2015, at _:__ _.m., at 699 Federal Building, 110 Michigan Street, N.W., Grand Rapids, Michigan, before the undersigned.

5. That Leroy Leister is approved as a Class Representative for purposes of this settlement.

Dated: ____ __, 2015

_____
THE HONORABLE ROBERT J. JONKER
UNITED STATES DISTRICT JUDGE

Exhibit 3

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLARD BENDER, *et al.*,	:	Case No. 1:06-cv-00113-RJJ
Plaintiffs,	:	Honorable Robert J. Jonker
vs.	:	
NEWELL WINDOW FURNISHINGS, *et al.*,	:	
	:	
Defendants.	:	

FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT AGREEMENT

On ____ __, 2015, the Court approved preliminarily the Parties' proposed settlement of this mandatory class action [Docket # __]. The Parties timely filed proof of service of notice of the proposed settlement to the individual Class Members, who had an opportunity to file any objections in writing [Docket # __].

A fairness hearing on the proposed settlement took place before the Court on ____ __, 201_. During the fairness hearing, Class Counsel, counsel for Defendants, the Plaintiffs, and Class Members who sought to object to the proposed Settlement, all had an opportunity to speak and to present evidence in support of their positions on the record in open court.

Based on all matters of record, and for the reasons the Court stated in detail on the record during the fairness hearing, the Court concludes that the settlement is fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2). The Court incorporates its bench ruling in full in this Order.

The Court emphasizes that the Settlement readily satisfies the factors that guide the fairness inquiry under the principles set forth in *International Union, United Automobile, Aerospace, and*

Agricultural Implement Workers of America v. General Motors Corp., 497 F.3d 615, 631 (6th Cir. 2007). The Court finds no hint of fraud or collusion. *Id.* To the contrary, the Parties have actively and thoroughly litigated and negotiated the issues during the pendency of this case.

The "complexity, expense and likely duration of the litigation," which are and have been substantial in this case, favor settlement. *Id.* The Parties both engaged in extensive discovery, motions and appeals, and fully understand the potential risks and rewards of further litigation of the case. *Id.* In particular, all Parties have had several years to explore the factual bases of settlement.

An appeal is pending on the remedies that this Settlement resolves. It is uncertain as to which of the Parties will prevail on the merits of the pending appeal. *Id.*

Class Counsel and the Class representatives all support the Settlement. *Id.* The individual Class members have had ample opportunity to object to the Settlement [and no members of the Class raised an objection/the objections to the Settlement are overruled on the ground(s) that _____]. *Id.* In issuing this Judgment, the Court further notes that public policy favors settlement of class actions. *Id.* at 631-32.

The settlement in this case is fair, reasonable, and adequate.

ACCORDINGLY, IT IS ORDERED AND ADJUDGED:

The proposed Settlement Agreement [Docket # __] is **APPROVED;**

This Order is the **FINAL JUDGMENT** in this action; and,

The Court retains jurisdiction over this case solely to enforce the terms of the Settlement Agreement and Settlement.

Dated: ____ __, 2015_

_____
THE HONORABLE ROBERT J. JONKER,
UNITED STATES DISTRICT JUDGE

Exhibit 4a

CIGNA HealthCare

Comprehensive Indemnity Medical Benefits

The Schedule

Plan IN3K and IN3UK Effective 1/1/13

This document printed in November, 2014 takes the place of any documents previously issued to you which described your benefits.

This Schedule is part of the Summary Plan Description for the Newell Rubbermaid Medical Plan for Retirees (the "Plan") and contains eligibility and benefit information for specific Classes of Eligible Employees.

Classes of Eligible Employees

If you were a member of one of the following Classes of Eligible Employees and you were entitled to retiree medical benefits under the Newell Rubbermaid Medical Plan for Retirees as of December 31, 2010, your coverage is described under this Schedule (Plan IN3K and IN3UK). *If you are not a member of one of these classes, please contact the Plan Administrator for the Schedule applicable to your Class.*

- Retired Union Hourly Employees of the Kirsch division located in Sturgis, MI age 65 and over (Newell Rubbermaid classes 827072, 827074)
- Retired Union Hourly Employees of the Kirsch division located in Sturgis, MI under age 65 (Newell Rubbermaid classes 827071, 827073); and

To the extent permitted by law, these benefits may be amended, modified or terminated at the discretion of the Plan Sponsor.

For You and Your Dependents

To receive Comprehensive Indemnity Medical Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for services and supplies. That portion is the Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for Covered Expenses that the plan will pay.

Deductibles

Deductibles are expenses to be paid by you or your Dependent. Deductible amounts are separate from and are in addition to any Coinsurance.

Out of Pocket Expenses

Out-of-Pocket Expenses are Covered Expenses incurred for charges for which no payment is provided because of the coinsurance factor and any inpatient hospital facility copayments or deductibles, outpatient facility copayments or deductibles and MRI/PET/CAT Scan copayments or deductibles. However, charges for Covered Expenses incurred for or in connection with a) non-compliance penalties, or b) in excess of the Maximum Reimbursable Charge levels will not accumulate toward the Out-of-Pocket Maximums and benefits for such expenses will not be increased. Once the out-of-pocket maximum as shown in The Schedule has been reached, benefits for accident or sickness are payable at 100%.

CIGNA HealthCare

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

Assistant Surgeon and Co-Surgeon Charges

Assistant Surgeon
The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed 20 percent of the surgeon's allowable charge. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible amounts.)

Co-Surgeon
The maximum amount payable will be limited to charges made by co-surgeons that do not exceed 20 percent of the surgeon's allowable charge plus 20 percent. (For purposes of this limitation, allowable charge means the amount payable to the surgeons prior to any reductions due to coinsurance or deductible amounts.)

Comprehensive Indemnity Plan Benefits
The Schedule (Plan IN3K and IN3UK)

BENEFIT HIGHLIGHTS	
Lifetime Maximum	$150,000
Coinsurance Levels	80% of the Maximum Reimbursable Charge
Calendar Year Deductible Individual Family **Individual Calculation** Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the coinsurance.	 $150 $300

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Out-of-Pocket Maximum	
Individual Family	$1,500 $3,000
Individual Calculation Family members meet only their individual OOP and then their claims will be covered at 100%; if the family OOP has been met prior to their individual OOP being met, their claims will be paid at 100%.	
Includes Coinsurance Includes Deductible	Yes No
Physician's Services	
Primary Care Physician's Office visit	80% after plan deductible
Specialty Care Physician's Office Visits Consultant and Referral Physician's Services **Note:** OB/GYN provider is considered a Specialist.	80% after plan deductible
Surgery Performed In the Physician's Office	100% after plan deductible
Second Opinion Consultations (provided on a voluntary basis)	80% after plan deductible
Allergy Treatment/Injections	80% after plan deductible
Allergy Serum (dispensed by the physician in the office)	80% after plan deductible
Preventive Care (applicable to those enrolled in the IN3UK Plan)	
Routine Preventive Care through age 2 (including immunizations)	80% after plan deductible **Note:** x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Routine Preventive Care age 3 and above (Including immunizations)	80% after plan deductible
Mammograms, PSA, Pap Smear and Colorectal Cancer Screenings (applicable to those enrolled in the IN3U Plan) **Note:** Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	80% after plan deductible if billed by an independent diagnostic facility or outpatient hospital. **Note:** The associated wellness exam is covered at 80% after plan deductible
Preventive Care (applicable to those enrolled in the IN3K Plan) Routine Preventive Care through age 2 (including immunizations)	80% after plan deductible **Note:** x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.
Routine Preventive Care age 3 and above (Including immunizations)	Not Covered
Mammograms, PSA, Pap Smear and Colorectal Cancer Screenings (applicable to those enrolled in the IN3K Plan) **Note:** Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	80% after plan deductible **Note:** The associated wellness exam is not covered
Inpatient Hospital - Facility Services Bed and Board Limit: Semi-Private Room and Board Private Room Special Care Units (ICU/CCU)	80% after plan deductible Limited to the semi-private room rate Limited to the semi-private room rate Limited to the ICU/CCU daily room rate
Outpatient Facility Services Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room.	100% after plan deductible
Inpatient Hospital Physician's Visits/Consultations	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Inpatient Hospital Professional Services Surgeon Radiologist Pathologist Anesthesiologist	80% after plan deductible
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	100% after plan deductible
Emergency and Urgent Care Services	
Physician's Office Visit	80% after plan deductible
Hospital Emergency Room	80% after plan deductible
Outpatient Professional services (radiology, pathology and ER Physician)	80% after plan deductible
Urgent Care Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
X-ray and/or Lab performed at the Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit	80% after plan deductible
Independent x-ray and/or Lab Facility in conjunction with an ER visit	80% after plan deductible
Ambulance	80% after plan deductible
Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities Calendar Year Maximum: 90 days combined	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Laboratory and Radiology Services (includes pre-admission testing)	
Advanced Radiological Imaging (i.e. MRIs, CAT Scans and PET Scans)	100% after plan deductible
Other Laboratory and Radiology Services:	
Physician's Office Visit	100% after plan deductible
Outpatient Hospital Facility	100% after plan deductible
Independent X-ray and/or Lab facility	100% after plan deductible
Outpatient Short-Term Rehabilitative Therapy Calendar Year Maximum: 60 visits for Speech and Occupational therapies combined Unlimited visits all other therapies Includes: Cardiac rehab Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy	80% after plan deductible
Chiropractic Services Calendar Year Maximum $750 Lifetime Maximum $3,000	80% after plan deductible
Home Health Care Calendar Year Maximum: 60 days *(includes outpatient private nursing when approved as medically necessary)*	80% after plan deductible
Hospice	
Inpatient Services	80% after plan deductible
Outpatient Services	80% after plan deductible
Bereavement Counseling	
Services Provided as part of Hospice Care	Not covered
Services Provided by Mental Health Professional	Covered under Mental Health benefit

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Maternity Care Services	
Initial Visit to Confirm Pregnancy	80% after plan deductible
All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)	80% after plan deductible
Physician's Office Visits in addition to the global maternity fee when performed by an OB or Specialist	80% after plan deductible
Delivery - Facility (Inpatient Hospital, Birthing Center)	80% after plan deductible
Abortion Includes elective and non-elective procedures	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Family Planning Services	
Office Visits, Lab and Radiology Tests and Counseling	80% after plan deductible (for those enrolled in the IN3UK plan) Not covered (for those enrolled in the IN3K plan)
Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)	
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Physician's Office	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Infertility Treatment Services Not Covered include: • Testing performed specifically to determine the cause of infertility. • Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition). • Artificial means of becoming pregnant (e.g. Artificial Insemination, In-vitro, GIFT, ZIFT, etc). **Note:** Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.	Not covered
Organ Transplant Includes all medically appropriate, non-experimental transplants	
Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Lifetime Travel Maximum: $10,000 per transplant	No charge (only available when using Lifesource facility)
Durable Medical Equipment Includes a maximum of 2 Jobst garments per calendar year	80% after plan deductible
External Prosthetic Appliances	80% after plan deductible
Nutritional Evaluation Calendar Year Maximum: 3 visits	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
TMJ Surgical and Non-surgical	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Obesity/Bariatric Surgery **Note:** Coverage is provided subject to medical necessity and clinical guidelines subject to any limitations shown in the "Exclusions, Expenses Not Covered and General Limitations" section of this certificate.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Coinsurance charges for obesity surgery will not accumulate to the plan out-of-pocket maximum.	
Routine Foot Disorders	Not covered except for services associated with foot care for diabetes and peripheral vascular disease.

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Treatment Resulting From Life Threatening Emergencies Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance abuse expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.	
Mental Health and Substance Abuse	
Inpatient	80% after plan deductible
Outpatient (includes Individual, Group and Intensive Outpatient Therapies)	80% after plan deductible

CIGNA HealthCare

Prescription Drug Benefits

The Schedule

Plan IN3K and IN3UK Effective 1/1/11

For You and Your Dependents

This plan provides Prescription Drug benefits for Prescription Drugs and Related Supplies provided by Pharmacies as shown in this Schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for Prescription Drugs and Related Supplies for each 30-day supply at a retail pharmacy or each 90-day supply at a mail order pharmacy. That portion is the Copayment, Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for covered Prescription Drugs and Related Supplies that the plan will pay.

BENEFIT HIGHLIGHTS	PARTICIPATING PHARMACY	Non-PARTICIPATING PHARMACY
Prescription Drugs		
Generic* drugs on the Prescription Drug List	No charge per prescription order or refill	80% per prescription order or refill
Brand drugs on the Prescription Drug List	80% per prescription order or refill	80% per prescription order or refill
* Designated as per generally-accepted industry sources and adopted by CG		
Mail-Order Drugs		
Generic* drugs on the Prescription Drug List	85% per prescription order or refill with a $20 minimum and a $280 maximum charge.	In-network coverage only
Brand drugs on the Prescription Drug List	85% per prescription order or refill with a $20 minimum and a $280 maximum charge.	In-network coverage only
* Designated as per generally-accepted industry sources and adopted by CG		

CIGNA HealthCare

Additional Provisions Relating To Your Benefits:

Coordination Of Benefits

This section applies if you or any one of your Dependents is covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan.

Coverage under this Plan plus another Plan will not guarantee 100% total reimbursement.

Definitions

For the purposes of this section, the following terms have the meanings set forth below:

Plan

Any of the following that provides benefits or services for medical care or treatment:

- Group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public nor is individually underwritten including closed panel coverage.
- Coverage under Medicare and other governmental benefits as permitted by law, excepting Medicaid and Medicare supplement policies.
- Medical benefits coverage of group, group-type, and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

Closed Panel Plan

A Plan that provides medical or dental benefits primarily in the form of services through a panel of employed or contracted providers, and which limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

Primary Plan

The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.

Secondary Plan

A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.

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Reasonable Cash Value

An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service if rendered under similar or comparable circumstances by other health care providers located within the immediate geographic area where the health care service was delivered.

Order of Benefit Determination Rules

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers a person as an enrollee or an employee shall be the Primary Plan and the Plan that covers that person as a Dependent shall be the Secondary Plan;
- For a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan which covers the parent whose birthday falls first in the calendar year;
- For the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the spouse of the parent with custody of the child;
  - then, the Plan of the noncustodial parent of the child, and
  - finally, the Plan of the spouse of the parent not having custody of the child.

GM6000 MOB2

- The Plan that covers you as an active employee (or as that employee's Dependent) shall be the Primary Plan and the Plan that covers you as laid-off or retired employee (or as that employee's Dependent) shall be the secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- The Plan that covers you under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers you as an active employee or retiree (or as that employee's Dependent) shall be the Primary Plan. If the other Plan does not have a

similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.

- If one of the Plans that covers you is issued out of the state whose laws govern this Policy, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the Plan that has covered you for the longer period of time shall be primary.

When coordinating benefits with Medicare, this Plan will be the Secondary Plan and determine benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above, will be used to determine how benefits will be coordinated.

Effect on the Benefits of This Plan if You are Age 65 and over

When this Plan is the Secondary Plan, it will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount by the benefits payable under all other Plans for that expense. As a result, this Plan will pay only enough so that the total amount of benefits payable under all Plans for an expense equals the amount that would have been paid if this Plan were the only coverage available. If the amount of benefits payable under all other Plans exceeds the amount payable under this Plan, this Plan will pay nothing.

When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service rendered will be considered both an expense incurred and a benefit payable.

Effect on the Benefits of This Plan if You are Under Age 65

When this Plan is the Secondary Plan, the Plan's benefit payment calculation will depend upon whether you are eligible for Medicare when you incur a Covered Expense.

- If you *are not* eligible for Medicare, this Plan will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount by the benefits payable under all other Plans for that Covered Expense. As a result, this Plan will pay only enough so that the total amount of benefits payable under all Plans for the Covered Expense equals the amount that would have been paid if this Plan were the only coverage available. If the amount of benefits payable under all other Plans exceeds the amount payable under this Plan, this Plan will pay nothing.
- If you *are* eligible for Medicare, this Plan will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount as necessary so that the total benefits paid for that Covered Expense by all Plans are not more than 100% of the Covered Expense. If the amount of benefits payable under all other Plans exceeds the total amount of the Covered Expense, this Plan will pay nothing.

When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service rendered will be considered both an expense incurred and a benefit payable.

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Recovery of Excess Benefits

If CG pays charges for services and supplies that should have been paid by the Primary Plan, CG will have the right to recover such payments.

CG will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments were made by any insurance company, healthcare plan or other organization. If we request, you shall execute and deliver to us such instruments and documents as we determine are necessary to secure the right of recovery.

Right to Receive and Release Information

CG, without consent or notice to you, may obtain information from and release information to any other Plan with respect to you in order to coordinate your benefits pursuant to this section. You must provide us with any information we request in order to coordinate your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, you will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

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Medicare Eligibles

Medicare Parts A and B

If you or any one of your Dependents is covered both under this plan and Medicare, CG will pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to age or disability.

CG will also pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to End Stage Renal Disease, but only after that person has been eligible for Medicare for 30 months. A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective, even if the person does not then enroll in Medicare.

If you or any one of your Dependents is eligible for, but not enrolled in, Medicare (whether due to age, disability or End Stage Renal Disease), CG will treat that person as if enrolled in Medicare. Where CG would pay as the Secondary Plan if a person had enrolled in Medicare, benefits will be reduced as though Medicare had paid a Medicare-eligible expense.

Medicare Part D

If you enroll in a Medicare Part D prescription drug plan, your medical and prescription drug insurance under this Plan will terminate as of the date you become covered under the Medicare Part D plan. In this case, you will not be eligible to re-enroll in this Plan at any time in the future. Your enrollment in a Medicare Part D plan will not affect coverage for your Dependent.

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If your Dependent (but not you) enrolls in a Medicare Part D plan, medical and prescription drug insurance for that Dependent under this Plan will terminate as of the date that Dependent becomes covered under the Medicare Part D plan. In this case, that Dependent will not be eligible to re-enroll in this Plan at any time in the future.

Termination of Insurance

In addition to the Termination terms listed in the certificate, you will cease to qualify for the insurance (and your insurance will cease) on the date you reach your lifetime maximum benefit or on the date you become enrolled in a Medicare Part D prescription drug plan.

Exhibit 4b

CIGNA HealthCare

Comprehensive Indemnity Medical Benefits

The Schedule

Plan IN3K and IN3UK Effective 1/1/13

This document printed in November, 2014 takes the place of any documents previously issued to you which described your benefits.

This Schedule is part of the Summary Plan Description for the Newell Rubbermaid Medical Plan for Retirees (the "Plan") and contains eligibility and benefit information for specific Classes of Eligible Employees.

Classes of Eligible Employees

If you were a member of one of the following Classes of Eligible Employees and you were entitled to retiree medical benefits under the Newell Rubbermaid Medical Plan for Retirees as of December 31, 2010, your coverage is described under this Schedule (Plan IN3K and IN3UK). *If you are not a member of one of these classes, please contact the Plan Administrator for the Schedule applicable to your Class.*

- Retired Union Hourly Employees of the Kirsch division located in Sturgis, MI age 65 and over (Newell Rubbermaid classes 827072, 827074)
- Retired Union Hourly Employees of the Kirsch division located in Sturgis, MI under age 65 (Newell Rubbermaid classes 827071, 827073); and

To the extent permitted by law, these benefits may be amended, modified or terminated at the discretion of the Plan Sponsor.

For You and Your Dependents

To receive Comprehensive Indemnity Medical Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for services and supplies. That portion is the Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for Covered Expenses that the plan will pay.

Deductibles

Deductibles are expenses to be paid by you or your Dependent. Deductible amounts are separate from and are in addition to any Coinsurance.

Out of Pocket Expenses

Out-of-Pocket Expenses are Covered Expenses incurred for charges for which no payment is provided because of the coinsurance factor and any inpatient hospital facility copayments or deductibles, outpatient facility copayments or deductibles and MRI/PET/CAT Scan copayments or deductibles. However, charges for Covered Expenses incurred for or in connection with a) non-compliance penalties, or b) in excess of the Maximum Reimbursable Charge levels will not accumulate toward the Out-of-Pocket Maximums and benefits for such expenses will not be increased. Once the out-of-pocket maximum as shown in The Schedule has been reached, benefits for accident or sickness are payable at 100%.

CIGNA HealthCare

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

Assistant Surgeon and Co-Surgeon Charges

Assistant Surgeon
The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed 20 percent of the surgeon's allowable charge. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible amounts.)

Co-Surgeon
The maximum amount payable will be limited to charges made by co-surgeons that do not exceed 20 percent of the surgeon's allowable charge plus 20 percent. (For purposes of this limitation, allowable charge means the amount payable to the surgeons prior to any reductions due to coinsurance or deductible amounts.)

Comprehensive Indemnity Plan Benefits
The Schedule (Plan IN3K and IN3UK)

BENEFIT HIGHLIGHTS	
Lifetime Maximum	$150,000
Coinsurance Levels	80% of the Maximum Reimbursable Charge
Calendar Year Deductible Individual Family **Individual Calculation** Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the coinsurance.	 $150 $300

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Out-of-Pocket Maximum	
Individual Family	$1,500 $3,000
Individual Calculation Family members meet only their individual OOP and then their claims will be covered at 100%; if the family OOP has been met prior to their individual OOP being met, their claims will be paid at 100%.	
Includes Coinsurance Includes Deductible	Yes No
Physician's Services	
Primary Care Physician's Office visit	80% after plan deductible
Specialty Care Physician's Office Visits Consultant and Referral Physician's Services **Note:** OB/GYN provider is considered a Specialist.	80% after plan deductible
Surgery Performed In the Physician's Office	100% after plan deductible
Second Opinion Consultations (provided on a voluntary basis)	80% after plan deductible
Allergy Treatment/Injections	80% after plan deductible
Allergy Serum (dispensed by the physician in the office)	80% after plan deductible
Preventive Care (applicable to those enrolled in the IN3UK Plan)	
Routine Preventive Care through age 2 (including immunizations)	80% after plan deductible **Note:** x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Routine Preventive Care age 3 and above (Including immunizations)	80% after plan deductible
Mammograms, PSA, Pap Smear and Colorectal Cancer Screenings (applicable to those enrolled in the IN3U Plan) **Note:** Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	80% after plan deductible if billed by an independent diagnostic facility or outpatient hospital. **Note:** The associated wellness exam is covered at 80% after plan deductible
Preventive Care (applicable to those enrolled in the IN3K Plan)	
Routine Preventive Care through age 2 (including immunizations)	80% after plan deductible **Note:** x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.
Routine Preventive Care age 3 and above (Including immunizations)	Not Covered
Mammograms, PSA, Pap Smear and Colorectal Cancer Screenings (applicable to those enrolled in the IN3K Plan) **Note:** Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	80% after plan deductible **Note:** The associated wellness exam is not covered
Inpatient Hospital - Facility Services Bed and Board Limit: Semi-Private Room and Board Private Room Special Care Units (ICU/CCU)	80% after plan deductible Limited to the semi-private room rate Limited to the semi-private room rate Limited to the ICU/CCU daily room rate
Outpatient Facility Services Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room.	100% after plan deductible
Inpatient Hospital Physician's Visits/Consultations	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Inpatient Hospital Professional Services Surgeon Radiologist Pathologist Anesthesiologist	80% after plan deductible
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	100% after plan deductible
Emergency and Urgent Care Services	
Physician's Office Visit	80% after plan deductible
Hospital Emergency Room	80% after plan deductible
Outpatient Professional services (radiology, pathology and ER Physician)	80% after plan deductible
Urgent Care Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
X-ray and/or Lab performed at the Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit	80% after plan deductible
Independent x-ray and/or Lab Facility in conjunction with an ER visit	80% after plan deductible
Ambulance	80% after plan deductible
Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities Calendar Year Maximum: 90 days combined	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Laboratory and Radiology Services (includes pre-admission testing)	
Advanced Radiological Imaging (i.e. MRIs, CAT Scans and PET Scans)	100% after plan deductible
Other Laboratory and Radiology Services:	
Physician's Office Visit	100% after plan deductible
Outpatient Hospital Facility	100% after plan deductible
Independent X-ray and/or Lab facility	100% after plan deductible
Outpatient Short-Term Rehabilitative Therapy Calendar Year Maximum: 60 visits for Speech and Occupational therapies combined Unlimited visits all other therapies Includes: Cardiac rehab Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy	80% after plan deductible
Chiropractic Services Calendar Year Maximum $750 Lifetime Maximum $3,000	80% after plan deductible
Home Health Care Calendar Year Maximum: 60 days *(includes outpatient private nursing when approved as medically necessary)*	80% after plan deductible
Hospice	
Inpatient Services	80% after plan deductible
Outpatient Services	80% after plan deductible
Bereavement Counseling	
Services Provided as part of Hospice Care	Not covered
Services Provided by Mental Health Professional	Covered under Mental Health benefit

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Maternity Care Services	
Initial Visit to Confirm Pregnancy	80% after plan deductible
All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)	80% after plan deductible
Physician's Office Visits in addition to the global maternity fee when performed by an OB or Specialist	80% after plan deductible
Delivery - Facility (Inpatient Hospital, Birthing Center)	80% after plan deductible
Abortion Includes elective and non-elective procedures	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Family Planning Services	
Office Visits, Lab and Radiology Tests and Counseling	80% after plan deductible (for those enrolled in the IN3UK plan) Not covered (for those enrolled in the IN3K plan)
Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)	
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Physician's Office	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Infertility Treatment Services Not Covered include: • Testing performed specifically to determine the cause of infertility. • Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition). • Artificial means of becoming pregnant (e.g. Artificial Insemination, In-vitro, GIFT, ZIFT, etc). **Note:** Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.	Not covered
Organ Transplant Includes all medically appropriate, non-experimental transplants	
Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Lifetime Travel Maximum: $10,000 per transplant	No charge (only available when using Lifesource facility)
Durable Medical Equipment Includes a maximum of 2 Jobst garments per calendar year	80% after plan deductible
External Prosthetic Appliances	80% after plan deductible
Nutritional Evaluation Calendar Year Maximum: 3 visits	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
TMJ Surgical and Non-surgical	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Obesity/Bariatric Surgery **Note:** Coverage is provided subject to medical necessity and clinical guidelines subject to any limitations shown in the "Exclusions, Expenses Not Covered and General Limitations" section of this certificate.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	100% after plan deductible
Physician's Services	80% after plan deductible
Coinsurance charges for obesity surgery will not accumulate to the plan out-of-pocket maximum.	
Routine Foot Disorders	Not covered except for services associated with foot care for diabetes and peripheral vascular disease.

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN3K and IN3UK)	
BENEFIT HIGHLIGHTS	
Treatment Resulting From Life Threatening Emergencies Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance abuse expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.	
Mental Health and Substance Abuse	
Inpatient	80% after plan deductible
Outpatient (includes Individual, Group and Intensive Outpatient Therapies)	80% after plan deductible

CIGNA HealthCare

Prescription Drug Benefits

The Schedule

Plan IN3K and IN3UK Effective 1/1/11

For You and Your Dependents

This plan provides Prescription Drug benefits for Prescription Drugs and Related Supplies provided by Pharmacies as shown in this Schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for Prescription Drugs and Related Supplies for each 30-day supply at a retail pharmacy or each 90-day supply at a mail order pharmacy. That portion is the Copayment, Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for covered Prescription Drugs and Related Supplies that the plan will pay.

BENEFIT HIGHLIGHTS	PARTICIPATING PHARMACY	Non-PARTICIPATING PHARMACY
Prescription Drugs		
Generic* drugs on the Prescription Drug List	No charge per prescription order or refill	80% per prescription order or refill
Brand drugs on the Prescription Drug List	80% per prescription order or refill	80% per prescription order or refill
* Designated as per generally-accepted industry sources and adopted by CG		
Mail-Order Drugs		
Generic* drugs on the Prescription Drug List	85% per prescription order or refill with a $20 minimum and a $280 maximum charge.	In-network coverage only
Brand drugs on the Prescription Drug List	85% per prescription order or refill with a $20 minimum and a $280 maximum charge.	In-network coverage only
* Designated as per generally-accepted industry sources and adopted by CG		

CIGNA HealthCare

Additional Provisions Relating To Your Benefits:

Coordination Of Benefits

This section applies if you or any one of your Dependents is covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan.

Coverage under this Plan plus another Plan will not guarantee 100% total reimbursement.

Definitions

For the purposes of this section, the following terms have the meanings set forth below:

Plan

Any of the following that provides benefits or services for medical care or treatment:

- Group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public nor is individually underwritten including closed panel coverage.
- Coverage under Medicare and other governmental benefits as permitted by law, excepting Medicaid and Medicare supplement policies.
- Medical benefits coverage of group, group-type, and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

Closed Panel Plan

A Plan that provides medical or dental benefits primarily in the form of services through a panel of employed or contracted providers, and which limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

Primary Plan

The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.

Secondary Plan

A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.

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Reasonable Cash Value

An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service if rendered under similar or comparable circumstances by other health care providers located within the immediate geographic area where the health care service was delivered.

Order of Benefit Determination Rules

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers a person as an enrollee or an employee shall be the Primary Plan and the Plan that covers that person as a Dependent shall be the Secondary Plan;
- For a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan which covers the parent whose birthday falls first in the calendar year;
- For the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the spouse of the parent with custody of the child;
  - then, the Plan of the noncustodial parent of the child, and
  - finally, the Plan of the spouse of the parent not having custody of the child.

GM6000 MOB2

- The Plan that covers you as an active employee (or as that employee's Dependent) shall be the Primary Plan and the Plan that covers you as laid-off or retired employee (or as that employee's Dependent) shall be the secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- The Plan that covers you under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers you as an active employee or retiree (or as that employee's Dependent) shall be the Primary Plan. If the other Plan does not have a

similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.

- If one of the Plans that covers you is issued out of the state whose laws govern this Policy, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the Plan that has covered you for the longer period of time shall be primary.

When coordinating benefits with Medicare, this Plan will be the Secondary Plan and determine benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above, will be used to determine how benefits will be coordinated.

Effect on the Benefits of This Plan if You are Age 65 and over

When this Plan is the Secondary Plan, it will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount by the benefits payable under all other Plans for that expense. As a result, this Plan will pay only enough so that the total amount of benefits payable under all Plans for an expense equals the amount that would have been paid if this Plan were the only coverage available. If the amount of benefits payable under all other Plans exceeds the amount payable under this Plan, this Plan will pay nothing.

When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service rendered will be considered both an expense incurred and a benefit payable.

Effect on the Benefits of This Plan if You are Under Age 65

When this Plan is the Secondary Plan, the Plan's benefit payment calculation will depend upon whether you are eligible for Medicare when you incur a Covered Expense.

- If you *are not* eligible for Medicare, this Plan will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount by the benefits payable under all other Plans for that Covered Expense. As a result, this Plan will pay only enough so that the total amount of benefits payable under all Plans for the Covered Expense equals the amount that would have been paid if this Plan were the only coverage available. If the amount of benefits payable under all other Plans exceeds the amount payable under this Plan, this Plan will pay nothing.
- If you *are* eligible for Medicare, this Plan will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount as necessary so that the total benefits paid for that Covered Expense by all Plans are not more than 100% of the Covered Expense. If the amount of benefits payable under all other Plans exceeds the total amount of the Covered Expense, this Plan will pay nothing.

When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service rendered will be considered both an expense incurred and a benefit payable.

GM6000 MOB3 M

Recovery of Excess Benefits

If CG pays charges for services and supplies that should have been paid by the Primary Plan, CG will have the right to recover such payments.

CG will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments were made by any insurance company, healthcare plan or other organization. If we request, you shall execute and deliver to us such instruments and documents as we determine are necessary to secure the right of recovery.

Right to Receive and Release Information

CG, without consent or notice to you, may obtain information from and release information to any other Plan with respect to you in order to coordinate your benefits pursuant to this section. You must provide us with any information we request in order to coordinate your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, you will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

GM6000 MOB4

Medicare Eligibles

Medicare Parts A and B

If you or any one of your Dependents is covered both under this plan and Medicare, CG will pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to age or disability.

CG will also pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to End Stage Renal Disease, but only after that person has been eligible for Medicare for 30 months. A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective, even if the person does not then enroll in Medicare.

If you or any one of your Dependents is eligible for, but not enrolled in, Medicare (whether due to age, disability or End Stage Renal Disease), CG will treat that person as if enrolled in Medicare. Where CG would pay as the Secondary Plan if a person had enrolled in Medicare, benefits will be reduced as though Medicare had paid a Medicare-eligible expense.

Medicare Part D

If you enroll in a Medicare Part D prescription drug plan, your medical and prescription drug insurance under this Plan will terminate as of the date you become covered under the Medicare Part D plan. In this case, you will not be eligible to re-enroll in this Plan at any time in the future. Your enrollment in a Medicare Part D plan will not affect coverage for your Dependent.

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If your Dependent (but not you) enrolls in a Medicare Part D plan, medical and prescription drug insurance for that Dependent under this Plan will terminate as of the date that Dependent becomes covered under the Medicare Part D plan. In this case, that Dependent will not be eligible to re-enroll in this Plan at any time in the future.

Termination of Insurance

In addition to the Termination terms listed in the certificate, you will cease to qualify for the insurance (and your insurance will cease) on the date you reach your lifetime maximum benefit or on the date you become enrolled in a Medicare Part D prescription drug plan.

Exhibit 4c

CIGNA HealthCare

Comprehensive Indemnity Medical Benefits

The Schedule

Plan IN15 Effective 1/1/13

This document printed in November, 2014 takes the place of any documents previously issued to you which described your benefits.

This Schedule is part of the Summary Plan Description for the Newell Rubbermaid Medical Plan for Retirees (the "Plan") and contains eligibility and benefit information for specific Classes of Eligible Employees.

Classes of Eligible Employees

If you were a member of one of the following Classes of Eligible Employees, and you were entitled to retiree medical benefits under the Newell Rubbermaid Medical Plan for Retirees as of December 31, 2010, your coverage is described under this Schedule (Plan IN15). *If you are not a member of one of these classes, please contact the Plan Administrator for the Schedule applicable to your Class.*

- Retired Union Hourly Employees of the Kirsch division located in Sturgis, MI age 65 and over (Newell Rubbermaid classes 82762, 82752)

To the extent permitted by law, these benefits may be amended, modified or terminated at the discretion of the Plan Sponsor.

Benefits

To receive Comprehensive Indemnity Medical Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for services and supplies. That portion is the Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for Covered Expenses that the plan will pay.

Deductibles (Combined Medical and Pharmacy)

Deductibles are expenses to be paid by you or your Dependent. Deductible amounts are separate from and are in addition to any Coinsurance.

Out of Pocket Expenses (Combined Medical and Pharmacy)

Out-of-Pocket Expenses are Covered Expenses incurred for charges for which no payment is provided because of the coinsurance factor and any inpatient hospital facility copayments or deductibles, outpatient facility copayments or deductibles and MRI/PET/CAT Scan copayments or deductibles. However, charges for Covered Expenses incurred for or in connection with a) non-compliance penalties, or b) in excess of the Maximum Reimbursable Charge levels will not accumulate toward the Out-of-Pocket Maximums and benefits for such expenses will not be increased. Once the out-of-pocket maximum as shown in The Schedule has been reached, benefits for accident or sickness are payable at 100%.

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

CIGNA HealthCare

Assistant Surgeon and Co-Surgeon Charges

Assistant Surgeon
The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed 20 percent of the surgeon's allowable charge. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible amounts.)

Co-Surgeon
The maximum amount payable will be limited to charges made by co-surgeons that do not exceed 20 percent of the surgeon's allowable charge plus 20 percent. (For purposes of this limitation, allowable charge means the amount payable to the surgeons prior to any reductions due to coinsurance or deductible amounts.)

Comprehensive Indemnity Plan Benefits
The Schedule (Plan IN15)

BENEFIT HIGHLIGHTS	
Lifetime Maximum	Unlimited
Coinsurance Levels	80% of the Maximum Reimbursable Charge
Combined Medical/Pharmacy Calendar Year Deductible Individual Family **Individual Calculation** Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the coinsurance. Mail Order Pharmacy Costs Contribute to the Combined Medical/Pharmacy Deductible	 $50 $150 Yes
Combined Medical/Pharmacy Out-of-Pocket Maximum Individual Family Includes Coinsurance Includes Deductible	 None None N/A N/A

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
BENEFIT HIGHLIGHTS	
Physician's Services	
Primary Care Physician's Office visit	80% after plan deductible
Specialty Care Physician's Office Visits Consultant and Referral Physician's Services	80% after plan deductible
Surgery Performed In the Physician's Office	80% after plan deductible
Second Opinion Consultations (provided on a voluntary basis)	80% after plan deductible
Allergy Treatment/Injections	80% after plan deductible
Allergy Serum (dispensed by the physician in the office)	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Preventive Care	
Routine Preventive Care through age 2 (including immunizations)	80% after plan deductible **Note:** x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.
Routine Preventive Care age 3 and above (Including immunizations)	Not covered
Mammograms, PSA, Pap Smear and Colorectal Cancer Screenings **Note:** Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	80% after plan deductible **Note:** The associated wellness exam is not covered
Inpatient Hospital - Facility Services	80% after plan deductible
Bed and Board Limit:	
Semi-Private Room and Board	Limited to the semi-private room rate
Private Room Special Care Units (ICU/CCU)	Limited to the semi-private room rate Limited to the ICU/CCU daily room rate
Outpatient Facility Services Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room.	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Inpatient Hospital Physician's Visits/Consultations	80% after plan deductible
Inpatient Hospital Professional Services Surgeon Radiologist Pathologist Anesthesiologist	80% after plan deductible
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	80% after plan deductible
Emergency and Urgent Care Services	
Physician's Office Visit	80% after plan deductible
Hospital Emergency Room	80% after plan deductible
Outpatient Professional services (radiology, pathology and ER Physician)	80% after plan deductible
Urgent Care Facility or Outpatient Facility	80% after plan deductible
X-ray and/or Lab performed at the Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit	80% after plan deductible
Independent x-ray and/or Lab Facility in conjunction with an ER visit	80% after plan deductible
Ambulance	80% after plan deductible
Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities Calendar Year Maximum: 90 days combined	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Laboratory and Radiology Services (includes pre-admission testing) Advanced Radiological Imaging (i.e. MRIs, CAT Scans and PET Scans) Other Laboratory and Radiology Services: Physician's Office Visit Outpatient Hospital Facility Independent X-ray and/or Lab facility	 80% after plan deductible 80% after plan deductible 80% after plan deductible 80% after plan deductible
Outpatient Short-Term Rehabilitative Therapy Calendar Year Maximum: 60 visits for Speech and Occupational therapies combined Unlimited visits all other therapies Includes: Cardiac rehab Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy	80% after plan deductible
Chiropractic Services Calendar Year Maximum $750 Lifetime Maximum $3,000	80% after plan deductible
Home Health Care Calendar Year Maximum: 60 days *(includes outpatient private nursing when approved as medically necessary)*	80% after plan deductible
Hospice Inpatient Services Outpatient Services	 80% after plan deductible 80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Bereavement Counseling	
Services Provided as part of Hospice Care	Not covered
Services Provided by Mental Health Professional	Covered under Mental Health benefit
Maternity Care Services	
Initial Visit to Confirm Pregnancy	80% after plan deductible
All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)	80% after plan deductible
Physician's Office Visits in addition to the global maternity fee when performed by an OB or Specialist	80% after plan deductible
Delivery - Facility (Inpatient Hospital, Birthing Center)	80% after plan deductible
Abortion Includes elective and non-elective procedures	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Family Planning Services	
Office Visits, Lab and Radiology Tests and Counseling	Not covered
Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)	
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Physician's Office	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Infertility Treatment Services Not Covered include: • Testing performed specifically to determine the cause of infertility. • Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition). • Artificial means of becoming pregnant (e.g. Artificial Insemination, In-vitro, GIFT, ZIFT, etc). **Note**: Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.	Not covered.
Organ Transplant Includes all medically appropriate, non-experimental transplants	
Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Lifetime Travel Maximum: $10,000 per transplant	No charge (only available when using Lifesource facility)
Durable Medical Equipment Includes a maximum of 2 Jobst garments per calendar year	80% after plan deductible
External Prosthetic Appliances	80% after plan deductible

CIGNA HealthCare

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Nutritional Evaluation Calendar Year Maximum: 3 visits	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible
TMJ Surgical and Non-surgical	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services	80% after plan deductible

Comprehensive Indemnity Plan Benefits The Schedule (Plan IN15)	
Obesity/Bariatric Surgery **Note:** Coverage is provided subject to medical necessity and clinical guidelines subject to any limitations shown in the "Exclusions, Expenses Not Covered and General Limitations" section of this certificate.	
Physician's Office Visit	80% after plan deductible
Inpatient Facility	80% after plan deductible
Outpatient Facility	80% after plan deductible
Physician's Services *Coinsurance charges for obesity surgery will not accumulate to the plan out-of-pocket maximum.*	80% after plan deductible
Routine Foot Disorders	Not covered except for services associated with foot care for diabetes and peripheral vascular disease.

Treatment Resulting From Life Threatening Emergencies Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance abuse expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.	
Mental Health and Substance Abuse	
Inpatient	80% after plan deductible
Outpatient (includes Individual, Group and Intensive Outpatient Therapies)	80% after plan deductible
Vision Benefits	
Examinations	80% after plan deductible
Lenses Maximum one pair lenses/contact lenses per 24 month period	
Single Vision	80% after plan deductible
Bifocal	80% after plan deductible
Trifocal	80% after plan deductible
Lenticular	Not covered
Contact Lenses Medically Necessary Contacts Contacts or Aphakic lenses after cataract surgery maximum $250 per Lifetime. All other Medically Necessary Contacts, unlimited	80% after plan deductible
Elective Contacts	Not covered
Frames Maximum one pair per 24 month period. Maximum of $20 per frame	80% after plan deductible

CIGNA HealthCare

Prescription Drug Benefits

The Schedule

Plan IN15 Effective 1/1/13

For You and Your Dependents

This plan provides Prescription Drug benefits for Prescription Drugs and Related Supplies provided by Pharmacies as shown in this Schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for Prescription Drugs and Related Supplies for each 30-day supply at a retail pharmacy or each 90-day supply at a mail order pharmacy. That portion is the Copayment, Deductible or Coinsurance.

Coinsurance

The term Coinsurance means the percentage of charges for covered Prescription Drugs and Related Supplies that the plan will pay.

Copayments/Deductibles

Copayments are expenses to be paid by you or your Dependent for covered Prescription Drugs and Related Supplies. Deductibles are also expenses to be paid by you or your Dependent. Deductible amounts are separate from and not reduced by Copayments. Copayments and Deductibles are in addition to any Coinsurance.

Calendar Year Deductible (Combined Medical/Pharmacy)

Deductibles are expenses to be paid by you or your Dependent for Covered Prescription Drugs. These Deductibles are in addition to any copayments or coinsurance. Once the Deductible maximum shown in The Schedule has been reached you and your family need not satisfy any further Medical or Prescription Drug Deductible for the rest of that year.

Out-of-Pocket Expenses (Combined Medical/Pharmacy)

Out-of-Pocket Expenses are Covered Expenses incurred at a Pharmacy for Prescription Drugs and Related Supplies for which no payment is provided because of the Coinsurance factor and any Copayments or Deductibles. Once the Out-of-Pocket maximum shown in The Schedule has been reached you and your family need not satisfy any further Out-of-Pocket maximum for the rest of that year.

CIGNA HealthCare

Prescription Drug Benefits The Schedule (Plan IN15)		
BENEFIT HIGHLIGHTS	**IN-NETWORK**	**OUT-OF-NETWORK**
Combined Medical/Pharmacy Calendar Year Deductible Individual Family	 $50 $150	 $50 $150
Combined Medical/Pharmacy Out-of-Pocket Maximum Individual Family	 None None	 None None

BENEFIT HIGHLIGHTS	**PARTICIPATING PHARMACY**	**Non-PARTICIPATING PHARMACY**
Prescription Drugs	20% per prescription order or refill after plan deductible	20% per prescription order or refill after plan deductible
* Designated as per generally-accepted industry sources and adopted by CG		
Mail-Order Drugs	$3.00 copay per prescription order or refill after plan deductible	In-network coverage only
* Designated as per generally-accepted industry sources and adopted by CG		

CIGNA HealthCare

Additional Provisions Relating To Your Benefits:

Coordination Of Benefits

This section applies if you or any one of your Dependents is covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan.

Coverage under this Plan plus another Plan will not guarantee 100% total reimbursement.

Definitions

For the purposes of this section, the following terms have the meanings set forth below:

Plan

Any of the following that provides benefits or services for medical care or treatment:

- Group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public nor is individually underwritten including closed panel coverage.
- Coverage under Medicare and other governmental benefits as permitted by law, excepting Medicaid and Medicare supplement policies.
- Medical benefits coverage of group, group-type, and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

Closed Panel Plan

A Plan that provides medical or dental benefits primarily in the form of services through a panel of employed or contracted providers, and which limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

Primary Plan

The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.

Secondary Plan

A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.

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Reasonable Cash Value

An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service if rendered under similar or comparable circumstances by other health care providers located within the immediate geographic area where the health care service was delivered.

Order of Benefit Determination Rules

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers a person as an enrollee or an employee shall be the Primary Plan and the Plan that covers that person as a Dependent shall be the Secondary Plan;
- For a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan which covers the parent whose birthday falls first in the calendar year;
- For the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the spouse of the parent with custody of the child;
  - then, the Plan of the noncustodial parent of the child, and
  - finally, the Plan of the spouse of the parent not having custody of the child.

GM6000 MOB2

- The Plan that covers you as an active employee (or as that employee's Dependent) shall be the Primary Plan and the

Plan that covers you as laid-off or retired employee (or as that employee's Dependent) shall be the secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.

- The Plan that covers you under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers you as an active employee or retiree (or as that employee's Dependent) shall be the Primary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- If one of the Plans that covers you is issued out of the state whose laws govern this Policy, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the Plan that has covered you for the longer period of time shall be primary.

When coordinating benefits with Medicare, this Plan will be the Secondary Plan and determine benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above, will be used to determine how benefits will be coordinated.

Effect on the Benefits of This Plan

This Plan will calculate its benefit payment by first determining what benefits would have been payable had it been the Primary Plan, and then reducing that amount as necessary so that the total benefits paid for that Covered Expense by all Plans are not more than 100% of the Covered Expense. If the amount of benefits payable under all other Plans exceeds the total amount of the Covered Expense, this Plan will pay nothing.

When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service rendered will be considered both an expense incurred and a benefit payable.

GM6000 MOB3 M

Recovery of Excess Benefits

If CG pays charges for services and supplies that should have been paid by the Primary Plan, CG will have the right to recover such payments.

CG will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments were made by any insurance company, healthcare plan or other organization. If we request, you shall execute and deliver to us such instruments and documents as we determine are necessary to secure the right of recovery.

Right to Receive and Release Information

CG, without consent or notice to you, may obtain information from and release information to any other Plan with respect to you in order to coordinate your benefits pursuant to this section. You must provide us with any information we request in order to coordinate your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, you will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

GM6000 MOB4

Medicare Eligibles

Medicare Parts A and B

If you or any one of your Dependents is covered both under this plan and Medicare, CG will pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to age or disability.

CG will also pay as the Secondary Plan when you or your Dependent is enrolled in Medicare due to End Stage Renal Disease, but only after that person has been eligible for Medicare for 30 months. A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective, even if the person does not then enroll in Medicare.

If you or any one of your Dependents is eligible for, but not enrolled in, Medicare (whether due to age, disability or End Stage Renal Disease), CG will treat that person as if enrolled in Medicare. Where CG would pay as the Secondary Plan if a person had enrolled in Medicare, benefits will be reduced as though Medicare had paid a Medicare-eligible expense.

Medicare Part D

If you enroll in a Medicare Part D prescription drug plan, your medical and prescription drug insurance under this Plan will terminate as of the date you become covered under the Medicare Part D plan. In this case, you will not be eligible to re-enroll in this Plan at any time in the future. Your enrollment in a Medicare Part D plan will not affect coverage for your Dependent.

If your Dependent (but not you) enrolls in a Medicare Part D plan, medical and prescription drug insurance for that Dependent under this Plan will terminate as of the date that Dependent becomes covered under the Medicare Part D plan. In this case, that Dependent will not be eligible to re-enroll in this Plan at any time in the future.

Termination of Insurance

In addition to the Termination terms listed in the certificate, you will cease to qualify for the insurance (and your insurance will cease) on the date you become enrolled in a Medicare Part D prescription drug plan.

Exhibit 5

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLARD BENDER, *et al.*,	:	Case No. 1:06-cv-00113-RJJ
Plaintiffs,	:	Honorable Robert J. Jonker
vs.	:	
NEWELL WINDOW FURNISHINGS, *et al.*,	:	
Defendants.	:	

JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT, APPROVAL OF PROPOSED CLASS NOTICE AND APPROVAL OF LEROY LEISTER AS A CLASS REPRESENTATIVE

Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs and Defendants (collectively the "Parties"), by undersigned counsel, jointly move the Court to enter an order granting preliminary approval of the proposed settlement in this matter and approval of the proposed class notice.

As detailed in the supporting Memorandum, this Court should preliminarily approve the proposed settlement agreement (the "Agreement"), which is attached and incorporated herein by reference as "Exhibit A," because the proposed resolution was the product of arms-length negotiations, is fair, reasonable, and adequate, and is within the range of possible final approval by this Court. In addition, the Court should approve the proposed Class Notice that accompanies and is an exhibit to the Agreement. Finally, the Parties jointly move the Court to approve Leroy Leister as a Class Representative to replace Rose Ann Rohr, who is deceased to represent the interests of Class Members who retired prior to 1986.

A proposed order is attached to this Motion.

Date: _____ __, 2015 By: /s/ Michael L. Fayette, Esq.

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Date: _____ __, 2015 By: /s/ Jack F. Fuchs, Esq.

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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Motion was served on counsel for Plaintiffs via filing through this Court's ECF system, this __ day of _____, 2015.

/s/ Jack F. Fuchs, Esq.
Jack F. Fuchs

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLARD BENDER, *et al.*,	:	Case No. 1:06-cv-00113-RJJ
Plaintiffs,	:	Honorable Robert J. Jonker
vs.	:	
NEWELL WINDOW FURNISHINGS, et al.,	:	
Defendants.	:	

BRIEF IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND APPROVAL OF PROPOSED CLASS NOTICE

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Federal Cases

I. Introduction

This motion seeks preliminary approval of a settlement resolving a retiree health class action dispute, dating back to February 15, 2006, between, on the one hand, a class of union retirees represented by International Union, United Automobile, Aerospace & Agricultural Implement Workers of America ("UAW") during their employment with Newell Window Furnishings, Inc. or its predecessors, which class was represented by Named Plaintiffs Willard Bender, Donald Lampe, Carol Conner, James Taylor, Roger Smoker and Rose Ann Rohr[1] (collectively "Plaintiffs"), and, on the other hand, Defendants Newell Operating Company ("NOC"), Newell Window Furnishings, Inc. ("Newell Window") and the Newell Rubbermaid Health and Welfare Program 506 (the "Plan") (collectively "Defendants") (collectively Plaintiffs and Defendants are the "Parties"). This Court should grant preliminary approval, because, as demonstrated *infra*, "the proposed settlement is "within the range of possible approval." *Manual for Complex Litigation* § 30.41, at 236-37 (3d ed. 1995). *Accord Newberg on Class Actions* §11.25, at 11.37 (3d ed. 1992); *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. 169, 178-79 (S.D.N.Y. 2014); *Davis v. J.P. Morgan Chase & Co.*, 775 F. Supp. 2d 601, 607-08 (W.D.N.Y. 2011).

As part of the preliminary approval of the class settlement, the Parties seek approval of a Class Notice that is designed to (i) provide the best notice practicable, (ii) satisfy all constitutional due process concerns, and (iii) provide the Court with jurisdiction over the Class Members. *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 177-78 (1974); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985). The Parties respectfully submit that the proposed Class Notice satisfies these conditions.

[1] Ms. Rohr passed away during the pendency of this action. The Parties have agreed to the substitution of Class Member Leroy Leister as a Class representative for Class Members who retired prior to 1986.

II. Statement of Facts

A. The Pleadings

On February 15, 2006, Plaintiffs, with the UAW, filed this action against Defendants following the imposition of $40 per month premiums and other changes in health care benefits, as of January 1, 2006. Complaint, Amended Complaint, Second Amended Complaint, Third Amended Complaint [Docket Nos. 1, 2, 83, & 112, respectively]. Relying on § 301 of the Labor-Management Relations Act ("LMRA"), *codified at* 29 U.S.C. § 185, and the Employee Retirement Security Act of 1974, as amended ("ERISA"), Plaintiffs sought a declaration that health care benefits for certain Retirees who were formerly represented by the UAW operating in Sturgis, Michigan, and their dependents, were vested under collective bargaining agreements ("CBAs") negotiated by the UAW and Newell Window or its predecessors.

After successfully seeking dismissal of the UAW with prejudice, Defendants denied any liability in their responsive pleadings. Answers [Docket Nos. 33, 106, 114, & 115].

B. Class Certification

On February 21, 2008, Plaintiffs moved for class certification. Motion [Docket No. 44]. The Court denied certification. *See* Order [Docket No. 81].

On April 3, 2009, Plaintiff moved for certification again. Motion [Docket No. 90]. The Court granted certification of the Class, appointment of counsel for the Class, and appointment of Plaintiffs as Class representatives. *See* Order [Docket No. 122]. The definition of the Class was subsequently amended to provide: "[a]ll former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employees at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, and their spouses, surviving spouses and eligible dependents." Order [Docket No. 184]; Judgment [Docket No. 262].

C. Summary Judgment

The Parties submitted cross-motions for summary judgment primarily on the issue of vesting of retiree health care benefits. Motions [Docket No. 160, 164, 166, 168, 171, 173, & 176]. On July 6, 2010, the Court granted Plaintiffs' Motion for Summary Judgment, denied Defendants' motions for summary judgment, and held that the Class was entitled to vested retiree health care benefits. Order [Docket No. 243].

On February 2, 2011, the Court entered judgment for Plaintiffs. Judgment [Docket No. 261]. On February 4, 2011, the Court entered an amended judgment. Amended Judgment [Docket No. 262]. As part of the Amended Judgment, the Court awarded money judgments to the Named Plaintiffs and declared that the Class was entitled to vested, fully-paid, lifetime retiree health care benefits from Defendants that were in place at the time of each Class Member's retirement, subject to retirement grouping.

D. Appeal of the Judgment and Amended Judgment

The Sixth Circuit affirmed the Court's vesting decision on appeal. *Bender v. Newell Window Furnishings, Inc.*, 681 F.3d 253 (6th Cir. 2012).[2] Defendants then filed a petition for *certiorari* to the United States Supreme Court, which was denied. [Docket No. 327].

E. Post-Judgment Issues

The Court ordered briefing regarding post-judgment relief, including whether the Amended Judgment applied to prescription drug benefits for members of the Class and whether monetary awards could be made to each of the members of the Class under its Amended Judgment. Order [Docket No. 333]. Defendants moved for a stay in light of the Supreme Court's

[2] The Sixth Circuit also affirmed a subsequent appeal of the Court's decision granting Plaintiffs' request for attorney's fees. *Bender v. Newell Window Furnishings, Inc.*, 560 Fed. Appx. 469 (6th Cir. Mar. 17, 2014).

grant of *certiorari* in *M&G Polymers USA, LLC v. Tackett*, No. 13-1010 (U.S.),[3] in which one issue is the application and viability of the holdings in *UAW. v. Yard-Man, Inc*., 716 F.2d 1476 (6th Cir. 1983), *cert. denied*, 465 U.S. 1007 (1984). *See* Order [Docket No. 350 & 351].

On July 18, 2014, the Court denied Defendants' motion for stay, held that its Amended Judgment applied without exclusion to prescription drug coverage, ordered that each Class member receive a monetary award in the amount of the excess premium collected, and declined to address whether individual Class members had appropriately received benefits since January 1, 2006. Order [Docket No. 353].

F. Appeal of Order Regarding Post-Judgment Issues

Defendants appealed the Court's July 18, 2014 Order regarding post-judgment issues. Notice of Appeal [Docket No. 354]. Defendants challenged *inter alia* the Court's order to provide an allegedly indeterminate, undefined "attendant prescription drug program," despite the absence of reference to such previously-requested relief in the Judgment or Amended Judgment. Defendants assert that *Tackett* could alter the benefits awarded in this case and the Sixth Circuit ordered that the proceedings be stayed pending a decision by the Supreme Court in *Tackett*. While the Supreme Court's decision in *Tackett* potentially changes the outcome, in particular with respect to prescription drug benefits, the Parties want to resolve all litigation fully at this time, without further judicial intervention..

G. Settlement Negotiations

The Parties have engaged in settlement negotiations on multiple occasions since 2008. Following mediation with the Sixth Circuit's mediation office on November 4, 2014, the Parties

[3] In its January 26, 2015 decision in *Tackett*, the Supreme Court "disagree[d] with the [Sixth Circuit's] assessment that the inferences applied in *Yard-Man* and its progeny represent ordinary principles of contract law." *M&G Polymers USA, LLC v. Tackett*, 2015 U.S. LEXIS 759 at [*18] (Jan. 26, 2015).

engaged in settlement discussions that led to a proposed settlement. Both Plaintiffs and Defendants were represented by experienced counsel throughout the negotiations.

Plaintiffs' counsel separately conducted its own substantial factual investigation and legal analysis. Plaintiffs' counsel had access to and assistance from the UAW's inside legal counsel. Plaintiffs' counsel had numerous meetings with the Plaintiffs and with the Class Members. Plaintiffs' counsel reviewed and analyzed, for example, the voluminous evidentiary record, including CBAs, insurance program documents, and other documents provided in discovery or settlement negotiations. Plaintiffs' counsel has assessed the impact of the proposed settlement on the Class Members, including the elimination of delay, the continuing access to health care and the cost of that care. Plaintiffs' counsel also has assessed the impact on access and cost in the event the Plaintiffs are not successful as to post-judgment remedies.

H. The Settlement Agreement

The Parties respectfully refer the Court to the Settlement Agreement itself for a complete and precise statement of its terms and requirements. The Parties summarize some of the material terms of the agreement as follows: in exchange for release, Defendants will pay (i) to Class Members who retired prior to 1994, spouses, surviving spouses and Eligible Dependents, certain previously unpaid since January 2006 health benefits covered under the Plan (including co-payments for out-patient services) without interest, (ii) premium reimbursements not already reimbursed to Class Members who retired prior to 1994, spouses, surviving spouses and Eligible Dependents, with interest, and (iii) unpaid past Medicare Part B reimbursements since August 2000 due each individual Class Member, spouse or surviving spouses, or Class Member Successor, with interest. Defendants will also continue to provide health care benefits under the Plan's current CIGNA Programs (or a substantially equivalent program if the carrier is changed), which include prescription drug benefits with formularies for prescription drugs set by the carrier

under the carrier's customary provisions. Finally, Defendants will pay Class Counsel's reasonable fees at the blended hourly rate of $425, and expenses, subject to a maximum amount of an additional $525,000.

The comprehensive settlement embodied in the proposed Settlement Agreement requires close coordination, cooperation, and agreement by a number of different constituencies. The Plaintiffs and Class Counsel endorse this settlement. The Plaintiffs and Class Counsel have conducted meetings of the Class Members, and the persons in attendance also endorsed the settlement.

I. Proposed Notice to the Class

The Parties have agreed to a proposed form of Class Notice to be mailed to individual Class Members by Defendants. *See* Settlement Agreement, Exhibit 1. Counsel for Plaintiffs and Defendants have worked together to create a reasonably current list of all Class Members and their addresses, thereby allowing Defendants to send the notice to each Class Member, surviving spouse or estate (or as applicable, a deceased Retiree's life insurance beneficiary), at his, her or its most recently known address. The notice explains the nature of the controversy, the details of the Settlement Agreement, the rights of Class Members to object (provided they timely and properly submit an objection to the Court) to appear and be heard at the Fairness Hearing required by Federal Rule of Civil Procedure 23(e)(2).

J. Federal Rule of Civil Procedure 23(e)(2) Statement

Pursuant to Federal Rule of Civil Procedure 23(e)(3), the Parties hereby notify the Court that other than the proposed Settlement Agreement, which is attached as Exhibit A, there are no agreements requiring disclosure that were "made in connection with the proposal."

K. Approval of Leroy Leister as a Class Representative

During the course of this litigation, the Court approved Rose Ann Rohr as a Class Representative. Her rights were consistent with and representative of Class Members who retired prior to 1986. Ms. Rohr is now deceased. In her stead, Leroy Leister, who retired from Sturgis in December 1982, has agreed to participate in this litigation as a Class Representative for Class Members who retired prior to 1986, for purposes of negotiation of the Settlement Agreement and participation in the approval process. Attached hereto is the Affidavit of Leroy Leister indicating his willingness and ability to participate in the negotiation of the Settlement Agreement and the completion of the approval process. Defendants do not object, but rather consent, to substitution of Mr. Leister for Ms. Rohr as a Class Representative.

III. Argument

A. The Settlement Should Be Preliminarily Approved

The Settlement Agreement, which resolves all claims at issue in this case, must be reviewed in light of the strong federal policy favoring the settlement of complex class action litigation. *See, e.g., Clark Equip. Co. v. Int'l Union, Allied Indus. Workers*, 803 F.2d 878, 880 (6th Cir. 1986) (*per curiam*); *Robinson v. Ford Motor Co*., 2005 U.S. Dist. LEXIS 11673, at *10 (S.D. Ohio Jun. 15, 2005); *In re Cardizem CD Antitrust Litig*., 218 F.R.D. 508, 530 (E.D. Mich. 2003).[4] Under federal policy, this Court's role in reviewing class settlements "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Clark Equip. Co.*, 803 F.2d at 880.

The Sixth Circuit has identified several steps a court must take in addressing a proposed class action settlement prior to a final approval hearing. *See, e.g., Williams v. Vukovich*, 720 F.2d

[4] *Accord In re Telectronics Pacing Sys, Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001); *In re Rio Hair Naturalizer Prods. Liab. Litig.*, (No. MDL-1055) 1996 WL 780512, at *12 (E.D. Mich. Dec. 20, 1996).

909, 921 (6th Cir. 1983). *See generally UAW v. GMC*, 497 F.3d 615 (6th Cir. 2007). The Court must preliminarily determine whether the proposed settlement is fair and reasonable and the product of arms-length negotiations. Additionally, the Court must ensure that class members receive notice of the proposed settlement by the best means practical under the circumstances. *See also Webster v. Sowders*, 1991 U.S. App. LEXIS 5383, *4-*6 (6th Cir. Mar. 26, 1991) (*per curiam*) (affirming approval of class settlement).

1. The Settlement Agreement Is Within the Range of Possible Approval

As to providing preliminary approval of a class settlement, one of the principle tests is whether a proposed settlement is reasonable:

> The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval." This hearing is not a fairness hearing; its purpose, rather, is to ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing. If the district court finds a settlement proposal is "within the range of possible approval," it then proceeds to the second step in the review process, the fairness hearing.

Manual for Complex Litigation § 30.41, at 236-37 (3d ed. 1995). *Accord Newberg on Class Actions*, (3d ed. 1992), §11.25, at 11.37; *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. 169, 178-79 (S.D.N.Y. 2014); *Davis v. J.P. Morgan Chase & Co.*, 775 F. Supp. 2d 601, 607-08 (W.D.N.Y. 2011). These factors support preliminary approval of the Settlement.

In this regard, the Settlement Agreement should be preliminarily approved if it (i) "appears to fall within the range of possible approval," and (ii) "does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment to class representatives or of segments of the class, or excessive compensation for attorneys." *In re Inter-*

Op Hip Prosthesis Liab. Litig., 204 F.R.D. 330, 350 (N.D. Ohio 2001); *In re NASDAQ Market-Makers Antitrust Litig*., 176 F.R.D. 99, 102 (S.D.N.Y. 1997).[5]

The initial examination to determine whether there are any "obvious deficiencies" and whether the proposed Settlement "is generally 'made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by parties.'" Manual for Complex Litigation § 21.632 (4th ed. 2007). *See also In re Inter-Op Hip Prosthesis Liab. Litig*., 204 F.R.D. at 350*;* 4 Newberg § 11:25 (4th ed. 2002). Because the Settlement Agreement provides Class Members a benefit within the range of possible approval, was negotiated at arm's length, and does not evidence unduly preferential treatment or other obvious deficiencies, it satisfies the requirements for preliminary approval.

In evaluating whether to approve a settlement, the requirements of adequacy and reasonableness "should be interpreted not as a precise number, but as a rate which falls within a range of what could be considered reasonable and adequate." *Mich. Hosp. Ass'n v. Babcock*, 1991 U.S. Dist. LEXIS 2058, at *4 (W.D. Mich. Feb. 11, 1991). *See also In re Corrugated Container Antitrust Litig*., 659 F.2d 1322, 1325 (5th Cir. 1981) ("[T]he essence of a settlement is compromise. A just result is often no more than an arbitrary point between competing notions of reasonableness."); *Brown v. Steinberg*, 1990 U.S. Dist. LEXIS 12561, at *6 (S.D.N.Y. Sept. 24, 1990) ("In any case there is a range of reasonableness with respect to a settlement.") (internal quotation and citation omitted). As a result, "[i]t is neither required, nor is it possible for a court to determine that the settlement is the fairest possible resolution of the claims of every individual class member; rather, the settlement, taken as a whole, must be fair, adequate and reasonable."

[5] Ultimately, at the second step, the Court should approve the settlement if it concludes that it is "fair, reasonable, and adequate." Federal Rule of Civil Procedure 23(e)(2).

Shy v. Navistar Int'l Corp., No. C-3-92-333, 1993 WL 1318607, at *2 (S.D. Ohio May 27, 1993). The Settlement Agreement warrants approval because it satisfies this test.

While the Court has held that all health care benefits at issue are vested, including the disputed prescription drug coverage, and may not be terminated or modified by Defendants, Plaintiffs recognize the risks and uncertainties inherent in this – as in any – litigation. The Supreme Court's January 26, 2015 *Tackett* decision rejected the application and ongoing validity of *Yard-Man*, in light of which the Sixth Circuit would, in the absence of settlement, rule on post-judgment issues in this action, including certain Retirees' entitlement to prescription drug coverages.

Although Plaintiffs strongly disagree with Defendants' contentions and appeal, they nevertheless recognize that the prospect of "a long, arduous process requiring great expenditures of time and money on behalf of both the parties and the court" weighs in favor of settlement. *In re Cincinnati Policing*, 209 F.R.D. 395, 400 (S.D. Ohio 2002) (quotation and citation omitted). Given the ages of the Plaintiffs, "the Court should . . . compare the significance of immediate recovery . . . to the mere possibility of relief in the future, after protracted and expensive litigation." *Oppenlander v. Standard Oil Co.*, 64 F.R.D. 597, 624 (D. Colo. 1974).

In *UAW v. Gen. Motors, Corp.*, 497 F.3d 615, 632 (6th Cir. 2007), the Sixth Circuit considered the settlement of a similar dispute concerning whether retiree medical benefits were vested and concluded that settlement in lieu of the risks of litigation was entirely sensible. Considering the uncertainties of litigation, the Settlement Agreement provides the certainty of considerable benefits to the Class, as opposed to the possibility that Defendants might obtain relief from the Judgment and Amended Judgment, by virtue of the ruling by the Supreme Court in *Tackett* or the Sixth Circuit in this action. The Settlement Agreement also provides substantial

monetary benefits to all Class Members in addition to lifetime retiree health care coverage for certain Class Members.

"As is true in any case, the proposed Settlement 'represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution.'" *In re Rent-Way Sec. Litig.*, 305 F. Supp. 2d 491, 509 (W.D. Pa. 2003) (citation omitted). *See also Granada Inves., Inc. v. DWG Corp.*, 962 F.2d 1203, 1206 (6th Cir. 1992). Hence, whether or not Plaintiffs conceivably "might have received more if the case had been fully litigated" is not the issue. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989). "It is neither required, nor is it possible for a court to determine that the settlement is the fairest possible resolution of the claims of every individual class member; rather, the settlement, taken as a whole, must be fair, adequate and reasonable." *Shy*, 1993 WL 1318607, at *2 (*citing Clark Equip. Co.*, 803 F.2d at 878). Under these standards, the Settlement Agreement should be preliminarily approved as "fair, reasonable, and adequate."

2. The Settlement Is the Product of Arms-Length Negotiations and No Ground Exists to Doubt Its Fairness

While courts presume good faith in settlement negotiations because in the absence of "evidence of fraud or collusion, such settlements are not to be trifled with," *Granada Inves.*, 962 F.2d at 1205, this Court need not rely on such a presumption inasmuch as the proposed Settlement was the product of arms-length negotiations. The Parties were represented at all times by competent and counsel experienced in litigating and settling CBA-based retiree health benefit litigation. The Settlement comes after more than eight years of heavily-contested litigation that included summary judgment motions, multiple appeals, mediation with a private mediator, and multiple mediations in the Sixth Circuit. The arms-length negotiations support preliminary approval of the Settlement.

In this case, adversarial Parties conducted the negotiations at arm's-length through experienced counsel. First, Class Counsel, who has litigated numerous cases involving retiree health benefits under CBAs, is well-positioned to analyze the Settlement. Not only has Class Counsel thoroughly reviewed the CBAs and the governing plan documents, but Class Counsel has analyzed the relevant law. Only after more than eight years of hard-fought litigation and discussions and negotiations between Defendants and Plaintiffs that the Parties have been able to forge a compromise. Class Counsel is experienced in this type of litigation, and after review, Class Counsel and the Named Plaintiffs have concluded that settlement is in the best interests of the Class. Moreover, Class Counsel's informed and reasoned judgment, including the weighing of the relative risks and benefits of protracted litigation, is entitled to great deference. *See, e.g.*, *Mich. Hosp. Ass'n v. Babcock*, 1991 U.S. Dist. LEXIS 2058, at *6 (W.D. Mich. Feb. 11, 1991) ("It is . . . well recognized that the court should defer to the judgment of experienced counsel who has competently evaluated the strength of the proofs")*; Hughes v. Microsoft Corp*., 2001 U.S. Dist. LEXIS 5976, at *21 (W.D. Wash. Mar. 26, 2001) (same); *Int'l Union of Elec., Salaried, Mach. & Furniture Workers v. Unisys Corp*., 858 F. Supp. 1243, 1265 (E.D.N.Y. 1994) (same). The opinions of Class Counsel favor preliminary approval.

Second, the Class is cohesive and relatively homogeneous so that the Settlement Agreement affects similarly-situated class members in the same fashion. In addition to providing lifetime retiree health benefits, the Settlement Agreement provides for the reimbursement, with interest, of certain premiums charged by Defendants, unpaid Medicare Part B premium reimbursements and benefits based on the same benchmark, by paying the specific total reimbursement amounts owed and attributable to individual Class Members. The Settlement Agreement reasonably treats the claims of the Class.

Third, the Settlement Agreement does not provide for excessive compensation for the attorneys. The Settlement Agreement provides that Plaintiffs' counsel will receive compensation for all attorney hours at $425 per hour and expenses, subject to a maximum of $525,000. Class Counsel has invested more than 1,000 hours in this action since the last fee application. Class Counsel agreed to this cap as a final step to settle this action.

Fourth, and finally, courts recognize that the best indicator of good faith negotiations is the fairness of the terms of the settlement itself. *Bowling v. Pfizer, Inc.*, 143 F.R.D. 141, 152 (S.D. Ohio 1992) (citation omitted). In evaluating a proposed settlement,

> [C]ourts have essentially engaged in what can be described as the "proof is in the eating" test. In essence, under this test, if the terms of the proposed settlement are fair, then the court may assume the negotiations were proper.

Id. (*citing In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 212 (5th Cir. 1981)). As discussed *supra*, the Settlement is fair so that this Court can conclude that the negotiations were proper.

In sum, the Settlement Agreement provides significant benefits to the Class and reflects the Parties' informed judgment as to the risks and likely benefits of litigation. The Parties respectfully submit that the Court should grant preliminary approval.

B. The Court Should Approve the Parties' Proposed Class Notice and Method of Service

This Court has "virtually complete discretion" in determining what constitutes reasonable notice of a class settlement under Rule 23(e)(1), in form as well as method. 4 *Newberg* § 11:53. The notice's content should "apprise[] prospective [class] members of the terms of the Proposed Settlement, the identity of persons entitled to participate in it[,] and the options that are open to the [class] members in connection with the proceedings." *Carlough v. Amchem Prods.*, 158 F.R.D. 314, 332 (E.D. Pa. 1993) (citation omitted); *Accord Mullane v. Cont. Hanover Bank &*

Trust Co., 339 U.S. 306 (1950). *See generally* Manual for Complex Litigation § 21.633. The method should be "reasonably calculated to provide notice to the identifiable absent class members." *Burns v. Elrod*, 757 F.2d 151, 154 (7th Cir. 1985); *Schaefer v. Tannian*, 164 F.R.D. 630, 637 (E.D. Mich. 1996).

The Parties have agreed on the content of the proposed Class Notice. The Parties also have agreed on the method of service of the proposed Class Notice.

The proposed Class Notice explains the nature of the controversy, the details of the settlement, the eligibility of Class Members to participate in the settlement, and their right to object. Each member of the Class will receive individual notice directly by mail to his or her home. As a result, the form of the Class Notice and method of service comply with the law, and the Parties respectfully urge the Court to approve them. *See, e.g., Whetman v. IKON Office Solutions, Inc., Sec. Litig*, 209 F.R.D. 94, 101 (E.D. Pa. 2002).

IV. Conclusion

In order to effect the Parties' Settlement as detailed in the Settlement Agreement, the Parties respectfully request the Court to: (i) preliminarily approve the Settlement Agreement; (ii) approve the proposed Class Notice and procedure for distributing the Class Notice; (iii) set a date for a fairness hearing under Federal Rule of Civil Procedure 23(e)(2); and (iv) approve Leroy Leister as a Class Representative.

Date:_____, 2015

By: /s/ Michael L. Fayette, Esq.

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Date:_____, 2015

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Attorneys for Defendants

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Brief was served on counsel for Plaintiffs via filing through this Court's ECF system, this __ day of _____, 2015.

/s/ Jack F. Fuchs, Esq.
Jack F. Fuchs, Esq.

Exhibit 6

Newell Window Furnishings, Inc. Settlement Information Form

Disclosure and Benefit Forms

As part of the settlement of litigation dating to 2006 regarding retiree health benefits (the "Settlement"), the enclosed form is designed to assist the Newell Rubbermaid Health and Welfare Program 506 (the "Plan") in providing retiree health benefits to you as a former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, your spouse, your eligible dependents, your estate, or your beneficiary.

Once you or, if applicable, your spouse/dependent/executor/executrix/administrator/administratrix/beneficiary, has completed this form, please mail the form and supporting documentation to Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328 .

For More Information Regarding the Settlement

This letter and form is not a Class Notice regarding the Settlement. For more information regarding the Settlement, please contact Michael L. Fayette, Esq. or H. Rhett Pinsky, Esq. of Pinsky, Smith, Fayette & Kennedy, LLP, 146 Monroe Ctr., NW, Suite 805, Grand Rapids, Michigan 49503-2824, (616) 451-8496.

Notice of Time to Assert Claims for Benefits

The Plan will calculate and pay reimbursements and benefits that may be due to you under the terms of the Settlement, including benefits for health care services received since January 1, 2006. If you dispute the benefits that the Plan provides under the terms of the Settlement, you must submit to Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328 a written claim under the terms of the Plan within one (1) year of the receipt of the Settlement benefits that identifies the basis for your claim, together with any supporting information and documentation that you may have. If you fail to submit a written claim disputing the benefits that the Plan provides under the terms of the Settlement within one (1) year of the Effective Date of the Settlement, your claim will be denied as time-barred.

Sincerely,

< Name>
<Title>
Newell Rubbermaid

This letter and the enclosed form do not alter the benefits you are entitled to receive under the terms of the Plan and the Settlement. If there is any discrepancy between this communication and the official Plan or Settlement documents, the official Plan or Settlement documents will control.

Newell Window Furnishings, Inc. Settlement Information Form

Instructions:

- *Complete this Settlement Information Form. Please mail the original* form *and supporting documentation to* Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328 *. Please retain a copy for your records.*

I certify that, as of the date I am sending this *Settlement Information Form* to Claims Administrator, Newell Rubbermaid Health and Welfare Program 506, 3 Glenlake Parkway, Atlanta, GA 30328 , I am:

[ ] A former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998

[ ] A surviving spouse of a deceased former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998

[ ] A dependent of a former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998

[ ] The executor/executrix/administrator/administratrix of the estate of a former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998

[ ] A person identified as a beneficiary of a life insurance plan of a former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998

Requested Documentation:

I understand that, in addition to completing this *Form*, I should provide (to the extent applicable) the following documentation to support eligibility for benefits:

- **If a retiree, proof of my age** via a photocopy of my birth certificate, driver's license or passport.
- **If a spouse, proof of my marital status** via a photocopy of my marriage certificate. By providing my marriage certificate, I am certifying that I am legally married to the individual named in the marriage certificate as of the date I submit my form.
- **If a dependent, proof of eligibility of the dependent** via a photocopy of the dependent's birth certificate, driver license or passport. By providing evidence of eligibility as a dependent, I am certifying that I am a dependent of the retiree as of the date I submit my form.
- **If a surviving spouse of a retiree, proof of my marital status** via a photocopy of my marriage certificate and of my spouse's death certificate.
- **If an executor/executrix/administrator/administratrix of the estate** of a former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who retired prior to or on July 31, 1998, proof via copies of the retiree's death certificate and of a power of appointment.
- **If a beneficiary of the life insurance plan for** a deceased former Newell Furnishings, Inc., Kirsch Division, Kirsch Company or Cooper Industries, Inc. bargaining unit employee at the Sturgis, Michigan facility who

retired prior to or on July 31, 1998, photocopies of your birth certificate, driver license or passport and of a beneficiary designation**.**

Newell Window Furnishings, Inc. Settlement Information Form

Retiree, Spouse, Dependent, Executor/Executrix/Administrator/Administratrix and Beneficiary Information:

Please provide the information in this section to the extent known and applicable.

Retiree's Name: _____

SSN: _____

Your Address:

_____

_____

Telephone: _____

Retiree's Date of Birth: _____

Spouse's Name: _____

Spouse's SSN: _____

Spouse's Date of Birth:

Beneficiary's Name _____

Executor/executrix/administrator/administratrix _____

Acknowledgment:

I have examined the above personal information on this form, I certify that it is accurate. I further certify that the documentation I have submitted is a true and accurate copy of the originals.

Signature: _____

Date: _____, 2015