

Exhibit A

JONES DAY

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DIRECT NUMBER: (202) 879-4676
MRSHUMAKER@JONESDAY.COM

July 24, 2015

BY HAND

Samsung Electronics America, Inc.
105 Challenger Road
Ridgefield Park, NJ 07660

Re: United States v. AB Electrolux, et al., 1:15-cv-01039-EGS (D.D.C.)

Dear Samsung Electronics:

We write on behalf of AB Electrolux and Electrolux North America, Inc. (“Electrolux”), who are among the named defendants in *United States v. AB Electrolux, et al.* As you likely know, the U.S. Department of Justice (“DOJ”) recently filed a complaint seeking to block Electrolux’s acquisition of General Electric Company’s appliance business, making General Electric Company (“GE”) a co-defendant in the matter. Electrolux and GE strongly believe the acquisition will increase competition and provide our direct customers as well as consumers a greater choice of high quality products at a wider range of competitive prices. To ensure that the court has the information it needs to reach an informed decision on this point, the parties are reaching out to a number of third parties, including your company, for data and documents directly related to the allegations and defenses in the case.

Enclosed is a subpoena for certain data, documents, and information that has been served on you or your registered agent outlining the types of materials requested. The subpoena requests that all responsive material be produced by August 12, 2015. However, once you and/or your counsel have had an opportunity to review the requests, we hope to speak with you or your counsel soon after at your convenience to discuss ways in which the requests can be clarified or potentially revised to minimize the burden and expense of compliance. We are also in the process of reviewing information that the DOJ recently provided to Electrolux and GE to determine whether the enclosed requests can be narrowed further, but wanted to ensure that you received as much advance notice as possible regarding the types of information Electrolux and GE may need from you. We are happy to discuss the necessity of the information requested in the subpoena and any concerns you may have.

To protect any confidential information provided in response to these requests, the court has entered the enclosed Protective Order. This order governs all material produced in connection with the subpoena and *United States v. AB Electrolux, et al.*; as a non-party, you are

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July 24, 2015
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entitled to designate certain responsive data and materials as "Confidential Information" to ensure they are protected from improper disclosure or use. We ask that you please sign and date the enclosed declaration and return it along with the responsive material.

We look forward to hearing from you or your counsel at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Shumaker", with a long horizontal flourish extending to the right.

Michael R. Shumaker

Enclosures

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the
District of Columbia

United States)	
<i>Plaintiff</i>)	
v.)	Civil Action No. 1:15-cv-01039
AB Electrolux, Electrolux North America, Inc., and General Electric Company)	
<i>Defendant</i>)	

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Samsung Electronics America, Inc.
(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See attachment.

Place: Jones Day 51 Louisiana Avenue, NW Washington, DC 20001	Date and Time: 08/12/2015 5:30 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/24/2015

CLERK OF COURT

Signature of Clerk or Deputy Clerk

OR



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* AB Electrolux and Electrolux North America, Inc., who issues or requests this subpoena, are:

Michael R. Shumaker, 51 Louisiana Avenue, NW, Washington, DC 20001, mrshumaker@jonesday.com, (202)879-4676

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 1:15-cv-01039

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A)** within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B)** within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i)** is a party or a party's officer; or
 - (ii)** is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A)** production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B)** inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i)** At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i)** fails to allow a reasonable time to comply;
- (ii)** requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv)** subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i)** disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii)** ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i)** expressly make the claim; and
- (ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SUBPOENA ATTACHMENT

Pursuant to Federal Rule of Civil Procedure 34 and 45, Defendants AB Electrolux, Electrolux North America, Inc. (collectively, “Electrolux”), and General Electric Company (“GE”) request that Samsung Electronics America, Inc. and its parent, Samsung Electronics, Co., Ltd. (collectively, “Samsung”), produce the documents and materials identified below to the extent that they have not already been produced to the Department of Justice pursuant to compulsory process. Please deliver the requested documents and material to the attention of Michael R. Shumaker, Esq., Jones Day, 51 Louisiana Avenue, N.W., Washington, DC, 20001 no later than 5:30 p.m. on August 12, 2015.

REQUESTS FOR PRODUCTION

REQUEST NO. 1

All documents that reflect Samsung’s business plans, strategic plans, forecasts, analyses, projections, pricing and promotional strategies related to the sale of appliances in the U.S. for the period January 1, 2012 onward.

REQUEST NO. 2

All documents relating to Samsung’s current and planned distribution, installation and service capabilities in the U.S. to support the sale of appliances.

REQUEST NO. 3

All documents relating to Samsung’s view or analysis of competition in the sale of appliances in the U.S.

REQUEST NO. 4

Documents sufficient to identify Samsung’s kitchen and laundry appliances offered for sale in the U.S. at any point from January 1, 2012 onward, including but not limited to appliances scheduled or otherwise expected to be introduced or offered for sale in the future.

REQUEST NO. 5

All documents related to any internal or external analyses or communications regarding the acquisition of GE’s appliances business by AB Electrolux.

REQUEST NO. 6

All documents and information provided to or received from the DOJ relating to the acquisition of GE's appliances business by AB Electrolux.

REQUEST NO. 7

Documents and data sufficient to show and understand (via instructions or related data dictionaries) Samsung's Sales Data for all appliances sold in the U.S., including the identity of all appliance customers to whom Samsung's appliances were sold.

REQUEST NO. 8

Separately by appliance category (*e.g.*, dishwasher, cooking tops, ranges, etc.), documents and data sufficient to show Samsung's aggregate sales in that category on a global basis for each of the years 2012-14 and for the first six months of 2015.

REQUEST NO. 9

Documents and data sufficient to show and understand (via instructions or related data dictionaries) Samsung's profitability by customer for the sale of Samsung's appliances in the U.S.

REQUEST NO. 10

Quarterly profit and loss statements (P&Ls) relating to the sale of Samsung's appliances in the U.S.

REQUEST NO. 11

All contracts and agreements with retail, builder, or contract customers relating to the purchase, sale, supply, distribution, or display of Samsung's appliances, including all documents relating to the negotiation thereof.

REQUEST NO. 12

All documents that reflect any requests for proposals or bids relating to all or any part of the period 2010-2017 for the sale, supply, distribution, display or purchase of Samsung's appliances in the U.S., including all related documents submitted in response to those requests for proposal or requests for bids.

REQUEST NO. 13

All documents and data relating to Samsung's tracking of "meeting competition" requests, "price exception requests" or similarly purposed requests for appliances sold or purchased in the U.S.

REQUEST NO. 14

One copy of each organizational chart for each of the company's facilities or divisions involved in or related to the manufacture, sale, distribution, and promotion of appliances for the period 2010 to the present.

REQUEST NO. 15

Documents sufficient to show and describe (i) Samsung's sales and service organizations for kitchen and laundry appliances, including the number and location of employees within those organizations and those employees' general duties and responsibilities, and (ii) Samsung's delivery and installation capabilities for kitchen and laundry appliances, as well as Samsung's process for delivering and installing kitchen and laundry appliances to consumers and other customers.

REQUEST NO. 16

All documents relating to Samsung's plans, strategies, and steps taken or proposed or considered to be taken to develop, grow, or increase its sales of appliances to the contract channel.

REQUEST NO. 17

Documents sufficient to show the trade, home, or appliances shows that Samsung attended or participated in since January 1, 2010 in connection with its appliance business and all presentations or handouts used by Samsung at those shows.

REQUEST NO. 18

All documents relating to Samsung's plans, strategies and steps taken or proposed or considered to be taken to develop, grow, or increase its capability to sell, market, or otherwise distribute cooking appliances in the U.S.

REQUEST NO. 19

All documents that identify retailers and other distributors that Samsung has targeted or upon which it has focused to sell, supply, or distribute its appliances for resale to the contract channel, and all documents relating to Samsung's efforts to sell, supply, or distribute its appliances in such channel.

REQUEST NO. 20

Documents sufficient to identify the entities or individuals with whom Samsung has a contract manufacturing relationship for appliances and all related contracts and agreements.

REQUEST NO. 21

Documents sufficient to show the location of all warehouses, call centers and related IT connectivity used by Samsung in the sale, supply, and distribution of appliances to U.S. customers.

REQUEST NO. 22

All documents relating to Samsung's efforts to increase its presence or other capabilities in any retailer in connection with appliances since January 1, 2010, including but not limited to any store-within-a-store program or efforts.

REQUEST NO. 23

Documents and data sufficient to show Samsung's estimates of capacity, capacity utilization, and excess (unutilized) capacity by manufacturing facility (located in the U.S. and worldwide), separately by appliance category.

DEFINITIONS

Unless the context indicates otherwise, the following definitions shall apply to these requests:

1. "AB Electrolux" (or "Electrolux") means AB Electrolux, and its predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents and representatives.
2. "All" (or "all") and "Each" (or "each"), as used herein, shall be construed as all and each.
3. "And" ("and") and "Or" ("or"), as used herein, shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed outside of its scope.
4. "Any" (or "any"), as used herein, means each and every.
5. "Appliances" (or "appliances") or "Appliance" (or "appliance") means all ranges, wall ovens, cook tops, refrigerators, dishwashers, clothes washers, clothes dryers, and freezers.

6. “Appliance Supplier” (or “appliance supplier”) means any person, company, or entity that manufactures appliances or owns an appliance brand.

7. “Bid” (or “bid”) means a proposal or offer to sell, supply, or purchase any relevant appliance product in a competitive commercial process.

8. “Builder or Contract Customer” means a professional builder or commercial customer who buys appliances for use in the Contract Channel; not a retail customer or individual residential end-user customer.

9. “Communication” (or “communication”), as used herein, means all modes of conveying information, including but not limited to telephone calls, e-mails and all other forms of electronic communication and electronic messaging, letters, conversations, interviews, meetings, hearings, and other written, electronic or spoken language or graphics between two or more persons, however transmitted or stored.

10. “Concerning” (or “concerning”), “Related to” (or “related to”), and “Regarding” (or “regarding”), as used herein, mean analyzing, alluding to, concerning, considering, commenting on, consulting, comprising, containing, describing, dealing with, evidencing, identifying, involving, reporting on, relating to, reflecting, referring to, regarding, studying, mentioning, or pertaining to, in whole or in part.

11. “Contract Channel” means the sale of Appliances to, or use of Appliances by, single-family and multi-family homebuilders, distributors (whether officially authorized or not), property managers of apartment and condominium buildings, hotels/motels, manufactured housing, and governmental entities.

12. “Cooking Appliances” (or “cooking appliances”) means ranges, wall ovens and cook tops.

13. “Document” (or “documents”) is defined as broadly as that term is construed under Rule 34 of the Federal Rules of Civil Procedure, and is meant to include, but is not limited to, all tangible and intangible modes of communicating, conveying or providing any information such as writings, correspondence, communications, notes, letters, memoranda, drawings, graphs, charts, photographs, discs, computer recordings, electronic mail, spreadsheets, data, databases, and any other data compilations from which information can be obtained.

14. “DOJ” means the Department of Justice, its employees, attorneys, accountants, economists, staff, consultants, experts, agents, and representatives, and specifically includes any third party representative or agent, wherever located, acting or purporting to act on behalf of or assisting the DOJ.

15. “General Electric Company” (or “GE”) means General Electric Company, and its predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents and representatives, including GE’s appliances business.

16. “Kitchen and Laundry Appliances” (or “kitchen and laundry appliances”) means ranges, wall ovens, cook tops, refrigerators, dishwashers, clothes washers, and clothes dryers.

17. “Person” (or “person”) means any natural person, corporation, association, organization, firm, company, partnership, joint venture, trust, estate, or other legal or governmental entity (*e.g.*, the U.S. Department of Justice, a state Department of Insurance, a state Attorney General, etc.), whether or not possessing a separate juristic existence.

18. “Pro Business” or “Contractor Business” means a retailers’ business unit, section or division that sells Appliances to builders and/or or distributors and not to retail customers or individual residential end-users.

19. “Sales Data” means information that reflects all transactions for the sale of

appliances to your customers.

20. “Samsung” means Samsung Electronics America, Inc., its parent, Samsung Electronics, Co., Ltd., and all of its predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents and representatives, including Samsung’s appliances business and brands.

21. “SKU scanner data” or “SKU scanner-level data” means data or information that reflects the unique identifier, code, or stock keeping unit type, used to record and track specific products in inventory.

22. “Third party” (or “third party”) means any person other than DOJ, Electrolux, and GE, including but not limited to the Federal Trade Commission and Congress.

23. “This Litigation” means *United States of America v. AB Electrolux et al.*, No. 15-cv-01039 (D. D.C. July 1, 2015).

24. “Transaction” (or “transaction”), as used herein, means the proposed acquisition of GE’s appliances business by Electrolux.

25. “You” (or “you”) or “Yours” (or “yours”) means Samsung Electronics America, Inc., and its parent, Samsung Electronics, Co., Ltd., their managers, employees, attorneys, accountants, economists, staff, consultants, experts, agents, and representatives, and specifically includes any third party representative or agent, wherever located, acting or purporting to act on behalf of Samsung Electronics America, Inc. or Samsung Electronics, Co., Ltd.

INSTRUCTIONS

1. Provide all responsive Documents in your possession, custody, or control or in the possession, custody or control of your representatives and agents.
2. Unless otherwise stated, the relevant time period for the requests is January 1,

2005 through the present.

3. If you do not produce certain documents or material because they were previously produced to the Department of Justice pursuant to compulsory process, please provide the Bates numbers or other identifying information for such materials.

4. For each request, you are to produce entire documents including all attachments, enclosures, cover letters, memoranda and appendices. Copies that differ in any respect from an original (because, by way of example only, handwritten or printed notations have been added) shall be treated as separate documents and produced separately. Each draft of a document is a separate document. A request for a document shall be deemed to include a request for any and all transmittal sheets, cover letters, exhibits, enclosures or attachments to the document, in addition to the document itself. For those documents written in a language other than English, please translate the document into English, and produce the foreign language document, with the English translation attached thereto.

5. Provide all electronically stored information (“ESI”) in standard, single-page Group IV TIFF format with searchable text and metadata in a Concordance or similar load file. Also, provide any spreadsheet or presentation files, including Microsoft Access, Excel, and PowerPoint files, as well as audio, audiovisual, and video files, in their native formats. Provide all hard copy documents as image files with searchable OCR text and unitize the hard copy documents to the extent possible (i.e., multi-page documents shall be produced as a single document and not as several single-page documents). Hard copy documents shall be produced as they are kept, reflecting attachment relationships between documents and information about the file folders within which the document is found. Produce the metadata for any responsive ESI with the responsive data, including the following fields: custodian, author(s), recipient(s), copy

recipient(s), blind copy recipient(s), subject, file sent date/time, file creation date/time, file modification date/time, file last accessed data/time, beginning bates, ending bates, parent beginning bates, attachment(s) beginning bates, hash value, application type, file type, file name, file size, file path, and folder path. Documents produced in native format shall be accompanied by a native link field.

6. With regard to “Sales Data,” please provide SKU-level data by customer and date (month/year) that reflects all sales transactions for appliances for the relevant time period. If available, please also provide: (a) the customer name and address; (b) customer type classification (*e.g.*, retail, single-family builder, distributor, etc.); (c) SKU product description, brand, production date/model; (d) OEM, if different from Samsung; (e) appliance sub-type (*e.g.*, top-mount refrigerator, gas cook top, front loading washer, etc.); (f) number of units sold; (g) gross sales amount by unit in dollars; (h) any rebates, bonuses or incentive payments, discounts or deductions applied; (i) net sales amount by unit in dollars; (j) any freight or delivery charges paid by the customer; (k) ship-to location of delivery to the customer.

7. Where a claim of privilege or other protection from discovery is asserted in objecting to any request or sub-part thereof, and any document is withheld (in whole or in part) on the basis of such assertion, you shall provide a log (“Privilege Log”) in Microsoft Excel format that identifies where available:

- (a) The nature of the privilege or protection from discovery (including but not limited to attorney-client, work product, and deliberative process) that is being claimed with respect to each document;
- (b) The type of each document;
- (c) The date of each document;
- (d) The author of each document;
- (e) The addresses and recipients of each document (including those recipients

cc-ed or bcc-ed);

- (f) A description of each document containing sufficient information to identify the general subject matter of the document and to enable Defendants to assess the applicability of the privilege or protection claimed; and
- (g) The identity of and any production Bates number assigned to any attachment(s), enclosure(s), cover letter(s), or cover email(s) of each document, including the information outlined in subsections (a) through (g) above for each such attachment, enclosure, cover letter, or cover email.

Attachments, enclosures, cover letters, and cover emails shall be entered separately on the Privilege Log. The Privilege Log shall include the full name, title, and employer of each author, addressee, and recipient, denoting each attorney with the letters "ESQ." Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments, enclosures, cover letters, and cover emails) for which a claim of privilege is asserted, noting where redactions to the document have been made.

8. If you assert that part of the request is objectionable, respond to the remaining parts of the request to which you do not object. For those portions of any document request to which you object, please state the reasons for such objection and describe the documents or categories of documents that are not being produced.

9. These document requests shall not be deemed to call for identical copies of documents. "Identical" means precisely the same in all respects; for example, a document with handwritten notes or editing marks shall not be deemed identical to one without such notes or marks.

10. The documents responsive to these requests are to be produced as they were kept in the ordinary course of business and are to be labeled in such a way as to show which files and offices they came from.

11. The specificity of any single request shall not limit the generality of any other request.

12. Unless clearly indicated otherwise: (a) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (b) the use of the feminine, masculine, or neuter genders shall include all genders; and (c) the singular form of a word shall include the plural and vice versa.

13. These requests are continuing in nature, and you must supplement your responses pursuant to Federal Rule of Civil Procedure 26(e). Defendants specifically reserve the right to seek supplementary responses and the additional supplementary production of documents before trial.

DECLARATION OF CUSTODIAN
OF RECORDS TO
ACCOMPANY COPIES OF RECORDS

STATE OF _____) UNITED STATES V. AB ELECTROLUX, ET AL.,
) Master File No. U.S. D. C. District of Columbia:
COUNTY OF _____) 15-cv-01039
Honorable Emmet G. Sullivan

I, _____, depose and say as follows:

- Initial: _____
1. I am the duly authorized Records Custodian for (_____) and have the authority to certify the Records attached hereto, if any, and I certify as follows:
 - _____ 2. The copies or originals of the Records attached to this Declaration are true and correct, and include all data, electronically-stored documents and other documents and information responsive to the Subpoena Duces Tecum, dated (_____); **and**
 - _____ 3. That the Records were prepared by the personnel of this business, or persons acting under their control, in the ordinary course of business at or near the time of the act, condition or event.

OR

- _____ 4. (_____) has none of the Records described in paragraph 2 above.
 - _____ A. Responsive Records were destroyed _____(date) in accord with our document retention policy. Records are discarded after _____ years.
 - _____ B. No responsive documents exist.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____, 2015.

Signature

Print Name

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AB ELECTROLUX,

ELECTROLUX NORTH AMERICA, INC.,

and

GENERAL ELECTRIC COMPANY,

Defendants.

Case No. 1:15-cv-01039-EGS

STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY

In the interests of facilitating discovery by the parties litigating this Action and of protecting the parties' and non-parties' Confidential Information from improper disclosure or use, Plaintiff United States and Defendants AB Electrolux, Electrolux North America, Inc., and General Electric Company (collectively, "parties") have agreed to provide access to and accept such Confidential Information subject to the provisions set forth below. Upon good cause having been shown, the Court ORDERS, pursuant to Federal Rule of Civil Procedure 26(c)(1)(G), as follows:

I. DEFINITIONS

1. As used in this Order:

(a) "Action" means the above-captioned action pending in this Court, including any pretrial, trial, or post-trial proceedings.

(b) “Confidential Information” means the portions of any Investigation Materials, or any other document, information, or transcript of testimony that contain any trade secret or other confidential research, development, or commercial information, as such terms are used in Fed. R. Civ. P. 26(c)(1)(G).

(c) “Defendants” means AB Electrolux and Electrolux North America, Inc. (collectively “Electrolux”) and the General Electric Company, their divisions, subsidiaries, affiliates, partnerships and joint ventures, and all directors, officers, employees, agents (including counsel), and representatives of the foregoing.

(d) “Disclosed” means shown, divulged, revealed, produced, described, transmitted, or otherwise communicated, in whole or in part.

(e) “Document” means documents or electronically stored information as defined in Fed. R. Civ. P. 34(a).

(f) “Investigation” means the Department of Justice’s or Defendants’ inquiry into the competitive effects of the proposed acquisition by Electrolux of General Electric’s appliance business.

(g) “Investigation Materials” means (a) all documents, data, information, or transcripts of testimony that (i) any non-party provided to any party either voluntarily or under compulsory process preceding the filing of this action in the course of the parties’ inquiries into the competitive effects of the proposed acquisition or (ii) any party provided to any non-party preceding the filing of this action in the course of the parties’ inquiries into the competitive effects of the proposed acquisition; and (b) any witness statements, including affidavits, transcripts, or letters, whether in hard-copy or electronic form, sent or received by any party including its counsel to or from any non-party including its counsel, preceding the filing of this

action in the course of the parties' inquiries into the competitive effects of the proposed acquisition.

(h) "Party" means Plaintiff or any Defendant. "Parties" means Plaintiff and all Defendants.

(i) "Person" means any natural person, corporate entity, partnership, association, joint venture, governmental entity, or trust.

(j) "Plaintiff" means the United States of America, the Antitrust Division of the Department of Justice, and all employees, agents, and representatives of the Antitrust Division of the Department of Justice.

(k) "Protected Person" means any person (including a party) that has provided Investigation Materials or that, voluntarily or under compulsory process, provides any documents, information, or testimony in this Action.

II. DESIGNATION OF CONFIDENTIAL INFORMATION

2. Any Investigation Materials submitted by a Protected Person during the Investigation that are entitled to confidentiality under the Antitrust Civil Process Act, 15 U.S.C. § 1313(c)(3), the Hart-Scott-Rodino Antitrust Improvements Act, 15 U.S.C. § 18a(h), or any other federal or state statute, regulation, interpretation, or precedent concerning documents in the possession of Plaintiff, and any information taken from any portion of such document, shall be treated as "Confidential Information" that is limited to "outside counsel eyes only" until Defendants' in-house counsel satisfy Paragraph 10(g), and then access shall be limited only to that in-house counsel under the terms of Paragraph 10(g).

3. Within 2 business days after the Court's entry of this Order, the applicable party shall send by email, facsimile, or overnight delivery a copy of this Order, along with any exhibits

and appendices, to each non-party Protected Person (or, if represented by counsel, the Protected Person's counsel) that provided Investigation Materials. Any of the foregoing acts constitute notice of this Order to a Protected Person. If a non-party Protected Person determines that this Order does not adequately protect its confidential Investigation Materials, it may, after meeting and conferring with the parties and within 10 days after receipt of a copy of this Order, seek additional relief from the Court.

4. A Protected Person may designate as "Confidential Information" any document, information, or transcript of testimony that it provides to any party during this Action, to the extent such information constitutes Confidential Information as defined in Paragraph 1(b) of this Order. Such designations constitute a representation to the Court that such Protected Person believes, in good faith, that the information so designated constitutes Confidential Information. Any production of any document, information, or transcript of testimony not designated as Confidential Information will not be deemed a waiver of any future designation of such document, information, or transcript of testimony as Confidential Information. But any such subsequent designation will not retroactively prohibit the prior disclosure of any document, information, or transcript of testimony for which disclosure was proper when made.

5. Designation as Confidential Information of any document, information, or transcript of testimony produced during this Action is governed as follows:

(a) After this Order is entered, whenever discovery is sought by subpoena from a non-party in this Action, a copy of this Order shall accompany the subpoena.

(b) All transcripts of depositions taken in this Action after entry of this Order will be treated as Confidential Information in their entirety for 10 days after the date a copy of the final transcript has been made available to the deponent (or the deponent's counsel) for

review. If the final transcript is not otherwise provided to the deponent (or the deponent's counsel), then the party that noticed the deposition shall provide the final transcript to the deponent or the deponent's counsel within three days of receipt. At any time during the 10-day period following receipt of the final transcript, each Protected Person may designate any portion of testimony or any deposition exhibits produced by the deponent or the deponent's employer as Confidential Information. Such designations (with reference to page(s) and line(s) of the final transcript) must be provided in writing by the person making such designations to both Plaintiff's and Defendants' counsel. When a deponent's testimony discloses information contained in any exhibit designated by a different Protected Person as Confidential Information, all parties, and the deponent and his or her counsel, shall treat the exhibit and all testimony related to such an exhibit in accordance with the exhibit's confidential designation until 10 days after the party that noticed the deposition provides to the Protected Person who so designated the exhibit each portion of the transcript relating to the exhibit, during which time that Protected Person may designate those portions of the transcript as Confidential Information.

(c) A Protected Person that designates as Confidential Information any document produced in this Action after entry of this Order must stamp or label each page of each document containing Confidential Information with the designation "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN CASE NO. 15-1039-EGS (D.D.C.)." Where Confidential Information is produced in electronic format on a disk or other medium that contains exclusively Confidential Information, the "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN CASE NO. 15-1039-EGS (D.D.C.)" designation may be placed on the disk or other medium.

6. If a Protected Person inadvertently fails to designate as Confidential Information any document, information, or transcript of testimony, it may later so designate by notifying the parties in writing. After receiving such notice, the parties shall thereafter treat the newly designated information as Confidential Information. No prior disclosure of newly designated Confidential Information shall violate this Order, and the parties have no obligations regarding such prior disclosures.

7. The parties will comply with Federal Rule of Civil Procedure 26(b)(5)(B) and any other applicable rules or orders.

8. If a party receives from a Protected Person a confidentiality waiver to allow a deponent that is not related to the waiving Protected Person to be questioned on any document, information, or transcript of testimony that would otherwise be Confidential Information that would not be permitted to be disclosed to the deponent, that waiver (including identification of the specific Confidential Information to which it pertains) must be disclosed by the party receiving the confidentiality waiver to counsel for all other parties as soon as practical, but no later than 24 hours before that witness's deposition. And if a party waives confidentiality of its own Confidential Information to allow a deponent that is not related to the party to be questioned on information that would otherwise be Confidential Information that would not be permitted to be disclosed to the deponent, that waiver (including identification of the specific Confidential Information to which it pertains) must be disclosed by the waiving party to counsel for all other parties as soon as practical, but no later than 24 hours before that witness's deposition.

III. PROCEDURE FOR CHALLENGE OF DESIGNATION OF CONFIDENTIAL INFORMATION

9. Any party that objects to the designation as Confidential Information of any document, information, or transcript of testimony that it intends to disclose to a deponent, file

with the Court, or use at trial, shall notify the Protected Person in writing, copying all parties, identifying the specific document, information, or transcript of testimony they believe should not be designated as Confidential Information and the basis for their belief. Thereafter, within 3 business days the party objecting to the designation shall attempt to confer with the Protected Person by telephone to discuss their respective positions. Unless the Protected Person withdraws the designation(s) objected to, the Protected Person shall then have 5 business days from receipt of the written objection to any of its designation(s) of Confidential Information to file a motion seeking an order upholding the designation(s). The burden of proving that any designation is proper under Fed. R. Civ. P. 26(c)(1)(G) shall be upon the Protected Person seeking to uphold the designation. If a motion is filed, or if the parties have been notified that the Protected Person intends to file a motion, the parties shall continue to treat the designated Confidential Information at issue as Confidential Information at least until a ruling on the motion and afterward if the motion is granted. If the Protected Person does not seek an order within 5 business days of receiving the written objection to the designation(s), or if the Court determines the designation of Confidential Information to have been inappropriate, the challenged designation(s) shall no longer have any effect.

IV. SCOPE OF DISCLOSURE OF CONFIDENTIAL INFORMATION

10. Except as authorized by this Order, all documents, information, or transcripts of testimony designated as Confidential Information pursuant to this Order shall not be disclosed to any person other than the persons set forth below, and may be disclosed to and used by the persons set forth below only in this Action:

(a) the Court and all persons assisting the Court in this Action, including law clerks, court reporters, and stenographic or clerical personnel;

(b) United States Department of Justice attorneys and employees, and independent contractors retained by the United States Department of Justice to assist in the prosecution of this Action or otherwise assist in its work (including testifying or consulting experts and their support staff);

(c) outside counsel acting for Defendants in this Action, that counsel's employees, and independent contractors who are not employees of any Defendant, assisting such outside counsel in the defense of this Action;

(d) authors, addressees, and recipients of any particular document, information, or transcript of testimony designated as Confidential Information solely to the extent that they have previously had lawful access to the particular document, information, or transcript of testimony disclosed or to be disclosed;

(e) persons (and their counsel) whom Plaintiff or Defendants believe(s), in good faith, to have previously had lawful access to any document, information, or transcript of testimony designated as Confidential Information, or who have been participants in a communication that is the subject of the designated Confidential Information and from whom verification of or other information about that access or participation is sought, solely to the extent of disclosing such Confidential Information to which they may have had lawful access or that is the subject of the communication in which they may have participated; provided that, unless and until the person or their counsel confirms that the person had prior lawful access or was a participant, only as much of the Confidential Information may be disclosed as may be necessary to confirm the person's prior lawful access or participation;

(f) testifying or consulting experts who are not otherwise consultants to or employees of Defendants, retained by a party to assist in the prosecution or defense of this

Action, including employees of the firm with which the expert or consultant is associated or independent contractors who are not employees of any Defendants, who are necessary to assist the expert's work in this action; and

(g) Defendants' in-house counsel who are not positioned to advise the client about business decisions that the client would make regarding, for example, pricing, marketing, distribution, or product design issues. These counsel may access Confidential Information only in person at the offices of their outside counsel, or using a secure electronic data room or document review platform using individual login identifications and passwords. Defendants each may have no more than 4 in-house counsel with access to Confidential Information.

In-house counsel for the Electrolux defendants are named in Appendix X and in-house counsel for GE are named in Appendix Y. Each of the in-house counsel listed in Appendices X and Y will file a declaration that Defendants believe is sufficient to show that the in-house counsel satisfies the requirements of this Paragraph. The United States has 4 days from the date the declarations are filed to object to any in-house counsel listed in Appendices X and Y having access to Confidential Information. If the United States does not object, Defendants shall serve on all Protected Persons (1) a notice that names the in-house counsel and informs the Protected Persons that the named in-house counsel may have access to Confidential Information, and (2) copies of the declarations. In-house counsel shall not receive access to Confidential Information earlier than 12 days after Defendants serve notice to Protected Persons absent express written consent of the United States and the Protected Person. If the United States objects during the 4-day period, or a Protected Person objects during the subsequent 12-day period, to an in-house counsel having access to its Confidential Information, then that in-house counsel may not access that Protected Person's Confidential Information until all applicable objections are resolved.

11. Before any information designated as Confidential Information may be disclosed to any person described in Paragraphs 10(f) or (g) of this Order, he or she must first read this Order or must have otherwise been instructed on his or her obligations under the Order by this Court or counsel for a party, and shall have executed the agreement attached as Appendix A. Counsel for the party making the disclosure must retain a copy of such executed agreement for a period of at least one year following the final resolution of this Action. Each person described in Paragraph 10 of this Order to whom information designated as Confidential Information is disclosed must not disclose that Confidential Information to any other person, except as provided in this Order.

12. Nothing in this Order:

(a) subject to the notice requirement in Paragraph 8 in the case of a Party, limits a Protected Person's use or disclosure of its own documents, information, or transcripts of testimony designated as Confidential Information;

(b) prevents disclosure of Confidential Information by any party to any current employee of the Protected Person that designated the Confidential Information;

(c) subject to the notice requirements in Paragraph 8, prevents disclosure of Confidential Information by any party with the consent of the person that designated the Confidential Information;

(d) prevents disclosure by a party of Confidential Information that (i) has become publicly known through no fault of that party; (ii) was lawfully acquired or known to that party independently of receipt in discovery in this Action; (iii) was previously disclosed or provided to that party without an obligation of confidentiality and not by inadvertence or mistake; or (iv) pursuant to an order of a Court or as may be required by law; or

(e) prevents Plaintiff from disclosing Confidential Information, subject to taking appropriate steps to preserve its further confidentiality, (i) to secure compliance with a Final Judgment that is entered in this Action; or (ii) for law-enforcement purposes, including in the course of any such proceedings in which Plaintiff is a party; or (iii) as otherwise required by law.

V. DISCLOSURE OF CONFIDENTIAL INFORMATION IN THIS ACTION

13. If any document, information, or transcript of testimony designated under this Order as Confidential Information is included in any pleading, motion, non-trial exhibit, or other paper to be filed with the Court, the party seeking to file such designated Confidential Information shall follow the procedures set forth in Local Rule 5.1(h) if the Confidential Information was initially produced by it, or in the applicable following ways when the Confidential Information, such as non-party Investigation Materials or non-party productions in this action, was not initially produced by the party filing it under seal:

(a) If a party files under seal with the Court any Confidential Information produced initially by a non-party, the filing party shall notify the non-party of that filing (and what Confidential Information produced by that non-party was included in the filing) within one day after the filing. After receiving such notice, the non-party shall file a motion within seven days if it seeks to maintain sealing of its Confidential Information, which will remain sealed at least until the latter of the expiration of seven days or the resolution of any timely filed motion. In addition, parties shall provide a non-party Protected Person at least 24-hours notice before any pretrial court hearings or other court proceedings during which a non-party Protected Person's Confidential Information may be publicly disclosed. Nothing in this Order shall restrict any

person from challenging the sealing of any designated Confidential Information filed under seal to the extent such person is otherwise entitled to such challenge.

(b) If a party files under seal with the Court any Confidential Information produced by another party, the party that produced the sealed Confidential Information shall file a motion within three days if it seeks to maintain sealing of its Confidential Information, which will remain sealed at least until the latter of the expiration of three days or the resolution of any timely filed motion.

14. Disclosure at trial of documents, information, and testimony designated as Confidential Information will be governed pursuant to Court order. The parties shall meet and confer and submit a recommended order no later than 30 days before trial outlining those procedures. Absent a ruling by the Court to the contrary, any document, information, or transcript of testimony designated as Confidential Information by a Protected Person that appears on an exhibit list or in deposition designations, that is admitted into evidence at trial, will be disclosed on the public record, and any examination relating to such information will likewise be disclosed on the public record, after compliance processes established by this Court.

15. All Confidential Information produced by a Protected Person shall be used solely for purposes of this Action and shall not be used for any business, commercial, competitive, personal, or other purpose.

VI. PROCEDURES UPON TERMINATION OF THIS ACTION

16. Within 90 days after receiving notice of the entry of an order, judgment, or decree terminating this Action or after all appeals, if any, have been exhausted, all persons having received information designated as Confidential Information must either make a good-faith effort to return such material and all copies thereof to the Protected Person (or the person's counsel if

represented by counsel), or destroy all such Confidential Information. Counsel for the parties will be entitled to retain court papers, deposition and trial transcripts and exhibits, expert reports and supporting documents, and work product (including compilations of documents), provided that Plaintiff's employees and Defendants' counsel and such counsel's employees do not disclose such materials to any person except pursuant to the terms of this Order or other Court order, or pursuant to written agreement with the Protected Person that produced the information designated as Confidential Information. All Confidential Information returned to the parties or their counsel by the Court likewise must be disposed of in accordance with this Paragraph. Nothing in this Paragraph restricts the rights of the Plaintiff under this Order to retain and use Confidential Information for law-enforcement purposes or as otherwise required by law.

17. This Order shall be binding on the parties to this Action, their attorneys, and their successors, personal representatives, administrators, assigns, parents, subsidiaries, divisions, affiliates, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control. The obligations imposed by this Order survive the termination of this litigation unless the Court, which shall retain jurisdiction to resolve any disputes arising out of this Order, orders otherwise.

VII. RIGHT TO SEEK MODIFICATION OF THIS ORDER

18. Nothing in this Order prevents any person, including members of the public, from seeking modification of this Order, upon motion made pursuant to the rules of this Court.

Dated: July 16, 2015

Respectfully submitted,

/s/ Ethan C. Glass

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*Counsel for Defendant General Electric
Company*

* * *

IT IS SO ORDERED.

DATED: July _____, 2015

EMMET G. SULLIVAN
UNITED STATES DISTRICT JUDGE

APPENDIX A
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AB ELECTROLUX,

ELECTROLUX NORTH AMERICA, INC.,

and

GENERAL ELECTRIC COMPANY,

Defendants.

Case No. 1:15-cv-01039-EGS

AGREEMENT CONCERNING CONFIDENTIALITY

I, _____, am employed as _____ by _____. I hereby certify that:

1. I have read the Stipulated Protective Order (“Protective Order”) entered in the above-captioned action, and understand its terms.

2. I agree to be bound by the terms of the Protective Order and agree to use information, designated as Confidential Information, provided to me only for the purpose of this litigation.

3. I understand that my failure to abide by the terms of the Protective Order entered in the above-captioned action will subject me, without limitation, to civil and criminal penalties for contempt of Court.

4. I submit to the jurisdiction of the United States District Court for the District of Columbia solely for the purpose of enforcing the terms of the Protective Order entered in the above-captioned action and freely and knowingly waive any right I may otherwise have to object to the jurisdiction of said Court.

5. I make this certificate this _____ day of _____, 201_.

Signed: _____

APPENDIX X

PARAGRAPH 10(G): IN-HOUSE COUNSEL AT ELECTROLUX DEFENDANTS

MICHAEL BELL
ULRIKA ELFVING
MIKAEL ÖSTMAN

APPENDIX Y

PARAGRAPH 10(G): IN-HOUSE COUNSEL AT GENERAL ELECTRIC

BRADFORD A. BERENSON
AIMEE IMUNDO
SHARIS A. POZEN
ROLAND G. SCHROEDER