

If you purchased a Whirlpool-manufactured refrigerator with a bottom freezer, you may be entitled to benefits from a class action Settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Whirlpool Corp. (“Whirlpool” or “Defendant”) regarding certain refrigerators with bottom freezers manufactured between 2009 and 2018.
- If you are included in the Settlement, you may qualify for reimbursement of out-of-pocket repair expenses incurred due to past or future freezer drain tube blockage problems that may result in leaking from the freezer door.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: January 22, 2020	Submitting a Claim Form is the only way to be reimbursed for repairs to a Class Refrigerator with freezer drain blockage problems.
EXCLUDE YOURSELF Deadline: October 21, 2019	Excluding yourself, or “opting out,” is the only option that allows you to ever be part of another lawsuit against Whirlpool for the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits provided by this Settlement.
OBJECT Deadline: October 21, 2019	Mailing an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.
ATTEND THE FAIRNESS HEARING November 22, 2019 at 10:00 a.m.	You may request an opportunity to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will <u>not</u> receive reimbursement for repair expenses, and you will give up your right to ever be part of another lawsuit against Defendant about the legal claims resolved by this Settlement.

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement and you submit a valid claim, benefits will be issued after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed Settlement and about all of your options before it decides whether to approve the Settlement. This notice explains the Lawsuit, the Settlement, your legal rights, the benefits that are available, and who may qualify for those benefits.

Judge Beth L. Freeman of the United States District Court, Northern District of California is overseeing the Settlement. The case is known as *Julie Corzine v. Whirlpool Corporation*, Case No. 5:15-cv-05764-BLF (the “Lawsuit”). The person who sued is called the “Plaintiff,” and the company she sued, Whirlpool, is called the “Defendant.”

2. Why did I receive a notice?

If you received a notice by mail or email, the Defendant’s records indicate that you may have purchased a Whirlpool-manufactured refrigerator with a bottom freezer that has a model and serial number listed as eligible at www.FreezerSettlement.com. These specific refrigerators are referred to as the “Class Refrigerators” throughout this notice.

3. What is the lawsuit about?

The Lawsuit claims that the Class Refrigerators can be susceptible to freezer drain tube blockage, which may result in ice build-up on the floor of the freezer compartment, and in some instances, water leakage (a “Freezing Event”). The Lawsuit further claims that the Defendant breached warranties, was negligent, and violated state consumer protection statutes in connection with the manufacture and sale of the Class Refrigerators.

Defendant denies that there is any defect in the Class Refrigerators. Defendant also denies that it violated any law or engaged in any wrongdoing.

The Settlement does not include personal injury or property damage claims other than for damage to the Class Refrigerator itself, and the Settlement does not release any of these claims.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue for all people who have similar claims. Together, these people are called a “Settlement Class” or “Class Members.” One court resolves the legal issues for all Class Members, except for those who exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court did not decide which side was right or whether the Class Refrigerators are defective. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Settlement does not mean that the Court found that Defendant broke any laws or did anything wrong. The Class Representative and the lawyers representing her (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

THE SETTLEMENT CLASS—WHO IS INCLUDED

6. Who is included in the Settlement?

The Settlement Class includes all residents of the United States and its territories who: (a) purchased a new Class Refrigerator; (b) acquired a Class Refrigerator as part of the purchase or remodel of a home; or (c), received a new Class Refrigerator as a gift.

7. How do I know if I am a Class Member?

To determine if you are a Class Member, you need to verify that the model number and serial number of your refrigerator are listed among qualifying Class Refrigerators in the Settlement. You can compare your information to a list of qualifying Class Refrigerators available at the Settlement Administrator’s website, www.FreezerSettlement.com.

8. Who is not included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendant and its parents and subsidiaries; (2) insurers of Class Members; (3) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Class Member; and (4) all third-party issuers or providers of extended warranties or service contracts for the Class Refrigerator.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

The Settlement provides cash reimbursement of certain out-of-pocket expenses, up to \$150, for repair costs to replace your Class Refrigerator's drain tube within five years of purchase due to a Freezing Event. Class Members who experience a Freezing Event after September 5, 2019 and within five years of purchase can receive these same benefits by contacting and scheduling service through Whirlpool. Additionally, Whirlpool has agreed to keep in place its special service project that provides a free replacement drain tube part to persons who experience a Freezing Event as reported to Whirlpool by a service technician through December 31, 2021 for Class Refrigerator models in Exhibit 2, Group A or through December 31, 2026 for Class Refrigerator models in Group B.

10. Tell me more about the reimbursements for Past Freezing Events.

Class Members who experienced a Freezing Event with their Class Refrigerator, and who within the first five years of purchase paid out-of-pocket to repair their Class Refrigerator by replacing the drain tube, may be entitled to reimbursement of the actual amount the Class Member paid for those expenses, supported by documentary proof, up to a maximum of \$150 as follows:

- 100% of parts and labor costs for Qualifying Repairs you paid for in years one (1) through three (3) after purchase;
- 100% of parts and 65% of labor costs for Qualifying Repairs you paid for in year four (4) after purchase; and
- 100% of parts and 50% of labor costs for Qualifying Repairs you paid for in year five (5) after purchase.

Eligibility for this benefit requires all Class Members to submit their Class Refrigerator model and serial number and to prove through the submission of documentary proof or, alternatively, a declaration for some requirements, (1) the original date of purchase or acquisition of the Class Refrigerator, (2) that the Class Member experienced a Freezing Event, (3) that the Class Member had a service technician repair the problem by unclogging or replacing the drain tube within five years of purchase or acquisition, and (4) that the Class Member paid out of pocket for that repair.

Class Members who previously received compensation or a voluntary benefit from Whirlpool for a Freezing Event will have the amount of their reimbursement reduced by the amount of the compensation or benefit already received.

Class Members who did not incur out-of-pocket repair expenses due to a Freezing Event within five years of purchase or acquisition are not eligible for cash reimbursement.

11. What is the deadline to submit a Claim Form for a Past Freezing Event?

You will have until **January 22, 2020**, to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses for a past Freezing Event.

12. Tell me more about benefits available for Future Freezing Events.

If you are a Class Member and you experience a Freezing Event after September 5, 2019 and within five years of purchase or acquisition of your Class Refrigerator, you must contact Whirlpool at 1-888-900-7957 to report the Freezing Event and to schedule service. Customers should call this number only if they need to schedule service for a Freezing Event after September 5, 2019. For all questions regarding reimbursement, customers should call 1-833-456-8243.

If the Service Technician reports to Whirlpool that your Class Refrigerator experienced a Freezing Event, Whirlpool

will pay for the replacement part and reimburse up to \$150 for the repair service as follows:

- 100% of parts and labor costs for Qualifying Repairs you paid for in years one (1) through three (3) after purchase;
- 100% of parts and 65% of labor costs for Qualifying Repairs you paid for in year four (4) after purchase; and
- 100% of parts and 50% of labor costs for Qualifying Repairs you paid for in year five (5) after purchase.

13. What is the deadline to submit a claim form for a Future Freezing Event?

All claims for future Freezing Events must be reported to Whirlpool within 90 days after experiencing the Freezing Event, and the Freezing Event must itself occur no later than five years after you purchased or acquired your Class Refrigerator.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

14. How many benefits can I receive?

If you qualify, you may receive one benefit for each Class Refrigerator that you purchased or acquired. You must submit a separate Claim Form for each Class Refrigerator. You must elect the benefit you wish to receive at the time you submit your Claim Form.

15. How do I get a Settlement benefit to which I may be entitled?

You must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail postmarked by **January 22, 2020** for a Past Freezing Event and within 90 days of experiencing a Future Freezing Event. Claim Forms are available for download and submission at www.FreezerSettlement.com. You can also contact the Settlement Administrator by telephone at 1-833-456-8243, by email at Claims@FreezerSettlement.com, or by writing to Corzine v. Whirlpool Corp. Settlement, Attn: Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, to request a Claim Form.

16. What rights am I giving up by getting benefits and staying in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. Generally, that means you won't be able to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties ("Releasees") for the legal issues and claims resolved by this Settlement. **Personal injury claims or claims for damage to property other than to the Class Refrigerator itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 17).

17. What are the Released Claims?

The claims that you are releasing, the "Released Claims," are all claims for economic loss relating to the use and performance of the Class Refrigerator's drain tube part, including all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, or premium-price damages, arising out of the Class Members' purchases or uses of the Class Refrigerators. The released parties, also called "the Releasees," is Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (c) all distributors, retailers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Refrigerators. The Settlement is expressly intended to cover and include all such claims, actions, and causes of action for economic losses or damages (including, but not limited to, claims for diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or premium-price damages), dealing whatsoever with the Class Refrigerator drain tube parts. **The Released Claims, however, do not include any claims for damage to property other than the Class Refrigerator itself or personal injury.**

The complete Settlement Agreement describes the Released Claims in necessary legal terminology. Please read it carefully. A copy of the Settlement Agreement is available at www.FreezerSettlement.com. You can also talk to

one of the lawyers listed below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

18. Do I have a lawyer in this case?

Yes. The Court appointed Graham B. LippSmith and Jaclyn L. Anderson of Kasdan LippSmith Weber Turner LLP as Class Counsel, to represent you and other Class Members. You will not be charged for the services of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will these lawyers be paid?

Class Counsel will ask the Court to award them up to \$1,850,000 for attorney fees and reimbursement of the litigation expenses and costs they incurred and/or advanced. They will also ask for a service award of \$5,000 to be paid to Class Representative Julie Corzine. If approved, Whirlpool will separately pay these fees, costs, expenses, and service award. **These amounts will not reduce the amount of benefits available to Class Members.** In addition, Defendants have also agreed to pay the Settlement Administrator's fees and expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Class Members as part of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue Defendant about the legal claims in this lawsuit, and you don't want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is sometimes called "opting out" of the Settlement Class.

20. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator an Opt-Out Form available at www.FreezerSettlement.com or a letter stating: "I want to be excluded from the Settlement Class in *Julie Corzine v. Whirlpool Corp.*, Case No. 5:15-cv-05764-BLF." Your Opt-Out Form or letter must include your full name, current address, your signature, and the date you signed it. To be valid, your Opt-Out Form or request for exclusion must be sent to the Settlement Administrator at the address below with a postmark no later than **October 21, 2019**.

***Class Action Opt Out/Objection
Corzine v. Whirlpool Corp. Settlement***
PO Box 58220
1500 John F Kennedy Blvd, Suite C31
Philadelphia, PA 19102

21. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement Class in this Settlement. You can only get Settlement benefits if you stay in the Settlement Class and submit a valid Claim Form for benefits as described above.

22. If I don't exclude myself, can I sue Defendants for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendants for the claims that this Settlement resolves and releases (see Question 17). You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit involving the same claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or with any part of it.

23. How do I tell the Court if I don't like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object,

you or your attorney must mail and cause to be postmarked a written objection and supporting papers to the Settlement Administrator, Class Counsel, and Counsel for Whirlpool. Your objection must contain: (1) the name of the Lawsuit (*Julie Corzine v. Whirlpool Corp.*, Case No. 5:15-cv-05764-BLF); (2) your full name and current address; (3) the serial number and model number of your Class Refrigerator; (5) the specific reasons for your objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (6) your signature; and (7) the date of your signature.

You must mail your written objection to the Settlement Administrator at the address listed in response to Question 20. You must mail your written objection to Class Counsel at: Graham B. LippSmith, Kasdan LippSmith Weber Turner LLP, 360 East 2nd St., Suite 300, Los Angeles, CA 90012, and to Defense Counsel at: Andrew M. Unthank, Wheeler Trigg O'Donnell LLP, 370 17th Street, Suite 4500, Denver CO 80202.

Your written objection must be mailed with a postmark no later than **October 21, 2019**.

24. What is the difference between objecting and asking to be excluded from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you don't have to.

25. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **November 22, 2019**, at 10:00 a.m. PST, at the U.S. District Court for the Northern District of California, located at the Robert F. Peckham Federal Building, 280 South 1st Street, Courtroom 3, San Jose, California 95113, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 27). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

26. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have about the Settlement. However, you are welcome to come at your own expense. If you mail an objection to the Settlement, you don't have to come to Court to talk about it. As long as you mail your written objection on time, sign it and provide all of the required information (see Question 23) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

27. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must mail a written request to the Court stating that it is your "Notice of Intent to Appear at the Fairness Hearing in *Julie Corzine v. Whirlpool Corp.*, Case No. 5:15-cv-05764-BLF" and serve copies of that Notice on Class Counsel and Defense Counsel using the addresses listed in Question 23. You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear on your behalf. Your written Notice of Intent to Appear must be mailed to the Court by **October 21, 2019**.

IF YOU DO NOTHING

28. What happens if I don't do anything?

If you do nothing, you won't get any benefits from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Releasees about the legal issues or claims resolved and released by this Settlement.

GETTING MORE INFORMATION

29. What if I feel like I need more information about what I should or should not do?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available online at www.FreezerSettlement.com. If you have questions, you may contact the Settlement Administrator by mail at Corzine v. Whirlpool Corp. Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by email at Claims@FreezerSettlement.com, or by phone at 1-833-456-8243, or visit Class Counsel's website (www.klwtlaw.com) for their contact information should you wish to communicate with them directly.

DO NOT WRITE OR CALL THE COURT, WHIRLPOOL, OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.