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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10

11 JULIE CORZINE, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 WHIRLPOOL CORPORATION, a
16 Delaware corporation; and DOES 1
through 50, inclusive,

17 Defendants.
18

Case No: 5:15-cv-05764-BLF

**FIRST AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

19 This Class Action Settlement Agreement and Release (“Agreement”) is made
20 and entered into as of this 19th day of August 2019, by Julie Corzine (“Plaintiff”), on
21 behalf of herself and the Settlement Class, as defined below, and Defendant Whirlpool
22 Corporation (“Whirlpool”), to settle, fully and finally, the claims that have been
23 brought in this putative class-action lawsuit, with limited exceptions detailed below,
24 on behalf of the Settlement Class against Defendant relating to certain refrigerators
25 described below.

26 1. A dispute has arisen between the Parties concerning certain Whirlpool-
27 manufactured refrigerators specifically defined in Paragraph I.J;

28 2. Plaintiff filed a putative class-action lawsuit alleging, among other

1 things, that the Class Refrigerators contain a design defect, in that components of the
2 freezer drain tubes with duckbill grommets may become clogged, blocking the flow of
3 defrosted water from the freezer, and causing water to leak from the bottom of the
4 freezer door;

5 3. The Lawsuit asserts claims for strict liability, negligence, breach of
6 express warranty, breach of implied warranty, and violations of California consumer
7 protection statutes;

8 4. Defendant denies Plaintiff's allegations, denies that it has committed or
9 engaged in any misconduct, wrongdoing, or other actionable conduct, and asserts
10 numerous defenses to the claims alleged by Plaintiff;

11 5. Defendant maintains that the Class Refrigerators are safe and reliable, not
12 prone to an excessive rate of unintended freezing events, and designed and tested to
13 include multiple built-in features to prevent the rare freezing events from causing
14 damage outside the Class Refrigerator itself;

15 6. The Parties to this Agreement, after engaging in extensive motion
16 practice, including three rounds of motion to dismiss briefing, after engaging in
17 significant discovery in this Lawsuit—including initial disclosures, written discovery,
18 the collection and analysis of hundreds of thousands of pages of documents by
19 Defendants, interviews of clients and client employees, the production of over 1,000
20 of pages of documents by both Defendants and Plaintiff, including a set of key
21 product development and approval technical documents relating to the design and
22 testing of the freezer drain at issue, claims data, and the consultation with various
23 types of experts. After engaging in substantial settlement negotiations informed by
24 these documents, including two formal mediations with two different mediators, now
25 wish to resolve all claims, disputes, and differences among them;

26 7. Plaintiff's counsel has reviewed and analyzed the documents produced
27 by Defendant and those obtained via their own investigation; consulted with experts;
28 examined and considered the benefits to be provided to the Settlement Class Members

under the Settlement provided for in this Settlement Agreement; considered the laws of the State of California and other states, and the claims that could be asserted under those laws regarding Class Refrigerators; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

8. Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in the Lawsuit and denied liability for any of the claims that have or could have been raised regarding the Class Refrigerators by Plaintiff or Settlement Class Members, but believes that the comprehensive resolution of the issues in this Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best interest of the Settlement Class, is in the best interests of Whirlpool, its employees, and its trade partners, and is the most effective and least costly resolution of the Lawsuit;

9. The Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of disputed claims and that it is their mutual desire and intention that the Action be settled and dismissed, on the merits and with prejudice, and that the Released Claims be finally and fully settled and dismissed, subject to and according to the below terms and conditions.

NOW, THEREFORE, the Parties agree and covenant as follows:

I. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

A. "Action" or "Lawsuit" means the putative class-action lawsuit pending, as of the date of this Agreement, in the United States District Court for the Northern District of California, Case No. 5:15-cv-05764-BLF, entitled *Corzine v. Whirlpool Corp. et al.*

- 1 B. “Administration and Notice Expenses” means reasonable fees and
2 expenses incurred for the (1) preparation, mailing, and emailing of the
3 Summary Notice and FAQ, (2) costs of Publication Notice, (3) receipt
4 and adjudication of claims submitted by Settlement Class Members for
5 compensation under this Settlement, including the costs of administering
6 a Settlement Website for the review of the Settlement Notice and
7 submission of claims, (4) receipt and processing of Objections to the
8 Settlement and Opt-Out Forms submitted by Settlement Class Members
9 who wish to exclude themselves from the Class, (5) preparation of status
10 reports to the Parties and the Court, (6) preparation of tax returns for any
11 Settlement bank accounts, (7) distribution of Settlement payments or
12 other benefits to Settlement Class Members who timely submit Valid
13 Claims, and (8) other costs of notice and administration of the Settlement
14 that may be mutually-agreed upon by Whirlpool and Class Counsel.
- 15 C. “Agreement” or “Settlement Agreement” means this Class Action
16 Settlement Agreement and Release, the exhibits attached hereto, and any
17 agreed-upon amendments thereto.
- 18 D. “Attorney Fees and Expenses” means the amount of any attorneys’ fees
19 and reimbursement of litigation expenses awarded to Class Counsel
20 pursuant to their Fee Petition.
- 21 E. “Claim Form” means the proposed form attached hereto as Exhibit 1, to
22 be approved by the Court and to be submitted to the Settlement
23 Administrator by Settlement Class Members who wish to make a claim.
- 24 F. “Claims Dispute Materials” means the materials relevant to a disputed
25 claim for benefits under this Agreement, including any Deficiency Notice
26 to a claimant and any supporting documents provided by a claimant in
27 support of a claim.
28

- 1 G. “Class Counsel” or “Plaintiff’s Counsel” means Graham B. LippSmith
2 and Jaclyn Anderson of Kasdan LippSmith Weber Turner LLP.
- 3 H. “Class Member” or “Settlement Class Member” means all Persons who
4 are members of the Settlement Class and do not exclude themselves from
5 the Settlement Class in the manner and time prescribed by the Court in
6 the Preliminary Approval Order.
- 7 J. “Class Refrigerator” means all Whirlpool-manufactured refrigerators
8 with bottom freezers with a model number identified on Exhibit 2, which
9 will be published on the Settlement Website.
- 10 K. “Class Representative” or “Plaintiff” means Julie Corzine.
- 11 L. “Court” means the United States District Court for the Northern District
12 of California.
- 13 M. “Defendant” means Whirlpool Corporation.
- 14 N. “Duckbill Part” means Whirlpool Part No. 836602, W10309238,
15 W10316650, W1059112 or W10854533, which are commonly referred to
16 as duckbills or drain tube extensions.
- 17 O. “Effective Date” means the first date that is three business days after all
18 of the following have occurred: (i) the Court has entered an order
19 granting final approval of the Settlement Agreement in accordance with
20 the terms of this Agreement; (ii) the time for any challenge to the
21 Settlement, both in the Court and on appeal, has elapsed; and (iii) the
22 Settlement has become final, either because no timely challenge was
23 made to it or because any timely challenge has been finally adjudicated
24 and rejected. For purposes of this paragraph, an “appeal” shall not
25 include any appeal that concerns solely the issue of Class Counsel’s
26 attorney fees and reimbursement of expenses or the Service Award to the
27 Class Representative.
28

- 1 P. "Fairness Hearing" means the final hearing, to be held after notice has
2 been provided to the Settlement Class in accordance with this
3 Agreement, (1) to determine whether to grant final approval to (a) the
4 certification of the Settlement Class, (b) the designation of Plaintiff as the
5 Class Representative, (c) the designation of Class Counsel as counsel for
6 the Settlement Class, and (d) the Settlement; (2) to consider whether to
7 enter the Final Approval Order; and (3) to rule on Class Counsel's
8 request for an award of attorney fees and reimbursement of costs and for
9 the Service Award to the Class Representative.
- 10 Q. "FAQ" means the long-form notice to the Settlement Class in the form of
11 Frequently Asked Questions and Answers attached hereto as Exhibit 3, to
12 be approved by the Court and posted on the Settlement Website in
13 accordance with this Agreement. In addition, the FAQ will be mailed to
14 Settlement Class Members who contact the Settlement Administrator by
15 telephone or email and request a Claim Form in hard copy.
- 16 R. "Fee Petition" means the application to be filed by Class Counsel by
17 which they will seek an award of attorney fees and reimbursement of
18 litigation expenses incurred by them in prosecuting the Lawsuit, as well
19 as a Service Award to be paid to Plaintiff.
- 20 S. "Final Approval Order" means the proposed Order Granting Final
21 Approval to the Settlement, to be entered by the Court with the terms and
22 substantially in the form of Exhibit 4 attached to this Agreement.
- 23 T. "Freezing Event" means the buildup of ice due to a freezer drain
24 obstruction on the floor of a Class Refrigerator's freezer within five years
25 of purchase, which may have resulted in the leakage of water from the
26 bottom of the freezer door.
- 27 U. "Notice Date" means the date on which the Settlement Administrator
28 completes the initial mailing of Summary Notices to Class Members.

- 1 V. "Notice of Claim Denial" means the form that the Settlement
2 Administrator will send, by first-class United States Mail, to each Person
3 who has submitted a Claim Form that the Settlement Administrator has
4 determined, subject to review and approval by Class Counsel, to not be a
5 Valid Claim.
- 6 W. "Opt-Out" means a request for exclusion by the deadline for submitting a
7 request for exclusion contained in the FAQ, Summary Notice, and
8 Publication Notice submitted by a Class Member.
- 9 X. "Paid Qualifying Repair" means a Qualifying Repair for which the Class
10 Member paid some amount out of pocket, *e.g.*, for parts or labor, or both.
- 11 Y. "Parties" means Plaintiff and Defendant, collectively.
- 12 Z. "Past Freezing Event Claims Deadline" means 154 days after the Court
13 enters the Preliminary Approval Order and applies only to Class
14 Members who experience Freezing Events that occurred before the
15 Notice Date.
- 16 AA. "Person" means any natural person.
- 17 BB. "Preliminary Approval Order" means the proposed Order Granting
18 Preliminary Approval to Class Action Settlement, to be entered by the
19 Court with the terms and substantially in the form of Exhibit 5 attached
20 to this Agreement.
- 21 CC. "P-Trap Part" means Whirlpool Part No. W10619951, W11190084, or
22 W11116258, which are commonly referred to as a p-traps or p-trap kits.
- 23 DD. "Publication Notice" means the proposed notice, with the terms and form
24 of Exhibit 6 attached to this Agreement, to be approved by the Court and
25 to be published in accordance with the notice plan set forth in Section V
26 of this Agreement.
- 27 EE. "Qualifying Repair" means, within 5 years after purchase, a repair of a
28 Class Refrigerator by a Service Technician necessitated by a Freezing

1 Event, including the replacement of a Duckbill Part with another
2 Duckbill Part or with a P-Trap Part.

3 FF. "Released Claims," as to Plaintiff and all Settlement Class Members
4 means all claims released pursuant to the release and waiver set forth in
5 Section IX of this Agreement.

6 GG. "Releasees" means (a) Defendant, together with its predecessors and
7 successors in interest, parents, subsidiaries, affiliates, and assigns; (b)
8 each of Defendant's past, present, and future officers, directors, agents,
9 representatives, servants, employees, attorneys, and insurers; and (c) all
10 distributors, retailers, suppliers, and other entities who were or are in the
11 chain of design, testing, manufacture, assembly, distribution, marketing,
12 sale, installation, or servicing of the Class Refrigerators.

13 HH. "Service Award" means a reasonable payment, subject to Court approval,
14 made to a Plaintiff as compensation for her efforts in pursuing this
15 Action.

16 II. "Service Technician" means a Sears-Authorized, Whirlpool-Authorized,
17 other manufacturer-authorized, or other factory service technician.

18 JJ. "Settlement" means the settlement provided for in this Agreement.

19 KK. "Settlement Administrator" means Angeion Group, LLC.

20 LL. "Settlement Class" means all persons in the United States and its
21 territories who (a) purchased a new Class Refrigerator, (b) acquired a
22 Class Refrigerator as part of the purchase or remodel of a home, or (c)
23 received as a gift, from a donor meeting those requirements, a new Class
24 Refrigerator not used by the donor or by anyone else after the donor
25 purchased the Class Refrigerator and before the donor gave the Class
26 Refrigerator to the Settlement Class Member. Excluded from the
27 Settlement Class are (a) officers, directors, and employees of Whirlpool
28 or its parents or subsidiaries, (b) insurers of Settlement Class Members,

1 (c) subrogees or all entities claiming to be subrogated to the rights of a
2 Class Refrigerator purchaser, a Class Refrigerator owner, or a Settlement
3 Class Member, (d) issuers or providers of extended warranties or service
4 contracts for Class Refrigerators, and (e) any judicial officer for the
5 Action.

6 MM. "Settlement Class Member" or "Class Member" means all Persons who
7 are members of the Settlement Class and do not exclude themselves from
8 the Settlement Class in the manner and time prescribed by the Court in
9 the Preliminary Approval Order.

10 NN. "Settlement Website" means a website created by the Settlement
11 Administrator to facilitate notice, the making of claims, and for other
12 administration of the Settlement, as detailed in Section V of this
13 Agreement.

14 OO. "Summary Notice" means the proposed postcard and email notice
15 attached hereto as Exhibit 7, to be approved by the Court and to be
16 mailed by the Settlement Administrator to each address of record in
17 Whirlpool's databases (after being run through the NCOA database), and
18 emailed to Settlement Class Members for whom valid email addresses
19 are known to Whirlpool.

20 PP. "Valid Claim" means a Claim Form that (i) is timely submitted by a
21 Settlement Class Member in accordance with the requirements of this
22 Agreement and the Preliminary Approval Order, (ii) is signed with a
23 certification that the information is true and correct to the best of the
24 claimant's knowledge and recollection, and (iii) contains all of the
25 information and documentation required for that Settlement Class
26 Member to be eligible to receive one or more of the benefits provided in
27 this Agreement.
28

1 QQ. “Whirlpool” means Whirlpool Corporation and its consolidated
 2 subsidiaries, including their successors, predecessors, assigns, affiliates,
 3 subsidiaries, shareholders, officers, directors, agents, insurers, attorneys,
 4 and employees.

5 **II. CONDITIONAL CERTIFICATION OF NATIONWIDE SETTLEMENT** 6 **CLASS**

7 For purposes of implementing this Agreement, and for no other purpose,
 8 Defendant stipulates to the conditional certification of the nationwide Settlement
 9 Class. If, for any reason, this Agreement should fail to become effective, Defendant’s
 10 stipulation to certification of the nationwide Settlement Class shall be null and void,
 11 and the Parties shall return to their prior positions in the Lawsuit.

12 **III. REQUIRED EVENTS**

13 A. As soon as practicable after the execution of this Agreement, the Parties
 14 shall file in the Lawsuit this Agreement and a joint motion seeking entry
 15 of the Preliminary Approval Order, which by its terms shall accomplish
 16 all of the following:

- 17 1. Preliminarily approve the Settlement and this Agreement as fair
 18 and reasonable to the Settlement Class;
- 19 2. Conditionally certify the Settlement Class as a nationwide class for
 20 purposes of effecting the Settlement;
- 21 3. Designate Plaintiff as the representative of the Settlement Class;
- 22 4. Designate Class Counsel as counsel for the Settlement Class;
- 23 5. Designate Angeion Group, LLC as the Settlement Administrator
 24 and instruct the Settlement Administrator to perform the following
 25 functions in accordance with the terms of this Agreement, the
 26 Preliminary Approval Order, and the Final Approval Order;
- 27 a. Disseminate the Summary Notice;
- 28

- b. Establish the Settlement Website with the Publication Notice, Settlement Notice, and Summary Notice, Settlement Agreement, FAQ, and other information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including the operative Complaint, Preliminary Approval Order, and other relevant orders of the Court concerning the Settlement;
- c. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;
- d. Thirty days before mailing Notices of Claim Denial, provide to Whirlpool and Class Counsel (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. The Parties shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer with each other should they decide to challenge any of the Valid Claims or Notices of Claim Denial.
- e. Send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim a Notice of Claim Denial.

- f. Process requests for exclusion from the Settlement;
 - g. Process objections to the Class Settlement;
 - h. Within 30 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Whirlpool and Class Counsel, under penalty of perjury, a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Class Members (in total and by category of benefit).
6. Approve the form, contents, and methods of notice to be given to the Settlement Class and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
 7. Establish procedures and schedule deadlines for Settlement Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement.
 8. Schedule the Fairness Hearing; and
 9. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, (b) the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement, and (c) Class Counsel's Fee Petition.
- B. At the Fairness hearing the Parties will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiff as the representative of the Settlement Class, and designates

Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (3) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) enters a final judgment that incorporates the terms of this Agreement as set forth in the attached proposed order and judgment and that incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorney fees, except as provided in Section VIII, below; (5) authorizes the payment by Whirlpool of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Class Counsel and Counsel for Whirlpool and determined to be Valid Claims, in accordance with the terms of the Agreement; and (6) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement. In addition, Class Counsel will move the Court for entry of a separate order approving the following: (1) a Service Award to Plaintiff as described in this Agreement, and (2) Attorney Fees and Expenses to Class Counsel in an amount to be determined by the Court consistent with the terms of this Agreement.

C. Plaintiff, Class Counsel, and Defendant will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Plaintiff, Class Counsel, and Defendant will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order and Final Approval Order, the Parties will return to their positions in the Lawsuit as they were immediately before

the execution of the Settlement Agreement.

IV. SETTLEMENT BENEFITS

A. Whirlpool Special Project Concerning Freezing Events

1. Whirlpool shall expand its Special Project concerning Freezing Events to include the full list of models on Exhibit 2. For models listed in Group A of Exhibit 2, manufactured between 2009 and 2013, Whirlpool shall keep in place and not alter its Special Project concerning Freezing Events through December 31, 2021. For models listed in Group B of Exhibit 2, manufactured between 2011 and 2018, Whirlpool shall keep in place and not alter its Special Project concerning Freezing Events through December 31, 2026. The Special Project provides a free replacement P-Trap Part, but does not cover the cost of labor, for Settlement Class Members who experience a Freezing Event as reported to Whirlpool by a Service Technician.

B. Reimbursement for Past Freezing Events

1. As set forth more fully below, to qualify for any compensation described in this section IV.B, a claimant must timely submit to the Settlement Administrator a properly completed Claim Form proving: (a) that the claimant is a Settlement Class Member; (b) that the claimant experienced a Freezing Event; (c) that the claimant received a Qualifying Repair before the Notice Date; (d) that the claimant's Qualifying Repair was a Paid Qualifying Repair; and (e) the date of purchase of the Class Refrigerator.
 - a. A Claimant must prove membership in the Settlement Class through the provision of a valid Class Refrigerator model and serial number combination on the claimant's Claim Form. The mailed and emailed Summary Notice will include

1 a pre-printed unique claim identification number for each
2 Settlement Class Member that the Settlement Class Member
3 will enter into the online Claim Form (or print on the hard-
4 copy Claim Form, if the Settlement Class Member requests
5 a hard-copy Claim Form by mail). If the Claimant does not
6 provide a valid Class Refrigerator model and serial number
7 combination proving that the claimant is a member of the
8 Settlement Class, the claimant will not be entitled to
9 compensation.

10 b. A claimant must prove a Freezing Event through the
11 submission of sufficient documentary proof, if available.
12 Sufficient documentary proof of a Freezing Event includes,
13 but is not limited to, service tickets, service estimates, and
14 service receipts. If no such documentary proof is available,
15 then the claimant shall provide a declaration in the Claim
16 Form, under oath, that the claimant experienced a Freezing
17 Event. If the claimant does not provide documentary proof
18 or the required declaration, the claimant will not be entitled
19 to compensation.

20 c. A claimant must prove a Qualifying Repair through the
21 submission of sufficient documentary proof, if available.
22 Sufficient documentary proof of a Qualifying Repair
23 includes, but is not limited to, service tickets, service
24 receipts, copies of checks, and entries from credit card
25 statements. If no such documentary proof is available, then
26 the Settlement Administrator will analyze Whirlpool's
27 warranty claims database to attempt to determine whether
28 the claimant received a Qualifying Repair (e.g., if a Duckbill

1 Part or P-Trap Part was provided or cost for a replacement
2 P-Trap Part was reimbursed). If the documentary proof and
3 Whirlpool's warranty claims database are insufficient to
4 demonstrate that a Qualifying Repair occurred, including
5 that the Qualifying Repair occurred within five (5) years of
6 purchase, the claimant will not be entitled to any
7 compensation.

8 d. A claimant must prove a Paid Qualifying Repair through the
9 submission of sufficient documentary proof. Sufficient
10 documentary proof of a Paid Qualifying Repair must
11 establish the fact and amount of out-of-pocket costs incurred
12 for a Qualifying Repair and that the claimant actually paid
13 out of pocket any amounts shown on the documentary proof,
14 and includes but is not limited to, service receipts, service
15 tickets, copies of checks, and entries from credit card
16 statements. Repair estimates or other documents that do not
17 demonstrate on their face that a claimant actually paid out of
18 pocket any amounts shown are insufficient proof of Paid
19 Qualifying Repairs.

20 e. A claimant must prove the date of purchase of the claimant's
21 Class Refrigerator through the submission of sufficient
22 documentary proof, if available. Sufficient documentary
23 proof of date of purchase includes, but is not limited to,
24 purchase receipts, credit card statements, and warranty
25 registrations. If no such documentary proof is available, then
26 the claimant shall provide a declaration in the Claim Form,
27 under oath, that the claimant cannot locate sufficient
28 documentary proof. If such a declaration is provided, the

1 Settlement Administrator will then search Whirlpool's
2 product registration database to attempt to determine the
3 date of purchase. If the claimant does not provide sufficient
4 documentary proof and Whirlpool's product registration
5 database does not expressly identify the date of purchase,
6 the claimant will not be entitled to any compensation.

7 2. Settlement Class Members who meet and satisfy the requirements
8 of Section IV.B.1, above, will be entitled to reimbursement, up to a
9 maximum of \$150, of the actual amount of the claimant's Paid
10 Qualifying Repair that is established by the claimant's sufficient
11 documentary proof, as follows:

- 12 a. For Paid Qualifying Repairs in years one through three after
13 purchase, one hundred percent (100%) of parts and labor;
14 b. For Paid Qualifying Repairs in year four after purchase, one
15 hundred percent (100%) of parts and sixty-five percent
16 (65%) of labor; and
17 c. For Paid Qualifying Repairs in year five after purchase, one
18 hundred percent (100%) of parts and fifty percent (50%) of
19 labor.

20 3. No Settlement Class Member who received from Whirlpool either
21 a full refund of the purchase price paid for the Class Refrigerator
22 or a free exchange of the Class Refrigerator for a new refrigerator
23 of any model will be entitled to any payment or other
24 compensation, unless the Settlement Class Member incurred a Paid
25 Qualifying Repair in either the original or new Class Refrigerator.

26 4. If the claimant previously received from Whirlpool any form of
27 compensation for a Freezing Event with the claimant's Class
28 Refrigerator (e.g., a policy-adjust cash payment, a partial refund, a

discount off the regular price of a new refrigerator, a coupon applicable to the purchase of a new refrigerator that was redeemed), any compensation to which the claimant would otherwise be entitled under this section shall be reduced as follows: (a) for any policy-adjust cash payment, cash refund, or other cash payment, the amount of that payment; (b) for any specified dollar-discount off the price of any new refrigerator, the specified dollar amount; (c) For any specified percentage-discount off the price of any new refrigerator, the dollar amount determined by applying that percentage to the regular, then-prevailing price of that product; and (d) for any coupon redeemed for the purchase of a new refrigerator, the dollar amount specified on the face of the coupon redeemed. Claimants who did not receive any such compensation will be required to check an eligibility box on their Claim Form attesting that they did not receive any of these customer-satisfaction benefits from Whirlpool relating to a Freezing Event in their Class Refrigerator.

5. Deadline to Submit a Claim Form for Reimbursement for a Past Freezing Event: Settlement Class members will have up to 154 days after the Court enters the Preliminary Approval Order to submit a Claim Form for a settlement payment for a Freezing Event that occurred before the Notice Date. The Claims Deadline is a material term of the Settlement, without which Defendant would not have entered into this Agreement.
6. The Settlement Administrator shall not review, analyze, consult, or in any way utilize Whirlpool's claims databases, product registration databases, or service records to aid Settlement Class Members in establishing otherwise deficient claims, other than as

1 expressly permitted in Sections IV.B.1.c and IV.B.1.e of this
2 Agreement.

3 **C. Compensation for Future Freezing Events**

4 1. Settlement Class Members who experience a Freezing Event on or
5 after the Notice Date shall be entitled to the same benefits
6 available to Settlement Class Members who experience a Freezing
7 Event before the Notice Date, subject to the following additional
8 limitations.

9 a. The FAQ, Publication Notice, Settlement Notice, and
10 Summary Notice will direct Settlement Class Members who
11 experience a Freezing Event on or after the Notice Date to
12 contact Whirlpool through a dedicated toll-free telephone
13 number, no later than ninety (90) days after the claimant first
14 experiences a Freezing Event, to report a Freezing Event and
15 request repair service. To be eligible for compensation under
16 this Section IV.C, Settlement Class Members must initiate
17 service by contacting Whirlpool at the dedicated toll-free
18 number. Service initiated in any other manner, through
19 third-party servicers, for example, shall not be eligible for
20 compensation. Settlement Class Members who first contact
21 Whirlpool more than ninety (90) days after experiencing a
22 Freezing Event will not be entitled to compensation under
23 this Section IV.C. This deadline is a material term, without
24 which Whirlpool would not have entered into this
25 Agreement.

26 b. To qualify for compensation under this Section IV.C, a
27 claimant must provide to Whirlpool: (a) a valid Class
28 Refrigerator model and serial number combination

1 demonstrating that the claimant is a Settlement Class
2 Member because that person meets the definition of
3 Settlement Class Member in this Agreement, and (b)
4 sufficient documentary proof of the date of purchase of the
5 claimant's Class Refrigerator. Sufficient documentary proof
6 of the date of purchase includes, but is not limited to,
7 purchase receipts, entries from credit card statements, and
8 warranty registrations. If no such documentary proof is
9 available, then the claimant shall provide a declaration in the
10 Claim Form, under oath, that the claimant cannot locate
11 sufficient documentary proof. If such a declaration is
12 provided, the Settlement Administrator will then search
13 Whirlpool's product registration database to attempt to
14 determine the date of purchase. If the claimant does not
15 provide sufficient documentary proof and Whirlpool's
16 product registration database does not expressly identify the
17 date of purchase, a Settlement Class Member's
18 compensation will be limited to the benefit provided in
19 Section IV.A of this Agreement.

- 20 c. For Settlement Class Members who meet and satisfy the
21 above requirements of this Section IV.C, Whirlpool shall
22 schedule service with a Service Technician and shall pay on
23 behalf of the Settlement Class Member parts and labor costs
24 to repair the Freezing Event to the same extent as set forth in
25 Section IV.B.2, above. Provided, however, that Whirlpool
26 will not pay such parts and labor costs unless the Service
27 Technician confirms the Settlement Class Member
28 experienced a Freezing Event by noting that information in

1 the service notes section of Whirlpool's Service Bench
2 database. Whirlpool will update its Technical Service
3 Pointer relating to the P-Trap part to provide this direction to
4 Service Technicians.

5 **V. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES**

6 A. All notice, publication and claims administration activities shall be
7 carried out exclusively by the Settlement Administrator, except for the
8 processing of claims made by Settlement Class Members to Whirlpool
9 under Section IV.C of this Agreement.

10 1. The Settlement Administrator shall process all claims made by
11 Settlement Class Members who experience a Freezing Event
12 before the Notice Date, including the evaluation of the
13 documentary proof submitted by such Settlement Class Members
14 to substantiate a Paid Qualifying Repair subject to reimbursement
15 under this Agreement.

16 2. Whirlpool shall process all claims made pursuant to Section IV.C
17 of this Agreement by Settlement Class Members who experience a
18 Freezing Event on or after the Notice Date. Whirlpool shall
19 establish a dedicated toll-free telephone number for such
20 Settlement Class Members to contact Whirlpool to schedule
21 service for any future Freezing Event and to pay on behalf of such
22 claimants repair parts and labor costs consistent with the terms of
23 this Agreement. Whirlpool and Class Counsel shall establish
24 reasonable claims-processing procedures and Whirlpool shall train
25 its Care Experts regarding the administration of the benefits
26 available to such claimants pursuant to this Agreement. The
27 dedicated toll-free telephone number shall be set forth in the FAQ,
28 Summary Notice, and Publication Notice along with instructions

1 on how such claimants may contact Whirlpool to receive the
2 benefits provide for in this Agreement.

3 B. Whirlpool agrees to pay for reasonable Administration and Notice
4 Expenses. Whirlpool shall not be responsible for any cost that may be
5 incurred by Plaintiff or Class Counsel in (a) responding to inquiries about
6 the Agreement, the Settlement, or the Lawsuit; (b) defending the
7 Agreement or the Settlement against any challenge to it; or (c) defending
8 against any challenge to any order or judgment entered pursuant to the
9 Agreement, unless otherwise specifically agreed, except for the costs
10 incurred by the Settlement Administrator to prepare declarations,
11 affidavits, or status reports at the request of the Parties or the Court for
12 the purpose of obtaining preliminary or final approval of the Settlement
13 or for staying informed of developments in the Settlement. Whirlpool
14 shall be required to pay the reasonable costs, if any, billed by the
15 Settlement Administrator with respect to work performed by the
16 Settlement Administrator to provide information to the Court regarding
17 the notice and settlement administration process related to challenges or
18 objections to the Agreement or the Settlement.

19 C. Whirlpool agrees to pay the reasonable costs for services provided by a
20 Special Master to be selected and appointed by the parties to resolve
21 certain disputes, if any, over Settlement Class Member claims
22 determinations. Whirlpool will pay only those costs of the Special Master
23 that are incurred in performing the specific functions identified in Section
24 V.D of this Agreement.

25 D. Before denying any claim on the basis of insufficient documentary proof,
26 the Settlement Administrator, for claims under Section IV.B of this
27 Agreement, or Whirlpool, for claims made under Section IV.C of this
28 Agreement, shall send a written notice of deficiency to the Settlement

Class Member indicating the reasons why the claim may be denied and giving the Settlement Class Member no more than 30 days to cure the deficiency. Upon request, the Settlement Administrator shall provide counsel for the Parties the Claims Dispute Materials. If any Settlement Class Member or Plaintiff's counsel disputes the Settlement Administrator's or Whirlpool's denial of a claim, the Settlement Class Member or Plaintiff's counsel may request in writing for the Special Master to review and make a final determination on the claim. Once Special Master review is requested, the Settlement Administrator or Whirlpool shall provide the Special Master with the Claims Dispute Materials. The parties will have up to fourteen (14) days from the Special Master's receipt of the Claims Dispute Materials to submit writings of no more than three (3) pages per claim to the Special Master detailing their respective positions. The Special Master will expeditiously make the final, binding determination on all claims disputes. To the extent the Special Master's determination of a claim dispute requires interpretation of the Term Sheet or this Agreement, Plaintiff and Defendant reserve the right to appeal that interpretation to the Court, which shall retain jurisdiction to enforce the settlement.

E. The Parties agree that Angeion Group, LLC will serve as the Settlement Administrator, subject to the Court's approval.

F. All decisions regarding notice and settlement administration shall be made jointly between Defendant and Class Counsel. Class Counsel and counsel for Defendant shall have the ability to communicate with the Settlement Administrator without the need to include each other in each of those communications.

G. The Settlement Administrator will mail the Summary Notice to each member of the Settlement Class for whom an address can be found in

1 Whirlpool's databases, including but not limited to its product
2 registration and warranty databases for the Class Refrigerators, and also
3 provide email notice to all members of the Settlement Class for whom
4 valid email addresses are known to Whirlpool. The Settlement
5 Administrator will perform a national change of address search and
6 forward notice packages that are returned by the U.S. Postal Service with
7 a forwarding address. The Settlement Administrator also will provide
8 Publication Notice to the Settlement Class using appropriate media
9 outlets, and all media notices shall be approved by Whirlpool and Class
10 Counsel before the notices are published. The Settlement Administrator
11 will mail a copy of the Claim Form to Settlement Class Members who
12 request a hardcopy form.

13 H. The Settlement Administrator will create a Settlement Website that will
14 include all necessary and pertinent information for Settlement Class
15 Members, including the Claim Form, the FAQ, and information relating
16 to relevant deadlines. The Settlement Website will also permit Settlement
17 Class Members to submit claims online, including uploading any
18 necessary documentation. The Settlement Website will also include
19 information that the Parties jointly agree to post concerning the nature of
20 the case and the status of the Settlement.

21 I. The Settlement Administrator will provide to Class Counsel and
22 Whirlpool periodic status reports regarding claims.

23 J. The Parties agree that the FAQ, Publication Notice, Settlement Notice,
24 Summary Notice, Claim Form, and Settlement Website provide
25 information sufficient to inform Settlement Class Members of the
26 essential terms of this Agreement, appropriate means for obtaining
27 additional information regarding the Agreement and the Lawsuit,
28 appropriate information about the procedure for challenging or excluding

1 themselves from the Settlement, if they should wish to do so, and
 2 appropriate means for and information about submitting a claim for
 3 compensation pursuant to the Settlement. The Parties also agree that the
 4 dissemination of notice of the Settlement in the manner specified in this
 5 Agreement and on the Settlement Website satisfies the notice
 6 requirements of due process and Rule 23 of the Federal Rules of Civil
 7 Procedure.

8 K. The Parties will jointly request the Court to approve, in the Preliminary
 9 Approval Order, the method of notice described in this Agreement.

10 L. As soon as practicable, but no later than ten (10) days after the Parties
 11 file this Agreement with the Court, Whirlpool shall comply with the
 12 notice provisions of the Class Action Fairness Act, 28 U.S.C. section
 13 1715.

14 M. Within eighteen (18) days after the Court's entry of the Preliminary
 15 Approval Order, the Settlement Administrator will file with the Court a
 16 declaration of compliance with this plan of notice, including a statement
 17 of the number of persons to whom the Summary Notice was mailed and
 18 emailed.

19 **VI. PROCEDURES FOR SETTLEMENT APPROVAL**

20 A. The Parties shall use their best efforts to effectuate this Agreement,
 21 including cooperating in drafting the preliminary approval documents
 22 and securing the prompt, complete, and final judgment of the Lawsuit
 23 that incorporates the terms of this Agreement as set forth in the attached
 24 proposed order and judgment.

25 **B. Preliminary Approval**

26 1. As soon as practicable, the Parties shall jointly move the Court for
 27 preliminary approval of the Settlement; for authorization to publish
 28 the Publication Notice and to disseminate the Settlement Notice

1 and Summary Notice contemplated by this Agreement to all
 2 members of the Settlement Class; and for a stay of all proceedings
 3 in the Lawsuit, except in connection with this Agreement as set
 4 forth herein (the “Motion”). The Motion shall include the proposed
 5 Preliminary Approval Order, proposed Final Approval Order and
 6 Judgment, proposed forms of the Publication Notice, Settlement
 7 Notice, Summary Notice, and Claim Form, and the methods and
 8 proposed dates of their dissemination to the Settlement Class, and
 9 the proposed schedule through final approval of the Agreement.

10 2. The deadlines established in the proposed Preliminary Approval
 11 Order are as follows:

- 12 a. Fifteen (15) days after entry of the Preliminary Approval
 13 Order: The Settlement Administrator shall mail and email
 14 the Summary Notice and publish the Publication Notice.
- 15 b. Eighteen (18) days after entry of the Preliminary Approval
 16 Order: The Settlement Administrator shall file with the
 17 Court a declaration of compliance with the notice
 18 requirements.
- 19 c. Fourteen (14) days after entry of the Preliminary Approval
 20 Order: Class Counsel shall file their Fee Petition.
- 21 d. Sixty (60) days after entry of the Preliminary Approval
 22 Order: Any objectors shall mail and have postmarked
 23 objections, together with all supporting memoranda and
 24 other material, to the Settlement Administrator, Class
 25 Counsel, and counsel for Defendant. The Settlement
 26 Administrator shall maintain the physical envelopes bearing
 27 the postmarks on any mailed objections. Class Counsel shall
 28

1 file any objections as exhibits to its brief in support of Final
2 Approval in advance of the final fairness hearing.

3 e. Sixty (60) days after entry of the Preliminary Approval
4 Order: Any Person or attorney seeking to appear at the
5 Fairness Hearing must file with the Court and serve on Class
6 Counsel and Defendant an entry of appearance in the
7 Lawsuit and notice of intention to appear at the Fairness
8 Hearing. This includes any person objecting to any or all of
9 the certification of the Settlement Class, designation of
10 Plaintiff as Class Representative, appointment of Class
11 Counsel, the Settlement, the Agreement, or Class Counsel's
12 Fee Application.

13 f. Sixty (60) days after entry of the Preliminary Approval
14 Order: Requests by Class Members to be excluded from the
15 Settlement must be either postmarked by the U.S. Postal
16 Service (in the case of mailed exclusions) or actually
17 received by the Settlement Administrator (in the case of
18 electronically submitted exclusions).

19 g. Seventy-seven (77) days after entry of the Preliminary
20 Approval Order: The Settlement Administrator must file a
21 list of all exclusions with the Court.

22 h. Seventy-eight (78) days after entry of the Preliminary
23 Approval Order: Class Counsel shall file the proposed Final
24 Approval Order and memorandum in support of Final
25 Approval and Fee Petition. Defendant may separately file a
26 memorandum in support of Final Approval by this deadline.
27
28

- i. Ninety-one (91) days after entry of the Preliminary Approval Order: the Court, at its convenience, will hold the Fairness Hearing.
- j. One-hundred-fifty-four (154) days after entry of the Preliminary Approval Order: Claims Deadline: All claims by Class Members to the Settlement Administrator for benefits under Section IV.B of this Agreement shall be postmarked by the U.S. Postal Service (in the case of mailed Claim Forms) or received (in the case of electronic Claim Forms). Claims received after this date shall not be Valid Claims. The Claims Deadline is a material term of the Settlement, without which Defendant would not have entered into this Agreement.

C. Final Approval

1. At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which (1) grants final approval of the certification of the Settlement Class, designation of the Class Representative, and designation of Class Counsel, all as conditionally approved in the Preliminary Approval Order; (2) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (3) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) enters a final judgment that incorporates the terms of this Agreement as set forth in the attached proposed order and judgment.; (5) authorizes the payment by Whirlpool of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement;

and (6) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.

2. In addition, Class Counsel will move the Court for entry of a separate order approving: (1) Service Awards as set forth herein; and (2) attorney fees and costs to Class Counsel consistent with this Agreement.

VII. REQUESTS FOR EXCLUSION

- A. Any member of the Settlement Class shall have the right to opt out of the Settlement Class by timely submitting a written request for exclusion to the Settlement Administrator's address listed in the Summary Notice, FAQ, and Publication Notice. The written request for exclusion must be postmarked no later than a deadline to be set by the Court, which deadline shall be set forth in the FAQ, Publication Notice, Settlement Notice, and Summary Notice.
- B. Within five (5) days after the Court-ordered deadline for timely and properly opting out from the Settlement Class, the Settlement Administrator shall provide to counsel for Defendant and Class Counsel a list of the names and addresses of the members of the Settlement Class who have opted out.
- C. At Defendant's option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if more than 500 Settlement Class Members exclude themselves from the Settlement.

VIII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND SERVICE AWARDS TO PLAINTIFF

- A. As part of this Settlement, Defendant has agreed to pay Class Counsel

1 reasonable attorney fees and costs, without reducing the amount of
2 money available to pay Valid Claims submitted by Class Members or the
3 amount of money to be paid for work performed by the Settlement
4 Administrator.

5 B. The amount of attorney fees and costs to be paid to Class Counsel shall
6 be determined by the Court. After the Court preliminarily approves the
7 Settlement, Class Counsel may submit a Fee Application to the Court.
8 Class Counsel agrees to request, and Defendant agrees not to oppose, up
9 to \$1,850,000 as the reasonable amount of attorney fees and costs to be
10 paid by Defendant to Class Counsel, subject to Court approval.

11 C. Defendant shall pay the Court-approved amount of attorney fees and
12 costs, up to \$1,850,000, in the form of one check or wire transfer
13 delivered into a trust account to be identified by Class Counsel, within
14 thirty (30) days after the Effective Date. Class Counsel shall provide to
15 Defendant's counsel in a timely manner all wiring and account
16 information necessary to enable Whirlpool to make such a deposit within
17 the time required. Under no circumstances will Defendant pay more than
18 \$1,850,000 in attorney fees and costs to Class Counsel.

19 D. Defendants shall not oppose a Service Award of \$5,000.00 to Julie
20 Corzine to compensate her for her efforts in pursuing litigation on behalf
21 of the Settlement Class. This agreed amount will be subject to Court
22 approval and will be included in Class Counsel's Fee Petition.

23 E. Class Counsel shall have the authority to determine and make an
24 allocation of attorney fees and costs to any counsel representing any of
25 the Settlement Class who claim an entitlement to share in any fees or
26 costs approved by the Court and paid by Whirlpool. Such allocations
27 shall be made consistent with any agreements between and among those
28

counsel. Any disputes regarding such allocations shall be resolved by the Court.

- F. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. In the event the Court declines to approve, in whole or in part, the payment of attorney fees or costs to Class Counsel or the payment of any Service Award in the amount sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect.

IX. RELEASES

- A. Plaintiff and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiff or Class Members now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred from the beginning of time up to and including the Effective Date of this Agreement, and that arise from or relate to any of the defects, malfunctions, or inadequacies of freezer drain tubes with duckbill grommets in the Class Refrigerators that are alleged or could have been alleged in this Lawsuit, or to any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of

1 the Lawsuit or the claims or defenses asserted in the Lawsuit, including
2 without limitation all claims for out-of-pocket expense, diminution-in-
3 value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or
4 premium-price damages (the “Released Claims”).

5 B. This release, however, will not extinguish, and the Released Claims do
6 not include, claims for personal injury or for damage to property other
7 than to the Class Refrigerator itself.

8 C. By executing this Agreement, the Parties acknowledge that, upon entry of
9 the Final Approval Order by the Court, a final judgment that incorporates
10 the terms of this Agreement as set forth in the attached proposed order
11 shall be entered, and all Released Claims shall thereby be conclusively
12 settled, compromised, satisfied, and released as to the Releasees. The
13 Final Approval Order shall provide for and effect the full and final
14 release, by Plaintiff and all Settlement Class Members, of all Released
15 Claims.

16 D. As additional consideration for the Settlement and benefits provided by
17 this Agreement, the Plaintiff agrees to take all reasonable actions to
18 support any of the Releasees’ efforts to obtain dismissal of any claims or
19 causes of action brought against them, including any action for
20 contribution or indemnity, that may hereafter at any time be asserted
21 against any of the Releasees by Plaintiff, or by anyone subrogated to the
22 Plaintiff’s rights in any capacity, and that arise from any of the Released
23 Claims.

24 E. Future or Unknown Harm and Waiver of Statutory Rights: It is possible,
25 although unlikely, that other injuries, damages, losses, or future
26 consequences or results of any of the defects, malfunctions, or
27 inadequacies of freezer drain tubes with duckbill grommets in the Class
28 Refrigerators that are alleged or could have been alleged in this Lawsuit

are not currently known by Plaintiff and Settlement Class Members and will develop or be discovered. The Release in this Agreement, and the compromise on which it is based, are expressly intended to and do cover and include a release by Plaintiff and each Settlement Class Member of all such future injuries, damages, losses, or future consequences or results, excluding any future injury to person or to property other than the Class Refrigerator itself, and including a release and waiver of all rights, causes of actions, claims, and lawsuits against the Releasees that may exist or arise in the future because of such future injuries, damages, losses, or future consequences or results of known or unknown injuries that arise from or relate to any of the defects, malfunctions, or inadequacies of freezer drain tubes with duckbill grommets in the Class Refrigerators that are alleged or could have been alleged in this Lawsuit, *except* for any claims expressly excluded from the Release, *supra* at Part IV.B.

F. Plaintiff and each Settlement Class Member hereby expressly, knowingly, and voluntarily, waives any right conferred on him or her by Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT
EXTEND TO CLAIMS WHICH THE
CREDITOR DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS FAVOR AT
THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM
MUST HAVE MATERIALLY AFFECTED
HIS SETTLEMENT WITH THE DEBTOR.**

Plaintiff and Settlement Class Members expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred

1 upon them by, the provisions of Section 1542 of the California Civil
2 Code and of all similar laws of other States, to the fullest extent that they
3 may lawfully waive such rights or benefits pertaining to the Released
4 Claims. In connection with such waiver and relinquishment, Plaintiff and
5 the Settlement Class Members hereby acknowledge that they are aware
6 that they or their attorneys may hereafter discover claims or facts in
7 addition to or different from those which they now know or believe to
8 exist with respect to the Released Claims, but that it is their intention to
9 hereby fully, finally, and forever settle and release all of the Released
10 Claims, known or unknown, suspected or unsuspected, that they have
11 against Releasees. In furtherance of such intention, the release herein
12 given by Plaintiff and the Settlement Class Members to the Releasees
13 shall be and remain in effect as a full and complete general release of all
14 claims notwithstanding the discovery of existence of any such additional
15 or different claims or facts.

16 G. Plaintiff and the Settlement Class Members expressly consent that this
17 release shall be given full force and effect according to each of its terms
18 and provisions, including those relating to unknown and unspecified
19 claims, injuries, demands, rights, lawsuits, or causes of action as
20 referenced above. Plaintiff and the Settlement Class Members
21 acknowledge and agree that this waiver is an essential and material term
22 of this release and the compromise settlement that led to it, and that
23 without this waiver the compromise settlement would not have been
24 accomplished. Plaintiff has been advised by her attorney with respect to
25 this waiver and, being of competent mind, understands and acknowledges
26 its significance.

27 H. Each Party hereto expressly accepts and assumes the risk that if facts
28 with respect to matters covered by this Agreement are found hereafter to

1 be other than or different from the facts now believed or assumed to be
2 true, this Agreement shall nevertheless remain effective. It is understood
3 and agreed that this Agreement shall constitute a general release and shall
4 be effective as a full and final accord and satisfaction and is a bar to all
5 actions, causes of action, costs, expenses, attorneys' fees, damages,
6 claims, and liabilities whatsoever, whether or not now known, suspected,
7 claimed or concealed, pertaining to the Released Claims of this
8 Agreement.

9 I. Notwithstanding the above, the Court shall retain jurisdiction over the
10 Parties and the Agreement with respect to the future performance of the
11 terms of the Agreement, and to assure that all payments and other actions
12 required of any of the Parties by the Settlement are properly made.

13 **X. COVENANT NOT TO SUE**

14 Plaintiff (i) covenants and agrees that neither she, nor anyone authorized to act
15 on her behalf, will commence, authorize, or accept any benefit from any judicial or
16 administrative action or proceeding, other than as expressly provided for in this
17 Agreement, against the Releasees, or any of them, in either their personal or corporate
18 capacity, with respect to any claim, matter, or issue that in any way arises from, is
19 based on, or relates to any alleged loss, harm, or damages allegedly caused by the
20 Releasees, or any of them, in connection with the Released Claims; (ii) waives and
21 disclaims any right to any form of recovery, compensation, or other remedy in any
22 such action or proceeding brought by or on behalf of her or any putative class of Class
23 Refrigerator owners; and (iii) agrees that this Agreement shall be a complete bar to
24 any such action by Plaintiff.

25 **XI. REPRESENTATIONS AND WARRANTIES**

26 Each of the Parties represents and warrants to, and agrees with, each of the
27 other Parties as follows:
28

- 1 A. Each Party has had the opportunity to receive, and has received,
2 independent legal advice from his, her, or its attorneys regarding the
3 advisability of making the Settlement, the advisability of executing this
4 Agreement, and the legal and income-tax consequences of this
5 Agreement, and fully understands and accepts the terms of this
6 Agreement.
- 7 B. Plaintiff represents and warrants that no portion of any claim, right,
8 demand, action, or cause of action against any of the Releasees that
9 Plaintiff has or may have arising out of the Lawsuit or pertaining to the
10 design, manufacture, testing, marketing, purchase, use, sale, servicing, or
11 disposal of the Class Refrigerators or otherwise referred to in this
12 Agreement, and no portion of any recovery or settlement to which
13 Plaintiff may be entitled, has been assigned, transferred, or conveyed by
14 or for Plaintiff in any manner; and no Person or entity other than Plaintiff
15 has any legal or equitable interest in the claims, demands, actions, or
16 causes of action referred to in this Agreement as those of Plaintiff herself.
- 17 C. None of the Parties relies or has relied on any statement, representation,
18 omission, inducement, or promise of the other Party (or any officer,
19 agent, employee, representative, or attorney for the other Party) in
20 executing this Agreement, or in making the Settlement provided for
21 herein, except as expressly stated in this Agreement.
- 22 D. Each of the Parties has investigated the facts pertaining to the Settlement
23 and this Agreement, and all matters pertaining thereto, to the full extent
24 deemed necessary by that Party and his, her, or its attorneys.
- 25 E. Each of the Parties has carefully read, and knows and understands, the
26 full contents of this Agreement and is voluntarily entering into this
27 Agreement after having had the opportunity to consult with, and having
28 in fact consulted with, his, her, or its attorneys.

1 F. Each term of this Agreement is contractual and not merely a recital.

2 **XII. NO ADMISSION OF LIABILITY**

3 It is understood and agreed that the Settlement sums and the benefits provided
4 in this Agreement, and this Settlement and release, are for the compromise of disputed
5 claims and are not to be construed as or deemed to be an admission of any liability,
6 fault, or responsibility on the part of any of the Releasees, by whom liability and fault
7 are, and always have been, expressly and completely denied.

8 **XIII. ADDITIONAL TERMS**

9 A. Extensions of Time: Unless otherwise ordered by the Court, the Parties
10 may agree to reasonable extensions of time to carry out any of the terms
11 of this Agreement and Settlement.

12 B. Cooperation: The Parties agree that they will abide by this Agreement
13 and do all such acts, and prepare, execute, and deliver all such
14 documents, as may reasonably be required to carry out the stated
15 objectives of this Agreement.

16 C. Interpretation and Construction: Each Party has participated in the
17 negotiation and drafting of all provisions of this Agreement, has had an
18 adequate opportunity to read, review, and consider with his, her, or its
19 own counsel the effect of the language of this Agreement, and has agreed
20 to its terms. Accordingly, the legal maxim that “ambiguity shall be
21 interpreted against the drafter” has no relevance to the interpretation or
22 construction of this Agreement.

23 D. Conditional Nature of Agreement:

24 1. At Plaintiff’s option, expressed in written notice to Defendant’s
25 counsel, this Agreement shall become null and void, and no
26 obligation on the part of any of the Parties will accrue, if the Court
27 materially alters any of the terms of this Agreement to the
28 detriment of Plaintiff or the Settlement Class, or fails to enter the

Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

2. At Defendant's option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order; or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

E. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and a Service Award to Plaintiff, none of the terms of this Agreement is severable from the others. If the Court or a court of appeals should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiff, in her sole discretion (but acting in accord with her duties and obligations as Class Representative), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

F. Return or Destruction of Confidential Documents: Within thirty (30) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuit.

G. Governing Law: With the exception of the Court's determination of a reasonable award of attorney fees and costs to Class Counsel, which the Parties agree shall be governed by Federal law, this Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed,

1 and delivered within the State of California, and the rights and
2 obligations of the Parties shall be construed and enforced in accordance
3 with, and governed by, the laws of the State of California.

4 H. Entire Agreement of the Parties: This Agreement constitutes and
5 comprises the entire agreement between the Parties with respect to the
6 subject matter hereof. It supersedes all prior and contemporaneous oral
7 and written agreements and discussions. It may be amended only by an
8 agreement in writing, signed by the Parties.

9 I. Binding on Agents, Successors, and Assigns: This Agreement is binding
10 on, and shall inure to the benefit of, the Parties and their respective
11 agents, employees, representatives, officers, directors, subsidiaries,
12 assigns, heirs, executors, administrators, insurers, and predecessors and
13 successors in interest.

14 J. Draft by All Parties: Each Party has participated in, and in any
15 construction to be made of this Agreement shall be deemed to have
16 equally participated in, the negotiating, drafting, and execution of this
17 Agreement.

18 K. No Extension of Whirlpool's Written Warranties: In connection with this
19 Agreement and Settlement, Whirlpool has not agreed to any extension of
20 its written warranties for the Class Refrigerators. The only Settlement
21 benefits are those expressly described in this Agreement.

22 L. Court Approval: The parties agree to seek approval of this proposed
23 Settlement in the United States District Court for the Northern District of
24 California.

1 Date: August 19, 2019

PLAINTIFF JULIE CORZINE

2
3 By: _____

4 Julie Corzine

5
6 Date: August 19, 2019

WHIRLPOOL CORPORATION

7
8 By: _____

9 Print Name: _____

10 Authorized Representative

11
12 READ AND APPROVED:

13
14 By: _____

15 Graham B. LippSmith

16 Counsel for Plaintiff

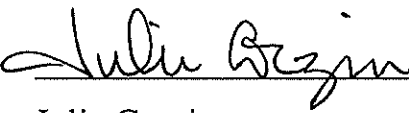
17
18 By: _____

19 Andrew M. Unthank

20 Counsel for Defendant

1 Date: August 19, 2019

PLAINTIFF JULIE CORZINE

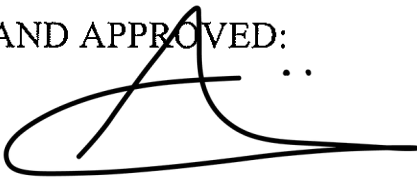
2
3 By: 
4 Julie Corzine
5

6 Date: August 19, 2019

WHIRLPOOL CORPORATION

7
8 By: _____
9 Print Name: _____
10 Authorized Representative
11

12 READ AND APPROVED:

13  ..
14 By: _____
15 Graham B. LippSmith
16 Counsel for Plaintiff
17

18 By: _____
19 Andrew M. Unthank
20 Counsel for Defendant
21
22
23
24
25
26
27
28

1 Date: August 19, 2019

PLAINTIFF JULIE CORZINE

2
3 By: _____

4 Julie Corzine

5
6 Date: August 19, 2019

WHIRLPOOL CORPORATION

7
8 By:  _____

9 Print Name: Kyle DeJong

10 Authorized Representative

11
12 READ AND APPROVED:

13
14 By: _____

15 Graham B. LippSmith

16 Counsel for Plaintiff

17
18 By: _____

19 Andrew M. Unthank

20 Counsel for Defendant

1 Date: August 19, 2019

PLAINTIFF JULIE CORZINE

2
3 By: _____

4 Julie Corzine

5
6 Date: August 19, 2019

WHIRLPOOL CORPORATION

7
8 By: _____

9 Print Name: _____

10 Authorized Representative

11
12 READ AND APPROVED:

13
14 By: _____

15 Graham B. LippSmith

16 Counsel for Plaintiff

17
18 By:  _____

19 Andrew M. Unthank

20 Counsel for Defendant

EXHIBIT 1

**Whirlpool-Manufactured Refrigerator With Bottom Freezer Class
Action Litigation Settlement
Claim Form - Instructions**

**WPL-GN
Instructions**

Instructions for Completing the Enclosed Claim Form

Parties have reached a settlement agreement in a class action lawsuit concerning ice build-up on the freezer floors of certain Whirlpool-manufactured refrigerators due to allegedly defective freezer drain tubes. If you believe you are a member of this Class, you must complete and submit the enclosed Claim Form online or by U.S. Mail at the addresses provided below. Detailed information about qualifying “Class Refrigerators,” manufactured between 2009 and 2018 as well as benefits available under the terms of the settlement, can be found at www.FreezerSettlement.com.

WEB: www.FreezerSettlement.com

MAIL: *Corzine v. Whirlpool Corp.*
Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

Important Deadlines: Claim Forms for Past Freezing Events must be completed online must be submitted on or before _____, 2020. Claim Forms for Past Freezing Events must be submitted by first-class United States Mail must be post-marked no later than _____, 2020. Claimants must report Future Freezing Events to Whirlpool’s toll-free number (888-900-7957) within 90 days after the first Freezing Event.

Potential Benefit: If you experienced or experience ice build-up on the floor of your Class Refrigerator that may have resulted in leaking from the bottom freezer and you incurred documented, out-of-pocket expenses to repair your Class Refrigerator’s freezer drain tube within five years of purchase as a result, you may be eligible for reimbursement up to \$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.

Making a Claim: To make a claim for Past Freezing Events you must (1) complete this entire Claim Form (pages 2 through 5), (2) attach copies of all required documentary proof, and (3) submit the completed Claim Form and attached documentation by U.S. Mail or online at www.FreezerSettlement.com no later than _____, 2020. To be eligible for benefits for a Future Freezing Event, you must call Whirlpool directly at 888-900-7957 to report your Freezing Event and schedule repair service within 90 days of first experiencing a Freezing Event.

*If you are making claims for more than one Class Refrigerator, please complete a separate Claim Form for each Class Refrigerator.

**If you have questions about completing the Claim Form, please visit www.FreezerSettlement.com, or contact the Claims Administrator at [insert email address] or [phone number].

CLAIM FORM CHECKLIST

Before submitting this Claim Form, check that you have done the following:

- ☐ Completed all fields in Section A (Name and Contact Information).

- ☐ Provided the Model Number and Serial Number of your Refrigerator and answered every question in Section B.
- ☐ Signed the Certification in Section C.

Please keep a copy of your completed Claim Form for your records.

**Your claim must
be postmarked by:
xxxx xx, 2020**

**Whirlpool-Manufactured Refrigerator with Bottom
Freezer
Class Action Litigation Settlement**

**WPL-GN
PART ONE**

Claim Form

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Claims Administrator of any changes to your contact information after submitting your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

E-Mail Address

**Claim I.D. Number
(See Notice Postcard or Email)**

SECTION B: INFORMATION ABOUT YOUR CLASS REFRIGERATOR

Model Number of Class Refrigerator

Serial Number of Class Refrigerator

Date of Purchase of Class Refrigerator**Note:** To locate the model and serial #, look inside your refrigerator cabinet on the side wall.

<p>1. Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodeling of a home, a new Class Refrigerator (i.e., a Whirlpool-manufactured refrigerator with bottom freezer with a model and serial number listed as eligible for settlement benefits on www.FreezerSettlement.com)?</p> <p>(If you answered “No” to this question, STOP; you are not entitled to any compensation or benefit under this Settlement.)</p>	<p>Question 1:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>2. Was your Class Refrigerator for personal or household use?</p> <p>(If you answered No to this question, STOP; you are not entitled to any compensation or benefit under this Settlement.)</p>	<p>Question 2:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>3. Have you previously received from Whirlpool any form of compensation or customer-satisfaction benefit for problems with your Class Refrigerator (e.g., a free gift card, a cash payment, a partial refund of the Refrigerator’s purchase price, a gift of a new product, a discount off the regular price of a new refrigerator, or any other product that you redeemed)?</p>	<p>Question 3:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If yes, provide the dollar amount of the benefit already received:</p> <p>\$ _____</p>
<p>4. Do you have documentation showing that you experienced an obstruction of your Refrigerator’s freezer drain tube resulting in ice build-up on the freezer floor and possibly water leaking from the bottom of the freezer drawer?</p> <p>Examples of sufficient documentation for Question 4 include, but are not limited to, service tickets, service estimates, and service receipts that show you experienced this problem. (If you answered “Yes” to this question, skip Question 5 and proceed directly to Question 6. If you answered “No” to this question, proceed to Question 5.)</p>	<p>Question 4:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>5. DECLARATION: I declare under penalty of perjury of the laws of the United States that within five years of purchase I experienced an obstruction of my Refrigerator’s freezer drain tube causing a buildup of ice on the freezer floor that may have resulted in water leaking from the bottom of the freezer door.</p> <p>_____</p> <p style="text-align: center;">Signature</p>	<p>If you were unable to sign the Declaration to the left, STOP; you are not entitled to any reimbursement benefit. If you signed this Declaration, PROCEED TO QUESTION 6.</p> <p>_____</p> <p style="text-align: center;">Date</p>

<p>6. Do you have documentation showing that, within five years of purchase of your Class Refrigerator, you paid money out-of-pocket for repair of your Class Refrigerator by a service technician necessitated by a drain obstruction causing ice build-up on the freezer floor, including unplugging or replacing the freezer drain tube? Examples of sufficient documentation for Question 6 include, but are not limited to, service tickets, service receipts, copies of checks, and entries on credit card statements that show you experienced this type of repair and show the amount you paid for it. Repair estimates or other documents that do not establish you actually paid the amount shown, by themselves, are not sufficient documentation.</p>	<p>Question 6:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>7. Do you have documentation showing the purchase date of your Class Refrigerator? Examples of sufficient documentation include, but are not limited to, purchase receipts, entries on credit card statements, and warranty registrations.</p> <p>(If you answered “Yes” to this question, proceed directly to Section C. If you answered “No” to this question, proceed to Question 8.)</p>	<p>Question 7:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>8. DECLARATION: I declare under penalty of perjury of the laws of the United States that I have searched for but am unable to find documentary proof of the date of purchase of my Class Refrigerator. I request that Whirlpool search its product registration database in an attempt to find this information.</p> <p>_____</p> <p style="text-align: center;">Signature</p>	<p>If you were unable to sign the Declaration to the left, STOP; you are not entitled to any reimbursement benefit. If you signed the Declaration, PROCEED TO SECTION C.</p>

Final Instructions: Once you have completed this Claim Form and gathered all required documentary proof, **sign and date the Certification Statement**, below. You may then submit your completed Claim Form, including a copy of your documentary proof, by email to claims@FreezerSettlement.com, or U.S. Mail to the Settlement Administrator at the address printed on the Claim Form-Instructions. You may also complete your Claim Form online at www.FreezerSettlement.com and upload any supporting documentation, there. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

SECTION C: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (*Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement.*): I declare under penalty of perjury of the laws of the United States that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name

EXHIBIT 2

Julie Corzine v. Whirlpool Corp., Case No. 5:15-cv-05764-BLF

Amended Exhibit 2 to Settlement Agreement*Model = Material (no engineering digits)***Group A***Serial Range = KY01xxxxx
through K333xxxxx***Group B***Serial Range = VS141xxxxx
through VS827xxxxx*

Model	Brand
AB1924PEKB	AMA
AB1924PEKS	AMA
AB1924PEKW	AMA
AB2225PEKB	AMA
AB2225PEKS	AMA
AB2225PEKW	AMA
AB2526PEKW	AMA
ABB1921BRM	AMA
ABB1921DEW	AMA
ABB1921FEB	AMA
ABB1921WEW	AMA
ABB1922FEB	AMA
ABB1922FED	AMA
ABB1922FEQ	AMA
ABB1922FEW	AMA
ABB1924BRM	AMA
ABB1924WEB	AMA
ABB1924WED	AMA
ABB1924WEQ	AMA
ABB1924WES	AMA
ABB1924WEW	AMA
ABB1927VEB	AMA
ABB1927VEW	AMA
ABB192ZDEB	AMA
ABB192ZDEW	AMA
ABB192ZWEB	AMA
ABB192ZWEW	AMA
ABB2221FEB	AMA
ABB2221FEW	AMA
ABB2221WEB	AMA
ABB2221WEW	AMA
ABB2222FEB	AMA
ABB2222FED	AMA
ABB2222FEQ	AMA
ABB2222FEW	AMA
ABB2224WEB	AMA
ABB2224WED	AMA

Model	Brand
IX5BBEXDS	IKEA
KFFS20EYBL	KAD
KFFS20EYMS	KAD
KFFS20EYWH	KAD
KRFF300EBL	KAD
KRFF300EBS	KAD
KRFF300ESS	KAD
KRFF300EWH	KAD
MFB2055DRE	MAY
MFB2055DRM	MAY
MFB2055FRZ	MAY
MFB2055YEB	MAY
MFB2055YEM	MAY
MFB2055YEW	MAY
MFF2055DRE	MAY
MFF2055DRH	MAY
MFF2055DRM	MAY
MFF2055FRB	MAY
MFF2055FRW	MAY
MFF2055FRZ	MAY
MFF2055YEB	MAY
MFF2055YEM	MAY
MFF2055YEW	MAY
MFW2055DRE	MAY
MFW2055DRH	MAY
MFW2055DRM	MAY
MFW2055FRZ	MAY
MFW2055YEB	MAY
MFW2055YEW	MAY
WRF560SEHB	WHR
WRF560SEHV	WHR
WRF560SEHW	WHR
WRF560SEHZ	WHR
WRF560SEYB	WHR
WRF560SEYM	WHR
WRF560SEYW	WHR
WRF560SFHW	WHR

ABB2224WEQ	AMA	WRF560SFYB	WHR
ABB2224WES	AMA	WRF560SFYE	WHR
ABB2224WEW	AMA	WRF560SFYH	WHR
ABB2227VEB	AMA	WRF560SFYM	WHR
ABB2227VEW	AMA	WRF560SFYW	WHR
ABB2522FEB	AMA	WRF560SMHB	WHR
ABB2522FEQ	AMA	WRF560SMHV	WHR
ABB2522FEW	AMA	WRF560SMHW	WHR
ABL1922FES	AMA	WRF560SMHZ	WHR
ABL1927VES	AMA	WRF560SMYB	WHR
ABL192ZFES	AMA	WRF560SMYE	WHR
ABL192ZWES	AMA	WRF560SMYH	WHR
ABL2222FES	AMA	WRF560SMYM	WHR
ABL2227VES	AMA	WRF560SMYW	WHR
ABR1922FES	AMA	WRFA60SMHN	WHR
ABR1927VES	AMA	WRFA60SMHZ	WHR
ABR192ZFES	AMA		
ABR192ZWES	AMA		
ABR2222FES	AMA		
ABR2227VES	AMA		
AFB2234WEB	AMA		
AFB2234WES	AMA		
AFB2234WEW	AMA		
AFD2535DEB	AMA		
AFD2535DEQ	AMA		
AFD2535DEW	AMA		
AFD2535FES	AMA		
AFF2534FEB	AMA		
AFF2534FES	AMA		
AFF2534FEW	AMA		
AFI2538AEB	AMA		
AFI2538AEQ	AMA		
AFI2538AES	AMA		
AFI2538AEW	AMA		
AFI2538AEB	AMA		
AFI2538AEQ	AMA		
AFI2538AES	AMA		
AFI2538AEW	AMA		
CB19G6W00W	CROSLEY		
CB19G7B00B	CROSLEY		
CB19G7W00W	CROSLEY		
IX5HHEXVS	IKEA		
IX5HHEXWS	IKEA		
ITB19440Q	INGLIS		
JBD2286KEB	JENN AIR		
JBL2088HES	JENN AIR		
JBL2088WEM	JENN AIR		

JBL2286KES	JENN AIR
JBR2088HES	JENN AIR
JBR2088WEM	JENN AIR
JBR2286KES	JENN AIR
JFC2089HEP	JENN AIR
JFC2089HES	JENN AIR
JFC2089HPF	JENN AIR
JFC2089HPR	JENN AIR
JFC2089HPY	JENN AIR
JFC2089HTB	JENN AIR
JFC2089HTW	JENN AIR
JFC2089WEM	JENN AIR
JFC2089WEP	JENN AIR
JFC2089WTB	JENN AIR
JFC2089WTW	JENN AIR
JFC2290VEM	JENN AIR
JFC2290VEP	JENN AIR
JFC2290VPF	JENN AIR
JFC2290VPR	JENN AIR
JFC2290VPY	JENN AIR
JFC2290VTB	JENN AIR
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JFD2589KES	JENN AIR
JFI2089AEB	JENN AIR
JFI2089AEP	JENN AIR
JFI2089AES	JENN AIR
JFI2089AEW	JENN AIR
JFI2089ATS	JENN AIR
JFI2089WES	JENN AIR
JFI2089WTS	JENN AIR
JFI2589AEP	JENN AIR
JFI2589AES	JENN AIR
JFI2089AEB	JENN AIR
JFI2089AEP	JENN AIR
JFI2089AES	JENN AIR
JFI2089AEW	JENN AIR
JFI2089ATS	JENN AIR
JFI2089WES	JENN AIR
JFI2089WTS	JENN AIR
JFI2589AEP	JENN AIR
JFI2589AES	JENN AIR
JFX2597AEM	JENN AIR
JFX2597AEP	JENN AIR
5KBFS20EAX	KAD
5KRFX9000M	KAD
KBFL25EVMS	KAD
KBFS20EVBL	KAD

KBFS20EVMS	KAD
KBFS20EVWH	KAD
KBFS22EWBL	KAD
KBFS22EWMS	KAD
KBFS22EWWH	KAD
KBFS25EVL	KAD
KBFS25EVMS	KAD
KBFS25EVWH	KAD
KBFS25EWBL	KAD
KBFS25EWMS	KAD
KBFS25EWWH	KAD
KBLS19KTMS	KAD
KBLS19KTSS	KAD
KBLS20EVMS	KAD
KBLS22EVMS	KAD
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KBLS22KWMS	KAD
KBRL22EVMS	KAD
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KBR20EVWH	KAD
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KFCP22EXMP	KAD
KFCS22EVL	KAD
KFCS22EVMS	KAD
KFCS22EVWH	KAD
KFIL27CXMP	KAD
KFIL27CXMS	KAD
KFIS20XVL	KAD
KFIS20XVMS	KAD
KFIS20XVWH	KAD
KFIS25XVL	KAD
KFIS25XVMS	KAD

KFIS25XVWH	KAD
KFIS27CXBL	KAD
KFIS27CXMS	KAD
KFIS27CXWH	KAD
KFIS29BBBL	KAD
KFIS29BBMS	KAD
KFIS29BBWH	KAD
KFIS29PBMS	KAD
KFIV29PCMS	KAD
KFXL25RYMS	KAD
KFXS25RYBL	KAD
KFXS25RYMS	KAD
KFXS25RYWH	KAD
KRFC90100B	KAD
KRK55BRANA	KAD
5GBB19PRYA	MAY
5GBB19PRYW	MAY
5GBB22PRYW	MAY
5GBL22PRYA	MAY
5GFC20PRAA	MAY
5GFC20PRAW	MAY
5GFC20PRYA	MAY
5GFC20PRYW	MAY
5GFF25PRYA	MAY
5GFF25PRYW	MAY
5GI6FARAF	MAY
5MFI267AA	MAY
5MFX257AA	MAY
5VGI6FARAF	MAY
5VMFI267AA	MAY
5VMFX257AA	MAY
7MF2976AEM	MAY
7MI2569VEM	MAY
MB2216PUAW	MAY
MBB1952HEB	MAY
MBB1952HEW	MAY
MBB1953WEB	MAY
MBB1953WEW	MAY
MBB1953XEB	MAY
MBB1953XEW	MAY
MBB1957VEB	MAY
MBB1957VEW	MAY
MBB1957WEB	MAY
MBB1957WEW	MAY
MBF1952VEW	MAY
MBF1953YEB	MAY
MBF1953YEW	MAY

MBF1956KEB	MAY
MBF1956KEQ	MAY
MBF1956KEW	MAY
MBF1958WEB	MAY
MBF1958WES	MAY
MBF1958WEW	MAY
MBF1958XEB	MAY
MBF1958XEQ	MAY
MBF1958XES	MAY
MBF1958XEW	MAY
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MBF2256KEW	MAY
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MBF2258XEQ	MAY
MBF2258XEW	MAY
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MBL1953XES	MAY
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MBL2258XES	MAY
MBL2556KES	MAY
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MBR1953WES	MAY
MBR1953XES	MAY
MBR1953YES	MAY
MBR1956KES	MAY
MBR1957VES	MAY
MBR1957WES	MAY
MBR2256KES	MAY
MBR2258XES	MAY
MBR2556KES	MAY
MFC2061HEB	MAY
MFC2061HEW	MAY
MFC2061KES	MAY
MFD2562VEA	MAY
MFD2562VEB	MAY
MFD2562VEM	MAY

MFD2562VEW	MAY
MFF2258VEA	MAY
MFF2258VEB	MAY
MFF2258VEM	MAY
MFF2258VEW	MAY
MFF2558VEA	MAY
MFF2558VEB	MAY
MFF2558VEM	MAY
MFF2558VEQ	MAY
MFF2558VEW	MAY
MFI2067AEB	MAY
MFI2067AEQ	MAY
MFI2067AES	MAY
MFI2067AEW	MAY
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MFI2269VEB	MAY
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MFI2269VEW	MAY
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MFI2569VEW	MAY
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MFI2067AEQ	MAY
MFI2067AES	MAY
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MFI2569VEQ	MAY
MFI2569VEW	MAY

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MFT2672AEW	MAY
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MFT2673BEM	MAY
MFT2673BEW	MAY
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MFT2771WEW	MAY
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MF2571XEM	MAY
MF2571XEW	MAY
5GX0FHTXAF	WHR
6GX0FHDXXY	WHR
7GI5FSAXVY	WHR
EB2SHKXVD	WHR
EB2SHKXVQ	WHR
EB9FVBLVS	WHR
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EB9FVBRVS	WHR
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EB9FVBXVQ	WHR
EB9FVBXWB	WHR
EB9FVBXWQ	WHR
EB9FVHLVS	WHR
EB9FVHLWS	WHR
EB9FVHRVS	WHR
EB9FVHRWS	WHR

EB9FVHXVB	WHR
EB9FVHXVQ	WHR
EB9FVHXWB	WHR
EB9FVHXWQ	WHR
EB9SHKXVQ	WHR
G16FARXXB	WHR
G20EFSB23S	WHR
G25EFSB23S	WHR
G32026PEKS	WHR
G32026PEKW	WHR
G32026PELB	WHR
G32027WEKB	WHR
G32526PEKB	WHR
G32526PEKS	WHR
G32526PEKW	WHR
G37025PEAS	WHR
G37025PEAW	WHR
G37026FEAS	WHR
G37026FEAW	WHR
GB1924PEKB	WHR
GB1924PEKS	WHR
GB1924PEKW	WHR
GB2026LEKS	WHR
GB2026PEKB	WHR
GB2026PEKW	WHR
GB2026REKS	WHR
GB2225PEKW	WHR
GB2526LEKS	WHR
GB2526PEKW	WHR
GB2526REKS	WHR
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GB2FHDXWQ	WHR
GB2FHDXWS	WHR
GB2SHDXTB	WHR
GB2SHDXTD	WHR
GB2SHDXTQ	WHR
GB2SHDXTS	WHR
GB2SHTXTB	WHR
GB2SHTXTQ	WHR
GB2SHTXTS	WHR
GB5525PEAS	WHR
GB5525PEAW	WHR
GB5526FEAS	WHR
GB5526FEAW	WHR
GB6525PEAS	WHR
GB6525PEAW	WHR

GB6526FEAS	WHR
GB6526FEAW	WHR
GB9FHDXWB	WHR
GB9FHDXWD	WHR
GB9FHDXWQ	WHR
GB9FHDXWS	WHR
GB9SHDXPQ	WHR
GB9SHDXVB	WHR
GB9SHDXVQ	WHR
GB9SHDXVS	WHR
GI0FSAXVA	WHR
GI0FSAXVB	WHR
GI0FSAXVQ	WHR
GI0FSAXVY	WHR
GI5FSAXVA	WHR
GI5FSAXVB	WHR
GI5FSAXVQ	WHR
GI5FSAXVS	WHR
GI5FSAXVY	WHR
GI5FVAXVB	WHR
GI5FVAXVL	WHR
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GI5FVAXYB	WHR
GI5FVAXYQ	WHR
GI5FVAXYY	WHR
GI5SVAXVB	WHR
GI5SVAXVL	WHR
GI5SVAXVQ	WHR
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GI6FARXXF	WHR
GI6FARXXQ	WHR
GI6FARXXY	WHR
GI6FDRXXB	WHR
GI6FDRXXQ	WHR
GI6FDRXXY	WHR
GI6SARXXF	WHR
GI6SDRXXB	WHR
GI6SDRXXQ	WHR
GI6SDRXXV	WHR
GI6SDRXXY	WHR
GI7FVCXWA	WHR
GI7FVCXWB	WHR
GI7FVCXWQ	WHR
GI7FVCXWY	WHR
GI7FVCXXA	WHR
GI7FVCXXB	WHR
GI7FVCXXQ	WHR

GI7FVCXXY	WHR
GI6FARXXB	WHR
GI6FARXXF	WHR
GI6FARXXQ	WHR
GI6FARXXY	WHR
GI6FDRXXB	WHR
GI6FDRXXQ	WHR
GI6FDRXXY	WHR
GI6SARXXF	WHR
GI6SDRXXB	WHR
GI6SDRXXQ	WHR
GI6SDRXXV	WHR
GI6SDRXXY	WHR
GI7FVCXWA	WHR
GI7FVCXWB	WHR
GI7FVCXWQ	WHR
GI7FVCXWY	WHR
GI7FVCXXA	WHR
GI7FVCXXB	WHR
GI7FVCXXQ	WHR
GI7FVCXXY	WHR
GX2FHDXVA	WHR
GX2FHDXVB	WHR
GX2FHDXVD	WHR
GX2FHDXVQ	WHR
GX2FHDXVT	WHR
GX2FHDXVY	WHR
GX2SHBXVB	WHR
GX2SHBXVQ	WHR
GX2SHBXVY	WHR
GX2SHDXVB	WHR
GX2SHDXVD	WHR
GX2SHDXVQ	WHR
GX2SHDXVY	WHR
GX5FHDXVA	WHR
GX5FHDXVB	WHR
GX5FHDXVD	WHR
GX5FHDXVQ	WHR
GX5FHDXVT	WHR
GX5FHDXVY	WHR
GX5FHTXVA	WHR
GX5FHTXVB	WHR
GX5FHTXVQ	WHR
GX5FHTXVY	WHR
GX5SHDXVA	WHR
GX5SHDXVB	WHR
GX5SHDXVD	WHR

GX5SHDXVQ	WHR
GX5SHDXVT	WHR
GX5SHDXVY	WHR
GX5SHTXVA	WHR
GX5SHTXVB	WHR
GX5SHTXVQ	WHR
GX5SHTXVY	WHR
GZ25FDRXY	WHR
GZ25FSRXY	WHR
WRF535SMBB	WHR
WRF535SMBM	WHR
WRF535SMBW	WHR
WRF736SDAB	WHR
WRF736SDAF	WHR
WRF736SDAM	WHR
WRF736SDAW	WHR
WRF759SLAB	WHR
WRF759SLAF	WHR
WRF759SLAM	WHR
WRF759SLAW	WHR
WRF989SDAB	WHR
WRF989SDAE	WHR
WRF989SDAF	WHR
WRF989SDAH	WHR
WRF989SDAM	WHR
WRF989SDAW	WHR
WRF989SLAB	WHR
WRF989SLAF	WHR
WRF989SLAM	WHR
WRF989SLAW	WHR
WRF990SLAB	WHR
WRF990SLAM	WHR
WRF990SLAW	WHR
WRX735SDBM	WHR
WRX788SIBM	WHR
WRX788SIBW	WHR
WRX988SIBB	WHR
WRX988SIBE	WHR
WRX988SIBH	WHR
WRX988SIBM	WHR
WRX988SIBW	WHR
MFX2571XEB	MAY
MFX2571XEM	MAY
MFX2571XEW	MAY
WRF535SMBB	WHR
WRF535SMBM	WHR
WRF535SMBW	WHR

WRF560SEHB	WHR
WRF560SEHB	WHR
WRF560SEHV	WHR
WRF560SEHV	WHR
WRF560SEHW	WHR
WRF560SEHW	WHR
WRF560SEHZ	WHR
WRF560SEHZ	WHR
WRF560SEYB	WHR
WRF560SEYM	WHR
WRF560SEYW	WHR
WRF560SFHW	WHR
WRF560SFYB	WHR
WRF560SFYE	WHR
WRF560SFYH	WHR
WRF560SFYM	WHR
WRF560SFYW	WHR
WRF560SMHB	WHR
WRF560SMHV	WHR
WRF560SMHW	WHR
WRF560SMYB	WHR
WRF560SMYE	WHR
WRF560SMYH	WHR
WRF560SMYM	WHR
WRF560SMYW	WHR
WRF736SDAB	WHR
WRF736SDAF	WHR
WRF736SDAM	WHR
WRF736SDAW	WHR
WRF759SLAB	WHR
WRF759SLAF	WHR
WRF759SLAM	WHR
WRF759SLAW	WHR
WRF989SDAB	WHR
WRF989SDAE	WHR
WRF989SDAF	WHR
WRF989SDAH	WHR
WRF989SDAM	WHR
WRF989SDAW	WHR
WRF989SLAB	WHR
WRF989SLAF	WHR
WRF989SLAM	WHR
WRF989SLAW	WHR
WRF990SLAB	WHR
WRF990SLAM	WHR
WRF990SLAW	WHR
WRFA60SMHN	WHR

WRFA60SMHZ	WHR
WRX735SDBM	WHR
WRX788SIBM	WHR
WRX788SIBW	WHR
WRX988SIBB	WHR
WRX988SIBE	WHR
WRX988SIBH	WHR
WRX988SIBM	WHR
WRX988SIBW	WHR

EXHIBIT 3

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 Earliest Deadline: [DATE]	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: [DATE]	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: [DATE]	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 _____ at _____	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 this 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 [INSERT NOTICE DATE] 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 numbers 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 _____, 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 [INSERT NOTICE DATE] and within five years of purchase or acquisition of your Class Refrigerator, you must contact Whirlpool at 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 [INSERT NOTICE DATE]. For all questions regarding reimbursement, customers should call [INSERT ADMINISTRATOR'S PHONE NUMBER].

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 by [INSERT DATE] 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.RefrigeratorSettlement.com. You can also contact the Settlement Administrator by telephone at [Phone Number], by email at [email address], or by writing to Refrigerator Settlement Claims Administrator, Corzine v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, 1801 Market Street, Suite 660, 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 19).

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.RefrigeratorSettlement.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.RefrigeratorSettlement.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 **[insert date 91 days after entry of the Preliminary Approval Order]**.

Corzine v. Whirlpool Corp. Refrigerator Settlement

Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

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 19). 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 **[insert date 60 days after entry of the Preliminary Approval Order]**.

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 29). 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 25) 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 Defendant 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 **[INSERT DATE THAT IS 60 days after entry of the Preliminary Approval Order]**.

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 at the address listed in response to Question 20, claims@FreezerSettlement.com, or [PHONE], 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.

EXHIBIT 4

To Be Provided to the Court in
Motion for Final Approval

EXHIBIT 5

1
2
3
4
5
6
7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9

10 JULIE CORZINE, individually and on behalf of
all others similarly situated,

11 Plaintiff,

12 vs.

13 MAYTAG CORPORATION, a Delaware
14 corporation; WHIRLPOOL CORPORATION, a
Delaware corporation; and DOES 1 through 50,
15 inclusive,

16 Defendants.
17

Case No.: 5:15-cv-05764

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

18 Plaintiff Julie Corzine (“Plaintiff”) and Whirlpool Corporation (“Whirlpool” or “Defendant”)
19 executed a Class Action Settlement Agreement and Release on May 7, 2018, which the Parties
20 amended on August 14, 2019 (“Settlement Agreement” or “Agreement”). Pursuant to the
21 Agreement, the Parties have moved for entry of an order granting preliminary approval of the
22 settlement provided for in the Settlement Agreement (the “Settlement”). All defined terms in this
23 Order (i.e., all capitalized words or phrases) shall have the same definitions and meanings as those
24 set forth in the Settlement Agreement.

25 Having reviewed the Settlement Agreement and considered the Parties’ submissions in
26 support of preliminary approval of the Settlement, the Court now FINDS, CONCLUDES, and
27 ORDERS as follows:
28

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

I. CERTIFICATION OF THE SETTLEMENT CLASS

The Agreement settles all Released Claims, as defined below, that have been or could have been brought in the putative class-action Lawsuit. The Agreement provides for a nationwide class settlement of the Released Claims concerning certain models of Whirlpool-manufactured refrigerators with bottom freezers that are the subject of the Lawsuit. As part of the Settlement, Defendant has conditionally withdrawn its objections to certification of the Settlement Class.

A. The Court has considered (a) allegations, information, arguments, and authorities provided by the Parties in connection with pleadings and motions previously filed by each of them in this case; (b) information, arguments, and authorities provided by Plaintiff and Defendant in their memoranda of points and authorities submitted in support of the Parties' joint motion for entry of an order granting preliminary approval to the Settlement; (c) the First Amendment to Class Action Settlement Agreement and Release of Claims; (d) Defendant's conditional withdrawal, for the purpose of the Settlement, of its objections to certification of the Settlement Class specified in the Settlement Agreement; (e) the terms of the Settlement Agreement including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and (f) the Settlement's elimination of any potential manageability issues, ascertainability issues, and individualized issues of fact and law that could have had a bearing on the certification of a nationwide class for trial. Based on those considerations, the Court makes the following findings:

1. From 2009 through 2018, Whirlpool manufactured hundreds of thousands of refrigerators with bottom freezers, identified by model number in Exhibit 2 to the Settlement Agreement ("Class Refrigerators") that were sold to, acquired by, or received as a gift by persons nationwide. The number of appliances at issue readily satisfies Federal Rule of Civil Procedure 23(a)(1)'s numerosity requirement.

2. There are questions of fact and law common to all members of the Settlement Class based on Whirlpool's manufacture of Class Refrigerators. Such questions include, but are not limited to, the following:

1 a. Whether the Class Refrigerators contain one or more design defects
2 that caused the Class Refrigerators to accumulate ice buildup in the freezer drain tube, sometimes
3 resulting in water leaking out from under the freezer door; and

4 b. Whether Plaintiff and the members of the Settlement Class can recover
5 damages based on the alleged freezer drain tube defects.

6 3. Plaintiff's claims are typical of the Settlement Class. Plaintiff is a member of
7 the Settlement Class and alleges that she has been damaged by the same conduct of Defendant that
8 she alleges has damaged other members of the Settlement Class. Plaintiff's claims are not in conflict
9 with or antagonistic to the claims of the Settlement Class as a whole. Plaintiff's claims and those of
10 other members of the Settlement Class are based upon corresponding theories.

11 4. The Settlement Class is ascertainable. The unnamed members of the
12 Settlement Class each of them purchased, acquired, or received as a gift a Class Refrigerator.

13 5. Plaintiff can fully, fairly, and adequately protect the interests of the Settlement
14 Class. Class Counsel is experienced in prosecuting complex class-action litigation, and Plaintiff and
15 Class Counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement
16 Class.

17 6. Questions of law and fact common to all members of the Settlement Class
18 predominate over any questions affecting only individual members of the Settlement Class for
19 settlement purposes.

20 7. A nationwide class action for settlement purposes is superior to other
21 available methods for the fair and efficient adjudication of this controversy.

22 B. The Court preliminarily certifies a class for settlement purposes only, consisting of
23 persons who meet the following criteria:

24 All residents of the United States and its territories who (a) purchased a new Class
25 Refrigerator, (b) acquired a Class Refrigerator as part of the purchase or remodel of a
26 home, or (c) received as a gift, from a donor meeting those requirements, a new Class
27 Refrigerator not used by the donor or by anyone else after the donor purchased the
28 Class Refrigerator and before the donor gave the Class Refrigerator to the Class

1 Member. Excluded from the Settlement Class are (a) officers, directors, and
2 employees of Whirlpool, or its parents or subsidiaries, (b) insurers of Class Members,
3 (c) subrogees or all entities claiming to be subrogated to the rights of a Class
4 Refrigerator purchaser, a Class Refrigerator owner, or a Class Member, and (d)
5 issuers or providers of extended warranties or service contracts for Class
6 Refrigerators.

7 C. The Court appoints Plaintiff Julie Corzine as the Class Representative for the
8 Settlement Class. The Court appoints Graham B. LippSmith and Jaclyn L. Anderson of the law firm
9 Kasdan LippSmith Weber Turner LLP as Class Counsel for the Settlement Class.

10 D. If for any reason the Settlement Agreement ultimately does not become effective, the
11 Settlement and any order certifying a settlement class shall be vacated *nunc pro tunc*, Defendant's
12 conditional withdrawal of its objections to certifying the Settlement Class shall be null and void, The
13 Lawsuit shall proceed as though the Settlement Class had never been certified, and nothing stated in
14 the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by
15 any of the Parties or used as evidence against, or over the objection of, any of the Parties for any
16 purpose in this action or in any other action or proceeding of any kind.

17 **II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT**

18 A. Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in
19 the Lawsuit, denies all liability for any of the claims that have, or could have, been alleged by
20 Plaintiff or other members of the Settlement Class, and maintains that the Class Refrigerators are
21 free of defects.

22 B. The Settlement requires that Defendant provide specified compensation to each Class
23 Member who meets certain eligibility requirements and who timely submits a valid, complete Claim
24 Form, with specified supporting documentation, all as defined and set forth in the Settlement
25 Agreement. All Class Members who within five years of acquiring their Class Refrigerator (a)
26 experienced a buildup of ice due to blockage of their freezer drain tube, which may have resulted in
27 water leaking from the freezer door (a "Freezing Event"), (b) experienced a repair of that problem
28 consisting of the unclogging or replacement of the freezer drain tube, and (c) paid money out of

1 pocket for that repair, are eligible to receive a cash reimbursement payment, up to \$150, for the
2 amount of out-of-pocket qualifying repair expenses established through documentary proof as
3 follows: (1) one hundred percent of parts and labor in years one through three of ownership; (2) one
4 hundred percent of parts and sixty-five percent of labor in year four of ownership; and (3) one
5 hundred percent of parts and fifty-percent of labor in year five of ownership. Further, members of
6 the Settlement Class who experience a Freezing Event after the Settlement Notice Date and within
7 five years of ownership are eligible for repair service subject to the above-described limitations
8 applicable to out-of-pocket expense reimbursement claims. Finally, Whirlpool agrees to keep in
9 place and not alter its special service project concerning Freezing Events, which provides a free
10 replacement drain tube to persons who experience a Freezing Event as reported to Whirlpool by a
11 Service Technician through December 31, 2021, for Class Refrigerator models in Exhibit 2, Group
12 A or through December 31, 2026, for Class Refrigerator models in Group B.

13 C. On a preliminary basis, the Settlement appears fair, reasonable, and adequate,
14 considering the following: (1) the defenses on the merits and a contested class certification asserted
15 by Defendant, (2) the risks to the members of the Settlement Class that Defendant could successfully
16 defend against claims arising out of the facts and legal theories pled and asserted in this case,
17 whether litigated by Settlement Class Members themselves or on their behalf in a class action, and
18 (3) the length of time that would be required for Settlement Class Members, or any group of
19 Settlement Class Members, to obtain a final judgment through one or more trials and appeals.
20 Moreover, the Parties have reached the Settlement after extensive motion practice, exchange of
21 initial disclosures, the collection and analysis of hundreds of thousands of pages of documents by
22 Defendants, interviews of clients and client employees, consultation with experts, and engaging in
23 extensive arms-length settlement negotiations over the course of six months—first as to the benefit
24 to the Settlement Class and then as to Class Counsel’s attorney fees and costs and the Class
25 Representative Service Award. For these reasons, the Settlement falls within the appropriate range of
26 possible approval and does not appear in any way to be the product of collusion.

27 D. Accordingly, it is ORDERED and ADJUDGED that the Settlement Agreement and
28 corresponding Settlement are hereby preliminarily approved.

III. APPROVAL OF THE SUMMARY SETTLEMENT NOTICES, THE LONG-FORM NOTICE OR “FAQ,” THE PUBLICATION NOTICE, THE CLAIM FORM, AND THE PLANS FOR DISTRIBUTION AND DISSEMINATION OF THE SETTLEMENT NOTICES

A. As provided for in the Settlement Agreement, the Parties have submitted: (a) a proposed summary settlement notice to be mailed and emailed to identifiable potential Class Members (the “Summary Notice”), a copy of which is attached to the Settlement Agreement as Exhibit 7; (b) a plan for distributing the Summary Notice to the Settlement Class; (c) a proposed long-form settlement notice in the form of Frequently Asked Questions and Answers, or an “FAQ,” a copy of which is attached to the Settlement Agreement as Exhibit 3 and which will be published on the Settlement Website and mailed to those members of the Settlement Class who request a hard copy; (d) a proposed Publication Notice, a copy of which is attached to the Settlement Agreement as Exhibit 6; (e) a plan for the Publication Notice’s publication in print periodicals, on websites, and social media to provide adequate notice to the Settlement Class; (f) a proposed Claim Form for cash reimbursement Settlement benefits; (g) a plan for allowing Settlement Class Members to file the Claim Form through the Settlement Website, by email, or by U.S. Mail, and for mailing a Claim Form to Settlement Class Members who contact the Settlement Administrator by telephone, U.S. Mail, or email requesting that a Claim Form be sent by mail; and (h) a plan for establishing the Settlement Website, with the information and documents that the Parties jointly agree to post concerning the nature of the case and status of the Settlement, including the Claim Form, the FAQ, information relating to relevant deadlines, a complete copy of the Settlement Agreement, and orders of the Court referring or related to the Settlement.

B. The proposed plan for distributing and publishing the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website appears reasonably likely to notify members of the Settlement Class of the Settlement, and there appears to be no additional mode of distribution that would be reasonably likely to notify Settlement Class Members who will not receive notice pursuant to the proposed distribution plans. The proposed plan also satisfies the notice requirements of Rule 23(e) and all other, applicable federal law.

1 C. The Summary Notice, FAQ, Publication Notice, and Settlement Website will fairly,
2 accurately, and reasonably inform Settlement Class Members of: (a) appropriate information about
3 the nature of the Lawsuit and the essential terms of the Settlement Agreement; (b) appropriate
4 information about how to obtain additional information regarding this matter and the Settlement
5 Agreement; (c) appropriate information about, and means for obtaining, a Claim Form; (d)
6 appropriate information about, and means for submitting, a Claim Form for benefits under the
7 Settlement; and (e) appropriate information about how to challenge, or exclude themselves from, the
8 Settlement, if they wish to do so. The Settlement notices and Settlement Website also fairly and
9 adequately inform Settlement Class Members that failure to complete and submit a claim in the
10 manner and time specified in the notices, on the Settlement Website, and in the Claim Form shall
11 constitute a waiver of any right to obtain any compensation under the Settlement. The notices and
12 Settlement Website also fairly and adequately inform Settlement Class Members that if they do not
13 comply with the specified procedures and the deadline for objections, they will lose any opportunity
14 to have any objection considered at the Fairness Hearing or to otherwise contest certification of the
15 Settlement Class or approval of the Settlement, or to appeal from any order or judgment entered by
16 the Court in connection with the Settlement.

17 D. The proposed Claim Form provided in the Settlement Agreement fairly, accurately,
18 and reasonably informs Settlement Class Members of (1) appropriate information about the nature of
19 the Lawsuit and the essential terms of the Settlement Agreement; (2) appropriate information about,
20 and means for, submitting a claim for benefits under the Settlement; and (3) the fact that failure to
21 complete and submit a Claim Form, in the manner and time specified in the notices, Settlement
22 Website, and Claim Form, shall constitute a waiver of any right to obtain any compensation under
23 the Settlement. The proposed plan for publishing the Claim Form on the Settlement Website and for
24 mailing or emailing the Claim Form to Settlement Class Members who request a Claim Form by
25 contacting the Settlement Administrator is fair and reasonable.

26 E. The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the
27 proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and
28 disseminating each of them, finds and concludes that the proposed plan will provide the best notice

1 practicable under the circumstances and satisfies all requirements of federal and state laws and due
2 process. Accordingly, the Court hereby ORDERS as follows:

3 1. The form and content of the proposed Summary Notice, FAQ, Publication
4 Notice, and Claim Form are hereby approved;

5 2. Promptly following the oral or written entry (“entry”) of this Order, the
6 Parties and Settlement Administrator shall prepare final versions of the (a) Summary Notice, (b)
7 FAQ, (c) Publication Notice, and (d) Claim Form, incorporating into each of them the Fairness
8 Hearing date and deadlines set forth in Part IV of this Order.

9 3. Within 18 days after the Court’s entry of this Order, Defendant will file or
10 cause to be filed with the Court a declaration of compliance with the notice plan, including a
11 statement of the number of persons to whom the Summary Notice was mailed and emailed.

12 4. Angeion Group is hereby appointed as the Settlement Administrator, whose
13 costs of administering the Settlement are to be paid by Defendant.

14 5. The Settlement Administrator shall perform the following functions in
15 accordance with the Settlement Agreement, this Order, and subsequent orders that may be entered by
16 the Court in this case:

17 a. Send the Summary Notice by mail and email, if a valid mailing
18 address and/or email address is known, to each known, potential Settlement Class Member within 15
19 days after entry of this Order;

20 b. For notices returned by the U.S. Postal Service, forward notices that
21 are returned with a forwarding address and perform a national change of address search for those
22 returned without a forwarding address;

23 c. Create a Settlement Website that will include all necessary and
24 pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and
25 information relating to relevant deadlines;

26 d. Reserve the Publication Notice according to the proposed notice plan,
27 including through social media, within 5 days after entry of this Order;
28

- e. Complete the Publication Notice according to the proposed notice plan, including through social media, within 35 days after entry of this Order;
- f. Accept Claim Forms submitted online, by other electronic means, or by U.S. Mail;
- g. Allow Settlement Class Members to electronically submit documents supporting their Claim Form;
- h. Receive, evaluate, and decide whether to approve completed Claim Forms as satisfying the requirements of the Settlement Agreement, all in accordance with the terms of the Settlement Agreement;
- i. Provide the following to Defendant's counsel and Class Counsel no later than 30 days prior to mailing Notices of Claim Denial: (i) a list of the names and addresses of all Settlement Class Members whose Claim Forms the Settlement Administrator has determined to be Valid; and (ii) a separate list of the names and addresses of all Persons whose Claim Forms the Settlement Administrator has determined were not Valid, by category of benefit. The Parties shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer with each other should they decide to challenge any of the Valid Claims or Notices of Claim Denial;
- j. Send, by first class U.S. Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial;
- k. Process requests for exclusion from the Settlement;
- l. Process objections to the Settlement;
- m. Provide to Class Counsel and Defendant's counsel periodic status reports regarding claims; and
- n. Within 30 days after the payment of all Valid Claims by the Settlement Administrator, provide to Defendant's counsel and Class Counsel a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as

1 Valid Claims (in total and by category of benefit), and the total dollar amount paid to Settlement
2 Class Members (in total and by category of benefit), under penalty of perjury.

3 **IV. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT**

4 **A. Fairness Hearing**

5 The Court will hold the Fairness Hearing on November 22, 2019, at 10:00 a.m. PST at the
6 Robert F. Peckham Federal Building, 280 South 1st Street, Courtroom 3, San Jose, California 95113,
7 to determine whether certification of the Settlement Class, appointment of the Class Representative,
8 appointment of Class Counsel, the Settlement Agreement, and the Settlement should receive final
9 approval. At that time, the Court will also consider any request by Class Counsel for an award of
10 attorney fees and reimbursement of litigation expenses and for a Service Award to Class
11 Representative, all in accordance with the terms of the Settlement Agreement. The Parties will have
12 up to and including November 9, 2019, to file their motion for final approval of the Settlement as
13 well as any briefs in support of such motion and/or in opposition to any objections to the Settlement.

14 **B. Deadline for Requests to be Excluded from the Class**

15 Settlement Class Members who wish to be excluded from the Settlement must mail or e-mail
16 their requests for exclusion to the Settlement Administrator by first-class U.S. Mail, postmarked or
17 received no later than 60 days after the entry of this Order.

18 **C. Deadlines for Objecting to Matters to be Considered at the Fairness Hearing and**
19 **for Filing Requests to Appear at the Fairness Hearing**

20 Objections to certifying the Settlement Class, designating Plaintiff as Class Representative,
21 appointing Class Counsel, the Settlement, the Settlement Agreement, the amount of the Service
22 Award to the Class Representative, and/or the amount of attorney fees and expenses that Class
23 Counsel may apply for at the Fairness Hearing, shall be made in writing and caused to be
24 postmarked no later than 60 days after entry of this Order, and mailed to the Settlement
25 Administrator, Class Counsel, and counsel for Defendant. Class Counsel shall include all objections
26 as exhibits to its brief in support of final approval. Any papers not mailed and caused to be
27 postmarked in the prescribed manner and time will not be considered at the Fairness Hearing, and all
28 objections not made in the prescribed manner and time shall be deemed waived.

1 All persons wishing to appear at the Fairness Hearing, either in person or through counsel,
 2 for the purpose of objecting to certifying of the Settlement Class, designating Plaintiff as Class
 3 Representative for the Settlement Class, appointing Class Counsel, the Settlement, the Settlement
 4 Agreement, the Service Award to the Class Representative, and/or the amount of attorney fees and
 5 expenses that Class Counsel apply for, must file with the Court, and serve on Class Counsel and
 6 counsel for Defendant, a notice of their intention to appear setting forth the basis of their objections
 7 and summarizing the nature and source of any evidence they intend to present at the Fairness
 8 Hearing no later than 60 days after entry of this Order.

9 **D. Deadline for Submitting Claim Forms**

10 In accordance with the terms of the Settlement Agreement, Settlement Class Members who
 11 have experienced Past Freezing Events will have up to 154 days after the entry of this Order to
 12 submit a Claim Form for benefits available under the Settlement.

13 **V. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND**
 14 **COSTS, AND FOR SERVICE AWARD TO PLAINTIFF**

15 Class Counsel will move the Court for entry of a separate order approving attorney fees and
 16 reimbursement of litigation expenses to Class Counsel in an amount not to exceed \$1,850,000. Class
 17 Counsel also will move the Court to approve a Service Award to the Class Representative in the
 18 amount of \$5,000. Defendant shall pay any attorney fee, expense award, and Service Award within
 19 30 days after the Effective Date. Defendant's payment of attorney fees, expenses, and the Service
 20 Award to Class Counsel and the Class Representative shall be separate and in addition to
 21 Defendant's payment of Settlement benefits to Settlement Class Members.

22 **VI. DENIAL OF ANY WRONGFUL ACT OR OMISSION, DENIAL OF LIABILITY,**
 23 **AND ABSENCE OF ANY ADMISSION**

24 The Parties entered into the Settlement Agreement for the purpose of compromising and
 25 settling disputed claims. Defendant has at all times denied, and continues to deny, any wrongful act
 26 or omission alleged by Plaintiff in this action and denies any liability of any sort to Plaintiff or any
 27 member of the Settlement Class. Nothing contained in the Settlement Agreement, in the documents
 28 relating to the Settlement Agreement, or in this Order shall be construed, deemed, or offered as an

1 admission by any of the Parties, or by any member of the Settlement Class, for any purpose in any
2 judicial or administrative action or proceeding, whether in law or in equity. In entering this Order
3 with this provision and other limiting provisions, this Court specifically refers to and invokes the
4 Full Faith and Credit Clause of the United States Constitution and the doctrine of comity and
5 requests that any court in any other jurisdiction reviewing, construing, or applying this Order
6 implement and enforce each such limiting provision.

7 IT IS SO ORDERED.

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9 Dated: _____, 2019

10 The Honorable Beth L. Freeman
11 United States District Judge
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EXHIBIT 6

Legal Notice

If you purchased, acquired, or received as a gift a new Whirlpool-manufactured refrigerator with a bottom freezer manufactured between 2009 and 2018, you may be entitled to reimbursement for repair expenses as part of a class action settlement.

A settlement has been reached with Whirlpool Corporation ("Whirlpool" or "Defendant") in a class action lawsuit claiming that certain Whirlpool-manufactured refrigerators with bottom freezers are susceptible to freezer drain tube blockage, which may result in ice build-up on the freezer floor and, in some instances, water leaking from the freezer drawer (a "Freezing Event"). Defendant denies it did anything wrong. You can visit www.FreezerSettlement.com to see a complete list of the refrigerator models that are included in the settlement, referred to as the "Class Refrigerators."

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

WHAT DOES THE SETTLEMENT PROVIDE? The Settlement provides cash reimbursement of documented out-of-pocket expenses, up to \$150 and subject to other limits, for repair costs of repairing and/or replacing your Class Refrigerator's freezer drain tube within five years of purchase or acquisition due to a Freezing Event. To be eligible for cash reimbursement for past Freezing Events, you must submit a Claim Form, with all required documentary proof, to the Settlement Administrator online at www.FreezerSettlement.com or by mail at Corzine v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103, **no later than MONTH 00, 2020**. Class Members who do not meet the requirements in the Claim Form are not eligible for compensation. Class Members who have a Freezing Event after [INSERT NOTICE DATE] and within five years of purchase or acquisition can receive these same benefits by contacting and scheduling service through Whirlpool at 888-900-7957. Customers should call this number only if they need to schedule service for a Freezing Event after [INSERT NOTICE DATE]. For all questions regarding reimbursement, customers should call [INSERT ADMINISTRATOR'S PHONE NUMBER]. 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.

HOW TO REQUEST PAYMENT IF YOU QUALIFY. Go to www.FreezerSettlement.com and file a claim online or download, print, complete, and mail a Claim Form to the Settlement Administrator. Claim Forms also are available by calling 1-888-000-0000. For past Freezing Events, you must complete and submit a Claim Form with all required documents by **MONTH 00, 2020**. For Freezing Events after [INSERT NOTICE DATE] you must contact Whirlpool within 90 days after the Freezing Event, but also no later than five years from the date you purchased or acquired your Class Refrigerator, to report the Freezing Event and schedule a repair.

YOUR OTHER OPTIONS. If you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it. The deadline to exclude yourself is **MONTH 00, 2019**. Unless you exclude yourself, you will give up any right to sue Whirlpool for the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (*i.e.*, do not exclude yourself), you may object to the settlement or Class Counsel's fees by **MONTH 00, 2019**. More information can be found in the Frequently Asked Questions document and Settlement Agreement, which are available at www.FreezerSettlement.com.

THE COURT'S FAIRNESS HEARING. The U.S. District Court, Northern District of California, located at 280 South First Street, San Jose, California 95113, will hold a hearing in this case (*Julie Corzine v. Whirlpool*, Case No. 5:15-cv-05764-BLF) on **November 22,, 2019**, at 10:00 a.m. PST in Courtroom 3. It is at this fairness hearing that the Court will decide whether to approve: (1) the settlement; (2) Class Counsel's request for attorney fees and reimbursement of litigation expenses up to \$1,850,000; and (3) a service award of up to \$5,000 to Class Representative Julie Corzine for her participation on behalf of the Class. If approved, these fees, expenses, and awards will be paid separately by Whirlpool and will not reduce the amount of money available to Class Members. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

WANT MORE INFORMATION? Call, go to the website, or write to *Corzine v. Whirlpool Corp. Refrigerator Settlement*, Attn: Class Action Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

1-888-000-0000

www.FreezerSettlement.com

EXHIBIT 7

**You may be eligible
for a benefit as part
of a class action
settlement about
Whirlpool-
manufactured
refrigerators with
bottom freezers.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit www.FreezerSettlement.com or contact the Settlement Administrator or Class Counsel.

Do not contact the Court, Whirlpool, or any appliance retailer or dealer for information about the settlement.

Corzine v. Whirlpool Corp. Refrigerator Settlement
Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Claim#: PQ12345678

Random #:

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action against Whirlpool alleging defects in certain Whirlpool-manufactured refrigerators with bottom freezers made from 2009-2018. This notice summarizes your legal rights. You should visit www.FreezerSettlement.com to obtain more complete

information about covered models and proposed settlement and your rights. You also can write to the Settlement Administrator at the address on the reverse side, or call 1-888-000-0000, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that certain Whirlpool-manufactured refrigerators with bottom freezers can be susceptible to freezer drain tube blockage, which may result in ice build-up on the freezer floor and in some rare instances water leaking from the freezer drawer (a "Freezing Event").

What are my rights? The settlement class includes all persons who, while living in the United States, bought, acquired, or received as a gift new certain Whirlpool-manufactured refrigerators with bottom freezers manufactured between 2009 and 2018. You can visit www.FreezerSettlement.com to see a complete list of the refrigerator models that are included in the settlement. Whirlpool's records show that you may be a member of the settlement class and eligible to make a claim for cash reimbursement, up to \$150 and subject to other limits, for documented out-of-pocket expenses to repair or replace your Refrigerator's freezer drain tube due to a Freezing Event within the first five years of ownership. To claim this reimbursement benefit for Past Freezing Events, however, you must submit documentary proof of these out-of-pocket expenses. To be eligible for Past Freezing Events, you must submit a Claim Form to the Settlement Administrator online at www.FreezerSettlement.com or by mail at the address on the reverse side postmarked **no later than _____, 2020**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation. Class members who have a Future Freezing Event on or after [INSERT NOTICE DATE] and within five years of purchase can receive this same coverage for future repairs by contacting and scheduling service through Whirlpool at 888-900-7957. 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 and has agreed to expand the same special service project through December 31, 2026 for Class Refrigerator models in Group B.

How to request exclusion from the class. If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator at the address on the reverse side and cause it to be postmarked **no later than _____, 2019**, stating "Exclude me from the settlement class in *Corzine v. Whirlpool Corp. Refrigerator Settlement*," and include your name and address. If you do not exclude yourself, you will lose your right to sue Whirlpool and obtain any compensation from them other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the Settlement Administrator at the address on the reverse side, Class Counsel, and defense Counsel. Mail objections to defense Counsel at: Andrew M. Unthank, Wheeler Trigg O'Donnell LLP, 370 17th Street, Suite 4500, Denver CO 80202, and to Class Counsel at the address below. The fairness hearing will be held at the Court on November 22, 2019, at 10:00 a.m. PST. You or your attorney (if you choose to hire one) may appear at the hearing by filing a notice and entry of appearance with the Court and mailing those to Class Counsel and defense Counsel. Objections must be mailed and postmarked to the Administrator, Class Counsel, and defense Counsel **no later than _____, 2019**. Entries of appearance must be filed with the Court and served on Class Counsel and defense Counsel **no later than _____, 2019**.

Class Counsel's attorney fees and contact information. If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request an award of attorney fees and reimbursement of litigation expenses not to exceed \$1,850,000, to be paid by Whirlpool separately from and in addition to the

EXHIBIT B

Redline Comparison

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 JULIE CORZINE, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 WHIRLPOOL CORPORATION, a
16 Delaware corporation; and DOES 1
through 50, inclusive,

17 Defendants.
18

Case No: 5:15-cv-05764-BLF

**FIRST AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

19
20 This Class Action Settlement Agreement and Release (“Agreement”) is made
21 and entered into as of this ~~19th~~^{13th} day of ~~May 2018~~ August 2019, by Julie Corzine
22 (“Plaintiff”), on behalf of herself and the Settlement Class, as defined below, and
23 Defendant Whirlpool Corporation (“Whirlpool”), to settle, fully and finally, the claims
24 that have been brought in this putative class-action lawsuit, with limited exceptions
25 detailed below, on behalf of the Settlement Class against Defendant relating to certain
26 refrigerators described below.

27 1. A dispute has arisen between the Parties concerning certain Whirlpool-
28 manufactured refrigerators specifically defined in Paragraph I.J;

1 2. Plaintiff filed a putative class-action lawsuit alleging, among other
2 things, that the Class Refrigerators contain a design defect, in that components of the
3 freezer drain tubes with duckbill grommets may become clogged, blocking the flow of
4 defrosted water from the freezer, and causing water to leak from the bottom of the
5 freezer door;

6 3. The Lawsuit asserts claims for strict liability, negligence, breach of
7 express warranty, breach of implied warranty, and violations of California consumer
8 protection statutes;

9 4. Defendant denies Plaintiff's allegations, denies that it has committed or
10 engaged in any misconduct, wrongdoing, or other actionable conduct, and asserts
11 numerous defenses to the claims alleged by Plaintiff;

12 5. Defendant maintains that the Class Refrigerators are safe and reliable, not
13 prone to an excessive rate of unintended freezing events, and designed and tested to
14 include multiple built-in features to prevent the rare freezing events from causing
15 damage outside the Class Refrigerator itself;

16 6. The Parties to this Agreement, after engaging in extensive motion
17 practice, including three rounds of motion to dismiss briefing, after engaging in
18 significant discovery in this Lawsuit—including initial disclosures, written discovery,
19 the collection and analysis of hundreds of thousands of pages of documents by
20 Defendants, interviews of clients and client employees, the production of over 1,000
21 of pages of documents by both Defendants and Plaintiffs, including a set of key
22 product development and approval technical documents relating to the design and
23 testing of the freezer drain at issue, claims data, and the consultation with various
24 types of experts. After engaging in substantial settlement negotiations informed by
25 these documents, including two formal mediations with two different mediators, now
26 wish to resolve all claims, disputes, and differences among them;

27 7. Plaintiff's counsel has reviewed and analyzed the documents produced
28 by Defendant and those obtained via their own investigation; consulted with experts;

1 examined and considered the benefits to be provided to the Settlement Class Members
2 under the Settlement provided for in this Settlement Agreement; considered the laws
3 of the State of California and other states, and the claims that could be asserted under
4 those laws regarding Class Refrigerators; considered the risks, costs, and time
5 associated with prosecuting this case through one or more trials and appeals; and
6 believe the Agreement to be in the best interest of the Settlement Class Members,
7 taking into account the risks and costs of continued litigation, and the length of time
8 that would be required to complete the litigation and any appeals;

9 8. Defendant has at all times disputed, and continues to dispute, Plaintiffs' s
10 allegations in the Lawsuit and denied liability for any of the claims that have or could
11 have been raised regarding the Class Refrigerators by Plaintiff or Settlement Class
12 Members, but believes that the comprehensive resolution of the issues in this Lawsuit
13 as provided in this Agreement will avoid the substantial costs and disruptions of
14 continued litigation, is in the best interest of the Settlement Class, is in the best
15 interests of Whirlpool, its employees, and its trade partners, and is the most effective
16 and least costly resolution of the Lawsuit;

17 9. The Parties understand, acknowledge, and agree that this Agreement
18 constitutes the compromise of disputed claims and that it is their mutual desire and
19 intention that the Action be settled and dismissed, on the merits and with prejudice,
20 and that the Released Claims be finally and fully settled and dismissed, subject to and
21 according to the below terms and conditions.

22 NOW, THEREFORE, the Parties agree and covenant as follows:

23 **I. DEFINITIONS**

24 As used in this Agreement, the following definitions shall apply:

25 A. "Action" or "Lawsuit" means the putative class-action lawsuit pending,
26 as of the date of this Agreement, in the United States District Court for
27 the Northern District of California, Case No. 5:15-cv-05764-BLF,
28 entitled *Corzine v. Whirlpool Corp. et al.*

- 1 B. “Administration and Notice Expenses” means reasonable fees and
2 expenses incurred for the (1) preparation, mailing, and emailing of the
3 Summary Notice and FAQ, (2) costs of Publication Notice, (3) receipt
4 and adjudication of claims submitted by Settlement Class Members for
5 compensation under this Settlement, including the costs of administering
6 a Settlement Website for the review of the Settlement Notice and
7 submission of claims, (4) receipt and processing of Objections to the
8 Settlement and Opt-Out Forms submitted by Settlement Class Members
9 who wish to exclude themselves from the Class, (5) preparation of status
10 reports to the Parties and the Court, (6) preparation of tax returns for any
11 Settlement bank accounts, (7) distribution of Settlement payments or
12 other benefits to Settlement Class Members who timely submit Valid
13 Claims, and (8) other costs of notice and administration of the Settlement
14 that may be mutually-agreed upon by Whirlpool and Class Counsel.
- 15 C. “Agreement” or “Settlement Agreement” means this Class Action
16 Settlement Agreement and Release, the exhibits attached hereto, and any
17 agreed-upon amendments thereto.
- 18 D. “Attorney Fees and Expenses” means the amount of any attorneys’ fees
19 and reimbursement of litigation expenses awarded to Class Counsel
20 pursuant to their Fee Petition.
- 21 E. “Claim Form” means the proposed form attached hereto as Exhibit 1, to
22 be approved by the Court and to be submitted to the Settlement
23 Administrator by Settlement Class Members who wish to make a claim.
- 24 F. “Claims Dispute Materials” means the materials relevant to a disputed
25 claim for benefits under this Agreement, including any Deficiency Notice
26 to a claimant and any supporting documents provided by a claimant in
27 support of a claim.
- 28

G. “Class Counsel” or “Plaintiff’s Counsel” means ~~Kenneth S. Kasdan and~~ Graham B. LippSmith and Jaclyn Anderson of Kasdan LippSmith Weber Turner LLP.

H. “Class Member” or “Settlement Class Member” means all Persons who are members of the Settlement Class and do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

J. “Class Refrigerator” means all Whirlpool-manufactured refrigerators with bottom freezers ~~manufactured between 2009 and 2013~~ with a model number identified on Exhibit 2, which will be published on the Settlement Website.

K. “Class Representative” or “Plaintiff” means Julie Corzine.

L. “Court” means the United States District Court for the Northern District of California.

M. “Defendant” means Whirlpool Corporation.

N. “Duckbill Part” means Whirlpool Part No. 836602, W10309238, W10316650, W1059112 or W10854533, which are commonly referred to as duckbills or drain tube extensions.

~~N.O.~~ “Effective Date” means the first date that is three business days after all of the following have occurred: (i) the Court has entered an order granting final approval of the Settlement Agreement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this paragraph, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s

1 attorney fees and reimbursement of expenses or the Service Award to the
2 Class Representative.

3 ~~O.P.~~ “Fairness Hearing” means the final hearing, to be held after notice has
4 been provided to the Settlement Class in accordance with this
5 Agreement, (1) to determine whether to grant final approval to (a) the
6 certification of the Settlement Class, (b) the designation of Plaintiff as the
7 Class Representative, (c) the designation of Class Counsel as counsel for
8 the Settlement Class, and (d) the Settlement; (2) to consider whether to
9 enter the Final Approval Order; and (3) to rule on Class Counsel’s
10 request for an award of attorney fees and reimbursement of costs and for
11 the Service Award to the Class Representative.

12 ~~P.Q.~~ “FAQ” means the long-form notice to the Settlement Class in the form of
13 Frequently Asked Questions and Answers attached hereto as Exhibit 3, to
14 be approved by the Court and posted on the Settlement Website in
15 accordance with this Agreement. In addition, the FAQ will be mailed to
16 Settlement Class Members who contact the Settlement Administrator by
17 telephone or email and request a Claim Form in hard copy.

18 ~~Q.R.~~ “Fee Petition” means the application to be filed by Class Counsel by
19 which they will seek an award of attorney fees and reimbursement of
20 litigation expenses incurred by them in prosecuting the Lawsuit, as well
21 as a Service Award to be paid to Plaintiff.

22 ~~R.S.~~ “Final Approval Order” means the proposed Order Granting Final
23 Approval to the Settlement, to be entered by the Court with the terms and
24 substantially in the form of Exhibit 4 attached to this Agreement.

25 ~~S.T.~~ “Freezing Event” means the buildup of ice due to a freezer drain
26 obstruction on the floor of a Class Refrigerator’s freezer within five years
27 of purchase, which may have resulted in the leakage of water from the
28 bottom of the freezer door.

~~T.U.~~ “Notice Date” means the date on which the Settlement Administrator completes the initial mailing of Summary Notices to Class Members.

~~U.V.~~ “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.

~~V.W.~~ “Opt-Out” means a request for exclusion by the deadline for submitting a request for exclusion contained in the FAQ, Summary Notice, and Publication Notice submitted by a Class Member.

~~W.X.~~ “Paid Qualifying Repair” means a Qualifying Repair for which the Class Member paid some amount out of pocket, *e.g.*, for parts or labor, or both.

~~X.Y.~~ “Parties” means Plaintiff and Defendant, collectively.

~~Y.Z.~~ “Past Freezing Event Claims Deadline” means 154 days after the Court enters the Preliminary Approval Order and applies only to Class Members who experience Freezing Events that occurred before the Notice Date.

~~Z.AA.~~ “Person” means any natural person.

~~AA.BB.~~ “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with the terms and substantially in the form of Exhibit 5 attached to this Agreement.

~~BB.CC.~~ “P-Trap Part” means Whirlpool Part No. W10619951, [W11190084](#), or [W11116258](#), which are commonly referred to as a p-traps or p-trap kits~~drain tube~~.

~~CC.DD.~~ “Publication Notice” means the proposed notice, with the terms and form of Exhibit 6 attached to this Agreement, to be approved by the

1 Court and to be published in accordance with the notice plan set forth in
2 Section V of this Agreement.

3 ~~DD.EE.~~ “Qualifying Repair” means, within 5 years after purchase, a repair
4 of a Class Refrigerator by a Service Technician necessitated by a
5 Freezing Event, including the replacement of a Duckbill Part with
6 another Duckbill Part or with a P-Trap Part, ~~and consisting of the~~
7 ~~replacement of a duckbill drain tube with the installation of a P-Trap Part~~
8 by a Service Technician.

9 ~~EE.FF.~~ “Released Claims,” as to Plaintiff and all Settlement Class
10 Members means all claims released pursuant to the release and waiver set
11 forth in Section IX of this Agreement.

12 ~~FF.GG.~~ “Releasees” means (a) Defendant, together with its predecessors
13 and successors in interest, parents, subsidiaries, affiliates, and assigns; (b)
14 each of Defendant’s past, present, and future officers, directors, agents,
15 representatives, servants, employees, attorneys, and insurers; and (c) all
16 distributors, retailers, suppliers, and other entities who were or are in the
17 chain of design, testing, manufacture, assembly, distribution, marketing,
18 sale, installation, or servicing of the Class Refrigerators.

19 ~~GG.HH.~~ “Service Award” means a reasonable payment, subject to Court
20 approval, made to a Plaintiff as compensation for her efforts in pursuing
21 this Action.

22 ~~HH.II.~~ “Service Technician” means a Sears-Authorized, Whirlpool-
23 Authorized, other manufacturer-authorized, or other factory service
24 technician.

25 ~~II.JJ.~~ “Settlement” means the settlement provided for in this Agreement.

26 ~~JJ.KK.~~ “Settlement Administrator” means Angeion Group, LLC.

27 ~~KK.LL.~~ “Settlement Class” means all persons in the United States and its
28 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 as a gift, from a donor meeting those requirements, a new Class Refrigerator not used by the donor or by anyone else after the donor purchased the Class Refrigerator and before the donor gave the Class Refrigerator to the Settlement Class Member. Excluded from the Settlement Class are (a) officers, directors, and employees of Whirlpool or its parents or subsidiaries, (b) insurers of Settlement Class Members, (c) subrogees or all entities claiming to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Settlement Class Member, (d) issuers or providers of extended warranties or service contracts for Class Refrigerators, and (e) any judicial officer for the Action.

~~LL~~.MM. “Settlement Class Member” or “Class Member” means all Persons who are members of the Settlement Class and do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

~~MM~~.NN. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice, the making of claims, and for other administration of the Settlement, as detailed in Section V of this Agreement.

~~NN~~.OO. “Summary Notice” means the proposed postcard and email notice attached hereto as Exhibit 7, to be approved by the Court and to be mailed by the Settlement Administrator to each address of record in Whirlpool’s databases (after being run through the NCOA database), and emailed to Settlement Class Members for whom valid email addresses are known to Whirlpool.

~~OO~~.PP. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this

Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant's knowledge and recollection, and (iii) contains all of the information and documentation required for that Settlement Class Member to be eligible to receive one or more of the benefits provided in this Agreement.

~~PP.QQ.~~ "Whirlpool" means Whirlpool Corporation and its consolidated subsidiaries, including their successors, predecessors, assigns, affiliates, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys, and employees.

II. CONDITIONAL CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS

For purposes of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the nationwide Settlement Class. If, for any reason, this Agreement should fail to become effective, Defendant's stipulation to certification of the nationwide Settlement Class shall be null and void, and the Parties shall return to their prior positions in the Lawsuit.

III. REQUIRED EVENTS

A. As soon as practicable after the execution of this Agreement, the Parties shall file in the Lawsuit this Agreement and a joint motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:

1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
2. Conditionally certify the Settlement Class as a nationwide class for purposes of effecting the Settlement;
3. Designate Plaintiff as the representative of the Settlement Class;
4. Designate Class Counsel as counsel for the Settlement Class;

- 1 5. Designate Angeion Group, LLC as the Settlement Administrator
2 and instruct the Settlement Administrator to perform the following
3 functions in accordance with the terms of this Agreement, the
4 Preliminary Approval Order, and the Final Approval Order;
- 5 a. Disseminate the Summary Notice;
- 6 b. Establish the Settlement Website with the Publication
7 Notice, Settlement Notice, and Summary Notice, Settlement
8 Agreement, FAQ, and other information that the Parties
9 jointly agree to post concerning the nature of the case and
10 the status of the Settlement, including the operative
11 Complaint, Preliminary Approval Order, and other relevant
12 orders of the Court concerning the Settlement;
- 13 c. Receive, evaluate, and either approve completed Claim
14 Forms sent by Persons seeking to receive compensation as
15 meeting the requirements of the Agreement or disapprove as
16 failing to meet those requirements;
- 17 d. Thirty days before mailing Notices of Claim Denial, provide
18 to Whirlpool and Class Counsel (i) a list of the names and
19 addresses of all Settlement Class Members who have
20 submitted Claim Forms and whose Claim Forms the
21 Settlement Administrator has determined to be Valid
22 Claims; and (ii) a separate list of the names and addresses of
23 all Persons who have submitted Claim Forms and whose
24 Claim Forms the Settlement Administrator has determined
25 not to be Valid Claims, by category of benefit. The Parties
26 shall then have an opportunity to review the Valid Claims
27 and the Notices of Claim Denial and request a meet and
28

confer with each other should they decide to challenge any of the Valid Claims or Notices of Claim Denial.

- e. Send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim a Notice of Claim Denial.
 - f. Process requests for exclusion from the Settlement;
 - g. Process objections to the Class Settlement;
 - h. Within 30 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Whirlpool and Class Counsel, under penalty of perjury, a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Class Members (in total and by category of benefit).
6. Approve the form, contents, and methods of notice to be given to the Settlement Class and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
 7. Establish procedures and schedule deadlines for Settlement Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement.
 8. Schedule the Fairness Hearing; and

1 9. Schedule deadlines for the filing of (a) papers in support of final
2 approval of the certification of the Settlement Class, (b) the
3 appointment of Class Counsel as counsel for the Settlement Class,
4 and the Settlement, and (c) Class Counsel's Fee Petition.

5 B. At the Fairness hearing the Parties will jointly request the Court to enter a
6 Final Approval Order that (1) certifies the Settlement Class, designates
7 Plaintiff as the representative of the Settlement Class, and designates
8 Class Counsel as counsel for the Settlement Class; (2) grants final
9 approval of the Settlement and this Agreement as fair, reasonable, and
10 adequate to the Settlement Class; (3) provides for the release of all
11 Released Claims and enjoins Settlement Class Members from asserting,
12 filing, maintaining, or prosecuting any of the Released Claims in the
13 future; (4) enters a final judgment that incorporates the terms of this
14 Agreement as set forth in the attached proposed order and judgment and
15 that incorporates the releases and covenant not to sue stated in this
16 Agreement, with each of the Parties to bear its, his, or her own costs and
17 attorney fees, except as provided in Section VIII, below; (5) authorizes
18 the payment by Whirlpool of Valid Claims approved by the Settlement
19 Administrator as Valid Claims, and otherwise reviewed by Class Counsel
20 and Counsel for Whirlpool and determined to be Valid Claims, in
21 accordance with the terms of the Agreement; and (6) preserves the
22 Court's continuing jurisdiction over the administration of the Settlement
23 and enforcement of this Agreement. In addition, Class Counsel will move
24 the Court for entry of a separate order approving the following: (1) a
25 Service Award to Plaintiff as described in this Agreement, and (2)
26 Attorney Fees and Expenses to Class Counsel in an amount to be
27 determined by the Court consistent with the terms of this Agreement.

28 C. Plaintiff, Class Counsel, and Defendant will cooperate and take all

reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Plaintiff, Class Counsel, and Defendant will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order and Final Approval Order, the Parties will return to their positions in the Lawsuit as they were immediately before the execution of the Settlement Agreement.

IV. SETTLEMENT BENEFITS

A. Whirlpool Special Project Concerning Freezing Events

1. ~~Through December 31, 2021,~~ Whirlpool shall ~~keep in place and not alter~~expand its Special Project concerning Freezing Events to include the full list of models on Exhibit 2. For models listed in Group A of Exhibit 2, manufactured between 2009 and 2013, Whirlpool shall keep in place and not alter its Special Project concerning Freezing Events through December 31, 2021. For models listed in Group B of Exhibit 2, manufactured between 2012 and 2018, Whirlpool shall keep in place and not alter its Special Project concerning Freezing Events through December 31, 2026.

The Special Project provides a free replacement P-Trap Part, but does not cover the cost of labor, for Settlement Class Members who experience a Freezing Event as reported to Whirlpool by a Service Technician.

B. Reimbursement for Past Freezing Events

1. As set forth more fully below, to qualify for any compensation described in this section IV.B, a claimant must timely submit to the Settlement Administrator a properly completed Claim Form proving: (a) that the claimant is a Settlement Class Member; (b)

1 that the claimant experienced a Freezing Event; (c) that the
2 claimant received a Qualifying Repair before the Notice Date; (d)
3 that the claimant's Qualifying Repair was a Paid Qualifying
4 Repair; and (e) the date of purchase of the Class Refrigerator.

5 a. A Claimant must prove membership in the Settlement Class
6 through the provision of a valid Class Refrigerator model
7 and serial number combination on the claimant's Claim
8 Form. The mailed and emailed Summary Notice will include
9 a pre-printed unique claim identification number for each
10 Settlement Class Member that the Settlement Class Member
11 will enter into the online Claim Form (or print on the hard-
12 copy Claim Form, if the Settlement Class Member requests
13 a hard-copy Claim Form by mail). If the Claimant does not
14 provide a valid Class Refrigerator model and serial number
15 combination proving that the claimant is a member of the
16 Settlement Class, the claimant will not be entitled to
17 compensation.

18 b. A claimant must prove a Freezing Event through the
19 submission of sufficient documentary proof, if available.
20 Sufficient documentary proof of a Freezing Event includes,
21 but is not limited to, service tickets, service estimates, and
22 service receipts. If no such documentary proof is available,
23 then the claimant shall provide a declaration in the Claim
24 Form, under oath, that the claimant experienced a Freezing
25 Event. If the claimant does not provide documentary proof
26 or the required declaration, the claimant will not be entitled
27 to compensation.
28

1 c. A claimant must prove a Qualifying Repair through the
2 submission of sufficient documentary proof, if available.
3 Sufficient documentary proof of a Qualifying Repair
4 includes, but is not limited to, service tickets, service
5 receipts, copies of checks, and entries from credit card
6 statements. If no such documentary proof is available, then
7 the Settlement Administrator will analyze Whirlpool's
8 warranty claims database to attempt to determine whether
9 the claimant received a Qualifying Repair (e.g., if a [Duckbill](#)
10 [Part or P-Trap Part](#) was provided or cost for a replacement
11 P-Trap Part was reimbursed). If the documentary proof and
12 Whirlpool's warranty claims database are insufficient to
13 demonstrate that a Qualifying Repair occurred, including
14 that the Qualifying Repair occurred within five (5) years of
15 purchase, the claimant will not be entitled to any
16 compensation.

17 d. A claimant must prove a Paid Qualifying Repair through the
18 submission of sufficient documentary proof. Sufficient
19 documentary proof of a Paid Qualifying Repair must
20 establish the fact and amount of out-of-pocket costs incurred
21 for a Qualifying Repair and that the claimant actually paid
22 out of pocket any amounts shown on the documentary proof,
23 and includes but is not limited to, service receipts, service
24 tickets, copies of checks, and entries from credit card
25 statements. Repair estimates or other documents that do not
26 demonstrate on their face that a claimant actually paid out of
27 pocket any amounts shown are insufficient proof of Paid
28 Qualifying Repairs.

1 e. A claimant must prove the date of purchase of the claimant's
2 Class Refrigerator through the submission of sufficient
3 documentary proof, if available. Sufficient documentary
4 proof of date of purchase includes, but is not limited to,
5 purchase receipts, credit card statements, and warranty
6 registrations. If no such documentary proof is available, then
7 the claimant shall provide a declaration in the Claim Form,
8 under oath, that the claimant cannot locate sufficient
9 documentary proof. If such a declaration is provided, the
10 Settlement Administrator will then search Whirlpool's
11 product registration database to attempt to determine the
12 date of purchase. If the claimant does not provide sufficient
13 documentary proof and Whirlpool's product registration
14 database does not expressly identify the date of purchase,
15 the claimant will not be entitled to any compensation.

16 2. Settlement Class Members who meet and satisfy the requirements
17 of Section IV.B.1, above, will be entitled to reimbursement, up to a
18 maximum of \$150, of the actual amount of the claimant's Paid
19 Qualifying Repair that is established by the claimant's sufficient
20 documentary proof, as follows:

- 21 a. For Paid Qualifying Repairs in years one through three after
22 purchase, one hundred percent (100%) of parts and labor;
23 b. For Paid Qualifying Repairs in year four after purchase, one
24 hundred percent (100%) of parts and sixty-five percent
25 (65%) of labor; and
26 c. For Paid Qualifying Repairs in year five after purchase, one
27 hundred percent (100%) of parts and fifty percent (50%) of
28 labor.

- 1 3. No Settlement Class Member who received from Whirlpool either
2 a full refund of the purchase price paid for the Class Refrigerator
3 or a free exchange of the Class Refrigerator for a new refrigerator
4 of any model will be entitled to any payment or other
5 compensation, unless the Settlement Class Member incurred a Paid
6 Qualifying Repair in either the original or new Class Refrigerator.
- 7 4. If the claimant previously received from Whirlpool any form of
8 compensation for a Freezing Event with the claimant's Class
9 Refrigerator (e.g., a policy-adjust cash payment, a partial refund, a
10 discount off the regular price of a new refrigerator, a coupon
11 applicable to the purchase of a new refrigerator that was
12 redeemed), any compensation to which the claimant would
13 otherwise be entitled under this section shall be reduced as follows:
14 (a) for any policy-adjust cash payment, cash refund, or other cash
15 payment, the amount of that payment; (b) for any specified dollar-
16 discount off the price of any new refrigerator, the specified dollar
17 amount; (c) For any specified percentage-discount off the price of
18 any new refrigerator, the dollar amount determined by applying
19 that percentage to the regular, then-prevailing price of that product;
20 and (d) for any coupon redeemed for the purchase of a new
21 refrigerator, the dollar amount specified on the face of the coupon
22 redeemed. Claimants who did not receive any such compensation
23 will be required to check an eligibility box on their Claim Form
24 attesting that they did not receive any of these customer-
25 satisfaction benefits from Whirlpool relating to a Freezing Event in
26 their Class Refrigerator.
- 27 5. Deadline to Submit a Claim Form for Reimbursement for a Past
28 Freezing Event: Settlement Class members will have up to 154

1 days after the Court enters the Preliminary Approval Order to
2 submit a Claim Form for a settlement payment for a Freezing
3 Event that occurred before the Notice Date. The Claims Deadline
4 is a material term of the Settlement, without which Defendant
5 would not have entered into this Agreement.

- 6 6. The Settlement Administrator shall not review, analyze, consult, or
7 in any way utilize Whirlpool's claims databases, product
8 registration databases, or service records to aid Settlement Class
9 Members in establishing otherwise deficient claims, other than as
10 expressly permitted in Sections IV.B.1.c, ~~IV.B.1.d,~~ and IV.B.1.e
11 of this Agreement.

12 **C. Compensation for Future Freezing Events**

- 13 1. Settlement Class Members who experience a Freezing Event on or
14 after the Notice Date shall be entitled to the same benefits
15 available to Settlement Class Members who experience a Freezing
16 Event before the Notice Date, subject to the following additional
17 limitations.
- 18 a. The FAQ, Publication Notice, Settlement Notice, and
19 Summary Notice will direct Settlement Class Members who
20 experience a Freezing Event on or after the Notice Date to
21 contact Whirlpool through a dedicated toll-free telephone
22 number, no later than ninety (90) days after the claimant first
23 experiences a Freezing Event, to report a Freezing Event and
24 request repair service. To be eligible for compensation under
25 this Section IV.C, Settlement Class Members must initiate
26 service by contacting Whirlpool at the dedicated toll-free
27 number. Service initiated in any other manner, through
28 third-party servicers, for example, shall not be eligible for

1 compensation. Settlement Class Members who first contact
2 Whirlpool more than ninety (90) days after experiencing a
3 Freezing Event will not be entitled to compensation under
4 this Section IV.C. This deadline is a material term, without
5 which Whirlpool would not have entered into this
6 Agreement.

- 7 b. To qualify for compensation under this Section IV.C, a
8 claimant must provide to Whirlpool: (a) a valid Class
9 Refrigerator model and serial number combination
10 demonstrating that the claimant is a Settlement Class
11 Member because that person meets the definition of
12 Settlement Class Member in this Agreement, and (b)
13 sufficient documentary proof of the date of purchase of the
14 claimant's Class Refrigerator. Sufficient documentary proof
15 of the date of purchase includes, but is not limited to,
16 purchase receipts, entries from credit card statements, and
17 warranty registrations. If no such documentary proof is
18 available, then the claimant shall provide a declaration in the
19 Claim Form, under oath, that the claimant cannot locate
20 sufficient documentary proof. If such a declaration is
21 provided, the Settlement Administrator will then search
22 Whirlpool's product registration database to attempt to
23 determine the date of purchase. If the claimant does not
24 provide sufficient documentary proof and Whirlpool's
25 product registration database does not expressly identify the
26 date of purchase, a Settlement Class Member's
27 compensation will be limited to the benefit provided in
28 Section IV.A of this Agreement.

1 c. For Settlement Class Members who meet and satisfy the
2 above requirements of this Section IV.C, Whirlpool shall
3 schedule service with a Service Technician and shall pay on
4 behalf of the Settlement Class Member parts and labor costs
5 to repair the Freezing Event to the same extent as set forth in
6 Section IV.B.2, above. Provided, however, that Whirlpool
7 will not pay such parts and labor costs unless the Service
8 Technician confirms the Settlement Class Member
9 experienced a Freezing Event by noting that information in
10 the service notes section of Whirlpool's Service Bench
11 database. Whirlpool will update its Technical Service
12 Pointer relating to the P-Trap part to provide this direction to
13 Service Technicians.

14 **V. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES**

15 A. All notice, publication and claims administration activities shall be
16 carried out exclusively by the Settlement Administrator, except for the
17 processing of claims made by Settlement Class Members to Whirlpool
18 under Section IV.C of this Agreement.

19 1. The Settlement Administrator shall process all claims made by
20 Settlement Class Members who experience a Freezing Event
21 before the Notice Date, including the evaluation of the
22 documentary proof submitted by such Settlement Class Members
23 to substantiate a Paid Qualifying Repair subject to reimbursement
24 under this Agreement.

25 2. Whirlpool shall process all claims made pursuant to Section IV.C
26 of this Agreement by Settlement Class Members who experience a
27 Freezing Event on or after the Notice Date. Whirlpool shall
28 establish a dedicated toll-free telephone number for such

1 Settlement Class Members to contact Whirlpool to schedule
2 service for any future Freezing Event and to pay on behalf of such
3 claimants repair parts and labor costs consistent with the terms of
4 this Agreement. Whirlpool and Class Counsel shall establish
5 reasonable claims-processing procedures and Whirlpool shall train
6 its Care Experts regarding the administration of the benefits
7 available to such claimants pursuant to this Agreement. The
8 dedicated toll-free telephone number shall be set forth in the FAQ,
9 Summary Notice, and Publication Notice along with instructions
10 on how such claimants may contact Whirlpool to receive the
11 benefits provide for in this Agreement.

12 B. Whirlpool agrees to pay for reasonable Administration and Notice
13 Expenses. Whirlpool shall not be responsible for any cost that may be
14 incurred by Plaintiff or Class Counsel in (a) responding to inquiries about
15 the Agreement, the Settlement, or the Lawsuit; (b) defending the
16 Agreement or the Settlement against any challenge to it; or (c) defending
17 against any challenge to any order or judgment entered pursuant to the
18 Agreement, unless otherwise specifically agreed, except for the costs
19 incurred by the Settlement Administrator to prepare declarations,
20 affidavits, or status reports at the request of the Parties or the Court for
21 the purpose of obtaining preliminary or final approval of the Settlement
22 or for staying informed of developments in the Settlement. Whirlpool
23 shall be required to pay the reasonable costs, if any, billed by the
24 Settlement Administrator with respect to work performed by the
25 Settlement Administrator to provide information to the Court regarding
26 the notice and settlement administration process related to challenges or
27 objections to the Agreement or the Settlement.
28

1 C. Whirlpool agrees to pay the reasonable costs for services provided by a
2 Special Master to be selected and appointed by the parties to resolve
3 certain disputes, if any, over Settlement Class Member claims
4 determinations. Whirlpool will pay only those costs of the Special Master
5 that are incurred in performing the specific functions identified in Section
6 V.D of this Agreement.

7 D. Before denying any claim on the basis of insufficient documentary proof,
8 the Settlement Administrator, for claims under Section IV.B of this
9 Agreement, or Whirlpool, for claims made under Section IV.C of this
10 Agreement, shall send a written notice of deficiency to the Settlement
11 Class Member indicating the reasons why the claim may be denied and
12 giving the Settlement Class Member no more than 30 days to cure the
13 deficiency. Upon request, the Settlement Administrator shall provide
14 counsel for the Parties the Claims Dispute Materials. If any Settlement
15 Class Member or Plaintiff's counsel disputes the Settlement
16 Administrator's or Whirlpool's denial of a claim, the Settlement Class
17 Member or Plaintiff's counsel may request in writing for the Special
18 Master to review and make a final determination on the claim. Once
19 Special Master review is requested, the Settlement Administrator or
20 Whirlpool shall provide the Special Master with the Claims Dispute
21 Materials. The parties will have up to fourteen (14) days from the Special
22 Master's receipt of the Claims Dispute Materials to submit writings of no
23 more than three (3) pages per claim to the Special Master detailing their
24 respective positions. The Special Master will expeditiously make the
25 final, binding determination on all claims disputes. To the extent the
26 Special Master's determination of a claim dispute requires interpretation
27 of the Term Sheet or this Agreement, Plaintiff and Defendant reserve the
28

1 right to appeal that interpretation to the Court, which shall retain
2 jurisdiction to enforce the settlement.

3 E. The Parties agree that Angeion Group, LLC will serve as the Settlement
4 Administrator, subject to the Court's approval.

5 F. All decisions regarding notice and settlement administration shall be
6 made jointly between Defendant and Class Counsel. Class Counsel and
7 counsel for Defendant shall have the ability to communicate with the
8 Settlement Administrator without the need to include each other in each
9 of those communications.

10 G. The Settlement Administrator will mail the Summary Notice to each
11 member of the Settlement Class for whom an address can be found in
12 Whirlpool's databases, including but not limited to its product
13 registration and warranty databases for the Class Refrigerators, and also
14 provide email notice to all members of the Settlement Class for whom
15 valid email addresses are known to Whirlpool. The Settlement
16 Administrator will perform a national change of address search and
17 forward notice packages that are returned by the U.S. Postal Service with
18 a forwarding address. The Settlement Administrator also will provide
19 Publication Notice to the Settlement Class using appropriate media
20 outlets, and all media notices shall be approved by Whirlpool and Class
21 Counsel before the notices are published. The Settlement Administrator
22 will mail a copy of the Claim Form to Settlement Class Members who
23 request a hardcopy form.

24 H. The Settlement Administrator will create a Settlement Website that will
25 include all necessary and pertinent information for Settlement Class
26 Members, including the Claim Form, the FAQ, and information relating
27 to relevant deadlines. The Settlement Website will also permit Settlement
28 Class Members to submit claims online, including uploading any

1 necessary documentation. The Settlement Website will also include
2 information that the Parties jointly agree to post concerning the nature of
3 the case and the status of the Settlement.

4 I. The Settlement Administrator will provide to Class Counsel and
5 Whirlpool periodic status reports regarding claims.

6 J. The Parties agree that the FAQ, Publication Notice, Settlement Notice,
7 Summary Notice, Claim Form, and Settlement Website provide
8 information sufficient to inform Settlement Class Members of the
9 essential terms of this Agreement, appropriate means for obtaining
10 additional information regarding the Agreement and the Lawsuit,
11 appropriate information about the procedure for challenging or excluding
12 themselves from the Settlement, if they should wish to do so, and
13 appropriate means for and information about submitting a claim for
14 compensation pursuant to the Settlement. The Parties also agree that the
15 dissemination of notice of the Settlement in the manner specified in this
16 Agreement and on the Settlement Website satisfies the notice
17 requirements of due process and Rule 23 of the Federal Rules of Civil
18 Procedure.

19 K. The Parties will jointly request the Court to approve, in the Preliminary
20 Approval Order, the method of notice described in this Agreement.

21 L. As soon as practicable, but no later than ten (10) days after the Parties
22 file this Agreement with the Court, Whirlpool shall comply with the
23 notice provisions of the Class Action Fairness Act, 28 U.S.C. section
24 1715.

25 M. Within eighteen (18) ~~sixty-three (63)~~ days after the Court's entry of the
26 Preliminary Approval Order, the Settlement Administrator will file with
27 the Court a declaration of compliance with this plan of notice, including a
28

statement of the number of persons to whom the Summary Notice was mailed and emailed.

VI. PROCEDURES FOR SETTLEMENT APPROVAL

A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final judgment of the Lawsuit that incorporates the terms of this Agreement as set forth in the attached proposed order and judgment.

B. Preliminary Approval

1. As soon as practicable, the Parties shall jointly move the Court for preliminary approval of the Settlement; for authorization to publish the Publication Notice and to disseminate the Settlement Notice and Summary Notice contemplated by this Agreement to all members of the Settlement Class; and for a stay of all proceedings in the Lawsuit, except in connection with this Agreement as set forth herein (the "Motion"). The Motion shall include the proposed Preliminary Approval Order, proposed Final Approval Order and Judgment, proposed forms of the Publication Notice, Settlement Notice, Summary Notice, and Claim Form, and the methods and proposed dates of their dissemination to the Settlement Class, and the proposed schedule through final approval of the Agreement.

2. The deadlines established in the proposed Preliminary Approval Order are as follows:

a. ~~Forty nine (49)~~Fifteen (15) days after entry of the Preliminary Approval Order: The Settlement Administrator shall mail and email the Summary Notice and publish the Publication Notice.

- b. ~~Sixty three (63)~~Eighteen (18) days after entry of the Preliminary Approval Order: The Settlement Administrator shall file with the Court a declaration of compliance with the notice requirements.
- c. ~~Seventy seven (77)~~Fourteen (14) days after entry of the Preliminary Approval Order: Class Counsel shall file their Fee Petition.
- d. Sixty (60) ~~Ninety one (91)~~ days after entry of the Preliminary Approval Order: Any objectors shall file-mail and have postmarked objections, together with all supporting memoranda and other material, to the Settlement Administrator, Class Counsel, and counsel for Defendant with the Court and serve that filing on Class Counsel and counsel for Defendant. The Settlement Administrator shall maintain the physical envelopes bearing the postmarks on any mailed objections. Class Counsel shall file any objections as exhibits to its brief in support of Final Approval in advance of the final fairness hearing.
- e. ~~Ninety one (91)~~Sixty (60) days after entry of the Preliminary Approval Order: Any Person or attorney seeking to appear at the Fairness Hearing must file with the Court and serve on Class Counsel and Defendant an entry of appearance in the Lawsuit and notice of intention to appear at the Fairness Hearing. This includes any person objecting to any or all of the certification of the Settlement Class, designation of Plaintiff as Class Representative, appointment of Class Counsel, the Settlement, the Agreement, or Class Counsel's Fee Application.

- 1 f. ~~Ninety-one (91)~~Sixty (60) days after entry of the
2 Preliminary Approval Order: Requests by Class Members to
3 be excluded from the Settlement must be either postmarked
4 by the U.S. Postal Service (in the case of mailed exclusions)
5 or actually received by the Settlement Administrator (in the
6 case of electronically submitted exclusions).
- 7 g. ~~One hundred five (105)~~Seventy-seven (77) days after entry
8 of the Preliminary Approval Order: The Settlement
9 Administrator must file a list of all exclusions with the
10 Court.
- 11 h. Seventy-eight (78) ~~One hundred twelve (112)~~ days after
12 entry of the Preliminary Approval Order: Class Counsel
13 shall file the proposed Final Approval Order and
14 memorandum in support of Final Approval and Fee Petition.
15 Defendant may separately file a memorandum in support of
16 Final Approval by this deadline.
- 17 i. Ninety-one (91) ~~One hundred twenty six (126)~~ days after
18 entry of the Preliminary Approval Order: the Court, at its
19 convenience, will hold the Fairness Hearing.
- 20 j. One-hundred-fifty-four (154) days after entry of the
21 Preliminary Approval Order: Claims Deadline: All claims
22 by Class Members to the Settlement Administrator for
23 benefits under Section IV.B of this Agreement shall be
24 postmarked by the U.S. Postal Service (in the case of mailed
25 Claim Forms) or received (in the case of electronic Claim
26 Forms). Claims received after this date shall not be Valid
27 Claims. The Claims Deadline is a material term of the
28

1 Settlement, without which Defendant would not have
2 entered into this Agreement.

3 **C. Final Approval**

- 4 1. At the Fairness Hearing, the Parties will jointly request the Court
5 to enter the Final Approval Order, which (1) grants final approval
6 of the certification of the Settlement Class, designation of the Class
7 Representative, and designation of Class Counsel, all as
8 conditionally approved in the Preliminary Approval Order; (2)
9 grants final approval to the Settlement and this Agreement as fair,
10 reasonable, and adequate to the Settlement Class; (3) provides for
11 the release of all Released Claims and enjoins Settlement Class
12 Members from asserting, filing, maintaining, or prosecuting any of
13 the Released Claims in the future; (4) enters a final judgment that
14 incorporates the terms of this Agreement as set forth in the
15 attached proposed order and judgment.; (5) authorizes the payment
16 by Whirlpool of claims approved by the Settlement Administrator
17 as Valid Claims in accordance with the terms of the Agreement;
18 and (6) preserves the Court's continuing jurisdiction over the
19 administration of the Settlement and enforcement of the
20 Agreement.
- 21 2. In addition, Class Counsel will move the Court for entry of a
22 separate order approving: (1) Service Awards as set forth herein;
23 and (2) attorney fees and costs to Class Counsel consistent with
24 this Agreement.

25 **VII. REQUESTS FOR EXCLUSION**

- 26 A. Any member of the Settlement Class shall have the right to opt out of the
27 Settlement Class by timely submitting a written request for exclusion to
28 the Settlement Administrator's address listed in the Summary Notice,

FAQ, and Publication Notice. The written request for exclusion must be postmarked no later than a deadline to be set by the Court, which deadline shall be set forth in the FAQ, Publication Notice, Settlement Notice, and Summary Notice.

B. Within five (5) days after the Court-ordered deadline for timely and properly opting out from the Settlement Class, the Settlement Administrator shall provide to counsel for Defendant and Class Counsel a list of the names and addresses of the members of the Settlement Class who have opted out.

C. At Defendant's option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if more than 500 Settlement Class Members exclude themselves from the Settlement.

VIII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND SERVICE AWARDS TO PLAINTIFF

A. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorney fees and costs, without reducing the amount of money available to pay Valid Claims submitted by Class Members or the amount of money to be paid for work performed by the Settlement Administrator.

B. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court. Class Counsel agrees to request, and Defendant agrees not to oppose, up to \$1,850,000 as the reasonable amount of attorney fees and costs to be paid by Defendant to Class Counsel, subject to Court approval.

C. Defendant shall pay the Court-approved amount of attorney fees and

1 costs, up to \$1,850,000, in the form of one check or wire transfer
2 delivered into a trust account to be identified by Class Counsel, within
3 thirty (30) days after the Effective Date. Class Counsel shall provide to
4 Defendant's counsel in a timely manner all wiring and account
5 information necessary to enable Whirlpool to make such a deposit within
6 the time required. Under no circumstances will Defendant pay more than
7 \$1,850,000 in attorney fees and costs to Class Counsel.

8 D. Defendants shall not oppose a Service Award of \$5,000.00 to Julie
9 Corzine to compensate her for her efforts in pursuing litigation on behalf
10 of the Settlement Class. This agreed amount will be subject to Court
11 approval and will be included in Class Counsel's Fee Petition.

12 E. Class Counsel shall have the authority to determine and make an
13 allocation of attorney fees and costs to any counsel representing any of
14 the Settlement Class who claim an entitlement to share in any fees or
15 costs approved by the Court and paid by Whirlpool. Such allocations
16 shall be made consistent with any agreements between and among those
17 counsel. Any disputes regarding such allocations shall be resolved by the
18 Court.

19 F. The Court's or an appellate court's failure to approve, in whole or in part,
20 any award of attorney fees and costs to Class Counsel, or any Service
21 Award, shall not affect the validity or finality of the Settlement, nor shall
22 such non-approval be grounds for rescission of the Agreement, as such
23 matters are not the subject of any agreement among the Parties other than
24 as set forth above. In the event the Court declines to approve, in whole or
25 in part, the payment of attorney fees or costs to Class Counsel or the
26 payment of any Service Award in the amount sought by Class Counsel,
27 the remaining provisions of this Agreement shall remain in full force and
28 effect.

1 **IX. RELEASES**

2 A. Plaintiff and all Settlement Class Members who do not timely exclude
 3 themselves from the Settlement do forever release, acquit, and discharge
 4 Releasees from all manner of actions, causes of action, administrative
 5 claims, demands, debts, damages, costs, attorney fees, obligations,
 6 judgments, expenses, or liabilities for economic loss, in law or in equity,
 7 whether now known or unknown, contingent or absolute, including all
 8 claims that Plaintiff or Class Members now have or, absent this
 9 Agreement, may in the future have had, against Releasees, by reason of
 10 any act, omission, harm, matter, cause, or event whatsoever that has
 11 occurred from the beginning of time up to and including the Effective
 12 Date of this Agreement, and that arise from or relate to any of the defects,
 13 malfunctions, or inadequacies of freezer drain tubes with duckbill
 14 grommets in the Class Refrigerators that are alleged or could have been
 15 alleged in this Lawsuit, or to any act, omission, damage, matter, cause, or
 16 event whatsoever arising out of the initiation, defense, or settlement of
 17 the Lawsuit or the claims or defenses asserted in the Lawsuit, including
 18 without limitation all claims for out-of-pocket expense, diminution-in-
 19 value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or
 20 premium-price damages (the “Released Claims”).

21 B. This release, however, will not extinguish, and the Released Claims do
 22 not include, claims for personal injury or for damage to property other
 23 than to the Class Refrigerator itself.

24 C. By executing this Agreement, the Parties acknowledge that, upon entry of
 25 the Final Approval Order by the Court, a final judgment that incorporates
 26 the terms of this Agreement as set forth in the attached proposed order
 27 shall be entered, and all Released Claims shall thereby be conclusively
 28 settled, compromised, satisfied, and released as to the Releasees. The

1 Final Approval Order shall provide for and effect the full and final
2 release, by Plaintiff and all Settlement Class Members, of all Released
3 Claims.

4 D. As additional consideration for the Settlement and benefits provided by
5 this Agreement, the Plaintiff agrees to take all reasonable actions to
6 support any of the Releasees' efforts to obtain dismissal of any claims or
7 causes of action brought against them, including any action for
8 contribution or indemnity, that may hereafter at any time be asserted
9 against any of the Releasees by Plaintiff, or by anyone subrogated to the
10 Plaintiff's rights in any capacity, and that arise from any of the Released
11 Claims.

12 E. Future or Unknown Harm and Waiver of Statutory Rights: It is possible,
13 although unlikely, that other injuries, damages, losses, or future
14 consequences or results of any of the defects, malfunctions, or
15 inadequacies of freezer drain tubes with duckbill grommets in the Class
16 Refrigerators that are alleged or could have been alleged in this Lawsuit
17 are not currently known by Plaintiff and Settlement Class Members and
18 will develop or be discovered. The Release in this Agreement, and the
19 compromise on which it is based, are expressly intended to and do cover
20 and include a release by Plaintiff and each Settlement Class Member of
21 all such future injuries, damages, losses, or future consequences or
22 results, excluding any future injury to person or to property other than the
23 Class Refrigerator itself, and including a release and waiver of all rights,
24 causes of actions, claims, and lawsuits against the Releasees that may
25 exist or arise in the future because of such future injuries, damages,
26 losses, or future consequences or results of known or unknown injuries
27 that arise from or relate to any of the defects, malfunctions, or
28 inadequacies of freezer drain tubes with duckbill grommets in the Class

Refrigerators that are alleged or could have been alleged in this Lawsuit, *except* for any claims expressly excluded from the Release, *supra* at Part IV.B.

F. Plaintiff and each Settlement Class Member hereby expressly, knowingly, and voluntarily, waives any right conferred on him or her by Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT
EXTEND TO CLAIMS WHICH THE
CREDITOR DOES NOT KNOW OR
SUSPECT TO EXIST IN HIS FAVOR AT
THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM
MUST HAVE MATERIALLY AFFECTED
HIS SETTLEMENT WITH THE DEBTOR.**

Plaintiff and Settlement Class Members expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiff and the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against Releasees. In furtherance of such intention, the release herein given by Plaintiff and the Settlement Class Members to the Releasees

1 shall be and remain in effect as a full and complete general release of all
2 claims notwithstanding the discovery of existence of any such additional
3 or different claims or facts.

4 G. Plaintiff and the Settlement Class Members expressly consent that this
5 release shall be given full force and effect according to each of its terms
6 and provisions, including those relating to unknown and unspecified
7 claims, injuries, demands, rights, lawsuits, or causes of action as
8 referenced above. Plaintiff and the Settlement Class Members
9 acknowledge and agree that this waiver is an essential and material term
10 of this release and the compromise settlement that led to it, and that
11 without this waiver the compromise settlement would not have been
12 accomplished. Plaintiff has been advised by her attorney with respect to
13 this waiver and, being of competent mind, understands and acknowledges
14 its significance.

15 H. Each Party hereto expressly accepts and assumes the risk that if facts
16 with respect to matters covered by this Agreement are found hereafter to
17 be other than or different from the facts now believed or assumed to be
18 true, this Agreement shall nevertheless remain effective. It is understood
19 and agreed that this Agreement shall constitute a general release and shall
20 be effective as a full and final accord and satisfaction and is a bar to all
21 actions, causes of action, costs, expenses, attorneys' fees, damages,
22 claims, and liabilities whatsoever, whether or not now known, suspected,
23 claimed or concealed, pertaining to the Released Claims of this
24 Agreement.

25 I. Notwithstanding the above, the Court shall retain jurisdiction over the
26 Parties and the Agreement with respect to the future performance of the
27 terms of the Agreement, and to assure that all payments and other actions
28 required of any of the Parties by the Settlement are properly made.

X. COVENANT NOT TO SUE

Plaintiff (i) covenants and agrees that neither she, nor anyone authorized to act on her behalf, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by the Releasees, or any of them, in connection with the Released Claims; (ii) waives and disclaims any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of her or any putative class of Class Refrigerator owners; and (iii) agrees that this Agreement shall be a complete bar to any such action by Plaintiff.

XI. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

A. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

B. Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiff has or may have arising out of the Lawsuit or pertaining to the design, manufacture, testing, marketing, purchase, use, sale, servicing, or disposal of the Class Refrigerators or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by

1 or for Plaintiff in any manner; and no Person or entity other than Plaintiff
2 has any legal or equitable interest in the claims, demands, actions, or
3 causes of action referred to in this Agreement as those of Plaintiff herself.

4 C. None of the Parties relies or has relied on any statement, representation,
5 omission, inducement, or promise of the other Party (or any officer,
6 agent, employee, representative, or attorney for the other Party) in
7 executing this Agreement, or in making the Settlement provided for
8 herein, except as expressly stated in this Agreement.

9 D. Each of the Parties has investigated the facts pertaining to the Settlement
10 and this Agreement, and all matters pertaining thereto, to the full extent
11 deemed necessary by that Party and his, her, or its attorneys.

12 E. Each of the Parties has carefully read, and knows and understands, the
13 full contents of this Agreement and is voluntarily entering into this
14 Agreement after having had the opportunity to consult with, and having
15 in fact consulted with, his, her, or its attorneys.

16 F. Each term of this Agreement is contractual and not merely a recital.

17 **XII. NO ADMISSION OF LIABILITY**

18 It is understood and agreed that the Settlement sums and the benefits provided
19 in this Agreement, and this Settlement and release, are for the compromise of disputed
20 claims and are not to be construed as or deemed to be an admission of any liability,
21 fault, or responsibility on the part of any of the Releasees, by whom liability and fault
22 are, and always have been, expressly and completely denied.

23 **XIII. ADDITIONAL TERMS**

24 A. Extensions of Time: Unless otherwise ordered by the Court, the Parties
25 may agree to reasonable extensions of time to carry out any of the terms
26 of this Agreement and Settlement.

27 B. Cooperation: The Parties agree that they will abide by this Agreement
28 and do all such acts, and prepare, execute, and deliver all such

documents, as may reasonably be required to carry out the stated objectives of this Agreement.

C. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

D. Conditional Nature of Agreement:

1. At Plaintiff’s option, expressed in written notice to Defendant’s counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiff or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
2. At Defendant’s option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order; or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.

E. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and a Service Award to Plaintiff, none of the terms of this Agreement is severable from the others. If the Court or a

1 court of appeals should rule that any term is void, illegal, or
2 unenforceable for any reason, however, Defendant, in its sole discretion,
3 and Plaintiff, in her sole discretion (but acting in accord with her duties
4 and obligations as Class Representative), may elect to waive any such
5 deficiency and proceed with the Settlement under the terms and
6 conditions ultimately approved by the Court.

7 F. Return or Destruction of Confidential Documents: Within thirty (30)
8 days of the Effective Date, the Parties agree to return to the producing
9 Party or destroy (with written confirmation of such destruction) all
10 documents marked confidential pursuant to the Protective Order entered
11 in the Lawsuit.

12 G. Governing Law: With the exception of the Court's determination of a
13 reasonable award of attorney fees and costs to Class Counsel, which the
14 Parties agree shall be governed by Federal law, this Agreement has been,
15 and shall for all purposes be deemed to have been, negotiated, executed,
16 and delivered within the State of California, and the rights and
17 obligations of the Parties shall be construed and enforced in accordance
18 with, and governed by, the laws of the State of California.

19 H. Entire Agreement of the Parties: This Agreement constitutes and
20 comprises the entire agreement between the Parties with respect to the
21 subject matter hereof. It supersedes all prior and contemporaneous oral
22 and written agreements and discussions. It may be amended only by an
23 agreement in writing, signed by the Parties.

24 I. Binding on Agents, Successors, and Assigns: This Agreement is binding
25 on, and shall inure to the benefit of, the Parties and their respective
26 agents, employees, representatives, officers, directors, subsidiaries,
27 assigns, heirs, executors, administrators, insurers, and predecessors and
28 successors in interest.

J. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.

K. No Extension of Whirlpool's Written Warranties: In connection with this Agreement and Settlement, Whirlpool has not agreed to any extension of its written warranties for the Class Refrigerators. The only Settlement benefits are those expressly described in this Agreement.

L. Court Approval: The parties agree to seek approval of this proposed Settlement in the United States District Court for the Northern District of California.

Date: November ____, 2017

PLAINTIFF JULIE CORZINE

By: _____

Julie Corzine

Date: November ____, 2017

WHIRLPOOL CORPORATION

By: _____

Print Name: _____

Authorized Representative

READ AND APPROVED:

By: _____

Graham B. LippSmith

Counsel for Plaintiff

By: _____

Andrew M. Unthank
Counsel for Defendant

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EXHIBIT 1

Redline Comparison

Whirlpool-Manufactured Refrigerator With Bottom Freezer Class

Action Litigation Settlement

Claim Form - Instructions

WPL-GN

Instructions

Instructions for Completing the Enclosed Claim Form

Parties have reached a settlement agreement in a class action lawsuit concerning ice build-up on the freezer floors of certain Whirlpool-manufactured refrigerators due to allegedly defective freezer drain tubes. If you believe you are a member of this Class, you must complete and submit the enclosed Claim Form online or by U.S. Mail at the addresses provided below. Detailed information about qualifying “Class Refrigerators,” manufactured between 2009 and ~~2018~~2013 as well as benefits available under the terms of the settlement, can be found at www.FreezerSettlement.com.

WEB: www.FreezerSettlement.com

MAIL: Corzine v. Whirlpool Corp.
Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

Important Deadlines: Claim Forms [for Past Freezing Events must be](#) completed online must be submitted on or before _____, 2020~~17~~17. Claim Forms [for Past Freezing Events must be](#) submitted by first-class United States Mail must be post-marked no later than _____, 2020~~17~~17. [Claimants must report Future Freezing Events to Whirlpool’s toll-free number \(888-900-7957\) within 90 days after the first Freezing Event.](#)

Potential Benefit: If you experienced [or experience](#) ice build-up on the floor of your Class Refrigerator that may have resulted in leaking from the bottom freezer and you incurred documented, out-of-pocket expenses to repair your Class Refrigerator’s freezer drain tube within five years of purchase as a result, you may be eligible for reimbursement up to \$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.

Making a Claim: To make a claim [for Past Freezing Events](#) you must (1) complete this entire Claim Form (pages 2 through 5), (2) attach copies of all required documentary proof, and (3) submit the completed Claim Form and attached documentation by U.S. Mail or online at FreezerSettlement.com no later than _____, 2020~~17~~17. [To be eligible for benefits for a Future Freezing Event, you must call Whirlpool directly at 888-900-7957 to report your Freezing Event and schedule repair service within 90 days of first experiencing a Freezing Event.](#)

*If you are making claims for more than one Class Refrigerator, please complete a separate Claim Form for each Class Refrigerator.

**If you have questions about completing the Claim Form, please visit www.FreezerSettlement.com, or contact the Claims Administrator at [\[insert email address\]](#) or [\[phone number\]](#).

CLAIM FORM CHECKLIST

Before submitting this Claim Form, check that you have done the following:

- ☐ Completed all fields in Section A (Name and Contact Information).

- ☐ Provided the Model Number and Serial Number of your Refrigerator and answered every question in Section B.
- ☐ Signed the Certification in Section C.

Please keep a copy of your completed Claim Form for your records.

**Your claim must
be postmarked by:
xxxx xx, 2020**

**Whirlpool-Manufactured Refrigerator with Bottom
Freezer
Class Action Litigation Settlement**

**WPL-GN
PART ONE**

Claim Form

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Claims Administrator of any changes to your contact information after submitting your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

E-Mail Address

**Claim I.D. Number
(See Notice Postcard or Email)**

SECTION B: INFORMATION ABOUT YOUR CLASS REFRIGERATOR**Model Number of Class Refrigerator****Serial Number of Class Refrigerator****Date of Purchase of Class Refrigerator****Note:** To locate the model and serial #, look inside your refrigerator cabinet on the side wall.

1.	<p>Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodeling of a home, a new Class Refrigerator (i.e., a Whirlpool-manufactured refrigerator with bottom freezer with a model and serial number listed as eligible for settlement benefits on www.FreezerSettlement.com)?</p> <p>(If you answered “No” to this question, STOP; you are not entitled to any compensation or benefit under this Settlement.)</p>	<p>Question 1:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
2.	<p>Was your Class Refrigerator for personal or household use?</p> <p>(If you answered No to this question, STOP; you are not entitled to any compensation or benefit under this Settlement.)</p>	<p>Question 2:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
3.	<p>Have you previously received from Whirlpool any form of compensation or customer-satisfaction benefit for problems with your Class Refrigerator (e.g., a free gift card, a cash payment, a partial refund of the Refrigerator’s purchase price, a gift of a new product, a discount off the regular price of a new refrigerator, or any other product that you redeemed)?</p>	<p>Question 3:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If yes, provide the dollar amount of the benefit already received:</p> <p>\$ _____</p>
4.	<p>Do you have documentation showing that you experienced an obstruction of your Refrigerator’s freezer drain tube resulting in ice build-up on the freezer floor and possibly water leaking from the bottom of the freezer drawer?</p> <p>Examples of sufficient documentation for Question 4 include, but are not limited to, service tickets, service estimates, and service receipts that show you experienced this problem. (If you answered “Yes” to this question, skip Question 5 and proceed directly to Question 6. If you answered “No” to this question, proceed to Question 5.)</p>	<p>Question 4:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
5.	<p>DECLARATION: I declare under oath penalty of perjury of the laws of the United States that within five years of purchase I experienced an obstruction of my Refrigerator’s freezer drain tube causing due to a buildup of ice on the freezer floor that may have resulted in water leaking from the bottom of the freezer door.</p> <p>_____ Signature</p> <p>_____ Date</p>	<p>If you were unable to sign the Declaration to the left, STOP; you are not entitled to any reimbursement benefit. If you signed this Declaration, PROCEED TO QUESTION 6.</p>

<p>6. Do you have documentation showing that, within five years of purchase of your Class Refrigerator, you paid money out-of-pocket <u>for repair of your Class Refrigerator by a service technician necessitated by a drain obstruction causing ice build-up on the freezer floor, including unplugging or replacing the freezer drain tube? a replacement of the existing freezer drain tube with a new drain tube by a service technician?</u> Examples of sufficient documentation for Question 6 include, but are not limited to, service tickets, service receipts, copies of checks, and entries on credit card statements that show you experienced this type of repair and show the amount you paid for it. Repair estimates or other documents that do not establish you actually paid the amount shown, by themselves, are not sufficient documentation.</p>	<p>Question 6:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>7. Do you have documentation showing the purchase date of your Class Refrigerator? Examples of sufficient documentation include, but are not limited to, purchase receipts, entries on credit card statements, and warranty registrations.</p> <p>(If you answered “Yes” to this question, proceed directly to Section C. If you answered “No” to this question, proceed to Question 8.)</p>	<p>Question 7:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
<p>8. DECLARATION: I declare under <u>penalty of perjury of the laws of the United States</u> that I have searched for but am unable to find documentary proof of the date of purchase of my Class Refrigerator. I request that Whirlpool search its product registration database in an attempt to find this information.</p> <p>_____</p> <p style="text-align: center;">Signature</p>	<p>If you were unable to sign the Declaration to the left, STOP; you are not entitled to any reimbursement benefit. If you signed the Declaration, PROCEED TO SECTION C.</p>

Final Instructions: Once you have completed this Claim Form and gathered all required documentary proof, **sign and date the Certification Statement**, below. You may then submit your completed Claim Form, including a copy of your documentary proof, by email to claims@FreezerSettlement.com, or U.S. Mail to the Settlement Administrator at the address printed on the Claim Form-Instructions. You may also complete your Claim Form online at www.FreezerSettlement.com and upload any supporting documentation, there. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

SECTION C: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT (*Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement.*): I ~~affirm~~declare under penalty of perjury of the laws of the United States~~oath~~ that all information provided in this Claim Form is true and accurate.

Signature

Date

Print Name

EXHIBIT 2

Redline Comparison

Julie Corzine v. Whirlpool Corp., Case No. 5:15-cv-05764-BLF

Amended Exhibit 2 to Settlement Agreement*Model = Material (no engineering digits)***Group A***Serial Range = KY01xxxxx
through K333xxxxx***Group B***Serial Range = VS141xxxxx
through VS827xxxxx*

Model	Brand
AB1924PEKB	AMA
AB1924PEKS	AMA
AB1924PEKW	AMA
AB2225PEKB	AMA
AB2225PEKS	AMA
AB2225PEKW	AMA
AB2526PEKW	AMA
ABB1921BRM	AMA
ABB1921DEW	AMA
ABB1921FEB	AMA
ABB1921WEW	AMA
ABB1922FEB	AMA
ABB1922FED	AMA
ABB1922FEQ	AMA
ABB1922FEW	AMA
ABB1924BRM	AMA
ABB1924WEB	AMA
ABB1924WED	AMA
ABB1924WEQ	AMA
ABB1924WES	AMA
ABB1924WEW	AMA
ABB1927VEB	AMA
ABB1927VEW	AMA
ABB192ZDEB	AMA
ABB192ZDEW	AMA
ABB192ZWEB	AMA
ABB192ZWEW	AMA
ABB2221FEB	AMA
ABB2221FEW	AMA
ABB2221WEB	AMA
ABB2221WEW	AMA
ABB2222FEB	AMA
ABB2222FED	AMA
ABB2222FEQ	AMA
ABB2222FEW	AMA
ABB2224WEB	AMA

<u>Model</u>	<u>Brand</u>
<u>IX5BBEXDS</u>	<u>IKEA</u>
<u>KFFS20EYBL</u>	<u>KAD</u>
<u>KFFS20EYMS</u>	<u>KAD</u>
<u>KFFS20EYWH</u>	<u>KAD</u>
<u>KRFF300EBL</u>	<u>KAD</u>
<u>KRFF300EBS</u>	<u>KAD</u>
<u>KRFF300ESS</u>	<u>KAD</u>
<u>KRFF300EWH</u>	<u>KAD</u>
<u>MFB2055DRE</u>	<u>MAY</u>
<u>MFB2055DRM</u>	<u>MAY</u>
<u>MFB2055FRZ</u>	<u>MAY</u>
<u>MFB2055YEB</u>	<u>MAY</u>
<u>MFB2055YEM</u>	<u>MAY</u>
<u>MFB2055YEW</u>	<u>MAY</u>
<u>MFF2055DRE</u>	<u>MAY</u>
<u>MFF2055DRH</u>	<u>MAY</u>
<u>MFF2055DRM</u>	<u>MAY</u>
<u>MFF2055FRB</u>	<u>MAY</u>
<u>MFF2055FRW</u>	<u>MAY</u>
<u>MFF2055FRZ</u>	<u>MAY</u>
<u>MFF2055YEB</u>	<u>MAY</u>
<u>MFF2055YEM</u>	<u>MAY</u>
<u>MFF2055YEW</u>	<u>MAY</u>
<u>MFW2055DRE</u>	<u>MAY</u>
<u>MFW2055DRH</u>	<u>MAY</u>
<u>MFW2055DRM</u>	<u>MAY</u>
<u>MFW2055FRZ</u>	<u>MAY</u>
<u>MFW2055YEB</u>	<u>MAY</u>
<u>MFW2055YEW</u>	<u>MAY</u>
<u>WRF560SEHB</u>	<u>WHR</u>
<u>WRF560SEHV</u>	<u>WHR</u>
<u>WRF560SEHW</u>	<u>WHR</u>
<u>WRF560SEHZ</u>	<u>WHR</u>
<u>WRF560SEYB</u>	<u>WHR</u>
<u>WRF560SEYM</u>	<u>WHR</u>
<u>WRF560SEYW</u>	<u>WHR</u>

ABB2224WED	AMA	<u>WRF560SFHW</u>	<u>WHR</u>
ABB2224WEQ	AMA	<u>WRF560SFYB</u>	<u>WHR</u>
ABB2224WES	AMA	<u>WRF560SFYE</u>	<u>WHR</u>
ABB2224WEW	AMA	<u>WRF560SFYH</u>	<u>WHR</u>
ABB2227VEB	AMA	<u>WRF560SFYM</u>	<u>WHR</u>
ABB2227VEW	AMA	<u>WRF560SFYW</u>	<u>WHR</u>
ABB2522FEB	AMA	<u>WRF560SMHB</u>	<u>WHR</u>
ABB2522FEQ	AMA	<u>WRF560SMHV</u>	<u>WHR</u>
ABB2522FEW	AMA	<u>WRF560SMHW</u>	<u>WHR</u>
ABL1922FES	AMA	<u>WRF560SMHZ</u>	<u>WHR</u>
ABL1927VES	AMA	<u>WRF560SMYB</u>	<u>WHR</u>
ABL1922FES	AMA	<u>WRF560SMYE</u>	<u>WHR</u>
ABL192ZWES	AMA	<u>WRF560SMYH</u>	<u>WHR</u>
ABL2222FES	AMA	<u>WRF560SMYM</u>	<u>WHR</u>
ABL2227VES	AMA	<u>WRF560SMYW</u>	<u>WHR</u>
ABR1922FES	AMA	<u>WRFA60SMHN</u>	<u>WHR</u>
ABR1927VES	AMA	<u>WRFA60SMHZ</u>	<u>WHR</u>
ABR1922FES	AMA		
ABR192ZWES	AMA		
ABR2222FES	AMA		
ABR2227VES	AMA		
AFB2234WEB	AMA		
AFB2234WES	AMA		
AFB2234WEW	AMA		
AFD2535DEB	AMA		
AFD2535DEQ	AMA		
AFD2535DEW	AMA		
AFD2535FES	AMA		
AFF2534FEB	AMA		
AFF2534FES	AMA		
AFF2534FEW	AMA		
AFI2538AEB	AMA		
AFI2538AEQ	AMA		
AFI2538AES	AMA		
AFI2538AEW	AMA		
AFI2538AEB	AMA		
AFI2538AEQ	AMA		
AFI2538AES	AMA		
AFI2538AEW	AMA		
CB19G6W00W	CROSLEY		
CB19G7B00B	CROSLEY		
CB19G7W00W	CROSLEY		
IX5HHEXVS	IKEA		
IX5HHEXWS	IKEA		
ITB19440Q	INGLIS		
JBD2286KEB	JENN AIR		
JBL2088HES	JENN AIR		

JBL2088WEM	JENN AIR
JBL2286KES	JENN AIR
JBR2088HES	JENN AIR
JBR2088WEM	JENN AIR
JBR2286KES	JENN AIR
JFC2089HEP	JENN AIR
JFC2089HES	JENN AIR
JFC2089HPF	JENN AIR
JFC2089HPR	JENN AIR
JFC2089HPY	JENN AIR
JFC2089HTB	JENN AIR
JFC2089HTW	JENN AIR
JFC2089WEM	JENN AIR
JFC2089WEP	JENN AIR
JFC2089WTB	JENN AIR
JFC2089WTW	JENN AIR
JFC2290VEM	JENN AIR
JFC2290VEP	JENN AIR
JFC2290VPF	JENN AIR
JFC2290VPR	JENN AIR
JFC2290VPY	JENN AIR
JFC2290VTB	JENN AIR
JFD2589KEP	JENN AIR
JFD2589KES	JENN AIR
JFI2089AEB	JENN AIR
JFI2089AEP	JENN AIR
JFI2089AES	JENN AIR
JFI2089AEW	JENN AIR
JFI2089ATS	JENN AIR
JFI2089WES	JENN AIR
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JFI2089AEB	JENN AIR
JFI2089AEP	JENN AIR
JFI2089AES	JENN AIR
JFI2089AEW	JENN AIR
JFI2089ATS	JENN AIR
JFI2089WES	JENN AIR
JFI2089WTS	JENN AIR
JFI2589AEP	JENN AIR
JFI2589AES	JENN AIR
JFX2597AEM	JENN AIR
JFX2597AEP	JENN AIR
5KBFS20EAX	KAD
5KRFX9000M	KAD
KBFL25EVMS	KAD

KBFS20EVL	KAD
KBFS20EVMS	KAD
KBFS20EVWH	KAD
KBFS22EWBL	KAD
KBFS22EWMS	KAD
KBFS22EWWH	KAD
KBFS25EVL	KAD
KBFS25EVMS	KAD
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KBFS25EWWH	KAD
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KBR22KWWH	KAD
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KFCP22EXMP	KAD
KFCS22EVL	KAD
KFCS22EVMS	KAD
KFCS22EVWH	KAD
KFIL27CXMP	KAD
KFIL27CXMS	KAD
KFIS20XVBL	KAD
KFIS20XVMS	KAD
KFIS20XVWH	KAD
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KFIS25XVMS	KAD
KFIS25XVWH	KAD
KFIS27CXBL	KAD
KFIS27CXMS	KAD
KFIS27CXWH	KAD
KFIS29BBBL	KAD
KFIS29BBMS	KAD
KFIS29BBWH	KAD
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KFIV29PCMS	KAD
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KFXS25RYWH	KAD
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5GBB19PRYW	MAY
5GBB22PRYW	MAY
5GBL22PRYA	MAY
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5GFC20PRAW	MAY
5GFC20PRYA	MAY
5GFC20PRYW	MAY
5GFF25PRYA	MAY
5GFF25PRYW	MAY
5GI6FARAF	MAY
5MFI267AA	MAY
5MFX257AA	MAY
5VGI6FARAF	MAY
5VMFI267AA	MAY
5VMFX257AA	MAY
7MF2976AEM	MAY
7MI2569VEM	MAY
MB2216PUAW	MAY
MBB1952HEB	MAY
MBB1952HEW	MAY
MBB1953WEB	MAY
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MBB1953XEW	MAY
MBB1957VEB	MAY
MBB1957VEW	MAY
MBB1957WEB	MAY
MBB1957WEW	MAY
MBF1952VEW	MAY
MBF1953YEB	MAY

MBF1953YEW	MAY
MBF1956KEB	MAY
MBF1956KEQ	MAY
MBF1956KEW	MAY
MBF1958WEB	MAY
MBF1958WES	MAY
MBF1958WEW	MAY
MBF1958XEB	MAY
MBF1958XEQ	MAY
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MBF1958XEW	MAY
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MBF2256KEQ	MAY
MBF2256KEW	MAY
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MBR2258XES	MAY
MBR2556KES	MAY
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MFC2061KES	MAY
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MFD2562VEW	MAY
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MFF2258VEB	MAY
MFF2258VEM	MAY
MFF2258VEW	MAY
MFF2558VEA	MAY
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MFF2558VEM	MAY
MFF2558VEQ	MAY
MFF2558VEW	MAY
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MFI2067AES	MAY
MFI2067AEW	MAY
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MFI2569VEQ	MAY
MFI2569VEW	MAY
MFI2569YEB	MAY
MFI2569YEM	MAY
MFI2569YEW	MAY
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MFI2665XEM	MAY
MFI2665XEW	MAY
MFI2670XEB	MAY
MFI2670XEM	MAY
MFI2670XEW	MAY
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MFI2067AEW	MAY
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MFI2269VEQ	MAY
MFI2269VEW	MAY
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MFI2569VEB	MAY
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MFI2670XEW	MAY
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MFT2672AEW	MAY
MFT2673BEB	MAY
MFT2673BEM	MAY
MFT2673BEW	MAY
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MFT2771WEM	MAY
MFT2771WEW	MAY
MFT2771XEB	MAY
MFT2771XEM	MAY
MFT2771XEW	MAY
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MFT2976AEW	MAY
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7GI5FSAXVY	WHR
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EB9FVBXVQ	WHR
EB9FVBXWB	WHR
EB9FVBXWQ	WHR
EB9FVHLVS	WHR
EB9FVHLWS	WHR
EB9FVHRVS	WHR

EB9FVHRWS	WHR
EB9FVHXVB	WHR
EB9FVHXVQ	WHR
EB9FVHXWB	WHR
EB9FVHXWQ	WHR
EB9SHKXVQ	WHR
G16FARXXB	WHR
G20EFSB23S	WHR
G25EFSB23S	WHR
G32026PEKS	WHR
G32026PEKW	WHR
G32026PELB	WHR
G32027WEKB	WHR
G32526PEKB	WHR
G32526PEKS	WHR
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G37025PEAS	WHR
G37025PEAW	WHR
G37026FEAS	WHR
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GB1924PEKW	WHR
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GB2026PEKB	WHR
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GB2026REKS	WHR
GB2225PEKW	WHR
GB2526LEKS	WHR
GB2526PEKW	WHR
GB2526REKS	WHR
GB2FHDXWB	WHR
GB2FHDXWD	WHR
GB2FHDXWQ	WHR
GB2FHDXWS	WHR
GB2SHDXTB	WHR
GB2SHDXTD	WHR
GB2SHDXTQ	WHR
GB2SHDXTS	WHR
GB2SHTXTB	WHR
GB2SHTXTQ	WHR
GB2SHTXTS	WHR
GB5525PEAS	WHR
GB5525PEAW	WHR
GB5526FEAS	WHR
GB5526FEAW	WHR
GB6525PEAS	WHR

GB6525PEAW	WHR
GB6526FEAS	WHR
GB6526FEAW	WHR
GB9FHDXWB	WHR
GB9FHDXWD	WHR
GB9FHDXWQ	WHR
GB9FHDXWS	WHR
GB9SHDXPQ	WHR
GB9SHDXVB	WHR
GB9SHDXVQ	WHR
GB9SHDXVS	WHR
GI0FSAXVA	WHR
GI0FSAXVB	WHR
GI0FSAXVQ	WHR
GI0FSAXVY	WHR
GI5FSAXVA	WHR
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GI5FSAXVQ	WHR
GI5FSAXVS	WHR
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GI6FARXXQ	WHR
GI6FARXXY	WHR
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GI6FDRXXQ	WHR
GI6FDRXXY	WHR
GI6SARXXF	WHR
GI6SDRXXB	WHR
GI6SDRXXQ	WHR
GI6SDRXXV	WHR
GI6SDRXXY	WHR
GI7FVCXWA	WHR
GI7FVCXWB	WHR
GI7FVCXWQ	WHR
GI7FVCXWY	WHR
GI7FVCXXA	WHR
GI7FVCXXB	WHR

GI7FVCXXQ	WHR
GI7FVCXXY	WHR
GI6FARXXB	WHR
GI6FARXXF	WHR
GI6FARXXQ	WHR
GI6FARXXY	WHR
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GX2FHDXVD	WHR
GX2FHDXVQ	WHR
GX2FHDXVT	WHR
GX2FHDXVY	WHR
GX2SHBXVB	WHR
GX2SHBXVQ	WHR
GX2SHBXVY	WHR
GX2SHDXVB	WHR
GX2SHDXVD	WHR
GX2SHDXVQ	WHR
GX2SHDXVY	WHR
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GX5FHDXVD	WHR
GX5FHDXVQ	WHR
GX5FHDXVT	WHR
GX5FHDXVY	WHR
GX5FHTXVA	WHR
GX5FHTXVB	WHR
GX5FHTXVQ	WHR
GX5FHTXVY	WHR
GX5SHDXVA	WHR
GX5SHDXVB	WHR

GX5SHDXVD	WHR
GX5SHDXVQ	WHR
GX5SHDXVT	WHR
GX5SHDXVY	WHR
GX5SHTXVA	WHR
GX5SHTXVB	WHR
GX5SHTXVQ	WHR
GX5SHTXVY	WHR
GZ25FDRXYY	WHR
GZ25FSRXYY	WHR
WRF535SMBB	WHR
WRF535SMBM	WHR
WRF535SMBW	WHR
WRF736SDAB	WHR
WRF736SDAF	WHR
WRF736SDAM	WHR
WRF736SDAW	WHR
WRF759SLAB	WHR
WRF759SLAF	WHR
WRF759SLAM	WHR
WRF759SLAW	WHR
WRF989SDAB	WHR
WRF989SDAE	WHR
WRF989SDAF	WHR
WRF989SDAH	WHR
WRF989SDAM	WHR
WRF989SDAW	WHR
WRF989SLAB	WHR
WRF989SLAF	WHR
WRF989SLAM	WHR
WRF989SLAW	WHR
WRF990SLAB	WHR
WRF990SLAM	WHR
WRF990SLAW	WHR
WRX735SDBM	WHR
WRX788SIBM	WHR
WRX788SIBW	WHR
WRX988SIBB	WHR
WRX988SIBE	WHR
WRX988SIBH	WHR
WRX988SIBM	WHR
WRX988SIBW	WHR
MFX2571XEB	MAY
MFX2571XEM	MAY
MFX2571XEW	MAY
WRF535SMBB	WHR
WRF535SMBM	WHR

WRF535SMBW	WHR
WRF560SEHB	WHR
WRF560SEHB	WHR
WRF560SEHV	WHR
WRF560SEHV	WHR
WRF560SEHW	WHR
WRF560SEHW	WHR
WRF560SEHZ	WHR
WRF560SEHZ	WHR
WRF560SEYB	WHR
WRF560SEYM	WHR
WRF560SEYW	WHR
WRF560SFHW	WHR
WRF560SFYB	WHR
WRF560SFYE	WHR
WRF560SFYH	WHR
WRF560SFYM	WHR
WRF560SFYW	WHR
WRF560SMHB	WHR
WRF560SMHV	WHR
WRF560SMHW	WHR
WRF560SMYB	WHR
WRF560SMYE	WHR
WRF560SMYH	WHR
WRF560SMYM	WHR
WRF560SMYW	WHR
WRF736SDAB	WHR
WRF736SDAF	WHR
WRF736SDAM	WHR
WRF736SDAW	WHR
WRF759SLAB	WHR
WRF759SLAF	WHR
WRF759SLAM	WHR
WRF759SLAW	WHR
WRF989SDAB	WHR
WRF989SDAE	WHR
WRF989SDAF	WHR
WRF989SDAH	WHR
WRF989SDAM	WHR
WRF989SDAW	WHR
WRF989SLAB	WHR
WRF989SLAF	WHR
WRF989SLAM	WHR
WRF989SLAW	WHR
WRF990SLAB	WHR
WRF990SLAM	WHR
WRF990SLAW	WHR

WRFA60SMHN	WHR
WRFA60SMHZ	WHR
WRX735SDBM	WHR
WRX788SIBM	WHR
WRX788SIBW	WHR
WRX988SIBB	WHR
WRX988SIBE	WHR
WRX988SIBH	WHR
WRX988SIBM	WHR
WRX988SIBW	WHR

EXHIBIT 3

Redline Comparison

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

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 ~~2013~~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 SUBMIT A CLAIM FORM Earliest Deadline: [DATE] <u>Earliest Deadline:</u> <u>[DATE]</u>	Submitting a Claim Form is the only way to be reimbursed for repairs to a Class Refrigerator with freezer drain blockage problems. <u>Refrigerator with freezer drain blockage problems.</u>
EXCLUDE YOURSELF Deadline: [DATE]	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: [DATE]	Filing <u>Mailing</u> an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.
ATTEND THE FAIRNESS HEARING ____ at ____	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.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR GO TO WWW.FREEZERSETTLEMENT.COM

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 this 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 [INSERT NOTICE DATE] 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 ~~through December 31, 2021~~, 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 numbers 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 _____, ~~2017~~, [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 [INSERT NOTICE DATE] and within five years of purchase or acquisition of your Class Refrigerator, you must contact Whirlpool at ~~[INSERT DEDICATED~~

| ~~TOLL-FREE NUMBER~~ [888-900-7957](tel: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 [INSERT NOTICE DATE]. For all questions regarding reimbursement, customers should call [INSERT ADMINISTRATOR'S PHONE NUMBER].

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

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 by **[INSERT DATE]** 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.RefrigeratorSettlement.com. You can also contact the Settlement Administrator by telephone at [Phone Number], by email at [email address], or by writing to Refrigerator Settlement Claims Administrator, ~~[ADDRESS]~~ Corzine v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103, to request a

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

Claim Form.

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 19).

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.RefrigeratorSettlement.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?

~~18. Do I have a lawyer in this case?~~

Yes. The Court appointed ~~Kenneth S. Kasdan and~~ 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.RefrigeratorSettlement.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 **[insert date 91 days after entry of the Preliminary Approval Order]**.

Corzine v. Whirlpool Corp. Refrigerator Settlement

Class Action Administrator

1801 Market Street, Suite

660

Philadelphia, PA 19103

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

~~P.O. Box {ADDRESS}
_____-XXXX~~

~~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 19). 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 ~~Court~~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 ~~Court~~Settlement Administrator at the ~~following~~ 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 [insert date ~~91~~60 days after entry of the Preliminary Approval Order].

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

~~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 ~~[DATE]~~, at ~~[TIME]~~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 29). 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 25) 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 Defendant [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 **[INSERT DATE THAT IS ~~91~~ 60 days after entry of the Preliminary Approval Order]**.

IF YOU DO NOTHING

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

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available online at www.RefrigeratorSettlement.com www.FreezerSettlement.com. If you have questions, you may contact the Settlement Administrator at [\[ADDRESS\]the address listed in response to Question 20,](mailto:claims@FreezerSettlement.com) claims@FreezerSettlement.com, or [PHONE], 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.

EXHIBIT 5

Redline Comparison

1
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7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
9

10 JULIE CORZINE, individually and on behalf of
all others similarly situated,

11 Plaintiff,

12 vs.

13 MAYTAG CORPORATION, a Delaware
14 corporation; WHIRLPOOL CORPORATION, a
Delaware corporation; and DOES 1 through 50,
15 inclusive,

16 Defendants.
17

Case No.: 5:15-cv-05764

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

18 ~~On 2018~~, Plaintiff Julie Corzine (“Plaintiff”) and Whirlpool Corporation (“Whirlpool” or
19 “Defendant”) executed a Class Action Settlement Agreement and Release on May 7, 2018, which
20 the Parties amended on August 14, 2019 (“Settlement Agreement” or “Agreement”). Pursuant to the
21 Agreement, the Parties have moved for entry of an order granting preliminary approval of the
22 settlement provided for in the Settlement Agreement (the “Settlement”). All defined terms in this
23 Order (i.e., all capitalized words or phrases) shall have the same definitions and meanings as those
24 set forth in the Settlement Agreement.

25 Having reviewed the Settlement Agreement and considered the Parties’ submissions in
26 support of preliminary approval of the Settlement, the Court now FINDS, CONCLUDES, and
27 ORDERS as follows:
28

I. CERTIFICATION OF THE SETTLEMENT CLASS

The Agreement settles all Released Claims, as defined below, that have been or could have been brought in the putative class-action Lawsuit. The Agreement provides for a nationwide class settlement of the Released Claims concerning certain models of Whirlpool-manufactured refrigerators with bottom freezers ~~manufactured between 2009 and 2013~~ that are the subject of the Lawsuit. As part of the Settlement, Defendant has conditionally withdrawn its objections to certification of the Settlement Class.

A. The Court has considered (a) allegations, information, arguments, and authorities provided by the Parties in connection with pleadings and motions previously filed by each of them in this case; (b) information, arguments, and authorities provided by Plaintiff and Defendant in ~~their~~ memoranda of points and authorities submitted in support of the Parties' joint motion for entry of an order granting preliminary approval to the Settlement; (c) the First Amendment to Class Action Settlement Agreement and Release of Claims; (d) Defendant's conditional withdrawal, for the purpose of the Settlement, of its objections to certification of the Settlement Class specified in the Settlement Agreement; ~~(e)~~ the terms of the Settlement Agreement including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and ~~(f)~~ the Settlement's elimination of any potential manageability issues, ascertainability issues, and individualized issues of fact and law that could have had a bearing on the certification of a nationwide class for trial. Based on those considerations, the Court makes the following findings:

1. From 2009 through 201~~8~~³, Whirlpool manufactured hundreds of thousands of refrigerators with bottom freezers, identified by model number in Exhibit 2 to the Settlement Agreement ("Class Refrigerators") that were sold to, acquired by, or received as a gift by persons nationwide. The number of appliances at issue readily satisfies Federal Rule of Civil Procedure 23(a)(1)'s numerosity requirement.

2. There are questions of fact and law common to all members of the Settlement Class based on Whirlpool's manufacture of Class Refrigerators. Such questions include, but are not limited to, the following:

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1 a. Whether the Class Refrigerators contain one or more design defects
2 that caused the Class Refrigerators to accumulate ice buildup in the freezer drain tube, sometimes
3 resulting in water leaking out from under the freezer door; and

4 b. Whether Plaintiff and the members of the Settlement Class can recover
5 damages based on the alleged freezer drain tube defects.

6 3. Plaintiff's claims are typical of the Settlement Class. Plaintiff is a member of
7 the Settlement Class and alleges that she has been damaged by the same conduct of Defendant that
8 she alleges has damaged other members of the Settlement Class. Plaintiff's claims are not in conflict
9 with or antagonistic to the claims of the Settlement Class as a whole. Plaintiff's claims and those of
10 other members of the Settlement Class are based upon corresponding theories.

11 4. The Settlement Class is ascertainable. The unnamed members of the
12 Settlement Class each of them purchased, acquired, or received as a gift a Class Refrigerator.

13 5. Plaintiff can fully, fairly, and adequately protect the interests of the Settlement
14 Class. Class Counsel is experienced in prosecuting complex class-action litigation, and Plaintiff and
15 Class Counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement
16 Class.

17 6. Questions of law and fact common to all members of the Settlement Class
18 predominate over any questions affecting only individual members of the Settlement Class for
19 settlement purposes.

20 7. A nationwide class action for settlement purposes is superior to other
21 available methods for the fair and efficient adjudication of this controversy.

22 B. The Court preliminarily certifies a class for settlement purposes only, consisting of
23 persons who meet the following criteria:

24 All residents of the United States and its territories who (a) purchased a new Class
25 Refrigerator, (b) acquired a Class Refrigerator as part of the purchase or remodel of a
26 home, or (c) received as a gift, from a donor meeting those requirements, a new Class
27 Refrigerator not used by the donor or by anyone else after the donor purchased the
28 Class Refrigerator and before the donor gave the Class Refrigerator to the Class

Member. Excluded from the Settlement Class are (a) officers, directors, and employees of Whirlpool, or its parents or subsidiaries, (b) insurers of Class Members, (c) subrogees or all entities claiming to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Class Member, and (d) issuers or providers of extended warranties or service contracts for Class Refrigerators.

C. The Court appoints Plaintiff Julie Corzine as the Class Representative for the Settlement Class. The Court appoints Graham B. LippSmith and Jaclyn L. Anderson ~~Kenneth S. Kasdan~~ of the law firm Kasdan LippSmith Weber Turner LLP as Class Counsel for the Settlement Class.

D. If for any reason the Settlement Agreement ultimately does not become effective, the Settlement and any order certifying a settlement class shall be vacated *nunc pro tunc*, Defendant's conditional withdrawal of its objections to certifying the Settlement Class shall be null and void, The Lawsuit shall proceed as though the Settlement Class had never been certified, and nothing stated in the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action or proceeding of any kind.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

A. Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in the Lawsuit, denies all liability for any of the claims that have, or could have, been alleged by Plaintiff or other members of the Settlement Class, and maintains that the Class Refrigerators are free of defects.

B. The Settlement requires that Defendant provide specified compensation to each Class Member who meets certain eligibility requirements and who timely submits a valid, complete Claim Form, with specified supporting documentation, all as defined and set forth in the Settlement Agreement. All Class Members who within five years of acquiring their Class Refrigerator (a) experienced a buildup of ice due to blockage of their freezer drain tube ~~from ice buildup~~, which may have resulted in water leaking from the freezer door (a "Freezing Event"), (b) experienced a repair of

1 that problem consisting of the unclogging or replacement of the freezer drain tube, and (c) paid
2 money out of pocket for that repair, are eligible to receive a cash reimbursement payment, up to
3 \$150, for the amount of out-of-pocket qualifying repair expenses established through documentary
4 proof as follows: (1) one hundred percent of parts and labor in years one through three of ownership;
5 (2) one hundred percent of parts and sixty-five percent of labor in year four of ownership; and (3)
6 one hundred percent of parts and fifty-percent of labor in year five of ownership. Further, members
7 of the Settlement Class who experience a Freezing Event after the Settlement Notice Date and within
8 five years of ownership are eligible for repair service subject to the above-described limitations
9 applicable to out-of-pocket expense reimbursement claims. Finally, Whirlpool agrees to keep in
10 place and not alter its special service project concerning Freezing Events, which provides a free
11 replacement drain tube to persons who experience a Freezing Event as reported to Whirlpool by a
12 Service Technician through December 31, 2021-for Class Refrigerator models in Exhibit 2,
13 Group A or through December 31, 2026, for Class Refrigerator models in Group B.

14 C. On a preliminary basis, the Settlement appears fair, reasonable, and adequate,
15 considering the following: (1) the defenses on the merits and a contested class certification asserted
16 by Defendant, (2) the risks to the members of the Settlement Class that Defendant could successfully
17 defend against claims arising out of the facts and legal theories pled and asserted in this case,
18 whether litigated by Settlement Class Members themselves or on their behalf in a class action, and
19 (3) the length of time that would be required for Settlement Class Members, or any group of
20 Settlement Class Members, to obtain a final judgment through one or more trials and appeals.
21 Moreover, the Parties have reached the Settlement after extensive motion practice, exchange of
22 initial disclosures, the collection and analysis of hundreds of thousands of pages of documents by
23 Defendants, interviews of clients and client employees, consultation with experts, and engaging in
24 extensive arms-length settlement negotiations over the course of six months—first as to the benefit
25 to the Settlement Class and then as to Class Counsel’s attorney fees and costs and the Class
26 Representative Service Award. For these reasons, the Settlement falls within the appropriate range of
27 possible approval and does not appear in any way to be the product of collusion.
28

1 D. Accordingly, it is ORDERED and ADJUDGED that the Settlement Agreement and
2 corresponding Settlement are hereby preliminarily approved.

3 **III. APPROVAL OF THE SUMMARY SETTLEMENT NOTICES, THE LONG-FORM**
4 **NOTICE OR “FAQ,” THE PUBLICATION NOTICE, THE CLAIM FORM, AND**
5 **THE PLANS FOR DISTRIBUTION AND DISSEMINATION OF THE**
6 **SETTLEMENT NOTICES**

7 A. As provided for in the Settlement Agreement, the Parties have submitted: (a) a
8 proposed summary settlement notice to be mailed and emailed to identifiable potential Class
9 Members (the “Summary Notice”), a copy of which is attached to the Settlement Agreement as
10 Exhibit 7; (b) a plan for distributing the Summary Notice to the Settlement Class; (c) a proposed
11 long-form settlement notice in the form of Frequently Asked Questions and Answers, or an “FAQ,”
12 a copy of which is attached to the Settlement Agreement as Exhibit 3 and which will be published on
13 the Settlement Website and mailed to those members of the Settlement Class who request a hard
14 copy; (d) a proposed Publication Notice, a copy of which is attached to the Settlement Agreement as
15 Exhibit 6; (e) a plan for the Publication Notice’s publication in print periodicals, on websites, and
16 social media to provide adequate notice to the Settlement Class; (f) a proposed Claim Form for cash
17 reimbursement Settlement benefits; (g) a plan for allowing Settlement Class Members to file the
18 Claim Form through the Settlement Website, by email, or by U.S. Mail, and for mailing a Claim
19 Form to Settlement Class Members who contact the Settlement Administrator by telephone, U.S.
20 Mail, or email requesting that a Claim Form be sent by mail; and (h) a plan for establishing the
21 Settlement Website, with the information and documents that the Parties jointly agree to post
22 concerning the nature of the case and status of the Settlement, including the Claim Form, the FAQ,
23 information relating to relevant deadlines, a complete copy of the Settlement Agreement, and orders
24 of the Court referring or related to the Settlement.

25 B. The proposed plan for distributing and publishing the Summary Notice, FAQ,
26 Publication Notice, Claim Form, and Settlement Website appears reasonably likely to notify
27 members of the Settlement Class of the Settlement, and there appears to be no additional mode of
28 distribution that would be reasonably likely to notify Settlement Class Members who will not receive

1 notice pursuant to the proposed distribution plans. The proposed plan also satisfies the notice
2 requirements of Rule 23(e) and all other, applicable federal law.

3 C. The Summary Notice, FAQ, Publication Notice, and Settlement Website will fairly,
4 accurately, and reasonably inform Settlement Class Members of: (a) appropriate information about
5 the nature of the Lawsuit and the essential terms of the Settlement Agreement; (b) appropriate
6 information about how to obtain additional information regarding this matter and the Settlement
7 Agreement; (c) appropriate information about, and means for obtaining, a Claim Form; (d)
8 appropriate information about, and means for submitting, a Claim Form for benefits under the
9 Settlement; and (e) appropriate information about how to challenge, or exclude themselves from, the
10 Settlement, if they wish to do so. The Settlement notices and Settlement Website also fairly and
11 adequately inform Settlement Class Members that failure to complete and submit a claim in the
12 manner and time specified in the notices, on the Settlement Website, and in the Claim Form shall
13 constitute a waiver of any right to obtain any compensation under the Settlement. The notices and
14 Settlement Website also fairly and adequately inform Settlement Class Members that if they do not
15 comply with the specified procedures and the deadline for objections, they will lose any opportunity
16 to have any objection considered at the Fairness Hearing or to otherwise contest certification of the
17 Settlement Class or approval of the Settlement, or to appeal from any order or judgment entered by
18 the Court in connection with the Settlement.

19 D. The proposed Claim Form provided in the Settlement Agreement fairly, accurately,
20 and reasonably informs Settlement Class Members of (1) appropriate information about the nature of
21 the Lawsuit and the essential terms of the Settlement Agreement; (2) appropriate information about,
22 and means for, submitting a claim for benefits under the Settlement; and (3) the fact that failure to
23 complete and submit a Claim Form, in the manner and time specified in the notices, Settlement
24 Website, and Claim Form, shall constitute a waiver of any right to obtain any compensation under
25 the Settlement. The proposed plan for publishing the Claim Form on the Settlement Website and for
26 mailing or emailing the Claim Form to Settlement Class Members who request a Claim Form by
27 contacting the Settlement Administrator is fair and reasonable.
28

1 E. The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the
2 proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and
3 disseminating each of them, finds and concludes that the proposed plan will provide the best notice
4 practicable under the circumstances and satisfies all requirements of federal and state laws and due
5 process. Accordingly, the Court hereby ORDERS as follows:

6 1. The form and content of the proposed Summary Notice, FAQ, Publication
7 Notice, and Claim Form are hereby approved;

8 2. Promptly following the oral or written entry ("entry") of this Order, the
9 Parties and Settlement Administrator shall prepare final versions of the (a) Summary Notice, (b)
10 FAQ, (c) Publication Notice, and (d) Claim Form, incorporating into each of them the Fairness
11 Hearing date and deadlines set forth in Part IV of this Order.

12 3. Within ~~63~~ 18 days after the Court's entry of this Order, Defendant will file or
13 cause to be filed with the Court a declaration of compliance with the notice plan, including a
14 statement of the number of persons to whom the Summary Notice was mailed and emailed.

15 4. Angeion Group is hereby appointed as the Settlement Administrator, whose
16 costs of administering the Settlement are to be paid by Defendant.

17 5. The Settlement Administrator shall perform the following functions in
18 accordance with the Settlement Agreement, this Order, and subsequent orders that may be entered by
19 the Court in this case:

20 a. Send the Summary Notice by mail and email, if a valid mailing
21 address and/or email address is known, to each known, potential Settlement Class Member within
22 1549 days after entry of this Order;

23 b. For notices returned by the U.S. Postal Service, forward notices that
24 are returned with a forwarding address and perform a national change of address search for those
25 returned without a forwarding address;

26 c. Create a Settlement Website that will include all necessary and
27 pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and
28 information relating to relevant deadlines;

1 d. ~~Publish-Reserve~~ the Publication Notice according to the proposed
2 notice plan, including through social media, within ~~549~~ days after entry of this Order;

3 e. Complete the Publication Notice according to the proposed notice
4 plan, including through social media, within 35 days after entry of this Order;

5 f. Accept Claim Forms submitted online, by other electronic means, or
6 by U.S. Mail;

7 g. Allow Settlement Class Members to electronically submit documents
8 supporting their Claim Form;

9 h. Receive, evaluate, and decide whether to approve completed Claim
10 Forms as satisfying the requirements of the Settlement Agreement, all in accordance with the terms
11 of the Settlement Agreement;

12 i. Provide the following to Defendant's counsel and Class Counsel no
13 later than 30 days prior to mailing Notices of Claim Denial: (i) a list of the names and addresses of
14 all Settlement Class Members whose Claim Forms the Settlement Administrator has determined to
15 be Valid; and (ii) a separate list of the names and addresses of all Persons whose Claim Forms the
16 Settlement Administrator has determined were not Valid, by category of benefit. The Parties shall
17 then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a
18 meet and confer with each other should they decide to challenge any of the Valid Claims or Notices
19 of Claim Denial;

20 j. Send, by first class U.S. Mail, to each Person who has submitted a
21 Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which
22 has not been challenged by Class Counsel, a Notice of Claim Denial;

23 k. Process requests for exclusion from the Settlement;

24 l. Process objections to the Settlement;

25 m. Provide to Class Counsel and Defendant's counsel periodic status
26 reports regarding claims; and

27 n. Within 30 days after the payment of all Valid Claims by the Settlement
28 Administrator, provide to Defendant's counsel and Class Counsel a statement of the total number of

claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Settlement Class Members (in total and by category of benefit), under penalty of perjury.

IV. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

A. Fairness Hearing

The Court will hold the Fairness Hearing on November 22, 2019, at 10:00 a.m. PST; ~~PST~~ at the Robert F. Peckham Federal Building, 280 South 1st Street, Courtroom 3, San Jose, California 95113, to determine whether certification of the Settlement Class, appointment of the Class Representative, appointment of Class Counsel, the Settlement Agreement, and the Settlement should receive final approval. At that time, the Court will also consider any request by Class Counsel for an award of attorney fees and reimbursement of litigation expenses and for a Service Award to Class Representative, all in accordance with the terms of the Settlement Agreement. The Parties will have up to and including November 9, 2019, to file their motion for final approval of the Settlement as well as any briefs in support of such motion and/or in opposition to any objections to the Settlement.

B. Deadline for Requests to be Excluded from the Class

Settlement Class Members who wish to be excluded from the Settlement must mail or e-mail their requests for exclusion to the Settlement Administrator by first-class U.S. Mail, postmarked or received no later than 6094 days after the entry of this Order.

C. Deadlines for Objecting to Matters to be Considered at the Fairness Hearing and for Filing Requests to Appear at the Fairness Hearing

Objections to certifying the Settlement Class, designating Plaintiff as Class Representative, appointing Class Counsel, the Settlement, the Settlement Agreement, the amount of the Service Award to the Class Representative, and/or the amount of attorney fees and expenses that Class Counsel may apply for at the Fairness Hearing, shall be made in writing and caused to be postmarked no later than 60 days after entry of this Order, and mailed to the Settlement Administrator, filed with this Court at Robert F. Peckham Federal Building, 280 South 1st Street,

~~Courtroom 3, San Jose, California 95113 and served on~~ Class Counsel and counsel for Defendant.

Class Counsel shall include all objections as exhibits to its brief in support of final approval.

Any papers not mailed and caused to be postmarked ~~Any papers not filed and served~~ in the

prescribed manner and time will not be considered at the Fairness Hearing, and all objections not made in the prescribed manner and time shall be deemed waived.

All persons wishing to appear at the Fairness Hearing, either in person or through counsel, for the purpose of objecting to certifying of the Settlement Class, designating Plaintiff as Class Representative for the Settlement Class, appointing Class Counsel, the Settlement, the Settlement Agreement, the Service Award to the Class Representative, and/or the amount of attorney fees and expenses that Class Counsel apply for, must file with the Court, and serve on Class Counsel and counsel for Defendant, a notice of their intention to appear setting forth the basis of their objections and summarizing the nature and source of any evidence they intend to present at the Fairness Hearing no later than ~~6094~~ days after entry of this Order.

D. Deadline for Submitting Claim Forms

In accordance with the terms of the Settlement Agreement, Settlement Class Members who have experienced Past Freezing Events will have up to 154 days after the entry of this Order to submit a Claim Form for benefits available under the Settlement.

V. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS, AND FOR SERVICE AWARD TO PLAINTIFF

Class Counsel will move the Court for entry of a separate order approving attorney fees and reimbursement of litigation expenses to Class Counsel in an amount not to exceed \$1,850,000. Class Counsel also will move the Court to approve a Service Award to the Class Representative in the amount of \$5,000. Defendant shall pay any attorney fee, expense award, and Service Award within 30 days after the Effective Date. Defendant's payment of attorney fees, expenses, and the Service Award to Class Counsel and the Class Representative shall be separate and in addition to Defendant's payment of Settlement benefits to Settlement Class Members.

1 **VI. DENIAL OF ANY WRONGFUL ACT OR OMISSION, DENIAL OF LIABILITY,**
2 **AND ABSENCE OF ANY ADMISSION**

3 The Parties entered into the Settlement Agreement for the purpose of compromising and
4 settling disputed claims. Defendant has at all times denied, and continues to deny, any wrongful act
5 or omission alleged by Plaintiff in this action and denies any liability of any sort to Plaintiff or any
6 member of the Settlement Class. Nothing contained in the Settlement Agreement, in the documents
7 relating to the Settlement Agreement, or in this Order shall be construed, deemed, or offered as an
8 admission by any of the Parties, or by any member of the Settlement Class, for any purpose in any
9 judicial or administrative action or proceeding, whether in law or in equity. In entering this Order
10 with this provision and other limiting provisions, this Court specifically refers to and invokes the
11 Full Faith and Credit Clause of the United States Constitution and the doctrine of comity and
12 requests that any court in any other jurisdiction reviewing, construing, or applying this Order
13 implement and enforce each such limiting provision.

14 IT IS SO ORDERED.

15
16 Dated: _____, 201~~9~~⁸

The Honorable Beth L. Freeman
United States District Judge

EXHIBIT 6

Redline Comparison

~~Case 5:15-cv-05764-BLF Document 125-1 Filed 07/08/19 Page 103 of 107~~Legal Notice

If you purchased, acquired, or received as a gift a new Whirlpool-manufactured refrigerator with a bottom freezer manufactured between 2009 and ~~2013~~**2018**, you may be entitled to reimbursement for repair expenses as part of a class action settlement.

A settlement has been reached with Whirlpool Corporation ("Whirlpool" or "Defendant") in a class action lawsuit claiming that certain Whirlpool-manufactured refrigerators with bottom freezers are susceptible to freezer drain tube blockage, which may result in ice build-up on the freezer floor and, in some instances, water leaking from the freezer drawer (a "Freezing Event"). Defendant denies it did anything wrong. You can visit www.FreezerSettlement.com to see a complete list of the refrigerator models that are included in the settlement, referred to as the "Class Refrigerators."

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

WHAT DOES THE SETTLEMENT PROVIDE? The Settlement provides cash reimbursement of documented out-of-pocket expenses, up to \$150 and subject to other limits, for repair costs of repairing and/or replacing your Class Refrigerator's freezer drain tube within five years of purchase or acquisition due to a Freezing Event. To be eligible for cash reimbursement for past Freezing Events, you must submit a Claim Form, with all required documentary proof, to the Settlement Administrator online at www.FreezerSettlement.com or by mail at ~~[address]~~ [Corzine v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103](mailto:Corzine.v.Whirlpool.Corp.Refrigerator.Settlement.Attn:Class.Action.Administrator,1801MarketStreet,Suite660,Philadelphia,PA19103), no later than **MONTH 00, 2018**~~2020~~. Class Members who do not meet the requirements in the Claim Form are not eligible for compensation. Class Members who have a Freezing Event after [INSERT NOTICE DATE] and within five years of purchase or acquisition can receive these same benefits by contacting and scheduling service through Whirlpool at ~~[INSERT 888-900-7957]~~ [888-900-7957](tel:8889007957). Customers should call this number only if they need to schedule service for a Freezing Event after [INSERT NOTICE DATE]. For all questions regarding reimbursement, customers should call [INSERT ADMINISTRATOR'S PHONE NUMBER]. 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.

HOW TO REQUEST PAYMENT IF YOU QUALIFY. Go to www.FreezerSettlement.com and file a claim online or download, print, complete, and mail a Claim Form to the Settlement Administrator. Claim Forms also are available by calling 1-888-000-0000. For past Freezing Events, you must complete and submit a Claim Form with all required documents by **MONTH 00, 2018**~~2020~~. For Freezing Events after [INSERT NOTICE DATE] you must contact Whirlpool within 90 days after the Freezing Event, but also no later than five years from the date you purchased or acquired your Class Refrigerator, to report the Freezing Event and schedule a repair.

YOUR OTHER OPTIONS. If you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it. The deadline to exclude yourself is **MONTH 00, 2017**~~2019~~. Unless you exclude yourself, you will give up any right to sue Whirlpool for the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (i.e., do not exclude yourself), you may object to the settlement or Class Counsel's fees by **MONTH 00, 2018**~~2019~~. More information can be found in the Frequently Asked Questions document and Settlement Agreement, which are available at www.FreezerSettlement.com.

THE COURT'S FAIRNESS HEARING. The U.S. District Court, Northern District of California, located at 280 South First Street, San Jose, California 95113, will hold a hearing in this case (*Julie Corzine v. Whirlpool*, Case No. 5:15-cv-05764-BLF) on **MONTH 00, 2018**, at ~~10:00 a.m. PST~~ **November 22, 2019, at 10:00 a.m. PST** in Courtroom 3. ~~This date may change without further notice to the Class.~~ It is at this fairness hearing that the Court will decide whether to approve: (1) the settlement; (2) Class Counsel's request for attorney fees and reimbursement of litigation expenses up to \$1,850,000; and (3) a service award of up to \$5,000 to Class Representative Julie Corzine for her participation on behalf of the Class. If approved, these fees, expenses, and awards will be paid separately by Whirlpool and will not reduce the amount of money available to Class Members. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

WANT MORE INFORMATION? Call, go to the website, or write to *Corzine v. Whirlpool Corp. Refrigerator Settlement*, P.O. Box 0000, City ST 00000-0000. ~~You may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South First Street, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.~~ Attn: Class Action Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

1-888-000-0000

www.FreezerSettlement.com

EXHIBIT 7

Redline Comparison

**You may be eligible
for a benefit as part
of a class action
settlement about
Whirlpool-
manufactured
refrigerators with
bottom freezers.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit www.FreezerSettlement.com or contact the Settlement Administrator or Class Counsel.

Do not contact the Court, Whirlpool, or any appliance retailer or dealer for information about the settlement.

Corzine v. Whirlpool Corp. Refrigerator Settlement

Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Claim#: PQ12345678

Random #:

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action against Whirlpool alleging defects in certain Whirlpool-manufactured refrigerators with bottom freezers made from 2009-~~2013~~2018. This notice summarizes your legal rights. You should visit www.FreezerSettlement.com to obtain more complete

information about covered models. The proposed settlement and your rights. You also can write to the Settlement Administrator at the address on the [reverse side](#), or call 1-888-000-0000, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that certain Whirlpool-manufactured refrigerators with bottom freezers can be susceptible to freezer drain tube blockage, which may result in ice build-up on the freezer floor and in some rare instances water leaking from the freezer drawer (a "Freezing Event").

What are my rights? The settlement class includes all persons who, while living in the United States, bought, acquired, or received as a gift new certain Whirlpool-manufactured refrigerators with bottom freezers manufactured between 2009 and ~~2018~~2013. You can visit www.FreezerSettlement.com to see a complete list of the refrigerator models that are included in the settlement. Whirlpool's records show that you may be a member of the settlement class and eligible to make a claim for cash reimbursement, up to \$150 and subject to other limits, for documented out-of-pocket expenses to [repair or](#) replace your Refrigerator's freezer drain tube due to a Freezing Event within the first five years of ownership. To claim this reimbursement benefit [for Past Freezing Events](#), however, you must submit documentary proof of these out-of-pocket expenses. To be eligible for [Past Freezing Events—any benefit](#), you must submit a Claim Form to the Settlement Administrator online at www.FreezerSettlement.com or by mail at the address on the reverse side postmarked **no later than** _____, 2020. Class members who do not meet the requirements in the Claim Form are not eligible for compensation. Class members who have a [Future](#) Freezing Event on or after [INSERT NOTICE DATE] and within five years of purchase can receive ~~these same benefits—this same coverage for future repairs—these same benefits~~ by contacting and scheduling service through Whirlpool [at 888-900-7957](tel:888-900-7957). 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 and has agreed to expand the same special service project through December 31, 2026 for Class Refrigerator models in Group B.

How to request exclusion from the class. If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator at the address on the reverse side [and cause it to be postmarked](#) **no later than** _____, 2019, stating "Exclude me from the settlement class in *Corzine v. Whirlpool Corp. Refrigerator Settlement*," and include your name and address. If you do not exclude yourself, you will lose your right to sue Whirlpool and obtain any compensation from them other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the [U.S. District Court, Northern District of California, 280 South First Street, San Jose, CA 95113; Settlement Administrator at the address on the reverse side, Class Counsel, and defense Counsel. Mail objections to defense Counsel at: Andrew M. Unthank, Wheeler Trigg O'Donnell LLP, 370 17th Street, Suite 4500, Denver CO 80202, and to Class Counsel at the address below.](#) The fairness hearing will be held at the Court on [November 22, 2019, at 10:00 a.m. PST](#). You or your attorney (if you choose to hire one) may appear at the hearing by [mailing](#) filing a notice and entry of appearance with ~~to~~ the Court and [mailing those to Class Counsel and defense Counsel](#). Objections ~~and entries of appearance~~ must be mailed [and postmarked to the Administrator, Class Counsel, and defense Counsel no later than](#) _____, 2019. [Entries of appearance must be filed with the Court and served on Class Counsel and defense Counsel no later than](#) _____, 2019.

Class Counsel's attorney fees and contact information. If the Settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request an award of attorney fees and reimbursement of litigation expenses not to exceed \$1,850,000, to be paid by Whirlpool separately from and in addition to the benefits to the Class. You can write to Class Counsel at: Graham B. LippSmith, Kasdan LippSmith Weber Turner LLP, ~~500 South Grand Ave., Suite 1310,~~ Los Angeles, CA 90071-360 East 2nd St., Suite 300, Los Angeles, CA 90012.

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I electronically filed the foregoing
**SUPPLEMENTAL DECLARATION OF GRAHAM B. LIPPSMITH IN SUPPORT OF
JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT** with the Clerk of the Court, using the CM/ECF system, which will send
notification of such filing to the counsel of record in this matter who are registered on the
CM/ECF system to receive service.

/s/ Graham B. LippSmith
Graham B. LippSmith

DECLARATION OF GRAHAM B. LIPPSMITH

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JULIE CORZINE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

WHIRLPOOL CORPORATION, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 5:15-cv-05764-BLF

**SUPPLEMENTAL DECLARATION
OF STEVEN WEISBROT, ESQ. IN
SUPPORT OF NOTICE PLAN**

Hon. Beth Labson Freeman

SUPPLEMENTAL DECLARATION OF STEVEN WEISBROT

I, Steven Weisbrot, hereby declare:

1. I am a partner at the class action notice and settlement administration firm, Angeion Group, LLC (“Angeion”) located at 1650 Arch Street, Suite 2210, Philadelphia, Pennsylvania. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. My credentials were provided to this Court, as outlined in my previously filed Declaration in Support of Preliminary Approval of Settlement (ECF Docket No. 113-3).

3. I prepared and executed a Declaration dated July 8, 2019 (“7/8/19 Declaration”) in this proceeding. This is a Supplemental Declaration to update the Court on certain matters in preparation for Preliminary Approval.

CLASS DEFINITION

4. Subsequent to the 7/8/19 Declaration being filed, the Settling Parties informed me additional contact information existed for certain Settlement Class Members from early 2018 to the present. Further, I was made aware the Class was updated to include Group B models. As a result, for the Settlement Class Members here, the Settling Parties now have an estimated 609,016 unique email addresses and an estimated 573,367 unique physical addresses (without corresponding email addresses) for an estimated total of 1,182,383 total direct email plus mail notices. Counsel has advised me that some of these customers own more than one unit, so they estimate the total units represented by these contacts is actually estimated to be 1,218,878 out of the estimated 2,177,502 Settlement Class Members, which translates into direct email and/or mail notice to owners of approximately 60% of the units included in the Settlement.

NOTICE PLAN SUMMARY

5. Taking the updated Class into consideration, the media notice program when combined with the direct notice program, will deliver an approximate 70.1% reach with an approximate average frequency of 2.96 times each, which remains unchanged from the

1 information previously provided in the 7/8/19 Declaration. The Federal Judicial Center states that
2 a notice plan that reaches 70% of class members is one that reaches a “high percentage” and within
3 the “norm”. Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class
4 Action Litigation: A Pocket Guide for Judges”, at 27 (3d Ed. 2010). The media notice program
5 will serve approximately 84,816,000 impressions, via the use of state-of-the-art internet
6 advertising and will also include publication in the national edition of *People* magazine. While the
7 informational website and toll-free telephone line will apprise potential Class Members of the
8 rights and options in the Settlement, these items are not included in the approximate 70.1% reach
9 calculation.

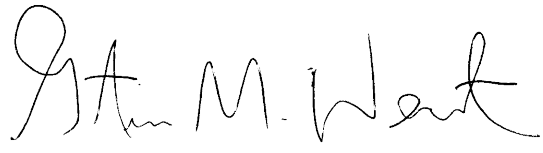
10 CONCLUSION

11 6. The notice program outlined in the 7/8/19 Declaration incorporates a direct notice
12 effort and a state-of-the-art publication campaign and is designed to reach approximately 70.1%
13 of the Class. The plan provides the Class the best notice practicable under the circumstances.

14 7. This notice program provides the reach and frequency evidence which courts
15 systematically rely upon in reviewing class action notice programs for adequacy. The reach
16 percentage and the number of exposure opportunities, meet or exceed the guidelines as set forth in
17 the Federal Judicial Center’s *Judges’ Class Action Notice and Claims Process Checklist and Plain*
18 *Language Guide*.

19 8. It is my opinion that the Notice Program is fully compliant with Rule 23 of the Federal
20 Rules of Civil Procedure, provides Due Process of Law and is the best notice that is practicable
21 under the circumstances, including giving individual notice to all Class Members who can be
22 identified through reasonable effort.

23
24 I declare under penalty of perjury under the laws of the United States that the foregoing is
25 true and correct and that this declaration was executed on August 20, 2019 in Coral Springs
26 Florida.

A handwritten signature in black ink, appearing to read "Steven M. Weisbrot", is written above a horizontal line.

STEVEN WEISBROT

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CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I electronically filed the **SUPPLEMENTAL DECLARATION OF STEVEN WEISBROT, ESQ. IN SUPPORT OF NOTICE PLAN** with the Clerk of the Court, using the CM/ECF system, which will send notification of such filing to the counsel of record in this matter who are registered on the CM/ECF system to receive service.

/s/ Graham B. LippSmith

Graham B. LippSmith