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

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

Plaintiff,

v.

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

Defendants.

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

CLASS ACTION

SECOND AMENDED COMPLAINT

- 1. STRICT LIABILITY: FAILURE TO WARN**
- 2. STRICT LIABILITY: MANUFACTURING DEFECT**
- 3. STRICT LIABILITY: DESIGN DEFECT**
- 4. NEGLIGENCE**
- 5. NEGLIGENCE: FAILURE TO RECALL/RETROFIT**
- 6. BREACH OF EXPRESS WARRANTY**
- 7. BREACH OF IMPLIED WARRANTY OF FITNESS**
- 8. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
- 9. VIOLATIONS OF CIVIL CODE § 1790, et seq.**
- 10. VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200, et seq.**
- 11. VIOLATIONS OF CAL. CIV. CODE § 1750, et seq.**

DEMAND FOR JURY TRIAL

1 remaining Defendants, and in doing the things hereinafter alleged, each was acting
2 in the course and scope of said agency, employment or joint venture with advance
3 knowledge of, acquiescence in or subsequent ratification of the acts of each and
4 every other remaining defendant. Each of Defendants 1 through 50 is responsible,
5 legally, negligently or in some other actionable manner, for the events and
6 happenings hereinafter referred to, and caused injuries and damages proximately
7 thereby to Plaintiff and the Class as hereinafter alleged, either through co-
8 defendants' conduct or through the authorized and/or ratified conduct of its agents,
9 servants or employees or in some other manner.

10 8. Whirlpool, DOES 1 through 25, and DOES 26 through 50 are
11 collectively referred to herein as "Defendants."

12 9. Defendants designed, manufactured and sold combination
13 refrigerator-freezers equipped with defective Drain Tubes featuring a rubber
14 grommet component with a distinctive "duckbill" shape. Defendants designed,
15 created product materials for, designed instructions for, caused the manufacture of,
16 distributed and sold refrigerator-freezers equipped with Drain Tubes ("Class
17 Refrigerators"), and Class Members purchased these Class Refrigerators.

18
19 **JURISDICTION AND VENUE**

20 10. This Court has jurisdiction over this action pursuant to California Code
21 of Civil Procedure § 410.10. Plaintiff seeks damages on behalf of herself and the
22 Class under the laws of the State of California.

23 11. Venue is proper in this Court pursuant to California Code of Civil
24 Procedure section 392 because Plaintiff resides in this County and pursuant to
25 section 393 because some portion of the causes of action arose in this County.

26
27 **CLASS ACTION ALLEGATIONS**

28 12. Plaintiff brings this case as a class action pursuant to California Code

1 of Civil Procedure § 382 and on behalf of a class defined as follows (“the Class”):

2 All individuals and entities in the State of California who
3 purchased and/or owned Whirlpool-manufactured refrigerator-
4 freezer appliances equipped with drain tube parts with
5 “duckbill” rubber grommet components, including but not
6 limited to models numbered W10210987, W10210988,
7 W10309238, W10344401, W10344402, W10585186,
8 W10588598, W10604169, PS8691807, and/or 2887289.

9 13. **Exclusions from the Class.** Plaintiff specifically excludes from the
10 Class all Defendants, Defendants’ subsidiaries or affiliates, entities in which any
11 Defendant has a controlling interest, and any and all of Defendants’ employees,
12 affiliates, legal representatives, successors or assignees. Plaintiff also excludes
13 from the Class any judicial officers assigned to this case and their immediate
14 family members.

15 14. **Ascertainability.** Plaintiff brings this action on behalf of herself and
16 on behalf the Class, which is comprised of members identified by the class
17 definition.

18 15. **Numerosity.** The members of the Class are so numerous that their
19 joinder would be impracticable, and disposition of their claims in a class action
20 rather than in individual actions would benefit the parties and the courts.

21 16. **Means for Identification.** Reasonably available means of identifying
22 class members (at the appropriate time following class certification) exist. Class
23 Members are “consumers” within the meaning of California Civil Code section
24 1761(d).

25 17. **Community of Interest -- Commonality.** There is a well-defined
26 community of interest amongst the members of the Class in the questions of law.
27 Questions of fact and law predominate and include but are not limited to the
28 following:

- 1 • Whether the Drain Tubes are defective;
- 2 • Whether the Drain Tubes have an impeded useful life;
- 3 • Whether the Drain Tubes serve their intended purposes, including
- 4 their intended purpose of adequately draining water from refrigerator-
- 5 freezer interiors during defrost cycles;
- 6 • Whether the Drain Tubes impede the useful lives of the Class
- 7 Refrigerators;
- 8 • Whether the Drain Tubes cause damage to other components in
- 9 Plaintiff's and the Class' homes;
- 10 • Whether Defendants had a duty to disclose the defective nature of the
- 11 Drain Tubes;
- 12 • Whether Defendants are responsible for the costs and expenses of
- 13 repairing and replacing the defective Drain Tubes, including
- 14 applicable labor costs;
- 15 • Plaintiff's and the Class' damages;
- 16 • Whether Defendants breached the implied warranty of
- 17 merchantability;
- 18 • Whether Defendants breached their express warranties; and
- 19 • Whether Defendants engaged in unfair, unlawful, and fraudulent acts.

20 18. **Community of Interest – Typicality.** The named Plaintiff's claims
21 are typical of those of the Class.

22 19. **Community of Interest – Adequacy of Class Representatives.** The
23 named Plaintiff can fairly and adequately represent the Class because she is a Class
24 Member, has claims that are typical of the Class, and there is no reason why she
25 cannot adequately represent the Class.

26 20. **Community of Interest – Adequacy of Counsel.** Counsel for
27 Plaintiff are competent, qualified, and experienced in large class actions,
28 multiparty complex cases and product defect cases, and there is no reason why

1 they cannot adequately represent the Class.

2 21. **Impracticability of Joinder.** Joinder of the unnamed Class Members
3 on an individual basis would be impracticable in light of their number and their
4 locations throughout the State of California.

5 22. **No Better Remedy.** There is no plain, speedy, or adequate remedy
6 other than by maintenance of this Class since the damage to each victim is
7 relatively small, making it economically infeasible to pursue lawful remedies other
8 than by a class action. The Class would be superior to individualized actions for
9 the fair and efficient adjudication of this controversy.

10 23. **No Individualized Defenses.** There are no predominately unique or
11 individualized defenses anticipated in this action that might be asserted against
12 Plaintiff individually, as distinguished from the Class.

13 24. **Fees.** Plaintiff has incurred and, during the pendency of this action,
14 will incur expenses for attorneys' fees and costs herein. Such attorneys' fees and
15 costs are necessary for the prosecution of this action and will result in a benefit to
16 the Class. This action will result in the enforcement of important rights supported
17 by strong public policy affecting the public interest, conferring a significant benefit
18 to the general public and a large class of persons.

19
20 **FACTUAL BACKGROUND**

21 **A. Defendants' Defective Drain Tubes, Knowledge of the Defects and**
22 **Fraudulent Concealment of the Defects**

23 25. In late 2009 and early 2010, Whirlpool began selling combination
24 refrigerator-freezers featuring a newly-designed freezer Drain Tube that was buried
25 deep within its components, out of sight of and inaccessible to consumers without
26 disassembling the refrigerator. Defendants intended for the Drain Tubes to channel
27 defrosted water from the freezer into a drain pan located at the base of Class
28 Refrigerators.

1 26. However, the Drain Tubes fail to adequately drain the Class
2 Refrigerators. As a result of their design and manufacture, components of the
3 Drain Tubes—rubber grommets that taper to a flat slit-opening resembling a
4 duck’s bill (“duckbill grommet”)—become clogged, damming the flow of
5 defrosted water from the freezer. As a result, the trapped water then freezes,
6 forming a solid plug of ice. Over time, large amounts of ice and water accumulate
7 in the freezer, and water eventually leaks out of the freezer to areas below and
8 surrounding the refrigerator-freezer. Thus, the Drain Tubes fail to perform their
9 intended purpose.

10 27. The result of the Drain Tube defect is that Plaintiff and Class
11 Members are exposed to unexpected water leaks that span areas far larger and with
12 a higher volume of water than what people normally encounter in kitchens such
13 that the Drain Tubes pose substantial risks of physical injury to Class Members.
14 Such risks include slipping and falling, electric shock caused by water coming into
15 contact with electrical components of the Class Refrigerators or other kitchen
16 appliances and electric shock when Class Members attempt to make repairs
17 themselves. In addition, the leaks damage flooring, subflooring, grout, walls,
18 cabinets, and other components of the kitchen and home. Defendants became
19 aware of these and other risks when they realized that the Drain Tubes were
20 defective.

21 28. Defendants had knowledge that their Drain Tubes were defective
22 sometime between late 2009 and late 2010, well before Plaintiff and most Class
23 Members purchased their Class Refrigerators. Despite their knowledge of the
24 Drain Tube defects since late 2009 or late 2010, Defendants intentionally and
25 continually installed defective Drain Tubes deep into the componentry of the Class
26 Refrigerators for years while intentionally and continually concealing from Class
27 Members the Drain Tubes’ existence, defects and safety risks.

28 29. After Class Refrigerators with the Drain Tubes first hit the market in

1 late 2009 and early 2010, Defendants nearly immediately had a substantial number
2 of customer complaints, warranty inquiries and/or company experience with
3 defects in the Drain Tubes. The early customer complaints, warranty inquiries
4 and/or company experiences with the Drain Tube defects were not only sufficiently
5 numerous to put Defendants on notice of the defects, but they were also severe
6 enough for Defendants to immediately begin internal testing as well as design and
7 engineering processes to attempt to cure the defects well before late 2010.

8 Defendants' knowledge of, study of and engineering to attempt to resolve the
9 defect culminated in its installation of a second generation Drain Tube in late 2010
10 that had an only slightly modified duckbill grommet. Although Defendants
11 engineered the second generation Drain Tube to attempt to resolve the first
12 generation Drain Tube's failures, the second generation Drain Tube had the same
13 flaws and manifested the same failures as the first generation Drain Tube.

14 30. In this late 2009 to late 2010 period, Defendants became aware of the
15 Drain Tube defect through sources not available to consumers, Plaintiff and Class
16 Members. These sources included but were not limited to warranty reimbursement
17 requests and repair orders, testing conducted in response to complaints,
18 replacement part sales data, consumer complaints, other internal sources and
19 aggregated information about the defect. Defendants should have been aware of
20 general complaints about water leaking and ice formation in bottom freezer panels
21 in the industry since at least 2005, and, specifically with respect to its own Drain
22 Tubes, Defendants were sufficiently aware of the defects for a period of time long
23 enough for Defendants to study, redesign, manufacture and install the second
24 generation of defective Drain Tubes by late 2010.

25 31. The existence of the Drain Tube defect is a material fact that
26 reasonable consumers, including Plaintiff and Class Members, would have
27 considered when deciding whether to purchase a refrigerator-freezer equipped with
28 a Drain Tube. Had Plaintiff and other Class Members known that the Class

1 Refrigerators were equipped with defective Drain Tubes, they would not have
2 purchased said refrigerator-freezers or would have paid less for them.

3 32. Consumers, including Plaintiff and Class Members, reasonably expect
4 that a refrigerator-freezer's component parts, such as the Drain Tubes, are free of
5 defects and will function in a manner that will not cause damage to persons, to
6 other component parts of the refrigerator-freezer, or to other property. Plaintiff and
7 Class Members further reasonably expect that Defendants will not manufacture,
8 market, distribute, and/or sell refrigerator-freezers with known defects, such as the
9 defective Drain Tubes, and will disclose any such defects when known.

10 33. Notwithstanding Defendants' knowledge of these defects since
11 sometime between late 2009 and late 2010, and notwithstanding Defendants'
12 understanding that consumers would not buy refrigerators that leaked water on to
13 their floors exposing their invitees and them to safety hazards, Defendants
14 concealed the defects by continuing to install defective Drain Tubes inside the
15 Class Refrigerators—including Plaintiff's Class Refrigerator—without providing
16 any warning about the risks they posed and without recalling the products. Instead
17 of warning consumers about the defects and recalling the dangerous products,
18 Defendants quietly rolled out the ineffective, stop-gap second generation Drain
19 Tube in late 2010 that continued to subject Class Members to failures and the risks
20 associated with the Drain Tube failures.

21 34. After years of even more customer complaints, warranty inquiries
22 and/or company experience with the Drain Tube defects, including in the equally
23 faulty second generation Drain Tube, Defendants had no choice but to altogether
24 abandon the defective Drain Tubes with a complete design overhaul that took place
25 over a period of months, if not years, before November 2013.

26 35. In November 2013, Defendants introduced a redesigned drain tube
27 without the duckbill grommet called the "P Trap," disclosing its existence in a
28 Technical Service Pointer ("TSP") issued only to Class Refrigerator brand service

1 departments. For the first time, Defendants’ TSP detailed *to its service departments*
2 *and not the Class Members* the defects in the Drain Tubes and recommended the
3 “P Trap” replacement part to resolve the defects, as follows:

4 **Concern:**

5 Ice build up on bottom of freezer.

6 Defrost water does not drain.

7 Duck bill check valve plugged.

8 **Correction:**

9 A “P Trap” drain tube kit is now available for the models listed on the
10 attached sheets. If the new design “P Trap”, see figure 1, has not
11 already been installed, Order and install kit part number W10619951.

12 Follow the detailed instructions supplied with the kit including:

13 Defrost the evaporator and drip pan completely.

14 Clean the drip pan drain tube.

15 **Note:**

16 Whirlpool will pay for repair and labor to perform this repair up to 2
17 years from the date of purchase. Whirlpool will supply repair parts
18 through the normal Parts distribution channel at no cost to the
19 consumer for this repair on all units that are beyond 2 years from the
20 date of purchase. Charge the repair parts and labor related to this
21 repair to Special project S38211 utilizing the current **warranty** billing
22 system.

23 Exhibit 2 (emphasis added).

24 36. Defendants refuse to pay for the labor costs of installing the P Trap
25 two years after the date of purchase. Yet even Defendants’ installation instructions
26 for the P Trap drain tube kit highlight the risk of electric shock posed to consumers
27 who opt to install the replacement part themselves. *See* Exhibit 3. Defendants, thus,
28 acknowledge the existence of a shock hazard within Class Refrigerators’

1 componentry that can only be exacerbated by water accumulation and leaks caused
2 by the defective Drain Tubes and put consumers at further risk of shock by
3 refusing to pay for the installation labor.

4 37. Despite issuing the TSP to its service departments in November 2013,
5 Defendants continued to intentionally conceal the Drain Tubes' defects and risks
6 from *Class Members* by intentionally not issuing the TSP (or any other information
7 concerning the defect or its safety risks) to the Class Members, and Defendants'
8 concealment continues to this date.

9 38. The TSP put Defendants' brand service departments on notice of the
10 defects and remedies offered, but Defendants intentionally chose to forego issuing
11 the TSP (or any other information concerning the defect or its safety risks) to the
12 Class Members in order to continue to conceal the known defects from Class
13 Members. The only notice the TSP provided any Class Member was indirect and
14 occurred only if (1) the Class Member experienced a leak, and thus was already
15 exposed to the safety risk, and (2) the service technician informed the Class
16 Member of the TSP's existence and terms. However, Defendants intentionally
17 chose not to issue the TSP (or any other information concerning the defect or its
18 safety risks) to Class Members to ensure Defendants would not have to pay a
19 penny to replace their known defective Drain Tubes in both (1) Class Refrigerators
20 that had not yet leaked and (2) Class Refrigerators that leaked, but the service
21 technicians failed to notify the Class Members of the TSP or its terms.

22 39. As a result of Defendants' conduct and concealment, all purchasers of
23 Class Refrigerators, numbering in the hundreds or thousands, were and continue to
24 be exposed to risks of the personal injuries for slipping and falling, as well as
25 financial injuries, including but not limited to financial injuries in repairing and
26 replacing components of the Class Refrigerators, as well as in repairing and
27 replacing other property damaged by leaks.

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B. Plaintiff’s Defective Class Refrigerator

40. In November 2010 and after Defendants were aware of the Drain Tube defects, Plaintiff purchased a Class Refrigerator (model no. MBR2256KES) equipped with a defective Drain Tube. Plaintiff purchased the refrigerator in California and had the appliance installed in her home in San Jose, California.

41. In late October or early November 2014, Plaintiff’s Class Refrigerator leaked water onto her kitchen floor for the first time. At first, Plaintiff was not sure where the water was coming from. Around Christmas of that year, Plaintiff started experiencing difficulties opening the freezer door, noticed that the bottom of the freezer cabinet was covered in ice, and realized that her Class Refrigerator was the source of the leaks.

42. The volume of water that leaked from Plaintiff’s Class Refrigerator freezer varied from about a quart to approximately 80 ounces. On multiple occasions, water pooled from underneath Plaintiff’s refrigerator and across the entire width of her kitchen floor to the opposite side of the kitchen from her refrigerator, posing substantial safety risks to Plaintiff and her invitees. Water also pooled from the refrigerator across a span of several feet towards her living room area. On each such occasion, water pooled into high foot traffic areas, exposing Plaintiff and her guests to risks of slipping and falling. For this period, Plaintiff’s refrigerator leaked water onto her kitchen floor approximately every two weeks. Plaintiff defrosted her freezer cabinet approximately six times, and each time Plaintiff was required to unplug her refrigerator for approximately thirty minutes. After defrosting, the leaking would again resume a few weeks later. For this entire period, Plaintiff was not aware of any of the Drain Tube defects in her Class Refrigerator and was not aware that any defects were causing the leaks.

43. On or about June 8, 2015, Plaintiff first contacted Whirlpool customer service for Defendants to repair her Class Refrigerator and informed Defendants of the ice accumulation and leaking issues she was having with her Class

1 Refrigerator. This call put Defendants on notice of Plaintiff's claim for a defect in
2 the Drain Tube. Defendants' customer service representative scheduled a service
3 call with an authorized service provider, which took place on June 16, 2015.

4 44. The repairperson confirmed that ice had accumulated in the Drain
5 Tube. The repairperson defrosted the freezer and replaced Plaintiff's Drain Tube
6 with a P Trap drain tube.

7 45. Defendants paid the cost of Plaintiff's replacement P Trap drain tube
8 but refused to pay for the labor and installation costs, which Plaintiff incurred.

9 46. Had Plaintiff known that her Class Refrigerator had a defective Drain
10 Tube that posed safety risks and future financial burdens, Plaintiff would not have
11 purchased the Class Refrigerator. Also, had Defendants made Plaintiff aware after
12 her purchase that her Class Refrigerator had a defective Drain Tube that posed
13 safety risks and future financial burdens, Plaintiff would have made a claim for
14 Defendants to pay the costs to replace the Drain Tube and repair her Class
15 Refrigerator before she experienced leaks.

16
17 **FIRST CAUSE OF ACTION**

18 **STRICT LIABILITY: FAILURE TO WARN**

19 (Against All Defendants by Plaintiff and the Class)

20 47. Plaintiff and the Class hereby re-allege and incorporate by reference
21 all previous paragraphs of this complaint as though fully set forth herein.

22 48. Defendants manufactured, distributed, and/or sold the Drain Tubes as
23 component parts of the Class Refrigerators.

24 49. The Drain Tubes were defective due to inadequate warnings or
25 instruction for use, both prior to marketing and post-marketing.

26 50. The Drain Tubes had risks that were known or knowable in light of
27 the scientific knowledge that was generally accepted at the time of manufacture,
28 distribution, and/or sale.

1 component parts of the Class Refrigerators.

2 61. The Drain Tubes contained a manufacturing defect when they left
3 Defendants' possession.

4 62. The Drain Tubes had risks that were known or knowable in light of
5 the scientific knowledge that was generally accepted at the time of manufacture,
6 distribution, and/or sale.

7 63. The risks in the Drain Tubes presented a substantial danger when the
8 Drain Tubes were used or misused in an intended or reasonably foreseeable way.

9 64. Ordinary consumers would not have recognized the potential risks.

10 65. Defendants knew or should have known that the Drain Tubes created
11 significant risks to consumers.

12 66. The Class Refrigerators equipped with the Drain Tubes were
13 purchased for use in Plaintiff's and the Class' homes after Defendants
14 manufactured, designed, sold, supplied, marketed or otherwise introduced them
15 into the stream of commerce.

16 67. Plaintiff and the Class suffered harm, damages and economic losses,
17 and Plaintiff and the Class will continue to suffer such harm, damages and
18 economic loss in the future.

19 68. Defendants' misconduct was a substantial factor in causing and
20 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

21 69. Defendants' conduct was gross, reckless, and in bad faith or willful
22 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
23 intentionally, maliciously, and oppressively, with a willful and conscious disregard
24 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
25 malice under the law.

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THIRD CAUSE OF ACTION

STRICT LIABILITY: DESIGN DEFECT

(Against All Defendants by Plaintiff and the Class)

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4 70. Plaintiff and the Class hereby re-allege and incorporate by reference
5 all previous paragraphs of this complaint as though fully set forth herein.

6 71. Defendants manufactured, distributed, and/or sold the Class
7 Refrigerators equipped with the Drain Tubes.

8 72. The Drain Tubes contained a design defect when they left Defendants'
9 possession.

10 73. The Drain Tubes had risks that were known or knowable in light of
11 the scientific knowledge that was generally accepted at the time of manufacture,
12 distribution, and/or sale.

13 74. The risks in the Drain Tubes presented a substantial danger when the
14 Class Refrigerators were used or misused in an intended or reasonably foreseeable
15 way.

16 75. Ordinary consumers would not have recognized the potential risks.

17 76. Defendants knew or should have known that the Drain Tubes created
18 significant risks to consumers.

19 77. Drain Tubes were purchased as component parts for use in the Class
20 Refrigerators after Defendants manufactured, designed, sold, supplied, marketed or
21 otherwise introduced them into the stream of commerce.

22 78. Plaintiff and the Class suffered harm, damages and economic losses,
23 and Plaintiff and the Class will continue to suffer such harm, damages and
24 economic loss in the future.

25 79. Defendants' misconduct was a substantial factor in causing and
26 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

27 80. Defendants' conduct was gross, reckless, and in bad faith or willful
28 disregard of the rights and interest of Plaintiff and the Class. Defendants acted

1 intentionally, maliciously, and oppressively, with a willful and conscious disregard
2 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
3 malice under the law.

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5 **FOURTH CAUSE OF ACTION**
6 **NEGLIGENCE**

7 (Against All Defendants by Plaintiff and the Class)

8 81. Plaintiff and the Class hereby re-allege and incorporate by reference
9 all previous paragraphs of this complaint as though fully set forth herein.

10 82. Defendants had a duty to exercise reasonable care in the design,
11 formulation, testing, manufacture, labeling, marketing, sale and/or distribution of
12 the Class Refrigerators equipped with the Drain Tubes.

13 83. Defendants were negligent and failed to exercise reasonable care in
14 the design, formulation, manufacture, sale, testing, marketing, or distribution of the
15 Class Refrigerators equipped with Drain Tubes in that they knew or should have
16 known that their products could cause significant harm.

17 84. Despite the fact that Defendants knew or should have known that their
18 products posed a serious risk of harm to consumers, Defendants unreasonably
19 continued to manufacture and market their products, and failed to exercise
20 reasonable care with respect to post-sale warnings and instructions for safe use.

21 85. At all relevant times, it was foreseeable to Defendants that
22 homeowners like Plaintiff and the Class would suffer damages as a result of
23 Defendants' failure to exercise ordinary care as described above.

24 86. Plaintiff and the Class suffered harm, damages and economic losses,
25 and Plaintiff and the Class will continue to suffer such harm, damages and
26 economic loss in the future.

27 87. Defendants' misconduct was a substantial factor in causing and
28 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

1 88. Defendants' conduct was gross, reckless, and in bad faith or willful
2 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
3 intentionally, maliciously, and oppressively, with a willful and conscious disregard
4 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
5 malice under the law.

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7 **FIFTH CAUSE OF ACTION**

8 **NEGLIGENCE: FAILURE TO RECALL/RETROFIT**

9 (Against All Defendants by Plaintiff and the Class)

10 89. Plaintiff and the Class hereby re-allege and incorporate by reference
11 all previous paragraphs of this complaint as though fully set forth herein.

12 90. Defendants manufactured, distributed and/or sold the Class
13 Refrigerators and defective Drain Tubes.

14 91. Defendants knew or reasonably should have known that the Class
15 Refrigerators and defective Drain Tubes were dangerous or were likely to be
16 dangerous when used in a reasonably foreseeable manner.

17 92. Defendants became aware of these defects after the Class
18 Refrigerators and defective Drain Tubes were sold.

19 93. Defendants failed to recall and/or retrofit and/or warn of the danger of
20 the Class Refrigerators and defective Drain Tubes.

21 94. A reasonable manufacturer, distributor and/or seller under the same or
22 similar circumstances would have recalled and/or retrofitted the Class
23 Refrigerators and defective Drain Tubes.

24 95. Plaintiff and the Class suffered harm, damages and economic losses,
25 and Plaintiff and the Class will continue to suffer such harm, damages and
26 economic loss in the future.

27 96. Defendants' misconduct was a substantial factor in causing and
28 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

1 104. Defendants breached their warranties concerning the Drain Tubes.

2 105. Plaintiff and the Class suffered harm, damages and economic losses,
3 and Plaintiff and the Class will continue to suffer such harm, damages and
4 economic loss in the future.

5 106. Defendants' misconduct was a substantial factor in causing and
6 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

7 107. Defendants' conduct was gross, reckless, and in bad faith or willful
8 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
9 intentionally, maliciously, and oppressively, with a willful and conscious disregard
10 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
11 malice under the law.

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SEVENTH CAUSE OF ACTION

14

BREACH OF IMPLIED WARRANTY OF FITNESS

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(Against All Defendants by Plaintiff and the Class)

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108. Plaintiff and the Class hereby re-allege and incorporate by reference
all previous paragraphs of this complaint as though fully set forth herein.

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109. Defendants made implied warranties concerning the Drain Tubes,
including but not limited to the warranty of fitness.

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110. Defendants intended that their implied warranties were extended to
and would benefit purchasers of the Class Refrigerators, including but not limited
to, warranting that the Drain Tubes were free of defects such that they would
properly perform as intended.

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111. Plaintiff and the Class purchased Class Refrigerators equipped with
Drain Tubes.

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112. At the time the Class Refrigerators were purchased, Defendants knew
or had reason to know that Class Refrigerators containing Drain Tubes would be
used for a particular purpose in Plaintiff's and the Class' homes and that

1 purchasers and/or installers would justifiably rely on Defendants' skill and
2 judgment in selecting, providing and/or furnishing Drain Tubes suitable for that
3 particular purpose.

4 113. The Drain Tubes were not suitable for their particular purpose.

5 114. The Drain Tubes suffered from an inherent, latent defect at the time of
6 sale and thereafter were not fit for their intended purpose. Said defects include, but
7 are not limited to, the defective design and manufacture of the Drain Tubes.

8 115. The Drain Tubes are defective in that they become clogged, have
9 impeded flow, have a blocked grommet, and/or have an impeded useful life. The
10 Drain Tubes also damage and impede the useful life of other components in
11 Plaintiff's and the Class' refrigerator-freezers and homes including, but not limited
12 to, the evaporator coils, panels, and/or home interior near and around the leaking
13 Class Refrigerators.

14 116. The Drain Tubes fail in performing their intended purposes as a result
15 of their defects. Said defects require repairs such that the Class Refrigerators are
16 taken out of service.

17 117. Defendants breached their implied warranty of fitness concerning the
18 Drain Tubes used in the Class Refrigerators.

19 118. Plaintiff and the Class suffered harm, damages and economic losses,
20 and Plaintiff and the Class will continue to suffer such harm, damages and
21 economic loss in the future.

22 119. Defendants' misconduct was a substantial factor in causing and
23 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

24 120. Defendants' conduct was gross, reckless, and in bad faith or willful
25 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
26 intentionally, maliciously, and oppressively, with a willful and conscious disregard
27 of the rights of Plaintiff and the Class Members, so as to constitute oppression,
28 fraud, or malice under the law.

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EIGHTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(Against All Defendants by Plaintiff and the Class)

121. Plaintiff and the Class hereby re-allege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.

122. Defendants made implied warranties concerning the Drain Tubes, including but not limited to the warranty of merchantability.

123. Defendants intended that their implied warranties extend to and benefit purchasers of the Class Refrigerators equipped with the Drain Tubes.

124. Plaintiff and the Class purchased Class Refrigerators containing Drain Tubes.

125. At the time of said purchases, Defendants were in the business of selling the Class Refrigerators.

126. Defendants breached their implied warranty of merchantability for the Drain Tubes.

127. The Drain Tubes suffered from an inherent, latent defect at the time of sale and thereafter were not fit for their intended purpose. Said defects include, but are not limited to, the defective design and manufacture of the Drain Tubes.

128. The Drain Tubes in the Class Refrigerators were not of the same quality as those generally acceptable in the trade, were not fit for the ordinary purposes for which such goods are used, were not adequately contained, packaged, and labeled, had inadequate instructions, and/or did not measure up to the promises or facts stated about the product.

129. At the time the Class Refrigerators were purchased, Defendants knew or had reason to know that purchasers and/or installers of the Class Refrigerators would justifiably believe that they were of the same quality as those generally acceptable in the trade, were fit for the ordinary purposes for which such goods are

1 used, were adequately contained, packaged, and labeled, had adequate instructions,
2 and/or measured up to the promises or facts stated about the product.

3 130. Plaintiff and the Class suffered harm, damages and economic losses,
4 and Plaintiff and the Class will continue to suffer such harm, damages and
5 economic loss in the future.

6 131. Defendants' misconduct was a substantial factor in causing and
7 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

8 132. Defendants' conduct was gross, reckless, and in bad faith or willful
9 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
10 intentionally, maliciously, and oppressively, with a willful and conscious disregard
11 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
12 malice under the law.

13
14 **NINTH CAUSE OF ACTION**

15 **VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT,**
16 **CALIFORNIA CIVIL CODE §§ 1790, *et seq.***

17 (Against All Defendants by Plaintiff and the Class)

18 133. Plaintiff and the Class hereby re-allege and incorporate by reference
19 all previous paragraphs of the complaint as though fully set forth herein.

20 134. Plaintiff is a buyer of a consumer good, namely, the Drain Tube,
21 which is a component part of a Class Refrigerator purchased primarily for family
22 or household purposes.

23 135. Defendants were at all relevant times the manufacturers, distributors,
24 and/or sellers of the Class Refrigerators and Drain Tubes.

25 136. Plaintiff purchased her Class Refrigerator from a retail seller in
26 California.

27 137. Defendants' express and implied warranties accompanied the sale of
28 the Class Refrigerator. The Class Refrigerator was delivered with serious defects,

1 including, but not limited to, a defective Drain Tube, in breach of Defendants'
2 express and implied warranties.

3 138. Defendants' actions, as complained of herein, breached Defendants'
4 express and implied warranties in violation of the Act including, but not limited to,
5 California Civil Code sections 1791.1 and 1791.2.

6 139. Defendants breached their express and implied warranties because the
7 Drain Tubes suffered from an inherent, latent defect at the time of sale and
8 thereafter were not fit for their intended purpose. Said defects include, but are not
9 limited to, the defective design and manufacture of the Drain Tubes.

10 140. Plaintiff and the Class suffered harm, damages and economic losses,
11 and Plaintiff and the Class will continue to suffer such harm, damages and
12 economic loss in the future. In addition, Plaintiff and the Class have been harmed
13 and suffered actual damages given that the Drain Tubes are substantially certain to
14 fail before their expected useful life has run.

15 141. Defendants' misconduct was a substantial factor in causing and
16 proximately caused Plaintiff's and the Class' harm, damages and economic losses.

17 142. Defendants' conduct was gross, reckless, and in bad faith or willful
18 disregard of the rights and interest of Plaintiff and the Class. Defendants acted
19 intentionally, maliciously, and oppressively, with a willful and conscious disregard
20 of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or
21 malice under the law.

22 143. Plaintiff is entitled to damages and other legal and equitable relief,
23 including, but not limited to, all incidental, consequential and general damages
24 resulting from Defendants' failure to comply with its obligations under the Act.

25 144. Plaintiff is entitled under the Act to recover as part of the judgment a
26 sum equal to the aggregate amount of costs and expenses, including attorney's
27 fees, reasonably incurred in connection with the commencement and prosecution
28 of this action.

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ELEVENTH CAUSE OF ACTION
VIOLATIONS OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT,
CAL. CIV. § 1750, *et seq.*

(Against All Defendants by Plaintiff and the Class)

144. Plaintiff and the Class hereby re-allege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.

145. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*, proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.”

146. The Class Refrigerators are “goods” as defined in Cal. Civ. Code § 176(a).

147. Plaintiff and Class Members are “consumers” as defined in Cal. Civ. Code § 1761(d), and Plaintiff, Class Members, and Defendants are “persons” as defined in Cal. Civ. Code § 1761(c).

148. Defendants’ sale of the Class Refrigerators to Plaintiff and the Class are “transactions” within the meaning of Cal. Civ. Code § 1761(e).

149. In purchasing the Class Refrigerators, Plaintiffs and the other Class Members were deceived by Defendants’ failure to disclose that the Class Refrigerators were equipped with defective Drain Tubes that were prone to ice-blockage and caused water to leak from Class Refrigerators, and which created unreasonable risks of slipping, falling, and electric shock.

150. Defendants’ conduct, as described above, was and is in violation of the CLRA in at least the following respects:

- a. Cal. Civ. Code § 1770(a)(5): Defendants represented that the Class Refrigerators, including their component Drain Tubes, have characteristics, uses, and benefits which they do not have;
- b. Cal. Civ. Code § 1770(a)(7): Defendants represented that the Class

1 Refrigerators, including their component Drain Tubes, were of a
2 particular standard, quality or grade, when they are of another; and
3 c. Cal. Civ. Code § 1770(a)(9): Defendants advertised the Class
4 Refrigerators, including their component Drain Tubes, with intent
5 not to sell them as advertised.

6 151. Plaintiff and Class Members have suffered injury-in-fact and actual
7 damages resulting from Defendants' material omissions and misrepresentations
8 because had they known that the Class Refrigerators were equipped with defective
9 Drain Tubes, they would not have purchased the Class Refrigerators or would have
10 paid less for them. Additionally, Defendants purposefully withheld this
11 information in a calculated attempt to "run out the clock" on its obligations under
12 Defendants' one-year limited warranty. Defendants knew the Drain Tubes were
13 defective during "Year One," and did not inform consumers of the defect, leaving
14 consumers to fend for themselves in diagnosing and remedying the problem.

15 152. Defendants knew, should have known, or were reckless in not
16 knowing of the defective design and/or manufacture of the Drain Tubes, and that
17 the Class Refrigerators were not suitable for their intended use because of the
18 defective Drain Tubes.

19 153. The facts concealed and omitted by Defendants to Plaintiff and Class
20 members are material in that a reasonable consumer would have considered them
21 to be important in deciding whether to purchase the Class Refrigerators or pay a
22 lower price.

23 154. Defendants were served with notice of its violations of the CLRA
24 pursuant to Cal. Civ. Code § 1782(a) concurrently with the filing of this complaint.

25 155. Plaintiff's and Class Members' injuries were proximately caused by
26 Defendants' fraudulent and deceptive business practices.

27 156. Therefore, Plaintiff and Class Members are entitled to equitable and
28 monetary relief under the CLRA.

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PRAYER FOR RELIEF

Wherefore, Plaintiff and the Class respectfully request the following and pray for judgment as follows:

- 1. For a declaration that this lawsuit may properly be maintained as a class action and certifying the Class claims herein;
- 2. For general damages according to proof;
- 3. For special damages according to proof;
- 4. For restitution in amounts according to proof;
- 5. For injunctive relief;
- 6. For any other available penalties for each illegal or fraudulent business act or practice;
- 7. For costs and expenses of suit incurred herein, including investigative costs;
- 8. For attorneys’ fees;
- 9. For punitive damages;
- 10. For prejudgment and post-judgment interest; and
- 11. For such other and further relief as is proper and just.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the Class, hereby demands a jury trial for all issues so triable.

Dated: July 8, 2016

KASDAN LIPPSMITH WEBER TURNER LLP

By: /s/ Graham B. LippSmith
GRAHAM B. LIPPSMITH
Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2016, I electronically filed the **SECOND AMENDED COMPLAINT** 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

EXHIBIT 1

MAYTAG® MAJOR APPLIANCE WARRANTY

LIMITED WARRANTY

For one year from the date of purchase, when this major appliance is operated and maintained according to instructions attached to or furnished with the product, Maytag brand of Whirlpool Corporation or Whirlpool Canada LP (hereafter "Maytag") will pay for factory specified parts and repair labor to correct defects in materials or workmanship that existed when this major appliance was purchased. Service must be provided by a Maytag designated service company. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. This limited warranty is valid only in the United States or Canada and applies only when the major appliance is used in the country in which it was purchased. Proof of original purchase date is required to obtain service under this limited warranty.

ITEMS EXCLUDED FROM WARRANTY

This limited warranty does not cover:

1. Replacement parts or repair labor if this major appliance is used for other than normal, single-family household use or when it is used in a manner that is inconsistent to published user or operator instructions and/or installation instructions.
2. Service calls to correct the installation of your major appliance, to instruct you on how to use your major appliance, to replace or repair house fuses, or to correct house wiring or plumbing.
3. Service calls to repair or replace appliance light bulbs, air filters or water filters. Consumable parts are excluded from warranty coverage.
4. Damage resulting from accident, alteration, misuse, abuse, fire, flood, acts of God, improper installation, installation not in accordance with electrical or plumbing codes, or use of products not approved by Maytag.
5. Cosmetic damage, including scratches, dents, chips or other damage to the finish of your major appliance, unless such damage results from defects in materials or workmanship and is reported to Maytag within 30 days from the date of purchase.
6. Any food or medicine loss due to refrigerator or freezer product failures.
7. Pickup and delivery. This major appliance is intended to be repaired in your home.
8. Repairs to parts or systems resulting from unauthorized modifications made to the appliance.
9. Expenses for travel and transportation for product service if your major appliance is located in a remote area where service by an authorized Maytag servicer is not available.
10. The removal and reinstallation of your major appliance if it is installed in an inaccessible location or is not installed in accordance with Maytag's published installation instructions.
11. Replacement parts or repair labor on major appliances with original model/serial numbers that have been removed, altered or cannot be easily determined.
12. Discoloration, rust, or oxidation of stainless steel surfaces.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. Some states and provinces do not allow limitations on the duration of implied warranties of merchantability or fitness, so this limitation may not apply to you. This warranty gives you specific legal rights, and you also may have other rights that vary from state to state or province to province.

LIMITATION OF REMEDIES; EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. MAYTAG SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you also may have other rights that vary from state to state or province to province.

If outside the 50 United States and Canada, contact your authorized Maytag dealer to determine if another warranty applies. 6/08

For additional product information, in the U.S.A., visit www.maytag.com

In Canada, visit www.maytag.ca

If you do not have access to the Internet and you need assistance using your product or you would like to schedule service, you may contact Maytag at the number below.

Have your complete model number ready. You can find your model number and serial number on the label, located on the inside wall of the refrigerator compartment.

For assistance or service in the U.S.A., call 1-800-688-9900. In Canada, call 1-800-807-6777.

If you need further assistance, you can write to Maytag with any questions or concerns at the address below:

In the U.S.A.:

Maytag Brand Home Appliances
Customer eXperience Center
553 Benson Road
Benton Harbor, MI 49022-2692

In Canada:

Maytag Brand Home Appliances
Customer eXperience Centre
200 - 6750 Century Ave.
Mississauga, Ontario L5N 0B7

Please include a daytime phone number in your correspondence.

Please keep these User Instructions and the model number information for future reference.

GARANTÍA DE LOS ELECTRODOMÉSTICOS PRINCIPALES DE MAYTAG®

GARANTÍA LIMITADA

Durante un año a partir de la fecha de compra, siempre y cuando se dé a este electrodoméstico principal un uso y mantenimiento de conformidad con las instrucciones adjuntas o provistas con el producto, la marca Maytag de Whirlpool Corporation o Whirlpool Canada LP (en lo sucesivo denominado "Maytag"), se hará cargo del costo de las piezas especificadas de fábrica y del trabajo de reparación para corregir defectos en los materiales o en la mano de obra, existentes en el momento de la compra de este electrodoméstico principal. El servicio deberá ser suministrado por una compañía de servicio designada por Maytag. **SU ÚNICO Y EXCLUSIVO RECURSO SEGÚN LOS TÉRMINOS DE ESTA GARANTÍA LIMITADA SERÁ EL DE REPARAR EL PRODUCTO SEGÚN SE ESTIPULA EN LA PRESENTE.** Esta garantía limitada es válida solamente en Estados Unidos o en Canadá, y se aplica solamente cuando el electrodoméstico principal se use en el país en el que se ha comprado. Se requiere una prueba de la fecha de compra original para obtener servicio bajo esta garantía limitada.

EXCLUSIONES DE LA GARANTÍA

Esta garantía limitada no cubre:

1. Piezas de repuesto o mano de obra si este electrodoméstico principal se usa de un modo diferente al doméstico normal de una familia, o cuando se use de un modo contrario a las instrucciones publicadas para el usuario u operador y/o las instrucciones de instalación.
2. Visitas de servicio técnico para corregir la instalación de su electrodoméstico principal, para enseñarle a usar su electrodoméstico principal, para cambiar o reparar fusibles domésticos o para corregir la instalación eléctrica o de la tubería de la casa.
3. Visitas de servicio técnico para reparar o reemplazar focos para electrodomésticos, filtros de aire o filtros de agua. Las piezas de consumo están excluidas de la cobertura de la garantía.
4. Daños causados por accidente, alteración, uso indebido, abuso, incendio, inundación, actos fortuitos, instalación incorrecta, instalación que no esté de acuerdo con los códigos eléctricos o de plomería, o el empleo de productos no aprobados por Maytag.
5. Daños estéticos, incluyendo rayaduras, abolladuras, desportilladuras u otro daño al acabado de su electrodoméstico principal, a menos que el mismo sea debido a defectos en los materiales o la mano de obra y se le informe a Maytag en un lapso de 30 días a partir de la fecha de compra.
6. Cualquier pérdida de comida o medicamentos debido a fallas del refrigerador o del congelador.
7. Recogida y entrega. Este electrodoméstico principal se ha destinado para ser reparado en el hogar.
8. Reparaciones de piezas o sistemas como resultado de modificaciones no autorizadas que se hayan efectuado en el electrodoméstico.
9. Gastos de viaje y transporte para obtener servicio para el producto, si su electrodoméstico principal está ubicado en un lugar remoto en el cual no haya disponible un técnico de servicio autorizado por Maytag.
10. La remoción y reinstalación de su electrodoméstico principal, si estuviera instalado en un lugar inaccesible o si no estuviera instalado de conformidad con las instrucciones de instalación publicadas por Maytag.
11. Piezas de repuesto o mano de obra en electrodomésticos principales con números de modelo/serie originales que se hayan removido, alterado o que no puedan ser identificados con facilidad.
12. Decoloración, herrumbre u oxidación de las superficies de acero inoxidable.

EXCLUSIÓN DE GARANTÍAS IMPLÍCITAS

LAS GARANTÍAS IMPLÍCITAS, INCLUYENDO CUALQUIER GARANTÍA IMPLÍCITA DE COMERCIABILIDAD O GARANTÍA IMPLÍCITA DE CAPACIDAD PARA UN PROPÓSITO PARTICULAR, SERÁN LIMITADAS A UN AÑO O AL PERÍODO MÁS CORTO PERMITIDO POR LEY. Algunos estados y provincias no permiten la limitación de la duración de garantías implícitas de comerciabilidad o aptitud, de modo que la limitación arriba indicada quizás no le corresponda. Esta garantía le otorga derechos legales específicos, y es posible que usted tenga también otros derechos que varían de un estado a otro o de una provincia a otra.

LIMITACIÓN DE RECURSOS; EXCLUSIÓN DE DAÑOS INCIDENTALES O CONSECUENTES

SU ÚNICO Y EXCLUSIVO RECURSO SEGÚN LOS TÉRMINOS DE ESTA GARANTÍA LIMITADA SERÁ EL DE REPARAR EL PRODUCTO SEGÚN SE ESTIPULA EN LA PRESENTE. MAYTAG NO SE RESPONSABILIZARÁ POR DAÑOS INCIDENTALES O CONSECUENTES. Algunos estados y provincias no permiten la exclusión o limitación de daños incidentales o consecuentes, de modo que estas limitaciones y exclusiones quizás no le correspondan. Esta garantía le otorga derechos legales específicos, y es posible que usted tenga también otros derechos que varían de un estado a otro o de una provincia a otra.

Si usted se encuentra fuera de los cincuenta Estados Unidos y Canadá, póngase en contacto con su distribuidor autorizado de Maytag para determinar si corresponde otra garantía.

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Para obtener información adicional acerca de su producto, en EE.UU. visite **www.maytag.com**
En Canadá, visite **www.maytag.ca**

Si usted no tiene acceso a internet y necesita ayuda para usar su producto, o si quisiera hacer una cita para obtener servicio, puede ponerse en contacto con Maytag, en el número que se indica a continuación.

Tenga listo su número de modelo completo. Puede encontrar el número de modelo y de serie en la etiqueta ubicada en la pared interior del compartimiento del refrigerador.

Si necesita ayuda o servicio técnico, en EE.UU., llame al 1-800-688-9900. En Canadá, llame al 1-800-807-6777.

Si necesita asistencia adicional, puede escribir a Maytag con sus preguntas o dudas a la dirección que aparece a continuación:

En los EE.UU.:

Maytag Brand Home Appliances
Customer eXperience Center
553 Benson Road
Benton Harbor, MI 49022-2692

En Canadá:

Maytag Brand Home Appliances
Customer eXperience Centre
200 – 6750 Century Ave.
Mississauga, Ontario L5N 0B7

Por favor incluya en su correspondencia un número de teléfono en el que se le pueda localizar durante el día.

Sírvase guardar estas Instrucciones para el usuario y la información con el número de modelo, para referencia futura.

GARANTIE DE GROS APPAREIL MÉNAGER MAYTAG®

GARANTIE LIMITÉE

Pendant un an à compter de la date d'achat, lorsque ce gros appareil ménager est utilisé et entretenu conformément aux instructions jointes à ou fournies avec le produit, Maytag, marque de Whirlpool Corporation ou Whirlpool Canada LP (ci-après désignées "Maytag") paiera pour les pièces spécifiées par l'usine et la main-d'œuvre pour corriger les vices de matériaux ou de fabrication qui existaient déjà lorsque ce gros appareil ménager a été acheté. Le service doit être fourni par une compagnie de service désignée par Maytag. LE SEUL ET EXCLUSIF RECOURS DU CLIENT DANS LE CADRE DE LA PRÉSENTE GARANTIE LIMITÉE CONSISTE EN LA RÉPARATION PRÉVUE CI-DESSUS. Cette garantie limitée est valide uniquement aux États-Unis ou au Canada et s'applique exclusivement lorsque le gros appareil ménager est utilisé dans le pays où il a été acheté. Une preuve de la date d'achat d'origine est exigée pour obtenir un service dans le cadre de la présente garantie limitée.

ÉLÉMENTS EXCLUS DE LA GARANTIE

La présente garantie limitée ne couvre pas :

1. Les pièces de rechange ou la main-d'œuvre lorsque ce gros appareil ménager est utilisé à des fins autres que l'usage domestique unifamilial normal ou lorsque les instructions d'installation et/ou les instructions de l'opérateur ou de l'utilisateur fournies ne sont pas respectées.
2. Les visites de service pour rectifier l'installation du gros appareil ménager, montrer à l'utilisateur comment utiliser le gros appareil ménager, remplacer ou réparer des fusibles du domicile ou rectifier le câblage ou la plomberie du domicile.
3. Les visites de service pour réparer ou remplacer les ampoules électriques, les filtres à air ou les filtres à eau de l'appareil. Les pièces consommables ne sont pas couvertes par la garantie.
4. Les dommages imputables à : accident, modification, usage impropre ou abusif, incendie, inondation, actes de Dieu, installation fautive ou installation non conforme aux codes d'électricité ou de plomberie, ou l'utilisation de produits non approuvés par Maytag.
5. Les défauts d'apparence, notamment les éraflures, traces de choc, fissures ou tout autre dommage subi par le fini du gros appareil ménager, à moins que ces dommages ne résultent de vices de matériaux ou de fabrication et ne soient signalés à Maytag dans les 30 jours suivant la date d'achat.
6. Toute perte d'aliments ou de médicaments due à une défaillance du réfrigérateur ou du congélateur.
7. Le ramassage et la livraison. Ce gros appareil ménager est conçu pour être réparé à domicile.
8. Les réparations aux pièces ou systèmes résultant d'une modification non autorisée faite à l'appareil.
9. Les frais de déplacement et de transport pour le service du produit si votre gros appareil ménager est situé dans une région éloignée où un fournisseur de services d'entretien ou de réparation Maytag autorisé n'est pas disponible.
10. La dépose et la réinstallation de votre gros appareil ménager si celui-ci est installé dans un endroit inaccessible ou n'est pas installé conformément aux instructions d'installation fournies par Maytag.
11. Les pièces de rechange ou la main-d'œuvre pour les gros appareils ménagers dont les numéros de modèle/de série ont été enlevés, modifiés ou ne peuvent pas être facilement identifiés.
12. La décoloration ou l'oxydation des surfaces en acier inoxydable ou encore l'apparition de rouille sur ces surfaces.

CLAUSE D'EXONÉRATION DE RESPONSABILITÉ AU TITRE DES GARANTIES IMPLICITES

LES GARANTIES IMPLICITES, Y COMPRIS LES GARANTIES APPLICABLES DE QUALITÉ MARCHANDE OU D'APTITUDE À UN USAGE PARTICULIER, SONT LIMITÉES À UN AN OU À LA PLUS COURTE PÉRIODE AUTORISÉE PAR LA LOI. Certains États et provinces ne permettent pas de limitation sur la durée d'une garantie implicite de qualité marchande ou d'aptitude à un usage particulier, de sorte que la limitation ci-dessus peut ne pas être applicable dans votre cas. Cette garantie vous confère des droits juridiques spécifiques, et vous pouvez également jouir d'autres droits qui peuvent varier d'une juridiction à l'autre.

LIMITATION DES RECOURS; EXCLUSION DES DOMMAGES FORTUITS OU INDIRECTS

LE SEUL ET EXCLUSIF RECOURS DU CLIENT DANS LE CADRE DE LA PRÉSENTE GARANTIE LIMITÉE CONSISTE EN LA RÉPARATION PRÉVUE CI-DESSUS. MAYTAG N'ASSUME AUCUNE RESPONSABILITÉ POUR LES DOMMAGES FORTUITS OU INDIRECTS. Certains États et certaines provinces ne permettent pas l'exclusion ou la limitation des dommages fortuits ou indirects, de sorte que ces limitations et exclusions peuvent ne pas être applicables dans votre cas. Cette garantie vous confère des droits juridiques spécifiques, et vous pouvez également jouir d'autres droits qui peuvent varier d'une juridiction à l'autre.

Si vous résidez à l'extérieur des 50 États des États-Unis et du Canada, contactez votre marchand Maytag autorisé pour déterminer si une autre garantie s'applique.

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Pour des informations supplémentaires sur le produit, aux É.-U., visiter www.maytag.com.

Au Canada, visiter www.maytag.ca.

Si vous n'avez pas accès à Internet et que vous nécessitez une assistance pendant l'utilisation du produit ou que vous souhaitez prendre un rendez-vous, vous pouvez contacter Maytag au numéro ci-dessous.

Ayez votre numéro de modèle à disposition. Vous pouvez trouver vos numéros de modèle et de série sur la plaque située sur la paroi interne du compartiment de réfrigération.

Pour assistance ou service aux É.-U., composez le 1-800-688-9900. Au Canada, composez le 1-800-807-6777.

Si vous avez besoin de plus d'assistance, vous pouvez écrire à Maytag en soumettant toute question ou problème à l'adresse suivante :

Aux États-Unis :

Maytag Brand Home Appliances
Customer eXperience Center
553 Benson Road
Benton Harbor, MI 49022-2692

Au Canada :

Maytag Brand Home Appliances
Centre d'eXpérience à la clientèle
200 – 6750 Century Ave.
Mississauga, Ontario L5N 0B7

Dans votre correspondance, veuillez indiquer un numéro de téléphone où l'on peut vous joindre dans la journée.

Veuillez conserver le manuel de l'utilisateur et le numéro de modèle pour référence ultérieure.

W10366207A
EN/FR PN W10366206A

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EXHIBIT 2

TECHNICAL SERVICE POINTER

For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A

November, 2013

Supersedes W10632338

Refrigeration Products

Action Required: Informational/Mandatory

Brands Affected



Amana, Jenn-Air, KitchenAid, Maytag And Whirlpool Refrigerators

Models:

See attached pages.

Serial Numbers: Prior to K333

Concern:

Ice build up on bottom of freezer.
Defrost water does not drain.
Duck bill check valve plugged.

Correction:

A "P Trap" drain tube kit is now available for the models listed on the attached sheets. If the new design "P Trap", see figure 1, has not already been installed, Order and install kit part number W10619951. Follow the detailed instructions supplied with the kit including:
Defrost the evaporator and drip pan completely.
Clean the drip pan drain tube.

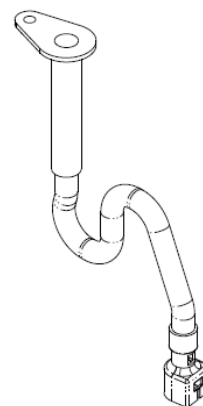


Figure 1

Note: Whirlpool will pay for repair parts and labor to perform this repair up to 2 years from the Date of Purchase. Whirlpool will supply repair parts through the normal Parts distribution channel at no cost to the consumer for this repair on all units that are beyond 2 years from the date of purchase. Charge the repair parts and labor related to this repair to Special project S38211 utilizing the current warranty billing system.

ALL POINTERS ONLINE:
<https://www.servicematters.com/>

To receive pointers by email, or to edit or delete a current email address, go to <https://www.servicebench.com/>

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TECHNICAL SERVICE POINTER

For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A

November, 2013

Supersedes W10632338

Refrigeration Products

Action Required: Informational/Mandatory

MBB1953XEW0, MBB1953XEW1, MBB1953XEW2, MBB1953XEW3, MBB1957VEB1, MBB1957VEB2, MBB1957VEW1, MBB1957VEW2, MBB1957WEB0, MBB1957WEB1, MBB1957WEB2, MBB1957WEB3, MBB1957WEW0, MBB1957WEW1, MBB1957WEW2, MBB1957WEW3, MBF1952VEW1, MBF1953YEB0, MBF1953YEB2, MBF1953YEB3, MBF1953YEB4, MBF1953YEW0, MBF1953YEW2, MBF1953YEW3, MBF1953YEW4, MBF1956KEB2, MBF1956KEB3, MBF1956KEB4, MBF1956KEQ2, MBF1956KEQ3, MBF1956KEQ4, MBF1956KEW2, MBF1956KEW3, MBF1956KEW4, MBF1958WEB0, MBF1958XEB5, MBF1958XES5, MBF1958XEW5, MBF2256KEB2, MBF2256KEB3, MBF2256KEQ2, MBF2256KEQ3, MBF2256KEW2, MBF2256KEW3, MBF2258WEB0, MBF2258WEB1, MBF2258WES0, MBF2258WES1, MBF2258WES2, MBF2258WES3, MBF2258WEW0, MBF2258WEW1, MBF2258XEB0, MBF2258XEB1, MBF2258XEB3, MBF2258XEB4, MBF2258XEB5, MBF2258XEQ0, MBF2258XEQ1, MBF2258XEW0, MBF2258XEW1, MBF2258XEW3, MBF2258XEW4, MBF2258XEW5, MBF2556KEB3, MBF2556KEQ3, MBF2556KEW3, MBL1953XES3, MBL1956KES6, MBL1956KES7, MBL1957VES1, MBL1957VES2, MBL1957VES3, MBL1957VES4, MBL1957VES5, MBL1957WES0, MBL1957WES1, MBL1957WES2, MBL1957WES3, MBL2256KES3, MBL2256KES4, MBL2256KES6, MBL2258XES0, MBL2258XES1, MBL2258XES3, MBL2258XES4, MBL2258XES5, MBL2556KES4, MBL2556KES5, MBR1952KES3, MBR1953WES1, MBR1953WES2, MBR1953WES3, MBR1953WES4, MBR1953XES0, MBR1953XES1, MBR1953XES2, MBR1953XES3, MBR1953YES0, MBR1953YES2, MBR1953YES3, MBR1953YES4, MBR1956KES3, MBR1956KES4, MBR1956KES5, MBR1956KES6, MBR1956KES7, MBR1957VES1, MBR1957VES2, MBR1957VES3, MBR1957VES4, MBR1957VES5, MBR1957WES0, MBR1957WES1, MBR1957WES2, MBR1957WES3, MBR2256KES3, MBR2256KES4, MBR2256KES6, MBR2258XES0, MBR2258XES1, MBR2258XES3, MBR2258XES4, MBR2258XES5, MBR2556KES4, MBR2556KES5, MFC2061HEB4, MFC2061HEB5, MFC2061HEW4, MFC2061HEW5, MFC2061KES10, MFC2061KES14, MFC2061KES3, MFC2061KES4, MFC2061KES5, MFC2061KES6, MFC2061KES7, MFC2061KES8, MFC2061KES9, MFD2562VEA1, MFD2562VEA2, MFD2562VEB1, MFD2562VEB3, MFD2562VEB4, MFD2562VEB5, MFD2562VEB6, MFD2562VEB9, MFD2562VEM1, MFD2562VEM11, MFD2562VEM2, MFD2562VEM3, MFD2562VEM4, MFD2562VEM5, MFD2562VEM6, MFD2562VEM7, MFD2562VEM8, MFD2562VEM9, MFD2562VEW1, MFD2562VEW2, MFD2562VEW3, MFD2562VEW4, MFD2562VEW5, MFD2562VEW6, MFD2562VEW8, MFF2258VEA10, MFF2258VEA2, MFF2258VEB10, MFF2258VEB2, MFF2258VEB3, MFF2258VEB4, MFF2258VEB5, MFF2258VEB6, MFF2258VEB7, MFF2258VEB8, MFF2258VEM2, MFF2258VEM3, MFF2258VEM4, MFF2258VEM5, MFF2258VEM6, MFF2258VEM7, MFF2258VEM8, MFF2258VEM9, MFF2258VEW10, MFF2258VEW2, MFF2258VEW3, MFF2258VEW4, MFF2258VEW5, MFF2258VEW6, MFF2258VEW7, MFF2558VEA1, MFF2558VEA2, MFF2558VEB1, MFF2558VEB3, MFF2558VEB4, MFF2558VEB5, MFF2558VEB6, MFF2558VEB7, MFF2558VEB8, MFF2558VEM1, MFF2558VEM10, MFF2558VEM2, MFF2558VEM3, MFF2558VEM4, MFF2558VEM5, MFF2558VEM6, MFF2558VEM9, MFF2558VEQ1, MFF2558VEQ2, MFF2558VEW1, MFF2558VEW2, MFF2558VEW3, MFF2558VEW4, MFF2558VEW5, MFF2558VEW6, MFF2558VEW7, MFI2067AEB4, MFI2067AEB5, MFI2067AEQ4, MFI2067AES10, MFI2067AES11, MFI2067AES4, MFI2067AES5, MFI2067AES6, MFI2067AES7, MFI2067AES8, MFI2067AES9, MFI2067AEW4, MFI2269VEA1, MFI2269VEB1, MFI2269VEB2, MFI2269VEB3, MFI2269VEB4, MFI2269VEB5, MFI2269VEB6, MFI2269VEB7, MFI2269VEB8, MFI2269VEB9, MFI2269VEM1, MFI2269VEM11, MFI2269VEM2, MFI2269VEM3, MFI2269VEM4, MFI2269VEM5, MFI2269VEM6, MFI2269VEM7, MFI2269VEM8, MFI2269VEM9, MFI2269VEQ1, MFI2269VEQ2, MFI2269VEQ3, MFI2269VEQ4, MFI2269VEQ5, MFI2269VEQ7, MFI2269VEQ8, MFI2269VEW1, MFI2269VEW2, MFI2269VEW3, MFI2269VEW4, MFI2269VEW5, MFI2269VEW7, MFI2269VEW8, MFI2569VEA1, MFI2569VEA2, MFI2569VEB1, MFI2569VEB2, MFI2569VEB3, MFI2569VEB4, MFI2569VEM1, MFI2569VEM2, MFI2569VEM3, MFI2569VEM4, MFI2569VEQ1, MFI2569VEQ2, MFI2569VEW1, MFI2569VEW2, MFI2569YEB0, MFI2569YEB1, MFI2569YEB2, MFI2569YEM0, MFI2569YEM1, MFI2569YEM2, MFI2569YEW0, MFI2569YEW1, MFI2569YEW2, MFI2665XEB0, MFI2665XEB1, MFI2665XEB2, MFI2665XEB3, MFI2665XEB4, MFI2665XEB5, MFI2665XEB6, MFI2665XEB7, MFI2665XEM0, MFI2665XEM1, MFI2665XEM2, MFI2665XEM3, MFI2665XEM4, MFI2665XEM5, MFI2665XEM6, MFI2665XEM7, MFI2665XEM8, MFI2665XEW0, MFI2665XEW1, MFI2665XEW2, MFI2665XEW3, MFI2665XEW4, MFI2665XEW5, MFI2665XEW6, MFI2665XEW7, MFI2670XEB0, MFI2670XEB1, MFI2670XEB2, MFI2670XEB3, MFI2670XEB4, MFI2670XEB5, MFI2670XEB6, MFI2670XEB8, MFI2670XEB9, MFI2670XEM0, MFI2670XEM1, MFI2670XEM10, MFI2670XEM2, MFI2670XEM3, MFI2670XEM4, MFI2670XEM5, MFI2670XEM6, MFI2670XEM7, MFI2670XEM9, MFI2670XEW0, MFI2670XEW1, MFI2670XEW2, MFI2670XEW3, MFI2670XEW4, MFI2670XEW5, MFI2670XEW6, MFI2670XEW8, MFI2670XEW9, MFT2771WEB0, MFT2771WEB1, MFT2771WEM0, MFT2771WEM1, MFT2771WEM2, MFT2771WEM3, MFT2771WEW0, MFT2771WEW1, MFT2771XEB0, MFT2771XEB1, MFT2771XEM0, MFT2771XEM1, MFT2771XEW0, MFT2771XEW1, MFX2570AEB0, MFX2570AEB3, MFX2570AEB4, MFX2570AEB5, MFX2570AEM0, MFX2570AEM3, MFX2570AEM4, MFX2570AEM5, MFX2570AEW0, MFX2570AEW3, MFX2570AEW4, MFX2570AEW5, MFX2570XEB0, MFX2571XEB0, MFX2571XEB1, WRX735SDBM00

BULLETIN TECHNIQUE D'INSTALLATION

Bulletin technique n° W10632338A
Remplace W10632338
Action : À titre informatif/obligatoire
Date de publication : Octobre 2013

Novembre 2013
 Produits de réfrigération

Marques concernées



Réfrigérateurs Jenn-Air, KitchenAid, Maytag et Whirlpool

Modèles :

Voir pages jointes.

Numéros de série antérieurs à K333

Problème :

Accumulation de glace au fond du congélateur.
L'eau de dégivrage ne s'écoule pas.
Clapet anti-retour à "bec de canard" bouché.

Correction :

Un ensemble de tuyau de vidange avec siphon est désormais disponible pour les modèles recensés dans les pages jointes. Si la nouvelle conception avec siphon (voir figure 1) n'est pas installée, commander et installer la référence de l'ensemble W10619951. Suivre les instructions d'installation détaillées fournies avec l'ensemble, incluant :
Dégivrer entièrement l'évaporateur et le plateau d'égouttement.
Nettoyer le tube de vidange du plateau d'égouttement.

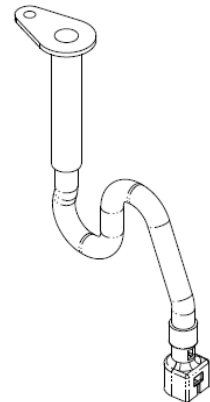


Figure 1

Remarque : Whirlpool prendra en charge les frais des pièces de rechange et de la main-d'œuvre de réparation pendant 2 ans maximum à compter de la date d'achat. Whirlpool fournira gratuitement les pièces de rechange par le canal de distribution des pièces détachées normal pour la réparation de tous les appareils ayant été achetés il y a plus de 2 ans. Facturer les pièces de rechange et la main-d'œuvre de cette réparation sur le code de projet spécial S38211, en utilisant le système de facturation de garantie actuel.

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BULLETIN TECHNIQUE D'INSTALLATION

Bulletin technique n° W10632338A
Remplace W10632338
Action : À titre informatif/obligatoire
Date de publication : Octobre 2013

Novembre 2013
 Produits de réfrigération

Models/ Modèles / Modelos :

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**BULLETIN
TECHNIQUE
D'INSTALLATION**

Bulletin technique n° W10632338A
Remplace W10632338
Action : À titre informatif/obligatoire
Date de publication : Octobre 2013

Novembre 2013
 Produits de réfrigération

JBL2088WEM0, JBL2088WEM1, JBL2286KES3, JBR2088HES4, JBR2088HES5, JBR2088WEM0, JBR2088WEM1, JBR2286KES3, JFC2089HEP4, JFC2089HEP5, JFC2089HEP6, JFC2089HES4, JFC2089HES5, JFC2089HES6, JFC2089HPF3, JFC2089HPF4, JFC2089HPR2, JFC2089HPR3, JFC2089HPY3, JFC2089HPY4, JFC2089HTB3, JFC2089HTB4, JFC2089HTW3, JFC2089HTW4, JFC2089WEM0, JFC2089WEM1, JFC2089WEM11, JFC2089WEM2, JFC2089WEM3, JFC2089WEM4, JFC2089WEM5, JFC2089WEM6, JFC2089WEM7, JFC2089WEM9, JFC2089WEP0, JFC2089WEP1, JFC2089WEP11, JFC2089WEP2, JFC2089WEP3, JFC2089WEP4, JFC2089WEP5, JFC2089WEP6, JFC2089WEP7, JFC2089WEP9, JFC2089WTB0, JFC2089WTB1, JFC2089WTB2, JFC2089WTB3, JFC2089WTB4, JFC2089WTB5, JFC2089WTB7, JFC2089WTB9, JFC2089WTW0, JFC2089WTW1, JFC2089WTW2, JFC2290VEM1, JFC2290VEM2, JFC2290VEM3, JFC2290VEM4, JFC2290VEM5, JFC2290VEM6, JFC2290VEM7, JFC2290VEM8, JFC2290VEP1, JFC2290VEP2, JFC2290VEP3, JFC2290VEP4, JFC2290VEP5, JFC2290VEP6, JFC2290VEP7, JFC2290VEP8, JFC2290VPP1, JFC2290VPP2, JFC2290VPP3, JFC2290VPP4, JFC2290VPP5, 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BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

Boletín de servicio técnico N°: W10632338A

Reemplaza a W10632338

Acción requerida: Informativo/obligatorio

Fecha de publicación: Octubre de 2013

Noviembre de 2013

Productos de refrigeración

Marcas afectadas



Refrigeradores Amana, Jenn-Air, KitchenAid, Maytag y Whirlpool

Modelos:

Ver hojas adjuntas.

Números de serie anteriores a K333

Queja:

Se acumula hielo en la parte inferior del congelador.

El agua de la descongelación no desagua.

La válvula de retención pico de pato está obstruida.

Corrección:

Actualmente, está disponible un juego de tubo de desagüe para "trampa P" para los modelos enumerados en las hojas adjuntas. Si el nuevo diseño de "trampa P", ver figura 1, aún no se ha instalado, ordene e instale el juego pieza número W10619951. Siga las instrucciones detalladas provistas con el juego, y además:

Descongele el evaporador y la bandeja de desagüe en forma total.

Limpie el tubo de desagüe de la bandeja de desagüe.

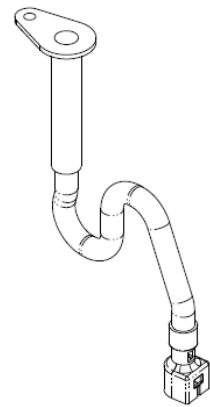


Figura 1

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<https://www.servicematters.com/>

Para recibir boletines por correo electrónico o para editar o borrar una dirección de correo electrónico usada actualmente, visite
<https://www.servicebench.com/>

Nota: Whirlpool pagará por las piezas de reparación y la mano de obra requerida para reparar refrigeradores de hasta 2 años a partir de la Fecha de Compra. Whirlpool proporcionará piezas de reparación sin cargo a través del canal normal de distribución de piezas para reparar todas las unidades que tengan más de 2 años a partir de la fecha de compra. Cargue las piezas de reparación y la mano de obra vinculada a esta reparación bajo el Código de Proyecto Especial S38211 utilizando el sistema actual de facturación de la garantía.

BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

Boletín de servicio técnico N°: W10632338A

Reemplaza a W10632338

Acción requerida: Informativo/obligatorio

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Productos de refrigeración

Models/ Modèles / Modelos :

5GBB19PRYA0, 5GBB19PRYW0, 5GFC20PRAA00, 5GFC20PRAW00, 5GFF25PRYA0, 5GFF25PRYW0, 5GI6FARAF000, 5GI6FARAF001, 5GX0FHTXAF01, 5KBFS20EAX01, 5KRFX9000M00, 5MFI267AA000, 5MFI267AA001, 5MFX257AA000, 5MFX257AA001, 5VGI6FARAF00, 5VGI6FARAF01, 5VMFI267AA00, 5VMFI267AA01, 5VMFX257AA00, 5VMFX257AA01, 7MI2569VEM1, 7MI2569VEM2, 7MI2569VEM3, 7MI2569VEM4, AB1924PEKB3, AB1924PEKB4, AB1924PEKB5, AB1924PEKS4, AB1924PEKS5, AB1924PEKS6, AB1924PEKS7, AB1924PEKS8, AB1924PEKW3, AB1924PEKW4, AB1924PEKW5, AB2225PEKB3, AB2225PEKB4, AB2225PEKB5, AB2225PEKS4, AB2225PEKS5, AB2225PEKS6, AB2225PEKS7, AB2225PEKS8, AB2225PEKW3, AB2225PEKW4, AB2225PEKW5, AB2526PEKW3, AB2526PEKW4, ABB1921DEW15, ABB1921DEW6, ABB1921FEB12, ABB1921WEW0, ABB1921WEW1, ABB1921WEW2, ABB1921WEW3, ABB1922FEB2, ABB1922FEB3, ABB1922FED1, ABB1922FED2, ABB1922FEQ2, ABB1922FEQ3, ABB1922FEW2, ABB1922FEW3, ABB1924WEB0, ABB1924WEB1, ABB1924WEB2, ABB1924WEB3, ABB1924WED0, ABB1924WED1, ABB1924WEQ0, ABB1924WEQ1, ABB1924WES0, ABB1924WES1, ABB1924WES2, ABB1924WES3, ABB1924WEW0, ABB1924WEW1, ABB1924WEW2, ABB1924WEW3, ABB1927VEB2, ABB1927VEW2, ABB192ZDEB5, ABB192ZDEB6, ABB192ZDEW5, ABB192ZDEW6, ABB192ZWEB0, ABB192ZWEB1, ABB192ZWEW0, ABB192ZWEW1, ABB2221FEB2, ABB2221FEB3, ABB2221FEW2, ABB2221FEW3, ABB2221WEB0, ABB2221WEB1, ABB2221WEW0, ABB2221WEW1, ABB2222FEB2, ABB2222FEB3, ABB2222FED1, ABB2222FED2, ABB2222FEQ2, ABB2222FEQ3, ABB2222FEW2, ABB2222FEW3, ABB2224WEB0, ABB2224WEB1, ABB2224WEB2, ABB2224WEB3, ABB2224WED0, ABB2224WED1, ABB2224WEQ0, ABB2224WEQ1, ABB2224WES0, ABB2224WES1, ABB2224WES2, ABB2224WES3, ABB2224WEW0, ABB2224WEW1, ABB2224WEW2, ABB2224WEW3, ABB2227VEB1, ABB2227VEB2, ABB2227VEW1, ABB2227VEW2, ABB2522FEB2, ABB2522FEB3, ABB2522FEQ2, ABB2522FEQ3, ABB2522FEW2, ABB2522FEW3, ABL1922FES3, ABL1922FES4, ABL1922FES5, ABL1922FES6, ABL1927VES1, ABL1927VES2, ABL1927VES3, ABL1927VES4, ABL192ZFES3, ABL192ZFES4, ABL192ZFES5, ABL192ZFES6, ABL192ZWES0, ABL192ZWES1, ABL2222FES3, ABL2222FES4, ABL2222FES5, ABL2222FES6, ABL2227VES1, ABL2227VES2, ABL2227VES3, ABL2227VES4, ABR1922FES3, ABR1922FES4, ABR1922FES5, ABR1922FES6, ABR1927VES1, ABR1927VES2, ABR1927VES3, ABR1927VES4, ABR192ZFES3, ABR192ZFES4, ABR192ZFES5, ABR192ZFES6, ABR192ZWES0, ABR192ZWES1, ABR2222FES3, ABR2222FES4, ABR2222FES5, ABR2222FES6, ABR2227VES1, ABR2227VES2, ABR2227VES3, ABR2227VES4, AFB2234WEB0, AFB2234WEB10, AFB2234WEB2, AFD2535DEB11, AFD2535DEW11, AFF2534FES3, AFF2534FES4, AFF2534FES5, AFF2534FES6, AFF2534FES7, AFF2534FES8, AFF2534FEW2, AFF2534FEW3, AFF2534FEW4, AFF2534FEW5, AFI2538AEB4, AFI2538AEB5, AFI2538AEQ4, AFI2538AES4, AFI2538AES5, AFI2538AES6, AFI2538AES7, AFI2538AEW4, AFI2538AEW5, CB19G6W00W5, CB19G6W00W6, CB19G7B00B4, CB19G7B00B5, CB19G7W00W4, CB19G7W00W5, EB9FVBLVS01, EB9FVBLWS01, EB9FVBLWS02, EB9FVBLWS03, EB9FVBLWS04, EB9FVBLWS05, EB9FVBLWS06, EB9FVBRVS01, EB9FVBRWS01, EB9FVBRWS02, EB9FVBRWS03, EB9FVBRWS04, EB9FVBRWS05, EB9FVBRWS06, EB9FVBXVB01, EB9FVBXVQ01, EB9FVBXWB00, EB9FVBXWB01, EB9FVBXWB02, EB9FVBXWQ00, EB9FVBXWQ01, EB9FVBXWQ02, EB9FVBXWQ03, EB9FVHLS01, EB9FVHLS02, EB9FVHLS03, EB9FVHLS04, EB9FVHLS00, EB9FVHLS01, EB9FVHLS02, EB9FVHLS03, EB9FVHRVS01, EB9FVHRVS02, EB9FVHRVS03, EB9FVHRVS04, EB9FVHRVS00, EB9FVHRWS01, EB9FVHRWS02, EB9FVHRWS03, EB9FVHXVB01, EB9FVHXVB02, EB9FVHXVQ01, EB9FVHXVQ02, EB9FVHXWB00, EB9FVHXWB01, EB9FVHXWB02, EB9FVHXWB03, EB9FVHXWQ00, EB9FVHXWQ01, EB9FVHXWQ02, EB9FVHXWQ03, EB9SHKXVQ01, EB9SHKXVQ02, EB9SHKXVQ03, EB9SHKXVQ04, EB9SHKXVQ05, EB9SHKXVQ06, EB9SHKXVQ07, G20EFSB23S8, G20EFSB23S9, G25EFSB23S4, G25EFSB23S5, G25EFSB23S6, G25EFSB23S7, G25EFSB23S8, G25EFSB23S9, G32026PEKS5, G32026PEKS6, G32026PEKS7, G32026PEKS8, G32026PEKS9, G32026PEKW4, G32026PEKW5, G32026PELB4, G32026PELB5, G32027WEKB3, G32027WEKB4, G32526PEKB3, G32526PEKB4, G32526PEKS4, G32526PEKS5, G32526PEKS6, G32526PEKW3, G32526PEKW4, G37025PEAS1, G37025PEAS2, G37025PEAS3, G37025PEAS4, G37025PEAS5, G37025PEAS6, G37025PEAW1, G37025PEAW2, G37025PEAW3, G37026FEAS1, G37026FEAS2, G37026FEAS3, G37026FEAS4, G37026FEAS5, G37026FEAS6, G37026FEAW1, G37026FEAW2, G37026FEAW3, GB1924PEKB3, GB1924PEKB4, GB1924PEKS4, GB1924PEKS5, GB1924PEKS6, GB1924PEKW3, GB2026LEKS4, GB2026LEKS5, GB2026LEKS6, GB2026LEKS7, GB2026LEKS8, GB2026PEKB3, GB2026PEKB4, GB2026PEKB5, GB2026PEKW3, GB2026PEKW4, GB2026PEKW5, GB2026REKS4, GB2026REKS5, GB2026REKS6, GB2026REKS7, GB2026REKS8, GB2225PEKW3, GB2225PEKW4, GB2526LEKS3, GB2526LEKS4, GB2526LEKS5, GB2526LEKS6, GB2526PEKW3, GB2526PEKW4, GB2526REKS3, GB2526REKS4, GB2526REKS5, GB2526REKS6, GB2FHDXWB00, GB2FHDXWB01,

BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

Boletín de servicio técnico N°: W10632338A

Reemplaza a W10632338

Acción requerida: Informativo/obligatorio

Fecha de publicación: Octubre de 2013

Noviembre de 2013

Productos de refrigeración

GB2FHDXWB02, GB2FHDXWB03, GB2FHDXWB04, GB2FHDXWB05, GB2FHDXWB06, GB2FHDXWD00, GB2FHDXWD01, GB2FHDXWD02, GB2FHDXWQ00, GB2FHDXWQ01, GB2FHDXWQ02, GB2FHDXWQ03, GB2FHDXWQ04, GB2FHDXWQ05, GB2FHDXWQ06, GB2FHDXWQ07, GB2FHDXWS00, GB2FHDXWS01, GB2FHDXWS02, GB2FHDXWS03, GB2FHDXWS04, GB2FHDXWS05, GB2FHDXWS06, GB2FHDXWS07, GB2FHDXWS08, GB2SHDXTB02, GB2SHDXTB03, GB2SHDXTD01, GB2SHDXTD02, GB2SHDXTQ02, GB2SHDXTQ03, GB2SHDXTS02, GB2SHDXTS03, GB2SHDXTS04, GB2SHTXTB02, GB2SHTXTB03, GB2SHTXTQ02, GB2SHTXTQ03, GB2SHTXTS02, GB2SHTXTS03, GB2SHTXTS04, GB2SHTXTS05, GB5525PEAS1, GB5525PEAS2, GB5525PEAS3, GB5525PEAS4, GB5525PEAS5, GB5525PEAW1, GB5525PEAW2, GB5525PEAW3, GB5526FEAS1, GB5526FEAS2, GB5526FEAS3, GB5526FEAS4, GB5526FEAS5, GB5526FEAW1, GB5526FEAW2, GB5526FEAW3, GB6525PEAS1, GB6525PEAS2, GB6525PEAS3, GB6525PEAS4, GB6525PEAS5, GB6525PEAW1, GB6525PEAW2, GB6525PEAW3, GB6526FEAS1, GB6526FEAS2, GB6526FEAS3, GB6526FEAS4, GB6526FEAS5, GB6526FEAW1, GB6526FEAW2, GB6526FEAW3, GB9FHDXXB00, GB9FHDXXB01, GB9FHDXXB02, 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BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

Boletín de servicio técnico N°: W10632338A

Reemplaza a W10632338

Acción requerida: Informativo/obligatorio

Fecha de publicación: Octubre de 2013

Noviembre de 2013

Productos de refrigeración

GX5SHTXVY01, GX5SHTXVY02, GZ25FDRXY0, GZ25FSRXY0, GZ25FSRXY1, GZ25FSRXY2, GZ25FSRXY4, GZ25FSRXY5, GZ25FSRXY6, GZ25FSRXY7, ITB19440Q03, IX5HHEXWS01, IX5HHEXWS03, IX5HHEXWS04, IX5HHEXWS05, IX5HHEXWS06, IX5HHEXWS07, IX5HHEXWS08, IX5HHEXWS09, IX5HHEXWS10, JBD2286KEB2, JBD2286KEB3, JBL2088HES4, JBL2088HES5, JBL2088WEM0, JBL2088WEM1, JBL2286KES3, JBR2088HES4, JBR2088HES5, JBR2088WEM0, JBR2088WEM1, JBR2286KES3, JFC2089HEP4, JFC2089HEP5, JFC2089HEP6, JFC2089HES4, JFC2089HES5, JFC2089HES6, JFC2089HHPF3, JFC2089HHPF4, JFC2089HPR2, JFC2089HPR3, JFC2089HPY3, JFC2089HPY4, JFC2089HTB3, JFC2089HTB4, JFC2089HTW3, JFC2089HTW4, JFC2089WEM0, JFC2089WEM1, JFC2089WEM11, JFC2089WEM2, JFC2089WEM3, JFC2089WEM4, JFC2089WEM5, JFC2089WEM6, JFC2089WEM7, JFC2089WEM9, JFC2089WEP0, JFC2089WEP1, JFC2089WEP11, JFC2089WEP2, JFC2089WEP3, JFC2089WEP4, JFC2089WEP5, JFC2089WEP6, JFC2089WEP7, JFC2089WEP9, JFC2089WTB0, JFC2089WTB1, JFC2089WTB2, JFC2089WTB3, JFC2089WTB4, JFC2089WTB5, JFC2089WTB7, JFC2089WTB9, JFC2089WTW0, 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BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

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Productos de refrigeración

KFXS25RYMS2, KFXS25RYMS4, KFXS25RYMS5, KFXS25RYWHO, KFXS25RYWH1, KFXS25RYWH2, KFXS25RYWH4, KFXS25RYWH5, KRFC90100B2, KRFC90100B3, KRFC90100B4, KRFC90100B5, MB2216PUAW2, MBB1952HEB1, MBB1952HEW5, MBB1953WEB0, MBB1953WEB1, MBB1953WEB2, MBB1953WEW0, MBB1953WEW1, MBB1953WEW2, MBB1953XEB0, MBB1953XEB1, MBB1953XEW0, MBB1953XEW1, MBB1953XEW2, MBB1953XEW3, MBB1957VEB1, MBB1957VEB2, MBB1957VEW1, MBB1957VEW2, MBB1957WEB0, MBB1957WEB1, MBB1957WEB2, MBB1957WEB3, MBB1957WEW0, MBB1957WEW1, MBB1957WEW2, MBB1957WEW3, MBF1952VEW1, MBF1953YEB0, MBF1953YEB2, MBF1953YEB3, MBF1953YEB4, MBF1953YEW0, MBF1953YEW2, MBF1953YEW3, MBF1953YEW4, MBF1956KEB2, MBF1956KEB3, MBF1956KEB4, MBF1956KEQ2, MBF1956KEQ3, MBF1956KEQ4, MBF1956KEW2, MBF1956KEW3, MBF1956KEW4, MBF1958WEB0, MBF1958XEB5, MBF1958XES5, MBF1958XEW5, MBF2256KEB2, MBF2256KEB3, MBF2256KEQ2, MBF2256KEQ3, MBF2256KEW2, MBF2256KEW3, MBF2258WEB0, MBF2258WEB1, MBF2258WES0, MBF2258WES1, MBF2258WES2, MBF2258WES3, MBF2258WEW0, MBF2258WEW1, MBF2258XEB0, MBF2258XEB1, MBF2258XEB3, MBF2258XEB4, MBF2258XEB5, MBF2258XEQ0, MBF2258XEQ1, MBF2258XEW0, MBF2258XEW1, MBF2258XEW3, MBF2258XEW4, MBF2258XEW5, MBF2556KEB3, MBF2556KEQ3, MBF2556KEW3, MBL1953XES3, MBL1956KES6, MBL1956KES7, MBL1957VES1, MBL1957VES2, MBL1957VES3, MBL1957VES4, MBL1957VES5, MBL1957WES0, MBL1957WES1, MBL1957WES2, MBL1957WES3, MBL2256KES3, MBL2256KES4, MBL2256KES6, MBL2258XES0, MBL2258XES1, MBL2258XES3, MBL2258XES4, MBL2258XES5, MBL2556KES4, MBL2556KES5, MBR1952KES3, MBR1953WES1, MBR1953WES2, MBR1953WES3, MBR1953WES4, MBR1953XES0, MBR1953XES1, MBR1953XES2, MBR1953XES3, MBR1953YES0, MBR1953YES2, MBR1953YES3, MBR1953YES4, MBR1956KES3, MBR1956KES4, MBR1956KES5, MBR1956KES6, MBR1956KES7, MBR1957VES1, MBR1957VES2, MBR1957VES3, MBR1957VES4, MBR1957VES5, MBR1957WES0, MBR1957WES1, MBR1957WES2, MBR1957WES3, MBR2256KES3, MBR2256KES4, MBR2256KES6, MBR2258XES0, MBR2258XES1, MBR2258XES3, MBR2258XES4, MBR2258XES5, MBR2556KES4, MBR2556KES5, MFC2061HEB4, MFC2061HEB5, MFC2061HEW4, MFC2061HEW5, MFC2061KES10, MFC2061KES14, MFC2061KES3, MFC2061KES4, MFC2061KES5, MFC2061KES6, MFC2061KES7, MFC2061KES8, MFC2061KES9, MFD2562VEA1, MFD2562VEA2, MFD2562VEB1, MFD2562VEB3, MFD2562VEB4, MFD2562VEB5, MFD2562VEB6, MFD2562VEB9, MFD2562VEM1, MFD2562VEM11, MFD2562VEM2, MFD2562VEM3, MFD2562VEM4, MFD2562VEM5, MFD2562VEM6, MFD2562VEM7, MFD2562VEM8, MFD2562VEM9, MFD2562VEW1, MFD2562VEW2, MFD2562VEW3, MFD2562VEW4, MFD2562VEW5, MFD2562VEW6, MFD2562VEW8, MFF2258VEA10, MFF2258VEA2, MFF2258VEB10, MFF2258VEB2, MFF2258VEB3, MFF2258VEB4, MFF2258VEB5, MFF2258VEB6, MFF2258VEB7, MFF2258VEB8, MFF2258VEM2, MFF2258VEM3, MFF2258VEM4, MFF2258VEM5, MFF2258VEM6, MFF2258VEM7, MFF2258VEM8, MFF2258VEM9, MFF2258VEW10, MFF2258VEW2, MFF2258VEW3, MFF2258VEW4, MFF2258VEW5, MFF2258VEW6, MFF2258VEW7, MFF2558VEA1, MFF2558VEA2, MFF2558VEB1, MFF2558VEB3, MFF2558VEB4, MFF2558VEB5, MFF2558VEB6, MFF2558VEB7, MFF2558VEB8, MFF2558VEM1, MFF2558VEM10, MFF2558VEM2, MFF2558VEM3, MFF2558VEM4, MFF2558VEM5, MFF2558VEM6, MFF2558VEM9, MFF2558VEQ1, MFF2558VEQ2, MFF2558VEW1, MFF2558VEW2, MFF2558VEW3, MFF2558VEW4, MFF2558VEW5, MFF2558VEW6, MFF2558VEW7, MFI2067AEB4, MFI2067AEB5, MFI2067AEQ4, MFI2067AES10, MFI2067AES11, MFI2067AES4, MFI2067AES5, MFI2067AES6, MFI2067AES7, MFI2067AES8, MFI2067AES9, MFI2067AEW4, MFI2269VEA1, MFI2269VEB1, MFI2269VEB2, MFI2269VEB3, MFI2269VEB4, MFI2269VEB5, MFI2269VEB6, MFI2269VEB7, MFI2269VEB8, MFI2269VEB9, MFI2269VEM1, MFI2269VEM11, MFI2269VEM2, MFI2269VEM3, MFI2269VEM4, MFI2269VEM5, MFI2269VEM6, MFI2269VEM7, MFI2269VEM8, MFI2269VEM9, MFI2269VEQ1, MFI2269VEQ2, MFI2269VEQ3, MFI2269VEQ4, MFI2269VEQ5, MFI2269VEQ7, MFI2269VEQ8, MFI2269VEW1, MFI2269VEW2, MFI2269VEW3, MFI2269VEW4, MFI2269VEW5, MFI2269VEW7, MFI2269VEW8, MFI2569VEA1, MFI2569VEA2, MFI2569VEB1, MFI2569VEB2, MFI2569VEB3, MFI2569VEB4, MFI2569VEM1, MFI2569VEM2, MFI2569VEM3, MFI2569VEM4, MFI2569VEQ1, MFI2569VEQ2, MFI2569VEW1, MFI2569VEW2, MFI2569YEB0, MFI2569YEB1, MFI2569YEB2, MFI2569YEM0, MFI2569YEM1, MFI2569YEM2, MFI2569YEW0, MFI2569YEW1, MFI2569YEW2, MFI2665XEB0, MFI2665XEB1, MFI2665XEB2, MFI2665XEB3, MFI2665XEB4, MFI2665XEB5, MFI2665XEB6, MFI2665XEB7, MFI2665XEM0, MFI2665XEM1, MFI2665XEM2, MFI2665XEM3, MFI2665XEM4, MFI2665XEM5, MFI2665XEM6, MFI2665XEM7, MFI2665XEM8, MFI2665XEW0, MFI2665XEW1, MFI2665XEW2, MFI2665XEW3, MFI2665XEW4, MFI2665XEW5, MFI2665XEW6, MFI2665XEW7, MFI2670XEB0, MFI2670XEB1, MFI2670XEB2, MFI2670XEB3, MFI2670XEB4, MFI2670XEB5, MFI2670XEB6, MFI2670XEB8, MFI2670XEB9, MFI2670XEM0, MFI2670XEM1, MFI2670XEM10, MFI2670XEM2, MFI2670XEM3, MFI2670XEM4, MFI2670XEM5, MFI2670XEM6, MFI2670XEM7, MFI2670XEM9, MFI2670XEW0, MFI2670XEW1, MFI2670XEW2, MFI2670XEW3, MFI2670XEW4, MFI2670XEW5, MFI2670XEW6, MFI2670XEW8, MFI2670XEW9, MFT2771WEB0, MFT2771WEB1, MFT2771WEM0, MFT2771WEM1, MFT2771WEM2, MFT2771WEM3, MFT2771WEW0, MFT2771WEW1, MFT2771XEB0, MFT2771XEB1, MFT2771XEM0, MFT2771XEM1, MFT2771XEW0, MFT2771XEW1, MFX2570AEB0, MFX2570AEB3, MFX2570AEB4,

BOLETÍN DE SERVICIO TÉCNICO

Para la atención inmediata de su Departamento de servicio

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MF2570AEB5, MF2570AEM0, MF2570AEM3, MF2570AEM4, MF2570AEM5, MF2570AEW0, MF2570AEW3, MF2570AEW4,
MF2570AEW5, MF2570XEB0, MF2571XEB0, MF2571XEB1, WRX735SDBM00

EXHIBIT 3

Installation Instructions

for P-Trap Drain Tube kit

- Kit Contents:
- 1 Instruction Sheet
 - 1 Drain Spacer
 - 1 P-Trap Drain Tube

⚠ WARNING	
	Electrical Shock Hazard
	Disconnect power before servicing. Replace all parts and panels before operating.
	Failure to do so can result in death or electrical shock.

1. Unplug refrigerator or disconnect power.
2. Remove machine compartment cover.
3. Remove existing drain trough funnel, (if applicable) and duck bill grommet from the drain outlet and discard.

IMPORTANT: Be sure to remove any ice blockage/obstructions in the freezer behind the Evaporator cover and drain tube.

4. Assemble drain spacer to the drain outlet sticking out of freezer. Push it all the way to the machine compartment roof. See Figure 1.

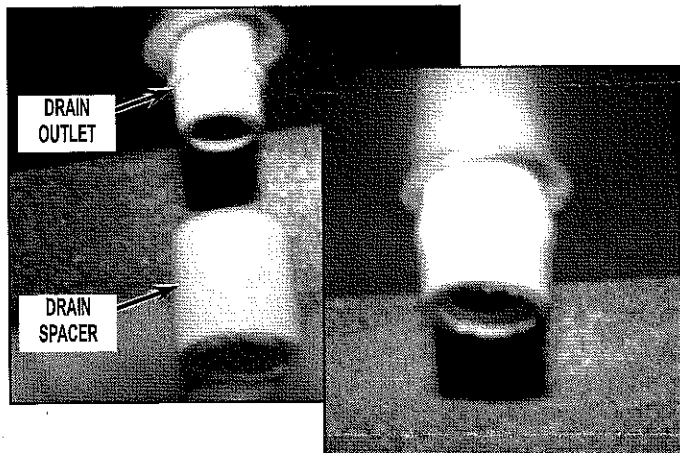


FIGURE 1

5. Snap the p-trap drain tube to the drain pan. See Figure 2.

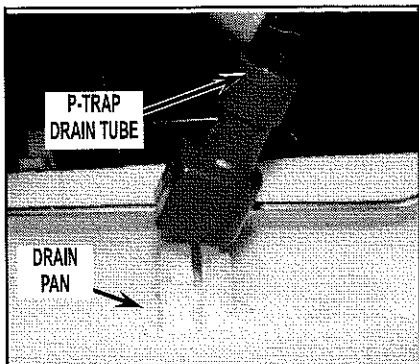


FIGURE 2

6. Align p-trap drain tube with drain spacer. Push on the p-trap drain tube until it touches the roof of machine compartment. See Figure 3.

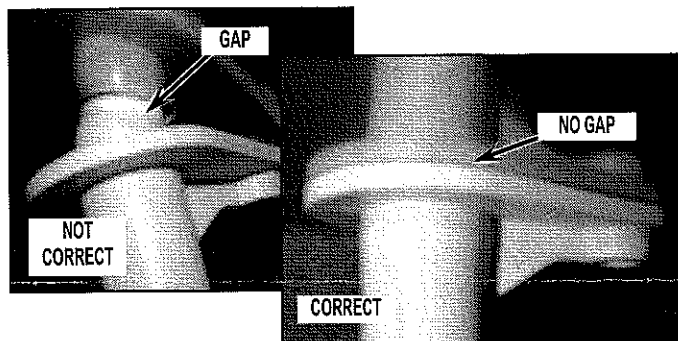


FIGURE 3

7. Final installation position. See Figure 4.

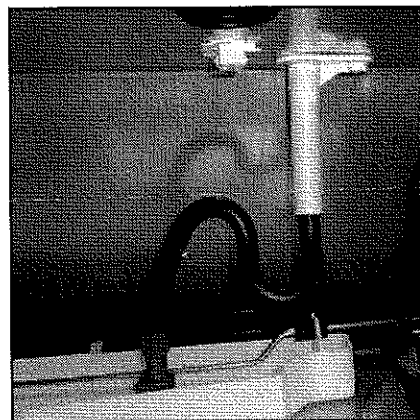



FIGURE 4

8. Replace all parts and panels.

⚠ WARNING	
	Electrical Shock Hazard
	<p>Plug into a grounded 3 prong outlet.</p> <p>Do not remove ground prong.</p> <p>Do not use an adapter.</p> <p>Do not use an extension cord.</p> <p>Failure to follow these instructions can result in death, fire, or electrical shock.</p>

9. Plug in refrigerator or reconnect power.