

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.WasherSettlement.com](http://www.WasherSettlement.com) o escriba al Administrador de Reclamos: *In re Whirlpool Corp. Front-Loading Washers Settlement*, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

# If you purchased or owned a front-loading washing machine manufactured by Whirlpool, you may be entitled to cash or other compensation from a class action settlement.

*Includes the following brands: Maytag, Kenmore, and Whirlpool*

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

- A Settlement has been reached in several class action lawsuits against Whirlpool Corp. (“Whirlpool”) and Sears, Roebuck and Co. (“Sears”) (together, the “Defendants”) regarding certain front-loading washing machines manufactured between 2001 and 2010.
- If you are included in the Settlement, you may qualify for one of a variety of benefits including a cash payment, a rebate on the purchase of a new washing machine or dryer, or reimbursement for out-of-pocket expenses incurred due to past mold or odor problems in your washing machine.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b> <b>Deadline: October 11, 2016</b>	The only way to get a cash payment, a rebate for the purchase of a new washing machine or dryer, or reimbursement for the repair or replacement of a washing machine with mold or odor problems.
<b>EXCLUDE YOURSELF</b> <b>Deadline: August 9, 2016</b>	This is the only option that allows you to ever be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits from this Settlement.
<b>OBJECT</b> <b>Deadline: August 9, 2016</b>	The only way to tell the Court that you are unhappy with something about the Settlement.
<b>ATTEND THE HEARING</b> <b>September 21, 2016 at 2:00 p.m. EST</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment, new washer or dryer rebate, or reimbursement for repair or replacement expenses, and you will give up your right to ever be part of another lawsuit against Defendants 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. Benefits will be issued if you submit a valid claim, the Court approves the Settlement, and 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 lawsuits, the Settlement, your legal rights, what benefits are available, and who may qualify for them.

Judge Christopher A. Boyko of the United States District Court, Northern District of Ohio is overseeing the Settlement. The cases are known as *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001); and *In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation*, Case Nos. 06-CV-7023, 07-CV-0412, and 08-CV-1832. The people who sued are called the “Plaintiffs” and the companies they sued, Whirlpool and Sears, are called the “Defendants.”

### 2. Why did I receive this notice?

If you received a notice by mail or email, the Defendants’ records indicate you may have purchased or owned a certain Whirlpool, Maytag or Kenmore front-loading washing machine that was manufactured by Whirlpool between 2001 and 2010. These specific washing machines are referred to as the “Class Washers” throughout this notice.

### 3. What are the lawsuits about?

The lawsuits claim that the Class Washers fail to self-clean and tend to accumulate bacteria and mold, resulting in bad odors and ruined laundry. The lawsuits further claim that the Defendants breached warranties, were negligent, and violated various state consumer protection statutes in connection with the manufacture and sale of the Class Washers.

Defendants deny there is any defect in the Class Washers. Defendants also deny they 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 Washer itself. 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 Washers are defective.** Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and provide benefits to Class Members. The Settlement does not mean that a Court found that Defendants broke any laws or did anything wrong. In fact, in the fall of 2014, the parties held a trial on some of the claims in the lawsuits and the jury found in Whirlpool’s favor. The Class Representatives and the lawyers representing them (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 either: (a) purchased a new Class Washer; (b) acquired a Class Washer as part of the purchase or remodel of a home; or (c), received a new Class Washer 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 your Class Washer model number and serial number is included in the Settlement. Using the model number and serial number, you can verify whether you are included by comparing your information to a list of qualifying Class Washers available at the Settlement Administrator's website, [www.WasherSettlement.com](http://www.WasherSettlement.com).

### 8. Who isn't included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendants and their 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 Washer purchaser, a Class Washer owner, or a Class Member; and (4) all third-party issuers or providers of extended warranties or service contracts for the Class Washers.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 9. What benefits does the Settlement provide?

The Settlement provides several different benefits from which Class Members may be eligible to choose: (1) a \$50 cash payment, (2) a cash rebate of either 20% or 5% off the retail purchase price of a new washing machine or dryer, or (3) reimbursement of up to \$500 for out-of-pocket expenses for Class Washer repairs or replacements due to a mold or odor problem. Qualified class members may receive one benefit for each Class Washer they purchased or acquired.

### 10. Tell me more about the \$50 cash payments.

Class Members who experienced a mold or odor problem with their Class Washer within five years of purchase may be eligible to receive a cash payment of \$50. Class Members who previously received compensation or a voluntary benefit from Whirlpool or Sears will have their \$50 payment reduced by the amount of that compensation or benefit.

Certain Class Members identified in Sears' or Whirlpool's records (called "Prequalified Class Members") are prequalified to receive a \$50 cash payment. To claim that payment, Prequalified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign the Claim Form attesting the statements it contains are true and correct. If you received a notice of the Settlement by U.S. Mail or e-mail that contains a pre-printed claim identification number beginning with a "2", then you are a Prequalified Class Member.

Class Members who are not prequalified (called "Non-Prequalified Class Members") may also be eligible to receive a \$50 cash payment. To receive that payment, Non-Prequalified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternate proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold or odor problem with their Class Washer within five years of purchase. If you received a mailed or e-mailed notice with a claim identification number that begins with a "1", then you are a Non-Prequalified Class Member.

Class Members who did not experience a mold or odor problem within five years of purchase are ineligible to receive a \$50 cash payment.

## 11. What are the deadlines to qualify for and receive a \$50 cash payment?

To be eligible for a \$50 cash payment, you must submit your properly completed Claim Form, selecting this Settlement benefit, by the claims deadline: **October 11, 2016**.

## 12. Tell me more about the cash rebates.

**20% Cash Rebate:** All Class Members who experienced a mold or odor problem with their Class Washer within five years of purchase may be eligible to receive a cash rebate of 20% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of certain Whirlpool-manufactured washers and dryers. You can find a list of the washer and dryer models eligible for the rebate at [www.WasherSettlement.com](http://www.WasherSettlement.com). You can find many of these models in Sears stores or at [www.Sears.com](http://www.Sears.com). Rebates may be used in addition to or incremental to any other sales promotion that is offered towards an eligible washer or dryer. You do not need to still possess the Class Washer to receive the rebate.

To claim the 20% cash rebate, Prequalified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign the Claim Form attesting the statements it contains are true and correct. Non-Prequalified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternative proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold or odor problem with their Class Washer within five years of purchase.

Class Members who did not experience a mold or odor problem within five years of purchase are ineligible to receive a 20% cash rebate.

**5% Cash Rebate:** Class Members who did not experience a mold or odor problem within five years of purchase of a Class Washer are entitled to receive a cash rebate of 5% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of certain Whirlpool-manufactured washers or dryers or a washer and dryer pair. To claim the 5% cash rebate, Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number (or alternative proof of purchase or ownership of a Class Washer), provide their names and contact information, check several eligibility boxes, and sign the Claim Form attesting that the statements it contains are true and correct. You can find a list of the washer and dryer models eligible for the rebate at [www.WasherSettlement.com](http://www.WasherSettlement.com).

## 13. What are the deadlines to qualify for and receive a cash rebate?

To be eligible under the rebate program, you are required to register for the rebate program (i.e., submit a valid Claim Form electing the rebate option) by the claims deadline: **October 11, 2016**. You must then purchase your rebate-eligible washer or dryer and submit your completed rebate form and proof of purchase to the Settlement Administrator by the later of December 31, 2017 or one year from the date you received your blank rebate form from the Settlement Administrator. Thus, you will have at least one year to make an eligible purchase and submit the completed rebate form to the Settlement Administrator.

## 14. Tell me more about the reimbursements for out-of-pocket expenses.

Class Members who experienced mold or odor problems within the first five years of purchase of a Class Washer and who paid out-of-pocket to repair or replace (or both) their Class Washer may be entitled to reimbursement of the amount of those expenses, up to \$500 in total. Eligibility requirements for this benefit are as follows:

- **Proof of Ownership.** Class Members must submit their Washer model and serial numbers (or alternative proof of purchase or ownership of a Class Washer) and swear under oath that they experienced mold or odor problems within five years of purchase of a Class Washer. Note – this requirement does not apply to Prequalified Class Members.
- **Reimbursement for paid repairs:** If you provide sufficient documentary proof that you in fact paid out-of-pocket costs to repair your Class Washer as a result of a mold or odor problem (service tickets, receipts, cancelled checks, etc.) you will be reimbursed for the amount that documentary proof shows you paid for the repair, up to \$500.

- **Reimbursement for paid replacements:** If you provide sufficient documentary proof that you paid for a replacement washing machine as a result of a mold or odor problem with your Class Washer, Whirlpool will reimburse the out-of-pocket costs paid up to \$500. Class Members seeking reimbursement for replacement washer costs must additionally submit documentation showing that, before replacing the Washer, he or she had at least three incidents of mold and odor for which they made complaints, service calls, or attempts to remedy the problem themselves (e.g., a service ticket, a complaint to Whirlpool or Sears, a receipt for purchase of washing machine cleaner, or any combination of such documentation showing repeated mold or odor problems). The first documented service call, complaint, or manifestation of mold or odor must have occurred within the first five years after purchase, and no replacement expenses will be reimbursed if they were incurred after December 31, 2015.

Class Members who previously received compensation or a voluntary benefit from Whirlpool or Sears will have the amount of their reimbursement reduced by the amount of that compensation or benefit.

After all claims are submitted, Sears, Whirlpool, and Class Counsel will provide the Settlement Administrator with records of any prior contacts they had with claimants who are attempting to prove replacement damages, in the event those records may positively impact their claims.

For any claims the Settlement Administrator determines are invalid, the Settlement Administrator will mail and/or email a Notice of Claim Denial explaining why the claim is denied. Claimants will have 30 days to fix any deficiencies in their claim. Any claimant for a reimbursement of out-of-pocket expenses whose claim is denied because he or she cannot prove the repair or replacement expenses but who otherwise submits a valid claim for a mold problem will be permitted to select the \$50 cash or 20% rebate option for which he or she is qualified.

#### 15. What is the deadline to qualify for reimbursement of out-of-pocket expenses?

You will have until **October 11, 2016**, to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses to repair or replace a Class Washer due to mold and odor problems.

### HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

#### 16. How many benefits can I receive?

If you qualify, you may receive one benefit (i.e., one of: a \$50 cash payment, a 20% or 5% cash rebate, or reimbursement up to \$500 for documented out-of-pocket repair or replacement costs) for each Class Washer that you purchased or acquired. You must submit a separate Claim Form for each Class Washer. You must elect the benefit you wish to receive at the time you submit your Claim Form.

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

You must complete and submit a Claim Form, including required documentation. Your Claim Form and documentation must be submitted online no later than, or mailed via U.S. Mail with a postmark no later than, **October 11, 2016**. Claim Forms are available for download and submission at [www.WasherSettlement.com](http://www.WasherSettlement.com). They also are available by contacting the Settlement Administrator at 1-844-824-5781 or [info@WasherSettlement.com](mailto:info@WasherSettlement.com) or by writing a letter to In re Whirlpool Corp. Front-Loading Washers Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

#### 18. 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 Defendants 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 Washer itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 19).

## 19. 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 Washer, 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 Washers. The released parties, also called “the Releasees,” are Defendants, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of their respective 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 Washers. 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 Washers. **The Released Claims, however, do not include any claims for damage to property other than the Class Washer 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.WasherSettlement.com](http://www.WasherSettlement.com). You can 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

## 20. Do I have a lawyer in this case?

Yes. The Court appointed Jonathan Selbin of Lieff Cabraser Heimann & Bernstein, LLP, James Rosemergy of Carey, Danis & Lowe, and Steven Schwartz of Chemicles & Tikellis LLP as Class Counsel, to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 21. How will these lawyers be paid?

Class Counsel, who have worked on these cases for over nine years, will ask the Court to award them up to \$7,450,000 for attorney fees, plus \$7,300,000 for reimbursement of the litigation expenses and costs they incurred. They will also ask for a service award of \$4,000 to be paid to each Class Representative. If approved, Whirlpool will separately pay these fees, costs, expenses, and service awards. These amounts will not reduce the amount of benefits available to Class Members. In addition, Defendants also have 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 Defendants 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.

## 22. 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.WasherSettlement.com](http://www.WasherSettlement.com) or a letter stating: “I want to be excluded from the Settlement Class in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001).” 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 **August 9, 2016**.

In re Whirlpool Corp. Front-Loading Washers Settlement  
ATTN: Exclusion Requests  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**QUESTIONS? CALL 1-844-824-5781 OR GO TO [WWW.WASHERSETTLEMENT.COM](http://WWW.WASHERSETTLEMENT.COM)**

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

No. If you exclude yourself, you are telling the Court 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.

### 24. 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.

## OBJECTING TO THE SETTLEMENT

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

### 25. 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 it. The Court will consider your views before making a decision. To do so, you or your attorney must mail to the Court a written objection and supporting papers. Your objection must contain: (1) the name of this lawsuit (*In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001)); (2) your full name and current address; (3) the serial number and model number of your Class Washer; (4) the specific reasons for your objection; (5) 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 at the following address:

Court
Clerk of the Court Carl B. Stokes U.S. Courthouse 801 West Superior Avenue Cleveland, Ohio 44113

Your written objection must be mailed with a postmark no later than **August 9, 2016**.

### 26. 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.

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

The Court will hold a Fairness Hearing on **September 21, 2016, at 2:00 p.m. EST**, at the U.S. District Court for the Northern District of Ohio, located at the Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Courtroom 15B, Cleveland, Ohio 44113, 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.

### 28. 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. But, 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 mailed your written objection on time, signed it, and provided 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.

### 29. 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 saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*." 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. Your written request must be mailed to the Court by **August 15, 2016**.

## IF YOU DO NOTHING

### 30. 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 Defendants and the other Releasees about the legal issues or claims resolved and released by this Settlement.

## GETTING MORE INFORMATION

### 31. 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 at [www.WasherSettlement.com](http://www.WasherSettlement.com). If you have questions you may contact the Settlement Administrator at *In re Whirlpool Corp. Front-Loading Washers Settlement*, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, [info@washersettlement.com](mailto:info@washersettlement.com), or 1-844-824-5781, or visit Class Counsel's websites. If you wish to communicate directly with Class Counsel, you may contact them at the address or phone number listed on their website.

**Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web [www.WasherSettlement.com](http://www.WasherSettlement.com) o escribe al Administrador de Reclamos: *In re Whirlpool Corp. Front-Loading Washers Settlement*, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.**

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