

# If you purchased a Whirlpool, KitchenAid, or Maytag 3-door refrigerator, you may be entitled to benefits from a class action settlement.

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

- A Settlement has been reached in a class action lawsuit against Whirlpool Corp. (“Whirlpool” or “Defendant”) regarding certain refrigerators manufactured from 2012 through 2019.
- If you are included in the Settlement, you may qualify for a cash reimbursement to remedy past or future Frost Clog Issues that may impact the refrigerator’s ability to cool food properly.
- **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><br>Earliest Deadline:<br>June 18, 2025 | Submitting a Claim Form is the only way to seek benefits relating to a Class Refrigerator that experienced Frost Clog Issues prior to January 31, 2025. Your deadline to submit a Claim Form is June 18, 2025. For eligible Frost Clog Issue repairs needed after January 31, 2025 you must submit your Claim Form within 90 days of the date of completion of service on the Frost Clog Issue. |
| <b>EXCLUDE YOURSELF</b><br>Deadline: March 21, 2025               | Excluding yourself, or “opting out,” is the only option that allows you to ever be part of another lawsuit against Whirlpool for the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits provided by this Settlement.                                                                                       |
| <b>OBJECT</b><br>Deadline: March 21, 2025                         | Mailing an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.                                                                                                                                                                                                                                                                                  |
| <b>ATTEND THE FAIRNESS HEARING</b><br>May 13, 2025 at 1:30 p.m.   | You may request an opportunity to speak in Court about the fairness of the Settlement.                                                                                                                                                                                                                                                                                                          |
| <b>DO NOTHING</b>                                                 | If you do not object to the settlement, exclude yourself from the settlement, or make a claim for a past or future Frost Clog Issue as part of this settlement, you will <u>not</u> receive any benefits of this Settlement, and you will give up your right to ever be part of another lawsuit against Defendant about the legal claims resolved by this Settlement.                           |

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement and you submit a valid claim, benefits will be issued after any appeals are resolved. Please be patient.
- If you need a translated version of this notice, please call 1-866-759-5173 to have one sent to you.

## 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, the benefits that are available, and who may qualify for those benefits.

Judge Rita F. Lin of the United States District Court, Northern District of California is overseeing the Settlement, which resolves the case known as *Paperno v. Whirlpool Corp.*, Case No. 3:23-cv-05114-RFL (N.D. Cal.) (the “Lawsuit”). The people who sued are called the “Plaintiffs,” and the company sued, Whirlpool, is called the “Defendant.”

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

If you received a notice by mail or email, the Defendant’s records indicate that you may have purchased a Whirlpool-manufactured refrigerator from 2012 through 2019 that has a model and serial number listed as eligible at [www.CoolingSettlement.com](http://www.CoolingSettlement.com). These specific refrigerators are referred to as the “Class Refrigerators” throughout this notice.

### 3. What is the lawsuit about?

The Lawsuit claims that the Class Refrigerators can experience inadequate defrosting of the evaporator in the refrigeration compartment, which may cause periodic build-ups of frost and ice on the evaporator, impeding the refrigerator’s ability to cool food properly (called a “Frost Clog Issue”). The Lawsuit further claims that the Defendant breached warranties, was negligent, and fraudulently concealed these Frost Clog Issues in connection with the manufacture and sale of the Class Refrigerators.

Defendant denies the claims made in the Lawsuit. Defendant also denies that it violated any law or engaged in any wrongdoing.

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

### 4. Why is this a class action?

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

### 5. Why is there a Settlement?

**The Court did not decide which side was right or whether the Class Refrigerators are defective.** Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Settlement does not mean that the Court found that Defendant broke any laws or did anything wrong. The Class 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 persons who: (a) purchased a new Class Refrigerator; (b) acquired a Class Refrigerator as part of the purchase or remodel of a home; or (c) received a new Class Refrigerator as a gift, from Defendant or its authorized resellers, within the United States and its territories.

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

To determine if you are a Class Member, you need to verify that the model number and serial number of your refrigerator are listed among qualifying Class Refrigerators in the Settlement. To locate the model and serial number, look for the tag on the inside frame of your refrigerator door. You can compare your information to a list of qualifying Class Refrigerators available at the Settlement Administrator's website, [www.CoolingSettlement.com](http://www.CoolingSettlement.com). If you cannot find the model and serial number, call 1-866-759-5173 for assistance.

## 8. Who is not included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendant and its parents, subsidiaries, or affiliates; (2) attorneys appearing in this case and their household members, (3) insurers of Class Members; (4) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Class Member; (5) all third-party issuers or providers of extended warranties or service contracts for the Class Refrigerator; (6) persons who timely and validly exercise their right to be removed from the Settlement Class as detailed in Question 20 below; and (7) the Judge presiding over the Action, immediate members of the Judge's family, and any members of the Judge's staff.

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

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

The Settlement provides for a cash reimbursement, up to \$300 and subject to other limits, for documented out-of-pocket expenses to repair or replace your refrigerator's evaporator, or to replace your refrigerator with a new model, due to a Frost Clog Issue occurring within eight years of your refrigerator's date of manufacture (or purchase/delivery).

### 10. Tell me more about the reimbursements for Past Frost Clog Issues.

Class Members who experienced a Frost Clog Issue in their Class Refrigerator, and who paid out-of-pocket for either (1) a repair of their Class Refrigerator in response to a Frost Clog Issue, and/or (2) replacement of their Refrigerator in response to two or more Frost Clog Issues, are entitled to cash reimbursement of the actual amount the Class Member paid for repair expenses or replacement of the refrigerator, supported by documentary proof, up to a maximum amount determined by the age of the refrigerator, as shown in the chart below:

| Years From Date of Manufacture (or Purchase/Delivery) When Paid Qualifying Repair Performed or Replacement Purchased | Cash Reimbursement for Paid Qualifying Repair | Cash Reimbursement for Paid Qualifying Replacement as % of Original Purchase Price                             |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1–3                                                                                                                  | \$300                                         | 75% if, before paying out-of-pocket, Class Member first contacted Whirlpool to request replacement; 50% if not |
| 4–6                                                                                                                  | \$225                                         | 45% if, before paying out-of-pocket, Class Member first contacted Whirlpool to request replacement; 25% if not |
| 7–8                                                                                                                  | \$150                                         | N/A                                                                                                            |

Eligibility for this benefit requires all Class Members to submit their Class Refrigerator model and serial numbers and to prove through the submission of documentary proof or, alternatively, a declaration for some requirements, (1) that the Class Member purchased a Class Refrigerator new, or acquired a new Class Refrigerator as part of a purchase or remodel of a home, or received a new Class Refrigerator as a gift, (2) that the Class Member experienced a Frost Clog Issue, and (3) that the Class Member paid out-of-pocket to repair or replace his or her Class Refrigerator in response to a Frost Clog Issue;

Class Members who believe their purchase date is later than the date of manufacture decoded from their refrigerator serial number may provide additional documentary proof showing their date of purchase. Class Members who provide sufficient documentary proof shall have their settlement benefit eligibility calculated according to their documented purchase or delivery date, whichever is later. The date of manufacture can be found by matching the refrigerator model and serial number to the list posted on [www.CoolingSettlement.com](http://www.CoolingSettlement.com).

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

Class Members who did not incur out-of-pocket repair expenses due to a Frost Clog Issue within eight years of the manufacture of the Class Refrigerator are not eligible for cash reimbursement or a rebate. The manufacture date is established by the serial number and will be verified by the Settlement Administrator.

#### **11. What is the deadline to submit a Claim Form for a Past Frost Clog Issue?**

You will have until June 18, 2025 to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses for a past Frost Clog Issue.

#### **12. Tell me more about benefits available for Future Frost Clog Issues.**

If you are a Class Member and you experience a Frost Clog Issue after January 31, 2025 (called a "Post-Notice Frost Clog Issue") and within eight years of the manufacture (or purchase/delivery) of your Class Refrigerator, you may be eligible to receive the same benefits described in the response to Question 10 above.

#### **13. What is the deadline to submit a claim form for a Post-Notice Frost Clog Issue?**

All claims for Post-Notice Frost Clog Issues must be made within 90 days of completion of service on the Frost Clog Issue or the purchase of a replacement refrigerator, and the Post-Notice Frost Clog Issue must occur no later than eight years after the refrigerator was manufactured (or purchased/delivered). Claim Forms will be accepted through December 31, 2028.

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

#### **14. How many benefits can I receive?**

If you qualify, you may receive one benefit for each Class Refrigerator that you purchased or acquired. You must submit a separate Claim Form for each Class Refrigerator.

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

You must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail by June 18, 2025 for reimbursements for Frost Clog Issues occurring prior to January 31, 2025, or within 90 days of completion of service on the Frost Clog Issue occurring after January 31, 2025. Claim Forms are available for download and submission at [www.CoolingSettlement.com](http://www.CoolingSettlement.com). You can also contact the Settlement Administrator by telephone at 1-866-759-5173, by email at [info@CoolingSettlement.com](mailto:info@CoolingSettlement.com), or by writing to Refrigerator Settlement Claims Administrator, Paperno v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, Angeion Group, to request a Claim Form.

If you fail to provide the information requested on the Claim Form or if you do not upload or mail your documentary proof, then you will not be entitled to any compensation or benefit under this Settlement.

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

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

## 17. What are the Released Claims?

The claims that you are releasing, the "Released Claims," are all claims that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Refrigerators that are alleged or could have been alleged in this lawsuit arising out of or relating to a Frost Clog issue, including without limitation all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, statutory, or premium price damages or restitution. The released parties, also called "the Releasees," are Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (c) all distributors, retailers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Refrigerators. The Settlement is expressly intended to cover and include all such claims, actions, and causes of action for economic losses or damages arising out of or relating to Frost Clog Issues in the Class Refrigerators. **The Released Claims, however, do not include any claims for damage to property other than the Class Refrigerator itself, claims involving defects other than a Frost Clog Issue, 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.CoolingSettlement.com](http://www.CoolingSettlement.com). You can also talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

## THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

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

Yes. The Court appointed Alison E. Chase, Laura R. Gerber, Michael Woerner, and Andrew N. Lindsay of Keller Rohrback L.L.P.; Michael J. Brickman, James C. Bradley, Nina Fields Britt, and Caleb M. Hodge of Rogers, Patrick, Westbrook & Brickman, LLC; and Kenneth Behrman, Attorney at Law, as Class Counsel, to represent you and other Class Members. You will not be charged for the services of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 19. How will these lawyers be paid?

Class Counsel will ask the Court to award them up to \$1,160,000 for attorney fees and reimbursement of the litigation expenses and costs they incurred and/or advanced. They will also ask for service awards of \$5,000.00 to be paid to Class Representatives Nancy Paperno and Robert Gibbany out of the \$1,160,000 for fees and expenses. 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, Defendant has also agreed to pay the Settlement Administrator's fees and expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Class Members as part of the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

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

## 20. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must request from the Settlement Administrator a Request for Exclusion. You can submit a Request online at [www.CoolingSettlement.com](http://www.CoolingSettlement.com), or call 1-866-759-5173 to have a Request for Exclusion mailed to you.

You may also mail in a Request manually. You must provide your name, email address, mailing address, and mobile phone number. To be valid, your Request for Exclusion must include all of the information requested, must be individually signed, and must be individually sent to the Settlement Administrator at the address below with a postmark no later than March 21, 2025.

### ***Paperno v. Whirlpool Corp. Refrigerator Settlement***

Attn: Exclusions

P.O. Box 58220

Philadelphia, PA 19102

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

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

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

No. Unless you exclude yourself, you are giving up the right to sue Defendants for the claims that this Settlement resolves and releases (see Question 19). You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit involving the same claims.

## **OBJECTING TO THE SETTLEMENT**

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

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

If you do not exclude yourself from the Settlement, you may object to it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. Note that you can't ask the Court to order a different settlement; the Court can only approve or reject the current proposed settlement.

Absent good cause, to object, you or your attorney must mail and cause to be postmarked a written objection and supporting papers to the Clerk of the Court for the United States District Court for the Northern District of California at 450 Golden Gate Avenue, 16<sup>th</sup> Floor, San Francisco, CA 94102. Your objection must contain: (1) the name of the Lawsuit (*Paperno v. Whirlpool Corp.*, Case No. 3:23-cv-05114-RFL); (2) your full name and current address; (3) the serial number and model number of your Class Refrigerator; (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) whether you or your counsel intends to appear at the Final Approval Hearing; (7) your signature; and (8) the date of your signature.

Your written objection must be mailed with a postmark no later than March 21, 2025. The requirement to file a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

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

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

## THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on May 13, 2025 at 1:30 p.m., at the U.S. District Court for the Northern District of California, San Francisco Division, located at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. You may also attend the hearing via Zoom (see the Public Hearings link and instructions at <https://cand.uscourts.gov/judges/lin-rita-f-rfl/>).

If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 27). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Please check [www.CoolingSettlement.com](http://www.CoolingSettlement.com) or the Court's PACER site to confirm that the date has not been changed.

### 26. Do I have to come to the hearing?

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

### 27. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must mail a written request to the Court stating that it is your "Notice of Intent to Appear at the Fairness Hearing in *Paperno v. Whirlpool Corp.*, Case No. 3:23-cv-05114-RFL" and serve copies of that Notice on Class Counsel and Defendant using the addresses listed in Question 23. You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear on your behalf. Your written Notice of Intent to Appear must be mailed to the Court by March 21, 2025. This requirement may be excused by the Court for good cause.

## IF YOU DO NOTHING

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

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

## GETTING MORE INFORMATION

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

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available online at [www.CoolingSettlement.com](http://www.CoolingSettlement.com). If you have questions, you may contact the Settlement Administrator at the address listed in response to Question 20, by email at [info@CoolingSettlement.com](mailto:info@CoolingSettlement.com), or by phone at 1-866-759-5173. Additionally, you may contact Class Counsel using the contact information listed below.

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You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The Clerk's Office is located at 450 Golden Gate Avenue, 16<sup>th</sup> Floor, San Francisco, CA 94102.

**DO NOT WRITE OR CALL THE COURT, THE COURT CLERK'S OFFICE, WHIRLPOOL, OR ANY APPLIANCE  
RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT  
UNLESS INSTRUCTED OTHERWISE IN THIS NOTICE.**