

**If you purchased a Whirlpool-manufactured side-by-side 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 side-by-side refrigerators with in-door ice makers, ice dispensers, and water dispensers manufactured by Whirlpool from 2018-2021, which include certain Whirlpool-, Maytag-, KitchenAid-, and JennAir -branded refrigerators.
- If you are included in the Settlement, you may qualify for a cash reimbursement or free or discounted repair to remedy past or future broken wires in your refrigerator (a “Wire Harness Issue”) that impact the refrigerator’s in-door features, like the icemaker, ice dispenser, water dispenser, or control panel.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>  Deadline for Past Wire Harness Issues: November 2, 2026  Deadline for eligible future Wire Harness Issues: 90 days after discovery of the Wire Harness Issue	Submitting a Claim is the only way to seek benefits relating to a Class Refrigerator that experienced Wire Harness Issue.  For eligible Wire Harness Issues that occurred prior to May 5, 2026 (a “Past Wire Harness Issue”), you must submit a Claim Form to the Settlement Administrator by November 2, 2026.  For eligible Wire Harness Issues that occur after May 5, 2026 (a “Post-Notice Wire Harness Issue”) you must contact Whirlpool or the Settlement Administrator within 90 days of discovering the Wire Harness Issue.
<b>EXCLUDE YOURSELF</b>  Deadline: June 2, 2026	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>  Deadline: June 2, 2026	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>  July 9, 2026 at 10:00 A.M. ET	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 Wire Harness Issue or Post-Notice Wire Harness 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. All capitalized terms in this notice have the same meanings as defined in the Settlement Agreement, which can be viewed at [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com).

**QUESTIONS? CALL 1-877-335-4279 OR GO TO [WWW.REFRIGERATORSETTLEMENT.COM](http://WWW.REFRIGERATORSETTLEMENT.COM)**

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

## BASIC INFORMATION

### 1. Why was this notice issued?

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

Judge Maryellen Noreika of the United States District Court, District of Delaware is overseeing the Settlement, which resolves the case known as *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.) (the “Lawsuit”). The people who sued are called the “Plaintiffs,” and the company sued, Whirlpool, is called the “Defendant.”

### 2. What refrigerators are included in the Settlement?

The Settlement covers certain Whirlpool-manufactured refrigerators manufactured between 2018 and 2021 with Whirlpool, Maytag, KitchenAid, and JennAir brand names and with the following model numbers:

JennAir			
JSC23C9EEM00			
KitchenAid			
KRSC500ESS01	KRSC700H*S00-04	KRSF505E**01	KRSF705HPS00-04
KRSC503E**01	KRSC703H*S00-04	KRSF705HBS00-01	
Maytag			
MSC21C6MFZ00-05	MSS26C6MFB00-01	MSS26C6MFW00-01	MSS26C6MFZ00
MSS25C4MG*00-06			
Whirlpool			
WRS571CIHB00-04	WRS588FIH*00-04	WRS973CIDM00	WRS71CIHN00
WRS571CIH*00-04	WRS970CIDM00	WRS973CIHV00-01	WRS71CIHZ00-04
WRS586FIEM04-05	WRS970CIHZ00-01	WRS973CIHZ00-01	WRS88FIH*00-04
WRS555SIH*00-06	WRS571CIDM02		

\*An asterisk in the model number is a placeholder that indicates any character in its place qualifies.

The above list includes model number ranges. The full model list, which is Exhibit 2 to the Settlement, is available on the Settlement Website.

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Not every refrigerator with these model numbers is included. To check whether your specific refrigerator is included, you can check the serial number on the Settlement Website at: [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com)

Models of these refrigerators with matching serial numbers are referred to as the “Class Refrigerators.”

### 3. What is the lawsuit about?

The Lawsuit claims that the Class Refrigerators can experience a failure or breakage of certain wires running to a Class Refrigerator’s freezer door that causes a failure of one or more of the Class Refrigerator’s in-door features, including the ice maker, ice dispenser, water dispenser, and/or control panel (called a “Wire Harness Issue”). The Lawsuit further claims that the Defendant breached warranties, was negligent, and fraudulently concealed the Wire Harness Issue 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 or release any personal injury claims or property damage claims other than for damage to the Class Refrigerator itself.**

### 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 Whirlpool 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 for residential use from Defendant or its authorized resellers, within the United States and its territories; (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 someone who purchased the refrigerator 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. You can check whether your refrigerator is a Class Refrigerators by inputting the serial number at the Settlement Website, [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com).

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

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendant and its parents, 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; and (6) persons who timely and validly exercise their right to be removed from the Settlement Class as detailed in Question 20 below.

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

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## 9. What benefits does the Settlement provide?

The Settlement provides certain relief for Settlement Class Members who: (1) incurred past out-of-pocket costs for repairs or replacements between years two and seven after the refrigerator purchase or manufacture date (the “In-Service Date”); (2) currently have a Wire Harness Issue as of the Notice Date; or (3) who experience a Wire Harness Issue in the future that occurs between years two and seven after the refrigerator In-Service Date. The specific relief available and proof requirements are explained below.

## 10. What benefits are available for Settlement Class Members who incurred past out-of-pocket costs for repairs or replacements within seven years of the refrigerator In-Service Date?

Class Members who experienced a Wire Harness Issue in their Class Refrigerator between years two and seven after the In-Service Date and who paid out-of-pocket for either (1) a repair of their Class Refrigerator in response to a Wire Harness Issue, and/or (2) replacement of their Refrigerator in response to a Wire Harness Issue are entitled to claim cash reimbursement of a portion of the actual amount the Class Member paid for repair expenses or a cash payment equivalent to a percentage of the original purchase price of the Refrigerator, supported by documentary proof, as shown in the chart below. As reflected in the chart, Class members who contacted Whirlpool or their retailer prior to incurring the costs for repair or replacement are entitled to marginally higher reimbursement amounts.

Years From In-Service Date 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
2-4	75% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 65% if not	50% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 45% if not
5	60% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 50% if not	40% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 35% if not
6-7	45% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 35% if not	30% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 25% if not

If you paid out-of-pocket for *wire splicing* or wire reconnection to fix a Wire Harness Issue, then you may be eligible for additional benefits described in FAQ No. 11 below—in addition to partial reimbursement of the costs for wire splicing.

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 Wire Harness Issue, and (3) that the Class Member paid out-of-pocket to repair or replace his or her Class Refrigerator in response to a Wire Harness Issue.

Whirlpool has searched its own records and is sending tailored notices to Class Members who are identified as having previously contacted Whirlpool about a Wire Harness Issue (“Prequalified Settlement Class Members”). Prequalified Settlement Class Members will not need to submit additional proof that they experienced a Wire Harness Issue or that they contacted Whirlpool, but will need to submit evidence of any out-of-pocket costs claimed.

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

**11. What benefits are available for Settlement Class Members who have a preexisting Wire Harness Issue in their Class Refrigerator as of the Notice Date and who have not yet repaired or replaced the Class Refrigerator?**

Class Members who have a preexisting Wire Harness Issue in their Class Refrigerator as of the Notice Date and who have not yet repaired or replaced the Class Refrigerator are entitled to claim *either* the repair *or* reimbursement benefits described in the chart below. If you elect to claim the repair option, you will be contacted by Whirlpool to arrange the repair and/or parts delivery after your claim is approved.

Years From In-Service Date When Wire Harness Issue Occurred	Repair Option	Cash Reimbursement Option for Paid Qualifying Replacement as % of Original Purchase Price
2-3	Parts and labor expenses	50%
4	Parts and labor expenses	40%
5	Parts expenses, no labor	40%
6-7	Parts expenses, no labor	30%

Further, any Class Member who has an existing Wire Harness Issue as of the Notice Date but who cannot demonstrate the date of failure will be entitled to claim the relief available as if the failure occurred in year 7.

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 Wire Harness Issue, and (3) proof of payment for the reimbursement option.

Whirlpool will search its own records and send tailored notices to Class Members who are identified as having previously contacted Whirlpool about a Wire Harness Issue (“Prequalified Settlement Class Members”). Prequalified Settlement Class Members will not need to submit additional proof that they experienced a Wire Harness Issue or that they contacted Whirlpool, but will need to submit evidence of costs incurred for reimbursement claims.

**12. What is the deadline to submit a Claim Form for a Past or Preexisting Wire Harness Issue?**

You will have until November 2, 2026 to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses for a past Wire Harness Issue.

**13. Tell me more about benefits available for Post-Notice Wire Harness Issues.**

If you are a Class Member and you experience a Wire Harness Issue after May 5, 2026 (called a “Post-Notice Wire Harness Issue”) and between years two and seven years after the In-Service Date of your Class Refrigerator, you may be eligible to receive *either* the repair *or* reimbursement benefits described in the chart below.

Years From In-Service Date When Wire Harness Issues Occurs in Future	Repair Option	Cash Reimbursement Option as % of Original Purchase Price
2-3	Parts and labor expenses	50%
4	Parts and labor expenses	40%
5	Parts expenses, no labor	40%
6-7	Parts expenses, no labor	30%

To receive the repair benefit, you should contact Whirlpool within 90 days of the occurrence of your Wire Harness Issue at 1-844-667-2929 or refset2026@whirlpool.com before undertaking any repair or replacement. To receive the cash reimbursement benefit, you should contact the Settlement Administrator within 90 days of the occurrence of the Wire Harness Issue at info@RefrigeratorSettlement.com.

**14. What is the deadline to submit a claim form for a Post-Notice Wire Harness Issue?**

All claims for Post-Notice Wire Harness Issues must be made to Whirlpool or the Settlement Administrator within 90 days after you first experience the Post-Notice Wire Harness Issue, and the Post-Notice Wire Harness Issue must occur within seven years of the refrigerator’s In-Service Date.

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

**15. 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.

As noted above, however, if you paid out-of-pocket for *wire splicing* or wire reconnection to fix a Wire Harness Issue, then you may be eligible for additional benefits described in Question number 11 above—in addition to partial reimbursement of the costs for wire splicing.

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

**Past or Preexisting Wire Harness Issues:** To claim the benefits described in Question numbers 10 and 11 above for Past or Preexisting Wire Harness Issues, you must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail by November 2, 2026 for reimbursements for Wire Harness Issue occurring prior to May 5, 2026. Claim Forms are available for download and submission at www.RefrigeratorSettlement.com. You can also contact the Settlement Administrator by telephone at 1-877-355-4279, by email at info@RefrigeratorSettlement.com, or by writing to Refrigerator Settlement Claims Administrator, Costa v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, to request a Claim Form.

**Post-Notice Wire Harness Issues:** To claim the benefits described in Question number 13 above for Post-Notice Wire Harness Issues, you must contact Whirlpool at 1-844-667-2929 or refset2026@whirlpool.com or the

Settlement Administrator at [info@RefrigeratorSettlement.com](mailto:info@RefrigeratorSettlement.com) within 90 days after you first experience the Post-Notice Wire Harness Issue and before undertaking any repair or replacement, and Whirlpool will process your Future Repair Coverage credit, if eligible, directly with your servicer. See FAQ No. 13 above.

Note: 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.

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

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

### 18. What are the Released Claims?

The claims that you are releasing, the "Released Claims," are all claims for economic loss relating to the purchase, use and performance of the Class Refrigerators related to the operation and functioning of the Class Refrigerators' Class Refrigerator's external features, including all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, or premium-price damages, arising out of the Class Members' purchases or uses of the Class Refrigerators. The released parties, also called "the Releasees," 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 Wire Harness Issue in the Class Refrigerators. **The Released Claims, however, do not include any claims for damage to property other than the Class Refrigerator itself or personal injury.**

The complete Settlement Agreement describes the Released Claims in necessary legal terminology. Please read it carefully. A copy of the Settlement Agreement is available at [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com). You can also talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

## THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

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

Yes. The Court appointed Timothy N. Mathews, Scott M. Tucker, Zachary P. Beatty, Alex M. Kashurba, and Marissa N. Pembroke of Chimicles Schwartz Kriner & Donaldson-Smith LLP as Lead 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.

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

Class Counsel will ask the Court to award up to \$2,810,000 for attorney fees and reimbursement of the litigation expenses and costs incurred and/or advanced. They will also ask for Service Awards of \$5,000.00 to be paid to each of the Class Representatives Stacy Costa, Ryan Butler, Mark Gandara, Nathaniel Guerrero, David Hayden, Patrick Kempf, Wallace McDuffey, Timothy Middlebrooks, Missy Robinson, Misty Rombach, Kristen Tata, Melanie Fiorucci, Lamont Kincaid, and Leslie LaManna. Class Counsel's motion for an award of attorneys' fees, costs, and expenses and Service Awards will describe the factors that support their request, and it will be posted on the Settlement Website, [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com), after it is filed with the Court. 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 and issuing the various 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.

### 21. 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 must provide your name, email address, mailing address, model number, and serial number of your Class Refrigerator. To be valid, your Request for Exclusion must include all 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 June 2, 2026.

#### **Whirlpool Refrigerator Settlement Administrator**

Attn: Exclusion Requests P.O. Box 58220  
Philadelphia, PA 19102

### 22. 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.

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

No. Unless you exclude yourself, you are giving up the right to sue Whirlpool for the claims that this Settlement resolves and releases (see Question 18). 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.

### 24. 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, and/or Class Counsel's request for attorneys' fees, costs, end expenses and Service Awards. The Court will consider your views before making a decision. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object on a timely basis and in the manner described below.

To object, you or your attorney must mail supporting papers to the Court, or file them with the Court, and also mail copies to Lead Class Counsel and Counsel for Whirlpool at the address below such that they are received prior to the deadline. Your objection must contain: (1) the name of the Lawsuit (*Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN); (2) your full name and current address; (3) the serial number and model number of your Class Refrigerator; (5) the specific reasons for your objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (6) a statement whether you intend to appear at the Fairness Hearing either personally or through your own independent counsel; (7) your signature; and (8) the date of your signature.

Written objections must be sent to each of the following addresses:

To the Court at:

CLERK OF THE COURT  
U.S. District Court for the District of Delaware,  
844 N. King Street  
Wilmington, DE 19801-3555

To Lead Class Counsel at:

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Timothy N. Mathews  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
361 West Lancaster Avenue  
Haverford, PA 19041

To defense counsel at:  
Andrew M. Unthank,  
Wheeler Trigg O'Donnell LLP,  
370 17th Street, Suite 4500,  
Denver CO 80202.

Your written objection must be received no later than June 2, 2026. 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.

## **25. 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.

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

The Court will hold a Fairness Hearing on July 9, 2026 at 10:00 A.M. ET, at the U.S. District Court for the District of Delaware, located at the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801-3555, 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 28). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and the Service Awards. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Any changes will be posted on the Settlement Website at [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com).

## **27. Do I have to come to the hearing?**

No. Class Counsel is working on your behalf and will answer any questions the Court may have about the Settlement. However, you are welcome to come at your own expense. If you mail an objection to the Settlement, you don't have to come to Court to talk about it. As long as you mail your written objection on time, sign it and provide all of the required information (see Question 24), the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## **28. 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 *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN" and serve copies of that Notice on Class Counsel and Defendant using the addresses listed in Question 24. 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 June 9, 2026.

## **IF YOU DO NOTHING**

### **29. 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**

### **30. 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.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com). If you have questions, you may contact the Settlement Administrator at the address listed in response to Question 21, [info@RefrigeratorSettlement.com](mailto:info@RefrigeratorSettlement.com), or 1-877-355-4279, or visit Lead Class Counsel's website for their contact information should you wish to communicate with them directly.

You can file a Claim Form at [www.RefrigeratorSettlement.com](http://www.RefrigeratorSettlement.com). Updates regarding the case will also be available on the website.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**