

# EXHIBIT A

## **CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) fully and finally resolves all of the Biofilm Claims, as defined below. Plaintiffs are John Bettua, Guiseppina P. Donia, Karen Freeman, Peggy Lemley, Derral Howard, Denise Miller, Charles Napoli, Vic Pfefer, Jeffrey Robinson, and Sandra K. Robinson, Gina Glazer, Trina Allison, Jeff Glennon, Mara Cohen, Karen P. Hollander, Jane Werman, Sonja Sandholm-Pound, Shannon Schaeffer, Paula Call, Bonnie Beierschmitt, Phil Torf, Sylvia Bicknell, Rebecca Nordan, Maggie O’Brien, Andrea Strong, Pramila Gardner, Tracy Cloer, Kathryn Cope, Laurie Fletcher, Susan Hirsch, Twilla Martin, Susan Scott, Donna Seeherman, Tracie Snyder, Carlos Vecino, Jennifer Wainwright, and Heidi Klein, on behalf of themselves and the Settlement Class. Defendants are Whirlpool Corporation and Sears, Roebuck and Co. Plaintiffs, Whirlpool, and Sears are collectively referred to as the “Parties.”

WHEREAS Plaintiffs brought Biofilm Claims for fraudulent concealment, breach of express warranty, breach of implied warranty, violation of the Magnuson Moss Warranty Act, violation of the Song-Beverly Consumer Warranty Act, violation of various states’ consumer protection and unfair trade practices laws, unjust enrichment, tortious breach of warranty, and negligent design and failure to warn;

WHEREAS Defendants deny the allegations in the Lawsuits and assert numerous defenses to Plaintiffs’ claims, including that their conduct did not cause any losses to Plaintiffs and that the Class Washers are not defective in design;

WHEREAS, certain Plaintiffs and Whirlpool tried a bellwether case in the United States District Court for the Northern District of Ohio, at which the jury returned a verdict in Whirlpool’s favor on all claims. The Ohio Plaintiffs and trial class appealed the judgment

against them to the United States Circuit Court of Appeals for the Sixth Circuit. That appeal remains pending.

WHEREAS the only claims that have been certified for trial purposes, to date, are the Ohio tort claims in the Ohio action against Whirlpool and the Illinois state-law implied warranty claim in the Illinois action against Sears;

WHEREAS the Parties to this Agreement, after (i) having litigated the Lawsuits for over nine years; (ii) having engaged in substantial discovery, including written discovery, the production of more than 1,000,000 pages of documents by Defendants, several dozens of fact and expert depositions, numerous inspections of Class Washers, and preparation and disclosure of numerous comprehensive expert reports on liability and damages issues; (iii) having conducted multiple court hearings in Ohio and Illinois, including briefings and rulings on motions to dismiss, motions for summary judgment, and motions for class certification; (iv) having prosecuted multiple interlocutory and post-judgment appeals to the Sixth Circuit, Seventh Circuit, and the Supreme Court of the United States; (v) having tried a bellwether action to jury verdict in Ohio; (vi) having undertaken preparations for a forthcoming bellwether action that was scheduled to be tried in February 2016 before a jury in the Northern District of Illinois; and (vii) engaging in numerous arms-length settlement negotiations (some with the assistance of a third-party mediator) over the course of several years, have now reached an agreement providing for a resolution of all Biofilm Claims that have been or could have been brought in the Lawsuits against Defendants on behalf of the Settlement Class;

WHEREAS Plaintiffs and Class Counsel have reviewed and analyzed the documents produced by Defendants and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Class Members under the Settlement

provided for in this Agreement; considered the laws of the several States and the claims that could be asserted under those laws regarding the Class Washers;

WHEREAS Plaintiffs and Class Counsel believe the Settlement is fair, adequate, reasonable and in the best interests of the Class Members, taking into account the benefits provided to the Class Members through the terms of the Settlement, the risks of continued litigation and possibly multiple additional trials and possible additional appeals, and the length of time that would be required to complete the litigation and any appeals;

WHEREAS Defendants have at all times disputed, and continue to dispute, Plaintiffs' allegations in the Lawsuits and deny any liability for any of the claims that have or could have been raised in the Lawsuits by Plaintiffs or the Class Members, but believe that the comprehensive resolution of the Biofilm Claims in the Lawsuits as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation and one or more certified class-action trials, is in the best interest of Class Members, and is in the best interests of Defendants, their employees, and their customers, and is the most effective and efficient resolution of the Lawsuits; and

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

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

**I. DEFINITIONS**

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

- A. “Administration and Notice Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for the: (1) preparation, mailing, emailing, and publication of the Settlement Notice; (2) receipt and adjudication of claims submitted by Class Members for compensation under this Settlement, including the costs of administering a Settlement Website for the review of the Settlement Notice and submission of claims; (3) preparation of status reports to the Parties and the Court; (4) distribution of settlement payments to eligible Class Members who timely submit Valid Claims; (5) receipt and processing of Opt-Out Forms submitted by Class Members who wish to exclude themselves from the Class; and (6) other reasonable costs of notice and claims administration.
- B. “Agreement” means this Class Action Settlement Agreement and all exhibits attached to, and incorporated by reference into, it.
- C. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel under their Fee Application.
- D. “Biofilm Claims” means all allegations, claims, and causes of action that arise from or relate to the accumulation of laundry residue, mold, or bacteria in the Class Washers, sometimes resulting in bad odors and ruined laundry.
- E. “Claimant” means a Person who has submitted a Claim Form.
- F. “Claims Deadline” means 150 days after Preliminary Approval.
- G. “Claim Form” or “Claim Forms” means the proposed forms attached hereto collectively as Exhibit 1, to be approved by the Court and to be submitted to the

Settlement Administrator by Class Members who wish to make a claim in accordance with Section IV of this Agreement.

- H. “Class Counsel” means Lead Class Counsel, as well as James Rosemergy of Carey Danis & Lowe, and Steven Schwartz of Chimicles & Tikellis, LLP.
- I. “Class Member” means any Person who is a member of the Settlement Class and who does not exclude himself or herself from the Settlement Class in the manner and time prescribed by the Court in the proposed Preliminary Approval Order.
- J. “Class Representatives” or “Plaintiffs” means the named Plaintiffs asserting Biofilm Claims in the Lawsuits, including John Bettua, Guiseppina P. Donia, Karen Freeman, Peggy Lemley, Derral Howard, Denise Miller, Charles Napoli, Vic Pfefer, Jeffrey Robinson, Sandra K. Robinson, Gina Glazer, Trina Allison, Jeff Glennon, Mara Cohen, Karen P. Hollander, Jane Werman, Sonja Sandholm-Pound, Shannon Schaeffer, Paula Call, Bonnie Beierschmitt, Phil Torf, Sylvia Bicknell, Rebecca Nordan, Maggie O’Brien, Andrea Strong, Pramila Gardner, Tracy Cloer, Kathryn Cope, Laurie Fletcher, Susan Hirsch, Twilla Martin, Susan Scott, Donna Seeherman, Tracie Snyder, Carlos Vecino, Jennifer Wainwright, and Heidi Klein.
- K. “Class Washer” or “Washer” means a Whirlpool-manufactured washing machine identified by model number on Exhibit 2. All of the Class Washers were manufactured by Whirlpool between 2001 and 2010 on either the “Access” or “Horizon” engineering platform.
- L. “Court” or “*Whirlpool* MDL Court” means the United States District Court for the Northern District of Ohio.

- M. “Defendants” means Whirlpool Corporation and Sears, Roebuck and Co.
- N. “Effective Date” means the first date that is three business days after all the following have occurred: (i) the Court has entered an order granting final approval of the Settlement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this paragraph, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s request for attorney fees, costs, and Service Awards to certain Class Representatives.
- O. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Settlement Class in accordance with Section V of this Agreement, (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as the representatives of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the Settlement; (2) to rule on Class Counsel’s Fee Application; and (3) to consider whether to enter the Final Approval Order. The Court has informed the Parties that the Fairness Hearing will occur on September 7, 2016.
- P. “FAQ” means the proposed Frequently Asked Questions and Answers form attached hereto as Exhibit 3, to be approved by the Court and posted on the Settlement Website in accordance with this Agreement. In addition, the FAQ

form will be mailed to Class Members who contact the Settlement Administrator by telephone or email and request a Claim Form in hard copy.

- Q. “Fee Application” means the application to be filed by Class Counsel by which they will seek an award of attorney fees and reimbursement of costs incurred by them in prosecuting the Lawsuits, as well as Service Awards to be paid to certain Class Representatives.
- R. “Final Approval Order” means the proposed Order Granting Final Approval to the Class Action Settlement and Entry of Final Judgment, to be entered by the Court with the terms and substantially in the form of Exhibit 4 to this Agreement.
- S. “Lawsuits” means the Whirlpool Actions and Sears Actions, collectively.
- T. “Lead Class Counsel” means Jonathan D. Selbin, Mark P. Chalos, and Jason L. Lichtman of Lieff Cabraser Heimann & Bernstein, LLP.
- U. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, subject to review and approval by Class Counsel.
- V. “Notice Date” means the Court-ordered deadline by which the Settlement Administrator must complete the mailing of the postcard notices and the emailing of the email notices, which shall be no more than 30 days after entry of the Preliminary Approval Order.
- W. “Person” means any natural person.



- X. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with the terms and substantially in the form of Exhibit 5 attached to this Agreement.
- Y. “Plaintiffs’ Counsel” shall mean all plaintiffs’ attorneys of record in these cases, as well as all plaintiffs’ attorneys who timely submitted contemporaneous time or expense records to the *Whirlpool* MDL Court.
- Z. “Prequalified Class Member” means a Class Member identified in Whirlpool’s or Sears’s databases as having reported a mold or odor problem to Whirlpool or Sears within five years of purchase of a Class Washer. The search terms that will be used to identify the Prequalified Class Members will be the same search terms that Dr. Paul Taylor used for his data analyses disclosed in his expert reports in the Lawsuits. The Prequalified Class Member list, as well as Whirlpool’s and Sears’ service and call center databases, will be provided to the Settlement Administrator for an independent, third-party audit to verify that Whirlpool and Sears have properly identified the Prequalified Class Members.
- AA. “Publication Notice” means the proposed notice, with the terms and form of Exhibit 6 attached to this Agreement, to be approved by the Court and to be published in accordance with the notice plan set forth in Section V of this Agreement.
- BB. “20% Rebate Option” means a 20% rebate off the best negotiated retail purchase price (not including sales taxes, delivery fees, or installation charges) of a new Rebate Eligible Washer or Dryer. The rebate form to be provided to Class

Members who file Valid Claims is transferable to any household or immediate family member.

- CC. “5% Rebate Option” means a 5% rebate off the best negotiated retail purchase price (not including sales taxes, delivery fees, or installation charges) of a new Rebate Eligible Washer or Dryer or any pair of Rebate Eligible Washer and Dryer (i.e., a 5% rebate off the best negotiated retail purchase price for a washer/dryer pair). The rebate form to be provided to Class Members who file Valid Claims is transferable to any household or immediate family member.
- DD. “Rebate Eligible Washer or Dryer” means a Whirlpool-manufactured washer or dryer identified on Exhibit 7 to this Agreement. As necessary to reflect new appliance models available to consumers, Whirlpool shall update the Rebate Eligible Washer or Dryer list and provide a copy of the updated list to the Settlement Administrator for posting on the Settlement Website and for distribution to the 20% Rebate Option and 5% Rebate Option Claimants.
- EE. “Rebate Redemption Deadline” means the later of December 31, 2017, or one year after the date on which the Settlement Administrator or Rebate Vendor mails or emails the rebate forms to the 20% Rebate Option or 5% Rebate Option Claimants.
- FF. “Rebate Vendor” means the firm selected by Defendants in consultation with Class Counsel and paid by Whirlpool to administer the rebate program in accordance with this Agreement. The Rebate Vendor may, but need not, be the Settlement Administrator.

- GG. “Released Claims” means, as to the Class Representatives and all Class Members, all claims released under the release and waiver set forth in Section XI of this Agreement.
- HH. “Releasees” means (a) Sears, Whirlpool, and Maytag 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.
- II. “Sears” means Sears, Roebuck and Co., its parent Sears Holdings Corporation, and Sears Holdings Corporation’s consolidated subsidiaries, including, without limitation, Kmart Corporation, and their successors, predecessors, assigns, affiliates, parent companies, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys, and employees.
- JJ. “Sears Actions” means the biofilm-related claims and allegations in the certified and putative class-action lawsuits consolidated in the case captioned *In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation*, Case Nos. 06-CV-7023, 07-CV-0412, and 08-CV-1832, pending in the United States District Court for the Northern District of Illinois, Eastern Division
- KK. “Service Award” means a reasonable payment, subject to Court approval, made to a Class Representative to compensate for his or her efforts in pursuing the Lawsuits.

- LL. “Settlement” means the settlement provided for in this Agreement.
- MM. “Settlement Administrator” means Angeion Group (“Angeion”).
- NN. “Settlement Class” means all residents of the United States and its territories who
- (a) purchased a new Class Washer; (b) acquired a Class Washer as part of the purchase or remodel of a home; or (c) received as a gift, from a donor meeting those requirements, a new Class Washer not used by the donor or by anyone else after the donor purchased the Class Washer and before the donor gave the Class Washer to the Class Member. Excluded from the Settlement Class are
- (a) officers, directors, and employees of the Defendants, (b) insurers of Class Members, (c) subrogees or all entities claiming to be subrogated to the rights of a Washer purchaser, Washer owner, or a Class Member, and (d) all third-party issuers or providers of extended warranties or service contracts for the Washers.
- OO. “Settlement Notice” means the proposed written notices attached hereto, collectively, as Exhibit 8, to be approved by the Court and to be sent to Class Members in accordance with Section V1 of this Agreement.
- PP. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice, the making of claims, and for other administrative purposes related to the Settlement, as detailed in Section V of this Agreement.
- QQ. “Valid Claim” means a Claim Form that (i) is timely submitted by a Class Member in accordance with the requirements of the Preliminary Approval Order, (ii) is signed by that Class Member with a certification that the information is true and correct to the best of the Class Member’s knowledge and recollection, and

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<sup>1</sup> All references to “Section V of this Agreement” are to the portion of this Settlement Agreement that begins on page 24 below, not to subparagraph V of this Section I.

(iii) contains all of the attestations, certifications, information, and documentation required for that Class Member to be eligible to receive one or more of the benefits provided in Section IV of this Agreement.

RR. “Whirlpool” means Whirlpool Corporation and its subsidiaries and affiliates, including their successors, predecessors, assigns, affiliates, parents, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys, and employees.

SS. “Whirlpool Action” means the putative class-action lawsuits in the multi-district litigation captioned *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001), pending in the Court.

## **II. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

For the purposes of implementing this Agreement and the Settlement, and for no other purpose, Defendants stipulate to the conditional certification of the Settlement Class on a nationwide basis. If for any reason this Agreement should fail to become effective, Defendants’ stipulation to certification of the nationwide Settlement Class shall be null and void, and the Parties shall return to their respective positions in the Lawsuits as those positions existed immediately before the execution of this Agreement.

## **III. REQUIRED EVENTS**

- A. By April 18, 2016, Plaintiffs shall file with the Court a joint motion seeking entry of the Preliminary Approval Order, which shall:
1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
  2. Conditionally certify the Settlement Class as a nationwide class for the purpose of effecting the Settlement;
  3. Designate Plaintiffs as the representatives of the Settlement Class;

4. Designates Lead Counsel as well as the other Class Counsel as counsel for the Settlement Class;
5. Designate Angeion as the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:
  - a. Disseminate the Settlement Notices, including the Publication Notice.
  - b. Establish the Settlement Website with information the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative complaints, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Application, plus relevant orders of the Court.
  - c. Establish a toll-free telephone number that Class Members can call to request hard copies of the Claim Forms and FAQ be sent to them by mail and obtain additional information regarding the Settlement. This shall be accomplished before mailing the Settlement Notice or publishing Publication Notice.
  - d. Receive, evaluate, and either approve as meeting the requirements of this Agreement or disapprove as failing to meet those requirements Claim Forms submitted by Claimants.

- e. Thirty days before mailing Notices of Claim Denial, provide to Defendants and Class Counsel: (i) a list of the names and addresses of all Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims, separately identified by category of settlement benefit to be paid; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims. Class Counsel shall then have an opportunity to review the Notices of Claim Denial and request a meet and confer with counsel for Defendants and the Settlement Administrator should Class Counsel or a Class Member decide to challenge any of the Notices of Claim Denial. In the event Class Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the Class Member until Class Counsel and counsel for Defendants meet and confer to arrive at a resolution.
- f. Send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial. Such a person shall have 30 days to cure the reason for any denial.

- g. Effect Publication Notice (via traditional and social media) for the Settlement Class. Traditional publication notice shall take the form attached as Exhibit 6 to this Agreement.
  - h. Process requests for exclusion from the Settlement in accordance with Section IX of this Agreement.
  - i. Process objections to the Settlement in accordance with Section VIII of this Agreement.
  - j. Within 30 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Defendants and Class Counsel a statement, under penalty of perjury, of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Class Members (in total and by category of benefit).
6. Approve the form, contents, and methods of notice to be given to the Settlement Class as set forth in Section V of this Agreement, and direct Defendants to provide, and cause to be provided, such notices and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section V of this Agreement.
7. Establish procedures and schedule deadlines for Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the



Settlement Administrator, all consistent with Sections IV, V, VIII, and IX of this Agreement;

8. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement; (b) Class Counsel's Fee Application; and (c) objections to certification of the Settlement Class, to the designation of Plaintiffs as the representatives of the Settlement Class, to the appointment of Class Counsel as counsel for the Settlement Class, or to the Settlement.

B. Defendants may file a memorandum in support of the motion seeking entry of the Preliminary Approval Order.

C. At the Fairness Hearing the Parties will jointly request the Court to enter the Final Approval Order that:

1. Grants final approval of the certification of the Settlement Class.
2. Designates Plaintiffs as the representative of the Settlement Class and Lead Counsel as well as other Class Counsel as counsel for the Settlement Class.
3. Grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class.
4. Provides for the release of all Released Claims and enjoins Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future.

5. Orders the dismissal with prejudice of all claims alleged in the Whirlpool Action, and incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorney fees, except as provided in Section X below.
  6. Authorizes the payment by Defendants of Valid Claims approved by the Settlement Administrator as Valid Claims, or otherwise reviewed by Class Counsel and counsel for Defendants and determined to be Valid Claims.
  7. Preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement.
  8. In addition, Class Counsel will move the Court for entry of a separate order approving: (1) Service Awards; and (2) attorney fees and costs to Class Counsel in an amount to be determined by the Court consistent with the terms of this Agreement.
- D. As soon as practicable after execution of this Agreement, the Parties shall file in the Sears Actions a stipulated motion, proposed stipulated order, or other filing to (i) stay the cases and (ii) provide for their automatic dismissal after the Effective Date of the Settlement.
- E. Plaintiffs, Class Counsel, and Defendants will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Plaintiffs, Class Counsel, and Defendants will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order or Final Approval Order, the Parties

will return to their positions in the Lawsuits as they were immediately prior to the execution of this Settlement Agreement.

**IV. BENEFITS AVAILABLE TO SETTLEMENT CLASS MEMBERS**

- A. To qualify for any compensation under this Agreement, a Claimant must timely submit to the Settlement Administrator a properly completed Claim Form attesting (if a Prequalified Class Member) or showing (if a Non-Prequalified Class Member) that the Claimant is a Class Member because he or she bought or acquired a new Class Washer for household use.
1. The mailed and emailed Class Notice will include a pre-printed unique claim identification number that the Settlement Administrator will use to determine whether the Claimant is a Prequalified Class Member or a Non-Prequalified Class Member.
  2. Prequalified Class Members will be required only to confirm their names, addresses, and (in the case of emailed Claim Forms) email addresses; check several eligibility boxes on the Claim Form; and sign (or electronically sign) the Claim Form attesting that the statements are true and correct.
  3. To establish their Class Member Status, Non-Prequalified Class Members will only be required to provide the information that Prequalified Class Members must provide, their names, addresses, and sufficient proof that they bought or acquired a new Class Washer with their Claim Form. To do so, they may provide their Class Washer's model and serial numbers or alternate proof of purchase or ownership; and sign (or electronically sign) the Claim Form attesting that the statements are true and correct.

4. Class Members will be able to electronically submit claims through the Settlement Website. The Settlement Administrator shall pre-populate the online Claim Form with all relevant information, such as name, address, and model and serial numbers, that is readily accessible in Whirlpool's or Sears' databases. All Class Members who cannot be identified in Whirlpool's or Sears' databases must provide with their Claim Form information sufficient to establish their Class Member status.

B. Subject to the requirements of Sections IV(D) and IV(E) of this Agreement: Prequalified Class Members who timely submit a Valid Claim and Non-Prequalified Class Members who timely submit a Valid Claim including a statement under oath attesting that they experienced persistent bad odors and/or mold growth problems inside their Washer within five years of purchasing a Class Washer will be eligible to select one of three separate benefits, depending on their individual circumstances. First, they may select a cash payment of \$50. Second, they may select the 20% Rebate Option. Finally, if the Class Member incurred documented out-of-pocket expenses to service or replace their Class Washer due to mold or odor problems, they may instead choose to recover any documented out-of-pocket expenses to service or replace their Class Washer due to mold or odor problems up to \$500 in total.

1. Sears and Whirlpool, together with the Settlement Administrator, will design the rebate forms for the Class Members. Class Counsel will review and approve the rebate forms before the Settlement Administrator

disseminates it to any Class Member. Class Counsel will not unreasonably withhold approval.

2. Both Prequalified Class Members and Non-Prequalified Class Members must submit documentation to establish eligibility for out-of-pocket expenses.

- a. In order to receive a cash reimbursement of out-of-pocket expenses to service a Class Washer due to mold or odor problems, the Class Member must submit documentation showing the service calls and the costs incurred in connection with those service calls (e.g., receipt for the repair of a Class Washer, service tickets, a payment to a service technician for labor or parts (including payments for Affresh or other washer cleaners required to ameliorate mold or odor problems), or receipts for parts purchased for a Class Washer due to 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 service-related expenses will be compensated if they were incurred after December 31, 2015.

- b. In order to receive cash reimbursement of out-of-pocket expenses to replace rather than repair a Class Washer, the Class Member must submit documentation showing that the Class Member had at least three service calls or complaints regarding mold or odor problems before he or she replaced the Class Washer (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 and odor problems). If a Settlement Class Member cannot provide the qualifying documentation described in this paragraph, the Settlement Administrator will search Sears's and Whirlpool's service databases for proof of any missing information. 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.

3. The affirmation under oath to be made on the claim form for Non-Prequalified Class Members shall read: **“I attest under oath that within five years after purchasing my Washer, I experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside my Washer, and that I took steps to remedy the problem, such as using a washing machine cleaner or other steps to clean my Washer to remove bad odors or mold, or contacting a third-party servicer for advice or a repair.”**

- C. Subject to the requirements of Sections IV(D) and IV(E) of this Agreement, all other Class Members (i.e., those who establish that they purchased or acquired a new Class Washer but do not claim to have experienced a mold or odor problem within the first five years of purchase of their Class Washer) who timely submit a

Valid Claim will be eligible to receive the 5% Rebate Option. Sears and Whirlpool, together with the Settlement Administrator, will design the rebate form for the Class Members. Class Counsel will review and approve this rebate form before the Settlement Administrator disseminates it to any Class Member. Class Counsel approval will not be unreasonably withheld.

- D. Each Class Member who makes a Valid Claim to receive a rebate benefit shall be entitled to a single rebate benefit for each subject Class Washer he or she purchased. For example, if a Class Member bought and registered two Class Washers, that Class Member would be eligible to receive two rebate benefits. The 5% Rebate Option is available to all Class Members who ever bought or acquired a new Class Washer, and they need not currently own their Class Washer to qualify for the 5% Rebate Option.
- E. After the Settlement Administrator determines which claims are Valid Claims and which are not, the Settlement Administrator will email or mail to each Class Member who submits a Valid Claim for the 20% Rebate Option or the 5% Rebate Option a rebate form that includes a unique authorization code identifying the rebate form as a valid rebate form and enabling the Class Member, if he or she chooses, to transfer the rebate form any family member or member of the Class Member's household who may use the rebate form to purchase a Rebate Eligible Washer or Dryer (or both). Each unique rebate form and authorization code will be honored only one time to prevent fraudulent claims that seek to re-use the same authorization code.

- F. No Class Member who received from Sears or Whirlpool either a full refund of the purchase price he or she paid for the Class Washer or a free exchange of the Class Washer for a new washing machine of any model will be entitled to any payment or other compensation under this Section IV, unless (a) the Class Member received a free exchange of the Class Washer for a new Class Washer and (b) the Class Member's experiences with the second Class Washer qualifies the Class Member for compensation for that second Class Washer under the terms of this Agreement. To establish eligibility for any payment or other compensation under this Agreement, Class Members will be required to check an eligibility box on the Claim Form stating that they did not receive either a full refund of the purchase price paid for the Class Washer or a free exchange of the Washer for a new washing machine of any kind, unless the new washer was a Class Washer qualifying the Class Member for relief under this Agreement.
- G. Class Members who have previously received from Sears or Whirlpool any form of compensation for a mold or odor problem with the Class Member's Washer (e.g., a policy-adjust cash payment, a partial refund, a discount off the regular price of a new clothes washer, a coupon applicable to the purchase of a new clothes washer that was redeemed), shall have any compensation to which the Class Member would otherwise be entitled under this Section IV reduced as follows:
1. For any policy-adjust cash payment, cash refund, or other cash payment, the amount of that payment.



2. For any specified dollar-discount off the price of any new washing machine, the specified dollar amount.
3. For any specified percentage-discount off the price of any new washing machine, the dollar amount determined by applying that percentage to the regular, then-prevailing price of that product.
4. For any coupon redeemed for the purchase of a new washing machine, the dollar amount specified on the face of the coupon redeemed.

All other Class Members will be required to check a box on the Claim Form stating that they did not receive any of these customer-satisfaction benefits from Whirlpool or Sears related to a mold or odor problem with their Class Washer.

- H. All Class Members shall be required to mail or email to the Settlement Administrator their completed rebate form and proof of purchase of a Rebate Eligible Washer or Dryer by December 31, 2017 or one year after the date on which the Settlement Administrator mails or emails the blank rebate forms to the rebate Claimants, whichever of these two dates is later. This allows Class Members at least one year or more to make an eligible purchase and submit the rebate form. The Settlement administrator shall mail rebate checks to Class Members within 12 weeks after receipt of the completed rebate form.

**V. SETTLEMENT NOTICE AND ADMINISTRATION**

- A. All decisions regarding notice and settlement administration shall be made jointly between Defendants and Class Counsel. Class Counsel and counsel for Defendants shall have the ability to communicate with the Settlement Administrator without the need to include each other in each of those communications. Disputes, if any, shall be resolved by the Court. This includes

any disputes over whether a particular class member is entitled to recover a particular claim for relief.

B. As soon as practicable, but no later than 30 days after the Court's entry of the Preliminary Approval Order:

1. The Settlement Administrator shall send or cause to be sent, by first-class United States Mail a copy of the Settlement Notice to every Class Member who reasonably can be identified in Sears's and Whirlpool's records. Sears and Whirlpool will obtain or cause to be obtained address updates utilizing a National Change of Address database. The Settlement Administrator will use any updated addresses thus obtained. The Settlement Administrator will forward Settlement Notices that are returned by the U.S. Postal Service with a forwarding address.
2. The Settlement Administrator also shall send or cause to be sent, via electronic mail, a copy of the Settlement Notice to every Class Member whose email address Sears and Whirlpool can reasonably identify. If the Settlement Administrator can identify more email addresses for Prequalified Class Members by performing an email address lookup, Whirlpool will pay the reasonable costs of such a search. Electronic mail notices shall advise Class Members if they are Prequalified Class Members.

C. At least 15 days before the deadline to file claim forms, the Settlement Administrator shall again mail and email the Settlement Notice to Prequalified

Class Members. This second set of mailed and emailed notices shall remind Prequalified Class Members of the deadline for filing a claim.

- D. At approximately the same time as the Settlement Administrator mails and emails the initial round of Settlement Notice, it shall provide Publication Notice to the Class Members using both traditional and social media. At approximately the same time the Settlement Administrator performs the second round of mailed and emailed notices to Prequalified Class Members, it shall run a second round of social media notice. The Settlement Administrator's notice expert will design the social media notice. All notices must be approved by Whirlpool and Class Counsel before the notices are published.
- E. Whirlpool will not oppose reasonable efforts by Class Counsel to provide additional notice to the Class Members, at Class Counsel's expense, subject to Whirlpool's approval of its content.
- F. Whirlpool shall pay Angeion Group's reasonable costs, up to \$7,000, incurred in preparing to mail and email the class certification notices to the Illinois Class Members in the Sears Action, which notice campaign has been rendered unnecessary by this Agreement.
- G. To facilitate the efficient administration of this Settlement, and to promote compensation pursuant to this Settlement, the Settlement Administrator will establish a Settlement Website that enables Class Members to:
  - 1. Read the Settlement Notice and FAQ.

2. Complete, review, and submit a Claim Form online. This shall include the ability to electronically upload and submit documents supporting their Claim Form.
  3. Print the completed Claim Form for signature by the Class Member and mailing to the Settlement Administrator along with any required documentary proof.
- H. The Parties agree that the Settlement Notice, FAQ, Claim Forms, Publication Notice, and Settlement Website will provide information sufficient to inform Class Members of: (1) the essential terms of this Agreement; (2) appropriate means for obtaining additional information regarding the Agreement and the Lawsuits; (3) appropriate information about the procedure for objecting to or excluding themselves from the Settlement, if they should wish to do so; and (4) appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties also agree that the dissemination of the Settlement Notice and the FAQ in the manner specified in this Section V satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.
- I. The Parties will request the Court to approve, in the Preliminary Approval Order, the direct mailing and emailing of the Settlement Notice, the Settlement Website publication of the Settlement Notice and FAQ, the Settlement Website publication of the Claim Forms, and the Publication Notice all as set forth above in this Section V.

- J. As soon as practicable, but no later than 10 days after Plaintiffs file this Agreement in the Court, Whirlpool and Sears shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. Section 1715.
- K. Within 45 days after the Court's entry of the Preliminary Approval Order, Whirlpool and Sears will file with the Court a declaration of compliance with this plan of notice, including a statement of the number of persons to whom the Class Notice was mailed and emailed.

**VI. COSTS OF NOTICE AND CLAIMS ADMINISTRATION**

In addition to providing to Class Members the compensation and benefits described in Section IV above, Whirlpool shall pay, separate from the compensation payments, the Administration and Notice Expenses, including the cost of any Publication Notice required by law or this Agreement. Defendants shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiffs or Class Counsel in (a) responding to inquiries about the Agreement, the Settlement, or the Lawsuits; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed. Defendants shall, however, be required to pay the reasonable costs, if any, billed by the Settlement Administrator for work performed by the Settlement Administrator to provide information to the Court regarding the notice and settlement administration process related to challenges/objections to the Agreement or the Settlement.

**VII. COMPENSATION TO PLAINTIFFS**

- A. Compensation as Members of the Settlement Class. Each Plaintiff shall be entitled to participate in the claims procedures described in Section IV of this Agreement to the same extent as Class Members.

- B. Service Awards. Subject to approval by the Court, Whirlpool shall pay \$4,000 to each of the following Plaintiffs: John Bettua, Guiseppina P. Donia, Karen Freeman, Peggy Lemley, Derral Howard, Denise Miller, Charles Napoli, Vic Pfefer, Jeffrey A. and Sandra K. Robinson together (i.e., not separately to each of them), Gina Glazer, Trina Allison, Jeff Glennon, Mara Cohen, Karen P. Hollander, Jane Werman, Sonja Sandholm-Pound, Shannon Schaeffer, Paula Call, Bonnie Beierschmitt, Phil Torf, Sylvia Bicknell, Rebecca Nordan, Maggie O'Brien, Andrea Strong, Tracy Cloer, Kathryn Cope, Laurie Fletcher, Tracie Snyder, and Pramila Gardner. Each of these Plaintiffs have responded to written discovery and been deposed or inspected by Defendants. Subject to approval by the Court, Whirlpool shall pay \$1,000 each to named plaintiffs who were not subject to both written discovery and a deposition or inspection. The named plaintiffs receiving \$1000 are: Susan Hirsch, Heidi Klein, Twilla Martin, Susan Scott, Donna Seeherman, Carlos Vecino, and Jennifer Wainwright. Even though each of these Plaintiffs has signed this Agreement and support approval of the Settlement, payment of the Service Award is not contingent on such authorizing and supporting the Agreement. Any Plaintiff who is a class representative for the CCU settlement class in the Sears Actions and who shall receive a service award in the CCU class settlement shall not be entitled to receive a second or separate Service Award in connection with this Settlement or Agreement.

#### **VIII. PROCEDURES FOR SETTLEMENT APPROVAL**

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final dismissal, with prejudice, of the Lawsuits.

B. Preliminary Approval

1. No later than April 18, 2016, or as soon thereafter as practicable and consistent with any further order of the Court, Plaintiffs shall file a joint motion with the Court for: (A) preliminary approval of the Settlement; (B) authorization to disseminate the Settlement Notice contemplated by this Agreement to all members of the Settlement Class; and (C) a stay of all proceedings in the Whirlpool Actions, except in connection with this Agreement as set forth herein (the “Motion”). The Motion shall include: (A) the proposed Preliminary Approval Order; (B) proposed forms of the Settlement Notice and methods for dissemination; (C) proposed date of dissemination of the Settlement Notice to the Settlement Class; and (D) proposed schedule through final approval of the Agreement.
2. The deadlines established in the Preliminary Approval Order are:
  - a. Within thirty (30) days after entry of the Preliminary Approval Order: the Settlement Administrator shall mail and email the Settlement Notices as required by Section V of this Agreement.
  - b. Within forty-five (45) days after entry of the Preliminary Approval Order: the Settlement Administrator shall file with the Court a declaration of compliance with the notice requirements set forth in Section V of this Agreement.
  - c. Within sixty (60) days of entry of the Preliminary Approval Order: Class Counsel shall file their Fee Application.

- d. Within ninety (90) days after entry of the Preliminary Approval Order: any objectors shall file objections, together with all supporting memoranda and other material, with the Court and serve that filing on Class Counsel and Defendants. This includes objections to: certification of the Settlement Class, the designation of Plaintiffs as Class Representatives, the appointment of Class Counsel, the Settlement, the Agreement, or Class Counsel's Fee Application.
- e. Within ninety (90) days after entry of the Preliminary Approval Order: requests by Class Members to be excluded from the Settlement must be either postmarked by the United States Postal Service (in the case of mailed exclusions) or actually received by the Settlement Administrator (in the case of electronically submitted exclusions). The Settlement Administrator must file a list of all exclusions with the Court within ninety-five (95) days.
- f. Within ninety-five (95) days after entry of the Preliminary Approval Order: Any Person or attorney seeking to appear at the Fairness Hearing must file with the Court and serve on Class Counsel and Defendants an entry of appearance in the Whirlpool Action and notice of intention to appear at the Fairness Hearing. This includes any person objecting to any or all of certification of the Settlement Class, designation of Plaintiffs as Class



Representatives, appointment of Class Counsel, the Settlement, the Agreement, or Class Counsel's Fee Application.

- g. Within one-hundred-ten (110) days after entry of Preliminary Approval Order: Class Counsel shall file their reply, if any, in support of their Fee Application.
- h. Within one-hundred-twenty (120) days after entry of the Preliminary Approval Order: Class Counsel shall file the proposed Final Approval Order and memorandum in support of Final Approval.
- i. One-hundred-fifty (150) days after the Preliminary Approval Order: Claims Deadline: all claims by Class Members to the Settlement Administrator for benefits under Section IV of this Agreement shall be postmarked (in the case of mailed Claims Forms) or received (in the case of electronic Claims Forms). Claims received after this date shall not be Valid Claims.
- j. On September 7, 2016: Fairness Hearing.

C. Final Approval

- 1. At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which (1) grants final approval of the certification of the Settlement Class, designation of the Class Representatives, and designation of Lead Counsel and other Class Counsel; (2) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (3) provides for the

release of all Released Claims and enjoins Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) orders the dismissal with prejudice of all claims alleged in the Whirlpool Action, and incorporates the releases and covenant not to sue stated in this Agreement, with each Party to bear its, his, or her own costs and attorney fees, except as provided in Section X below; (5) authorizes the payment by Whirlpool of Valid Claims approved by the Settlement Administrator as Valid Claims, in accordance with the terms of the Agreement; and (6) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.

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

#### **IX. REQUESTS FOR EXCLUSION**

- A. Any member of the Settlement Class shall have the right to opt out of the Settlement Class by sending a written request for exclusion from the Settlement Class to the Settlement Administrator's address listed in the Settlement Notice. It shall be postmarked no later than a deadline to be set by the Court, and this deadline shall be set forth in the Settlement Notice.
- B. Within 10 days after the Court-ordered deadline for timely and properly opting out from the Settlement Class, the Settlement Administrator shall provide to counsel for Defendants and Class Counsel a list of the names and addresses of the members of the Class who have opted out.

**X. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS, AND SERVICE AWARDS TO PLAINTIFFS**

- A. As part of the Settlement, Defendants have agreed to pay Plaintiffs' Counsel reasonable attorney fees and costs, without reducing the amount of money available to pay Valid Claims submitted by Class Members or the amount of money to be paid for work performed by the Settlement Administrator.
- B. Class Counsel represents that their total estimated attorney fees and expenses incurred in the Lawsuits from 2006 to the present equal or exceed approximately \$40,000,000, including approximately \$7,300,000 in out-of-pocket litigation costs. In their Fee Application to be filed with the Court, Class Counsel will include a reference to this total, and will base their attorney fee and cost request on a minimum of \$30,000,000 in total lodestar and costs incurred in the Lawsuits.
- C. The amount of attorney fees and costs to be paid to Plaintiffs' Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court. Class Counsel agrees to request, and Defendants agree not to oppose, up to \$14,750,000 as the reasonable amount of attorney fees and costs to be paid by Whirlpool (on behalf of Whirlpool and Sears) to Plaintiffs' Counsel, subject to Court approval.
- D. Whirlpool shall pay the Court-approved amount of attorney fees and costs, up to \$14,750,000, within thirty (30) days after the Court's entry of the final approval order and final judgment, regardless of any appeal that may be filed or taken by any Class Member or third party. Class Counsel will repay to Whirlpool the amount of the award of attorney fees and costs in the event that the final approval order and final judgment are not upheld on appeal and, if only a portion of fees or

costs (or both) is upheld, Class Counsel will repay to Whirlpool the amount necessary to ensure the amount of attorney fees or costs (or both) comply with any court order. Under no circumstances will Whirlpool pay more than \$14,750,000 in attorney fees and costs to Class Counsel.

- E. Defendants shall not oppose a Service Award of \$4,000.00 or \$1,000.00 to each of the Class Representatives or intended named Plaintiffs, all as specifically provided in Section VII(B) of this Agreement. This agreed amount will be subject to Court approval and will be included in Class Counsel's Fee Application.
- F. Lead Class Counsel shall have the authority to determine and make an allocation of attorney fees and costs to any counsel representing any of the Plaintiffs who claims an entitlement to share in any fees or costs approved by the Court and paid by Whirlpool. Any disputes regarding such allocation shall be resolved by the Court.
- G. Any issues relating to attorney fees and costs or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. In the event the Court declines to approve, in whole or in part, the payment of attorney fees, litigation

costs and expenses to Class Counsel in the amount sought by Class Counsel or the payment of any Service Award, the remaining provisions of this Agreement shall remain in full force and effect.

**XI. RELEASES**

- A. Plaintiffs and all Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of claims, actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiffs now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred from the beginning of time up to and including the Effective Date of this Agreement and that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Washers that are alleged or could have been alleged in the Lawsuits relating to an alleged mold or odor problem (including alleged mold or bacteria growth or bad odors inside the Washers; bad odors on laundry cleaned in the Washers as a result of biofilm, mold, bacteria, or mildew; failure of the Washers to adequately self-clean; or failure of Affresh Washer Cleaner to remedy the alleged defects or adequately clean the Washers), or to any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Lawsuits or the claims or defenses asserted in the Lawsuits, including all claims for out-of-pocket expense, consequential, diminution-in-value, benefit-of-the-bargain, cost-

of-repair, cost-of-replacement, cost-of-maintenance including the purchase of Affresh, or premium-price damages.

- B. The Released Claims specifically exclude claims for (i) personal injury, (ii) emotional distress; (iii) damage to property other than the Class Washer itself, and (iv) economic loss claimed in any unrelated litigation.
- C. By executing this Agreement, the Parties acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuits shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Final Approval Order shall provide for and effect the full and final release, by Plaintiffs and all Class Members, of all Released Claims.
- D. As additional consideration for the Settlement and benefits provided by this Agreement, each Plaintiff agrees to take all reasonable actions to support any of the Releasees' efforts to obtain dismissal of any claims or causes of action brought against them, including any action for contribution or indemnity, that may at any time be asserted against any of the Releasees by any of Plaintiffs, or any anyone subrogated to any of the Plaintiffs' rights in any capacity, and that arise from or relate to any loss, injury, property damage, or expense, including, but not limited to, all incidental and consequential damages, lost wages, lost income, lost profits, loss of use, and loss or damage to any items that resulted from or that might have, or are alleged to have, resulted from the sale of Class Washers to Plaintiffs.

- E. Future or Unknown Harm and Waiver of Statutory Rights: It is possible, although unlikely, that other injuries, damages, losses, or future consequences or results of the sale, purchase, use, non-use, need for repair, or repair of the Class Washers are not currently known by Plaintiffs and Class Members and will develop or be discovered that relate to the subject matter of this litigation. The Release in this Agreement, and the compromise on which it is based, are expressly intended to and do cover and include a release by each Plaintiff and Class Member of all such future injuries, damages, losses, or future consequences or results, excluding any future injury to person or to property other than the Class Washer itself, and including a release and waiver of all rights, causes of actions, claims, and lawsuits against the Releasees that may exist or arise in the future because of such future injuries, damages, losses, or future consequences or results of known or unknown injuries that relate to or arise out of the subject matter of this litigation.
- F. Plaintiffs and Class Members hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

Plaintiffs and Class Members expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of

other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiffs and Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against Releasees. In furtherance of such intention, the release herein given by Plaintiffs and Class Members to the Releasees shall be and remain in effect as a full and complete general release of all claims notwithstanding the discovery or existence of any such additional different claims or facts.

- G. Each Plaintiff and Class Member expressly consents that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action as referenced above. Each Plaintiff and Class Member acknowledges and agrees that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that without this waiver the compromise settlement would not have been accomplished. Each Plaintiff has been advised by his or her attorney with respect to this waiver and, being of competent mind, understands and acknowledges its significance.
- H. Each Party expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found to be other than or different from the



facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, attorney fees, damages, claims, and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, pertaining to the Released Claims of this Agreement.

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

## **XII. COVENANT NOT TO SUE**

Plaintiffs, on behalf of themselves and the Class Members who do not timely exclude themselves from the Settlement, (i) covenant and agree that neither Plaintiffs nor any of the Class Members, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees, or any of them, in connection with the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of any of them; and (iii) agree that this Agreement shall be a complete bar to any such action.

### **XIII. REPRESENTATIONS AND WARRANTIES**

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

- A. To the extent permitted by law and the applicable rules of professional conduct, Class Counsel represent and warrant that they do not have any present intention to file any class action lawsuit in any jurisdiction, including other states or countries, relating to any alleged self-cleaning defect or mold or odor problems in any Whirlpool-manufactured washing machine. Class Counsel further represent and warrant that they will not contact any other attorney or law firm to discuss or encourage pursuing litigation related to such alleged defects or mold or odor problems in any other Whirlpool-manufactured washing machine. The foregoing shall not restrict the ability of Class Counsel to fulfill their responsibilities to absent Class Members in connection with the settlement proceedings in the Lawsuits.
- B. To the extent permitted by law and the applicable rules of professional conduct, the Settlement is conditioned on the Class Representatives' and Class Counsel's agreement not to cooperate with any other lawyers who are litigating or who wish to litigate washing machine mold and odor claims against Whirlpool or Sears. This prohibited cooperation extends to washing machines that are not Class Washers. The foregoing shall not restrict the ability of Class Counsel to fulfill their responsibilities to absent Class Members in connection with the settlement proceedings, nor shall it restrict Class Counsel's responsibility to respond to orders of any court or other legal obligation.

- C. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- D. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiffs have or may have arising out of the Lawsuits or pertaining to the design, manufacture, testing, marketing, purchase, use, sale, servicing, or disposal of the Class Washers or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person or entity other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.
- E. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for the other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
- F. Each of the Parties has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and her or its attorneys.

- G. Each of the Parties has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his or her attorneys.
- H. Each term of this Agreement is contractual and not merely a recital.

**XIV. MISCELLANEOUS**

- A. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Agreement and Settlement.
- B. Publicity or Media Inquiries About the Settlement: In connection with any media inquiry or publicity concerning this Settlement, Class Counsel agree that they shall refer all inquiries to Jonathan Selbin and that Class Counsel's public statements to the media or other third parties will accurately report that the stipulated amount of attorney fees to be awarded to Class Counsel is approximately \$7,450,000 and that the stipulated amount of cost reimbursement is approximately \$7,300,000. Class Counsel will not characterize the stipulated amount of attorney fees and costs as a collective \$14,750,000, but instead will report the attorney fee figure and the cost reimbursement figure as two separate and distinct amounts.
- C. Mutual Non-Disparagement: To the extent permitted by law and the applicable rules of professional conduct, the Settlement is conditioned on the Parties' and their lawyers' agreement not to disparage Defendants, Plaintiffs, or Class Counsel regarding the subject matters of the Lawsuits. The Class Representatives and Class Counsel agree to not create, establish, or assist in the development of any

website or “gripe” site that criticizes the Defendants with respect to the Lawsuits, the Settlement, or the Class Washers. The foregoing shall not restrict the ability of counsel from performing their responsibilities to absent Class Members in connection with settlement approval proceedings, nor shall it restrict counsel’s responsibilities to respond to orders of any court or other legal obligations. This provision shall not be interpreted to interfere or limit any rights or obligations under the applicable rules of professional conduct or to extend to any matter that is unrelated to the subject matters of the Lawsuits.

- D. No Extension of Written Warranty: In connection with this Agreement and Settlement, Defendants have not agreed to any extension of their written warranties for the Class Washers. The only settlement benefits are those benefits described in Section IV of this Agreement.
- E. Return or Destruction of Confidential Documents: Within thirty (30) days after the Effective Date, Plaintiffs will return or destroy (and certify in writing that they have destroyed) Sears’s and Whirlpool’s confidential documents and Defendants will return and destroy (and certify in writing that they have destroyed) any confidential documents produced by Plaintiffs.
- F. Conditional Nature of Agreement: At Plaintiffs’ option, expressed in written notice to Defendants’ counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties. At

Defendants' option, expressed in written notice to Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order; or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendants, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties. The Court's or any appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, as provided in Section X of this Agreement, shall not be grounds for rescission under this Section.

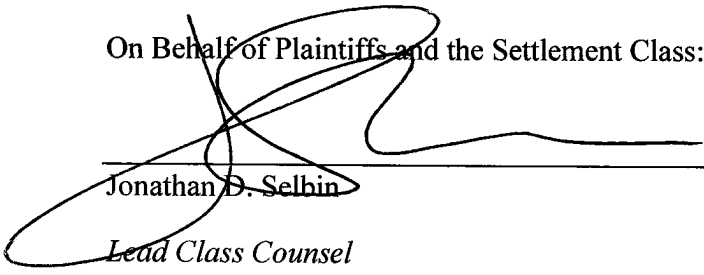
- G. Severability: With the exception of the provision for attorney fees and costs to Class Counsel and Service Awards to Plaintiffs pursuant to Section X of this Agreement, none of the terms of this Agreement is severable from the others. If the Court or a court of appeals should rule that any term is void, illegal, or unenforceable for any reason, however, Defendants, in their sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as representatives of the Settlement Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions approved by the Court.
- H. Entire Agreement of Parties: This Agreement constitutes and comprises the entire agreement between the Parties concerning the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.

- I. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest.
- J. Third-Party Beneficiaries: All Releasees other than the signatories to this Agreement are intended to be third-party beneficiaries of this Agreement.
- K. Cooperation in Implementation: Defendants, Plaintiffs, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.
- L. Governing Law: This Agreement shall be construed and governed in accordance with federal procedural law and the substantive laws of the State of Ohio, without regard to Ohio's conflict-of-laws principles.
- M. No Admission of Liability: The Parties are entering into this Agreement for the purpose of compromising and settling disputed claims. Nothing in this Agreement or in the documents relating to this Agreement shall be construed, deemed, or offered as an admission by any of the Parties, or by any member of the Settlement Class, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, regardless of whether this Agreement ultimately becomes effective. Defendants maintain they have meritorious defenses to the Lawsuits, that the Class Washers are not defective, and that the alleged defects did not cause injury or loss.
- N. Signatures: This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. By signing, Class Counsel represent

and warrant that John Bettua, Guiseppina P. Donia, Karen Freeman, Peggy Lemley, Derral Howard, Denise Miller, Charles Napoli, Vic Pfefer, Jeffrey A. Robinson, Sandra K. Robinson, Gina Glazer, Trina Allison, Jeff Glennon, Mara Cohen, Karen P. Hollander, Jane Werman, Sonja Sandholm-Pound, Shannon Schaeffer, Paula Call, Bonnie Beierschmitt, Phil Torf, Sylvia Bicknell, Rebecca Nordan, Maggie O'Brien, Andrea Strong, Pramila Gardner, Tracy Cloer, Kathryn Cope, Laurie Fletcher, Susan Hirsch, Twilla Martin, Susan Scott, Donna Seeherman, Tracie Snyder, Carlos Vecino, Jennifer Wainwright, and Heidi Klein have approved and agreed to be bound by this settlement.

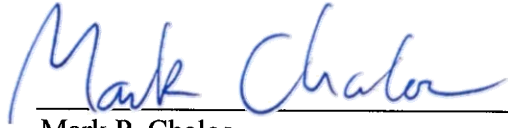


On Behalf of Plaintiffs and the Settlement Class:

  
Jonathan D. Selbin

*Lead Class Counsel*

4/18/16  
Date

  
Mark P. Chalos

*Lead Class Counsel*

4/19/2016  
Date

  
Jason L. Lichtman

*Lead Class Counsel*

4/18/16  
Date

Steven A. Schwartz

*Class Counsel*

Date

James J. Rosemergy

*Class Counsel*

Date

Defendants:

Andrew M. Johnstone  
Associate General Counsel – Commercial Litigation  
Sears Holdings Management Corp.

Date

On Behalf of Plaintiffs and the Settlement Class:

\_\_\_\_\_  
Jonathan D. Selbin

\_\_\_\_\_  
Date

*Lead Class Counsel*

\_\_\_\_\_  
Mark P. Chalos

\_\_\_\_\_  
Date

*Lead Class Counsel*

\_\_\_\_\_  
Jason L. Lichtman

\_\_\_\_\_  
Date

*Lead Class Counsel*





\_\_\_\_\_  
Steven A. Schwartz

\_\_\_\_\_  
Date

*Class Counsel*

\_\_\_\_\_  
James J. Rosemergy

\_\_\_\_\_  
Date

*Class Counsel*

Defendants:

\_\_\_\_\_  
Andrew M. Johnstone  
Associate General Counsel – Commercial Litigation  
Sears Holdings Management Corp.

\_\_\_\_\_  
Date

On Behalf of Plaintiffs and the Settlement Class:

\_\_\_\_\_  
Jonathan D. Selbin

\_\_\_\_\_  
Date

*Lead Class Counsel*

\_\_\_\_\_  
Mark P. Chalos

\_\_\_\_\_  
Date

*Lead Class Counsel*

\_\_\_\_\_  
Jason L. Lichtman

\_\_\_\_\_  
Date

*Lead Class Counsel*

\_\_\_\_\_  
Steven A. Schwartz

\_\_\_\_\_  
Date

*Class Counsel*

\_\_\_\_\_  
James J. Rosemergy

\_\_\_\_\_  
Date

*Class Counsel*

4/18/16

Defendants:

\_\_\_\_\_  
Andrew M. Johnstone  
Associate General Counsel – Commercial Litigation  
Sears Holdings Management Corp.

\_\_\_\_\_  
Date

On Behalf of Plaintiffs and the Settlement Class:

Jonathan D. Selbin

Date

*Lead Class Counsel*

Mark P. Chalos

Date

*Lead Class Counsel*

Jason L. Lichtman

Date

*Lead Class Counsel*

Steven A. Schwartz

Date


*Class Counsel*

James J. Rosemergy

Date

*Class Counsel*

Defendants:



Andrew M. Johnstone  
Associate General Counsel – Commercial Litigation  
Sears Holdings Management Corp.

APRIL 13, 2016  
Date

  
\_\_\_\_\_  
Kyle P. De Jong  
Senior Counsel – Strategic Litigation  
Whirlpool Corporation

4/18/2016  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael T. Williams  
Counsel for Sears, Roebuck and Co. and Whirlpool  
Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric R. Olson  
Counsel for Whirlpool Corporation

\_\_\_\_\_  
Date

Kyle P. De Jong  
Senior Counsel – Strategic Litigation  
Whirlpool Corporation

Date



Michael T. Williams  
Counsel for Sears, Roebuck and Co. and Whirlpool  
Corporation

Date



Eric R. Olson  
Counsel for Whirlpool Corporation

Date

Kyle P. De Jong  
Senior Counsel – Strategic Litigation  
Whirlpool Corporation

Date

Michael T. Williams  
Counsel for Sears, Roebuck and Co. and Whirlpool  
Corporation

Date



Eric R. Olson  
Counsel for Whirlpool Corporation

Date

4/18/16

# SETTLEMENT AGREEMENT EXHIBIT 1



**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form Instructions – PREQUALIFIED**

**WPL-PQ  
Instructions**

**Instructions for Completing the Enclosed Claim Form**

You have been identified as a “Pre-Qualified” Class Member in a settlement involving alleged mold and/or odor problems (defined further at [www.WasherSettlement.com](http://www.WasherSettlement.com)) related to certain Whirlpool, Kenmore, and Maytag brand front-loading washing machines manufactured by Whirlpool between 2001 and 2010 (“Class Washers”). If you wish to apply for a settlement benefit, you must complete and submit this Claim Form:

**WEB:** Visit the Settlement website at: [www.WasherSettlement.com](http://www.WasherSettlement.com) and submit your claim online.

**MAIL:** Whirlpool Front- Loading Washer Products Liability Litigation  
Class Action Administrator  
1801 Market Street, Suite 660  
Philadelphia, PA 19103

If you submit your claim form online, you must do so on or before \_\_\_\_\_, 2016. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than \_\_\_\_\_, 2016.

Our records indicate that you reported to Whirlpool or Sears a Mold and/or Odor problem with your Class Washer within 5 years after it was purchased. If this is accurate, you are eligible to make a claim for **ONE** of the following benefits:

1. Cash payment of \$50; **OR**
2. 20% cash rebate on the purchase of a new Whirlpool-manufactured washing machine or dryer; **OR**
3. Reimbursement of up to \$500 of documented out-of-pocket expenses incurred to service or replace a Class Washer due to persistent (that is, more than one time) bad odors and/or mold growth problems inside the Washer.

**YOU MAY ONLY SELECT ONE OF THESE THREE BENEFITS.**

**If you wish to select # 1 OR # 2:**

If you wish to submit a claim for a \$50 cash payment or a 20% cash rebate, you only need to complete PART ONE of the Claim Form (pages 3 and 4), and no documentation is required with your claim (do not complete or return PART TWO).

**If you wish to select # 3:**

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer, you must (1) complete this entire Claim Form (pages 3 through 6); and (2) attach copies of all documents required by PART TWO.

If the Serial # pre-printed in Part One of this Claim Form is not the Serial # for your Class Washer and you wish to file a claim for a different Serial #, you may file a Claim Form by visiting the Settlement website to either (1) file your claim online; or (2) print a blank Claim Form. Alternatively, you can email \_\_\_\_\_@\_\_\_\_\_.com or call (xxx) xxx-xxx to request a blank Claim Form. If the Serial # is not pre-printed in Section A, you do not need to provide it because it has been determined that you are a Pre-Qualified Class Member.

If the pre-printed name in Part One of the Claim Form is not correct (e.g. it is not you, the name is incorrectly spelled, your name has changed, etc.) please indicate the correction in the correction box to the right of the pre-printed name and address in Section A. Provide a copy of a valid driver's license or government issued ID with your name on it. You may be asked to provide additional documentation to explain the name change.

If the pre-printed name in Part One of the Claim Form is that of a deceased person, and you are the legal heir/beneficiary, in the correction box to the right of the pre-printed name and address in Section A, please state that the Class member is deceased and provide your full name as the legal heir/beneficiary. Provide a copy of the Death Certificate along with your claim. You may be asked to provide documentation to prove that you are the legal heir/beneficiary.

If you have more than one Class Washer for which you are making a claim pursuant to the Settlement, please complete a separate Claim Form for each Washer.

If you have questions about this form, please visit the website at [www.WasherSettlement.com](http://www.WasherSettlement.com), or contact the Claims Administrator via email: [info@washersettlement.com](mailto:info@washersettlement.com) or toll-free at [phone number].

Your claim must be submitted on-line or postmarked no later than \_\_\_\_\_, 2016.

### **CLAIM FORM REMINDER CHECKLIST**

#### **Before submitting this Claim Form, please make sure you:**

1. Ensure that the name and address pre-printed in Part One of this Claim Form is correct.
2. Answer all of the questions in the Washer information section.
3. In Part One, Section C, select only one settlement compensation option (a \$50 check, **OR** a 20% rebate, **OR** reimbursement of expenses).
4. If you select the \$50 check or the 20% rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you select the reimbursement of expenses option, you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation of the service and/or replacement expenses you incurred.
6. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4).
7. If you have selected the reimbursement of out-of-pocket expenses option, sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

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

Your claim must  
be postmarked by:  
xxxx xx, 2016

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form PART ONE**

WPL-PQ  
PART ONE

**SECTION A: NAME AND CONTACT INFORMATION - PRE-QUALIFIED CLASS MEMBER**

According to our records the information for your Class Washer is:

**Owner:**

JOHN SMITH  
123 MAIN STREET  
ANYTOWN, ST, 99999

**Claim #:** PQ12345678

**Name/Address Corrections (if any):**

**Reason(s) for Correction (check all that apply):**

- ☐ Misspelled name (no documentation required)
- ☐ Address Correction (no documentation required)
- ☐ Deceased (include a copy of the death certificate)
- ☐ Name Change (include copy of government issued ID)

**MODEL # OF WASHER:** WPL12345ST

**SERIAL # OF WASHER:** 689KM9999999

If this is not the correct Serial #, please visit the Settlement web site at [www.WasherSettlement.com](http://www.WasherSettlement.com) to (1) file your claim online, or (2) print a blank claim form to complete and submit a claim for the correct Serial # instead of using this Claim Form. You may also email [\\_\\_\\_\\_\\_@.com](mailto:_____@.com) to request a blank Claim Form to complete and submit by mail.

**SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER**

1.	Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodeling of a home, a new Class Washer (i.e., a Whirlpool, Kenmore, or Maytag washer with a model and serial number listed above? (If you answered No to this question, <b>STOP</b> , you are not entitled to any compensation or benefit under this Settlement unless you own another Class Washer, in which case you should follow the above instructions dealing with incorrect serial numbers.)	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Was your front-loading Class Washer for personal/household use?	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	Have you previously received from Whirlpool or Sears either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Washer for a new washing machine of any model?	Question 3: Yes <input type="radio"/> No <input type="radio"/>
4.	Have you previously received from Whirlpool or Sears any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer's purchase price, a gift of a new product, a discount off the regular price of a new washing machine or any other product that you redeemed)?	Question 4: Yes <input type="radio"/> No <input type="radio"/> If yes, provide the dollar amount of the benefit: \$_____
<b>PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION</b>		

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**SECTION C: SETTLEMENT BENEFIT SELECTION**

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Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (**Select one**):

- (1) ☐ **\$50 Cash Payment** In the form of a check. **If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here:**

**OR**

**Email address**

- (2) ☐ **20% Rebate Certificate** Toward the purchase of a new eligible Whirlpool-manufactured washer or dryer (see Class Notice or visit website at [www.WasherSettlement.com](http://www.WasherSettlement.com) for details and restrictions)

**OR**

- (3) ☐ **Reimbursement of Out-of-Pocket Expenses** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer. You must complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

---

**SECTION D: CERTIFICATION STATEMENT**

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**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One of this Claim Form is true and accurate.

Signature

Date

Print Name

Phone Number

E-Mail Address

---

**IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM.**

**PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.**

**REIMBURSEMENT  
OF  
EXPENSES FORM**

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form PART TWO**

**WPL-PQ  
PART TWO**

**PART TWO – REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES**

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer, you must complete this Part Two of the Claim Form and Whirlpool will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, or a combination of the two.

**SERVICE EXPENSES**

1.	Before December 31, 2015, did you incur out-of-pocket expenses to <u>service</u> your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer?	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Do you have documentation showing the amount of expenses you incurred to service your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 2 include, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Affresh or other Washer cleaners, and other service expenses incurred due to persistent bad odors and/or mold growth problems. <b>To be eligible for reimbursement, your <u>first</u> documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	What was the total amount of the documented expenses you incurred before December 31, 2015, to service your Class Washer due to persistent bad odors and/or mold growth problems?	Question 3: \$ _____

If you answered “NO” to Question 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered “YES” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent bad odors and/or mold problems.

**REPLACEMENT EXPENSES**

4.	Before December 31, 2015, did you incur out-of-pocket expenses to <b>replace</b> your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer?	Question 4: Yes <input type="radio"/> No <input type="radio"/>
5.	Do you have documentation showing amount of expenses you incurred to replace your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 5 include, but are not limited to, checks, credit card statements, sales receipts, or installation records that show the amount you paid to replace your Washer due to mold and odor problems. <b>To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 5: Yes <input type="radio"/> No <input type="radio"/>
6.	Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Whirlpool or Sears, or a receipt for purchase of washing machine cleaner—regarding mold or odor problems?	Question 6: Yes <input type="radio"/> No <input type="radio"/>
7.	If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold and odor problems? Examples of sufficient documentation for Question 7 include, but are not limited to, checks, credit card statements, service tickets and records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold or odor problems. <b>To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 7: Yes <input type="radio"/> No <input type="radio"/>
8.	What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent bad odors and/or mold growth problems?	Question 8: \$ _____

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (at [claims@washersettlement.com](mailto:claims@washersettlement.com)) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form **and** copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at [www.WasherSettlement.com](http://www.WasherSettlement.com) and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

### CERTIFICATION STATEMENT

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate.

Signature

Date

Print Name

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form Instructions – GENERIC CLAIM FORM**

**WPL-GN  
Instructions**

**Instructions for Completing the Enclosed Claim Form**

If you believe you are a Class Member in a settlement involving alleged mold and/or odor problems (defined further at [www.WasherSettlement.com](http://www.WasherSettlement.com))) related to certain Whirlpool, Kenmore, and Maytag brand front-loading washing machines manufactured by Whirlpool between 2001 and 2010 (“Class Washers”) and you wish to apply for a settlement benefit, you must complete this Claim Form.

**WEB:** Visit the Settlement website at: [www.WasherSettlement.com](http://www.WasherSettlement.com) and submit your claim online.

**MAIL:** Whirlpool Front- Loading Washer Products Liability Litigation  
Class Action Administrator  
1801 Market Street, Suite 660  
Philadelphia, PA 19103

If you submit your claim form online, you must do so on or before \_\_\_\_\_, 2016. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than \_\_\_\_\_, 2016.

If you are deemed to be a Class member who has submitted a valid claim, you may be eligible to make a claim for **ONE** of the following benefits:

1. If you did not experience persistent bad odors and/or mold growth problems inside your Washer, you are eligible for a 5% rebate off the purchase of a new Whirlpool manufactured washer, dryer, or washer and dryer pair.
2. If you experienced bad odors and/or mold growth problems inside your Washer, you are eligible for one of the following benefits:
  - Cash payment of \$50; **OR**
  - 20% cash rebate on the purchase of a new Whirlpool-manufactured washing machine or dryer;

**OR**

3. If you experienced persistent (more than one time) bad odors and/or mold growth problems inside your Washer and you also incurred documented out-of-pocket expenses to service and/or replace your Class Washer due to odor or mold problems, you are eligible to choose reimbursement of up to \$500 of documented out-of-pocket expenses incurred to service or replace a Class Washer due to persistent bad odors and/or mold growth problems.

**YOU MAY ONLY SELECT ONE OF THESE BENEFITS.**

**If you wish to select # 1 OR # 2:**

If you wish to select the 5% rebate because you bought or acquired a new Class Washer but did not experience persistent bad odors and/or mold growth problems, or if you wish to submit a claim for a \$50 cash payment or a 20% cash rebate because you experienced persistent bad odors and/or mold growth problems, you only need to complete PART ONE of the Claim Form (pages 3 and 4) and no documentation is required with your claim (do not complete or return PART TWO).

**If you wish to select # 3:**

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer, you must (1) complete this entire Claim Form (pages 3 through 6); and (2) be sure to attach copies of all documents required by PART TWO.

If you have more than one Class Washer for which you are making a claim pursuant to the Settlement, please complete a separate Claim Form for each Washer.

If you have questions about this form, please visit the website at [www.WasherSettlement.com](http://www.WasherSettlement.com), or contact the Claims Administrator via email: [insert email address] or toll-free at [phone number].



Your claim must be submitted on-line or postmarked no later than \_\_\_\_\_, 2016.

**CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Complete all fields in Part One, Section A (Name and Contact Information) of this Claim Form.
2. Provide the Model Number and Serial Number of your Washer and answer all of the questions in the Washer information section.
3. In Part One, Section C, select only one settlement compensation option (a 5% rebate **OR** a \$50 check, **OR** a 20% rebate, **OR** Reimbursement of expenses).
4. If you select the 5% rebate, the \$50 Check or the 20% Rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you select the Reimbursement of Expenses option, you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation to prove the service and/or replacement expenses you incurred.
6. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4).
7. If you have selected the Reimbursement of Out-of-Pocket settlement benefit, sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

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



Your claim must  
be postmarked by:  
xxxx xx, 2016

# Whirlpool, Kenmore & Maytag Front Load Washing Machine Class Action Litigation Settlement

WPL-GN  
PART ONE

## Claim Form PART ONE

### SECTION A: NAME AND CONTACT INFORMATION - GENERIC CLAIM FORM

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

First Name

Last Name

Street Address

City

State

Zip Code

### SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER

Provide the Model # of Class Washer

Provide the Serial # of Class Washer

Purchase Date:

MONTH

YEAR

**Note:** To locate the model and serial #, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer.

1.	Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodeling of a home, a new Class Washer (i.e., a Whirlpool, Kenmore, or Maytag washer with a model and serial number listed as eligible for settlement benefits on <a href="http://www.WasherSettlement.com">www.WasherSettlement.com</a> )? <i>Note: To locate the model and serial numbers, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer.</i> (If you answered No to this question, <b>STOP</b> , you are not entitled to any compensation or benefit under this Settlement unless you own another Class Washer.)	<p>Question 1:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
2.	Was your front-loading Class Washer for personal/household use?	<p>Question 2:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
3.	Have you previously received from Whirlpool or Sears either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Washer for a new washing machine of any model?	<p>Question 3:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p>
4.	Have you previously received from Whirlpool or Sears any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer's purchase price, a gift of a new product, a discount off the regular price of a new washing machine or any other product that you redeemed)?	<p>Question 4:</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If yes, provide the dollar amount of the benefit:</p> <p>\$ _____</p>

5. Within five years after purchasing your Class Washer, did you experience persistent (more than one time) bad odors and/or mold growth problems inside your Washer and take steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean your Washer to remove bad odors or mold, or contacting a servicer for advice or a repair?	Question 5: Yes <input type="radio"/> No <input type="radio"/>
6. <b>If you answered "NO" to Question 5</b> , you are eligible to make a claim for a 5% rebate off the purchase of a new Whirlpool-manufactured washer, dryer, or washer and dryer pair. Please check the "Yes" box for Question 6 to confirm that you elect to receive the 5% Rebate, then proceed to Section D to sign and complete your claim. <b>If you answered "YES" to Question 5</b> , please check the "No" box for question 6, and proceed to Question 7 below to sign and date the Attestation.	Question 6: Yes <input type="radio"/> No <input type="radio"/>
7. <b>ATTESTATION:</b> I attest under oath that within five years after purchasing my Class Washer, I experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside my Class Washer, and that I took steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean my Class Washer to remove bad odors or mold, or contacting a third-party servicer for advice or a repair.  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> _____  Signature </div> <div style="width: 45%; text-align: center;"> _____  Date </div> </div>	After Signing to the left, PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION

### SECTION C: SETTLEMENT BENEFIT SELECTION FOR CLAIMANTS WHO EXPERIENCED BAD ODORS AND/OR MOLD GROWTH PROBLEMS INSIDE THEIR CLASS WASHER

Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (**Select one**):

- (1) ☐ **\$50 Cash Payment** In the form of a check. **If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here:**
- OR**
- (2) ☐ **20% Rebate Certificate** Toward the purchase of a new eligible Whirlpool-manufactured washer or dryer (see Class Notice or visit website at [www.WasherSettlement.com](http://www.WasherSettlement.com) for details and restrictions) **OR**
- (3) ☐ **Reimbursement** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer due  
**of Out-of-Pocket Expenses** to persistent (more than one time) bad odors or mold growth problems inside your Washer. You must complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

### SECTION D: CERTIFICATION STATEMENT

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One of this Claim Form is true and accurate.

Signature	Date	Phone Number
Print Name	E-Mail Address	

**IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM.**

**PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION  
C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.**

**REIMBURSEMENT  
OF  
EXPENSES FORM**

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form PART TWO**

**WPL-GN  
PART TWO**

**PART TWO – REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES**

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer, you must complete this Part Two of the Claim Form and Whirlpool will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, or a combination of the two.

**SERVICE EXPENSES**

1.	Before December 31, 2015, did you incur out-of-pocket expenses to <u>service</u> your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer?	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Do you have documentation showing the amount of expenses you incurred to service your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 2 include, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Affresh or other Washer cleaners, and other service expenses incurred due to persistent bad odors and/or mold growth problems. <b>To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	What was the total amount of the documented expenses you incurred before December 31, 2015 to service your Class Washer due to persistent bad odors and/or mold growth problems?	Question 3: \$ _____

If you answered “NO” to Questions 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered “YES” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent bad odors and/or mold problems.

**REPLACEMENT EXPENSES**

4.	Before December 31, 2015, did you incur out-of-pocket expenses to <b>replace</b> your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer?	Question 4: Yes <input type="radio"/> No <input type="radio"/>
5.	Do you have documentation showing amount of expenses you incurred to replace your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 5 include, but are not limited to, checks, credit card statements, sales receipts, or installation records that show the amount you paid to replace your Washer due to mold and odor problems. <b>To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 5: Yes <input type="radio"/> No <input type="radio"/>
6.	Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Whirlpool or Sears, or a receipt for purchase of washing machine cleaner—regarding mold or odor problems?	Question 6: Yes <input type="radio"/> No <input type="radio"/>
7.	If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold and odor problems? Examples of sufficient documentation for Question 7 include, but are not limited to, checks, credit card statements, service tickets and records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold or odor problems. <b>To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 7: Yes <input type="radio"/> No <input type="radio"/>
8.	What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent bad odors and/or mold growth problems?	Question 8: \$ _____

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (at [claims@washersettlement.com](mailto:claims@washersettlement.com)) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form **and** copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at [www.WasherSettlement.com](http://www.WasherSettlement.com) and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

### CERTIFICATION STATEMENT

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate.

Signature

Date

Print Name

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form Instructions – IDENTIFIED CLASS MEMBER**

**WPL-ID  
Instructions**

**Instructions for Completing the Enclosed Claim Form**

You have been identified as a Potential Class Member in a settlement involving alleged mold and/or odor problems (defined further at [www.WasherSettlement.com](http://www.WasherSettlement.com)) related to certain Whirlpool, Kenmore, and Maytag brand front-loading washing machines manufactured by Whirlpool between 2001 and 2010 (“Class Washers”). If you wish to apply for a settlement benefit, you must complete this Claim Form.

**WEB:** Visit the Settlement website at: [www.WasherSettlement.com](http://www.WasherSettlement.com) and submit your claim online.

**MAIL:** Whirlpool Front- Loading Washer Products Liability Litigation  
Class Action Administrator  
1801 Market Street, Suite 660  
Philadelphia, PA 19103

If you submit your claim form online, you must do so on or before \_\_\_\_\_, 2016. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than \_\_\_\_\_, 2016.

Our records indicate that you are or were the owner of a Whirlpool or Sears Class Washer. If this is accurate, you may be eligible to make a claim for **ONE** of the following benefits:

1. If you did not experience persistent bad odors and/or mold growth problems inside your Washer, you are eligible for a 5% rebate off the purchase of a new Whirlpool manufactured washer, dryer, or washer and dryer pair.
2. If you experienced bad odors and/or mold growth problems inside your Washer, you are eligible for one of the following benefits:
  - A. Cash payment of \$50; **OR**
  - B. 20% cash rebate on the purchase of a new Whirlpool-manufactured washing machine or dryer; **OR**
3. If you experienced persistent (more than one time) bad odors and/or mold growth problems inside your Washer and you also incurred documented out-of-pocket expenses to service and/or replace your Class Washer due to odor or mold problems, you are eligible to choose reimbursement of up to \$500 of documented out-of-pocket expenses incurred to service or replace a Class Washer due to persistent bad odors and/or mold growth problems.

**YOU MAY ONLY SELECT ONE OF THESE BENEFITS.**

**If you wish to select # 1 OR # 2:**

If you wish to select the 5% Rebate because you bought or acquired a new Class Washer but did not experience persistent bad odors and/or mold growth problems, or if you wish to submit a claim for a \$50 cash payment or a 20% cash rebate because you experienced persistent bad odors and/or mold growth problems, you only need to complete PART ONE of the Claim Form (pages 3 and 4) and no documentation is required with your claim (do not complete or return PART TWO).

**If you wish to select # 3:**

If you wish to submit a claim for reimbursement of documented out-of-pocket expenses to service or replace a Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer, you must (1) complete this entire Claim Form (pages 3 through 6); and (2) be sure to attach copies of all documents required by PART TWO.

If the Serial # pre-printed in Part One of this Claim Form is not the Serial # for your Class Washer and you wish to file a claim for a different Serial #, you may file a Claim Form by visiting the Settlement website to either (1) file your claim online; or (2) print a blank Claim Form that you can submit by mail. Alternatively, you can email \_\_\_\_\_@\_\_\_\_\_.com or call (xxx) xxx-xxx to request a blank Claim Form be sent to you. If there is not a Serial # pre-printed in Section A of this Claim Form, you must provide the Serial # of your Washer in the Serial # box in Section A.

If the pre-printed name in Part One of the Claim Form is not correct (e.g. it is not you, the name is incorrectly spelled, your name has changed, etc.) please indicate the correction in the correction box to the right of the pre-printed name and address in Section A. Provide a copy of a valid driver's license or government issued ID with your name on it. You may be asked to provide additional documentation to explain the name change.

If the pre-printed name in Part One of the Claim Form is that of a deceased person, and you are the legal heir/beneficiary, in the correction box to the right of the pre-printed name and address in Section A, please state that the Class member is deceased and provide your full name as the legal heir/beneficiary. Provide a copy of the Death Certificate along with your claim. You may be asked to provide documentation to prove that you are the legal heir/beneficiary.

If you have more than one Class Washer for which you are making a claim pursuant to the Settlement, please complete a separate Claim Form for each Washer.

If you have questions about this form, please visit the website at [www.WasherSettlement.com](http://www.WasherSettlement.com), or contact the Claims Administrator via email: [insert email address] or toll-free at [phone number].

Your claim must be submitted on-line or postmarked no later than \_\_\_\_\_, 2016.

### **CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Ensure that the name and address pre-printed in Part One of this Claim Form is correct.
2. Answer all of the questions in the Washer information section.
3. In Part One, Section C, select only one settlement compensation option (a 5% rebate **OR** a \$50 check, **OR** a 20% rebate, **OR** reimbursement of expenses).
4. If you select the 5% rebate, the \$50 check, or the 20% rebate, you should only complete PART ONE of the Claim Form (pages 3 & 4).
5. If you select the Reimbursement of Expenses option, you must complete this entire Claim Form, including PART ONE and PART TWO (pages 3 through 6) and attach documentation to prove the service and/or replacement expenses you incurred.
6. YOU MUST sign the Certification section at the end of PART ONE (bottom of page 4).
7. If you have selected the Reimbursement of Out-of-Pocket settlement benefit, sign the Certification at the end of PART ONE (bottom of page 4) **AND** sign the Certification at the end of PART TWO (bottom of page 6).

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



Your claim must  
be postmarked by:  
xxxx xx, 2016

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form PART ONE**

WPL-ID  
PART ONE

**SECTION A: NAME AND CONTACT INFORMATION- IDENTIFIED CLASS MEMBER**

According to our records the information for your Class Washer is:

**Owner:**

JOHN SMITH  
123 MAIN STREET  
ANYTOWN, ST, 99999

**Name/Address Corrections (if any):**

**Reason(s) for Correction (check all that apply):**

- ☐ Misspelled name (no documentation required)
- ☐ Address Correction (no documentation required)
- ☐ Deceased (include a copy of the death certificate)
- ☐ Name Change (include copy of government issued ID)

**Claim #: ID12345678**

**MODEL # OF WASHER:** WPL12345ST

If this is not the correct Serial #, please visit the Settlement web site at [www.WasherSettlement.com](http://www.WasherSettlement.com) to (1) file your claim online, or  
(2) print a blank claim form to complete and submit a claim for the correct Serial # instead of using this Claim Form. You may also email [\\_\\_\\_\\_\\_@.com](mailto:_____@.com) to request a blank Claim Form to complete and submit it by mail.

**SERIAL # OF WASHER:** 689KM9999999

**SECTION B: INFORMATION ABOUT YOUR FRONT-LOADING CLASS WASHER**

1.	Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodeling of a home, a new Class Washer (i.e., a Whirlpool, Kenmore, or Maytag washer with a model and serial number listed as eligible for settlement benefits on <a href="http://www.WasherSettlement.com">www.WasherSettlement.com</a> )? <i>Note: To locate the model and serial numbers, open the door to your washing machine and look for the serial tag label immediately above the opening where you load the Washer. (If you answered No to this question, <b>STOP</b>, you are not entitled to any compensation or benefit under this Settlement unless you own another Class Washer, in which case you should follow the above instructions dealing with incorrect serial numbers.)</i>	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Was your front-loading Class Washer for personal/household use?	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	Have you previously received from Whirlpool or Sears either a full refund of the purchase price that you paid for your Class Washer or a free exchange of your Washer for a new washing machine of any model?	Question 3: Yes <input type="radio"/> No <input type="radio"/>
4.	Have you previously received from Whirlpool or Sears any form of compensation or customer-satisfaction benefit for problems with your Class Washer (for example, a free gift card, a cash payment, a partial refund of the Washer's purchase price, a gift of a new product, a discount off the regular price of a new washing machine or any other product that you redeemed)?	Question 4: Yes <input type="radio"/> No <input type="radio"/>  If yes, provide the dollar amount of the benefit: \$ _____



5.	Within five years after purchasing your Class Washer, did you experience persistent (more than one time) bad odors and/or mold growth problems inside your Washer and take steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean your Washer to remove bad odors or mold, or contacting a servicer for advice or a repair?	Question 5: Yes <input type="radio"/> No <input type="radio"/>
6.	<b>If you answered "NO" to Question 5</b> , you are eligible to make a claim for a 5% rebate off the purchase of a new Whirlpool-manufactured washer, dryer, or washer and dryer pair. Please check the "Yes" box for Question 6 to confirm that you elect to receive the 5% Rebate, then proceed to Section D to sign and complete your claim. <b>If you answered "YES" to Question 5</b> , please check the "No" box for question 6, and proceed to Question 7 below to sign and date the Attestation.	Question 6: Yes <input type="radio"/> No <input type="radio"/>
7.	<b>ATTESTATION:</b> I attest under oath that within five years after purchasing my Class Washer, I experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside my Class Washer, and that I took steps to remedy the problem, such as using a washing machine cleaner, taking other steps to clean my Class Washer to remove bad odors or mold, or contacting a third-party servicer for advice or a repair.  _____ <b>Signature</b>	After Signing to the left, <b>PROCEED TO SECTION C TO MAKE YOUR BENEFIT SELECTION</b>  _____ <b>Date</b>

### SECTION C: SETTLEMENT BENEFIT SELECTION FOR CLAIMANTS WHO EXPERIENCED BAD ODORS AND/OR MOLD GROWTH PROBLEMS INSIDE THEIR CLASS WASHER

Select which settlement compensation you would like to receive if your claim is deemed eligible for payment (**Select one**):

- (1) ☐ **\$50 Cash Payment** In the form of a check. **If you would like your check emailed to you to digitally deposit or for you to print and deposit, please provide your email address here:**
- OR**
- (2) ☐ **20% Rebate Certificate** Toward the purchase of a new eligible Whirlpool-manufactured washer or dryer (see Class Notice or visit website at [www.WasherSettlement.com](http://www.WasherSettlement.com) for details and restrictions)
- OR**
- (3) ☐ **Reimbursement of Out-of-Pocket Expenses** Up to \$500 for documented out-of-pocket expenses incurred to service or replace a Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer. You must complete Part Two of this Claim Form (pages 4-6) and provide documentary proof of your expenses.

### SECTION D: CERTIFICATION STATEMENT

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One of this Claim Form is true and accurate.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Date	Phone Number
<input type="text"/>	<input type="text"/>	
Print Name	E-Mail Address	

**IF YOU SELECTED # 1 OR # 2 AS YOUR SETTLEMENT BENEFIT IN SECTION C ABOVE, STOP HERE AND SUBMIT ONLY PAGES 3 AND 4 OF THIS CLAIM FORM.**

**PROCEED TO PART TWO ON THE NEXT PAGE ONLY IF YOU SELECTED SETTLEMENT BENEFIT # 3 IN SECTION C ABOVE FOR REIMBURSEMENT OF OUT-OF-POCKET-EXPENSES.**

**REIMBURSEMENT  
OF  
EXPENSES FORM**

**Whirlpool, Kenmore & Maytag Front Load Washing  
Machine Class Action Litigation Settlement  
Claim Form PART TWO**

**WPL-ID  
PART TWO**

**PART TWO – REQUEST FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES**

Please complete and return Part Two in addition to Part One if you are seeking **reimbursement for documented out-of-pocket expenses you incurred to service or replace your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems.** Otherwise, complete Part One only.

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred to service or replace your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer, you must complete this Part Two of the Claim Form and Whirlpool will reimburse you up to \$500 of your documented out-of-pocket expenses incurred for service, replacement, or a combination of the two.

**SERVICE EXPENSES**

1.	Before December 31, 2015, did you incur out-of-pocket expenses to <u>service</u> your Class Washer due to persistent (more than one time) bad odors and/or mold growth problems inside your Washer?	Question 1: Yes <input type="radio"/> No <input type="radio"/>
2.	Do you have documentation showing the amount of expenses you incurred to service your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 2 include, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount spent on Affresh or other Washer cleaners, and other service expenses incurred due to persistent bad odors and/or mold growth problems. <b>To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 2: Yes <input type="radio"/> No <input type="radio"/>
3.	What was the total amount of the documented expenses you incurred before December 31, 2015, to service your Class Washer due to persistent bad odors and/or mold growth problems?	Question 3: \$ _____

If you answered “NO” to Question 1 or 2 above, you are not entitled to any cash reimbursement payment for service expenses. You may, however, be entitled to reimbursement for replacement expenses. Please move on to Questions 4-8.

If you answered “YES” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment up to \$500 if you provide acceptable copies of your documentary proof of Washer service. Please move on to Questions 4-8. You may be entitled to additional compensation, up to the \$500 maximum under this Part Two, if you also replaced your Class Washer due to persistent bad odors and/or mold problems.

**REPLACEMENT EXPENSES**

4.	Before December 31, 2015, did you incur out-of-pocket expenses to <b>replace</b> your Class Washer due to persistent bad odors and/or mold growth problems inside your Washer?	Question 4: Yes <input type="radio"/> No <input type="radio"/>
5.	Do you have documentation showing amount of expenses you incurred to replace your Washer due to persistent bad odors and/or mold growth problems? Examples of sufficient documentation for Question 5 include, but are not limited to, checks, credit card statements, sales receipts, or installation records that show the amount you paid to replace your Washer due to mold and odor problems. <b>To be eligible for reimbursement, you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 5: Yes <input type="radio"/> No <input type="radio"/>
6.	Before you replaced your Class Washer, did you have or make at least three service calls or complaints—including, for example, service calls, complaints to Whirlpool or Sears, or a receipt for purchase of washing machine cleaner—regarding mold or odor problems?	Question 6: Yes <input type="radio"/> No <input type="radio"/>
7.	If you answered “YES” to Question 6, do you have documentation showing at least three service calls or complaints about mold and odor problems? Examples of sufficient documentation for Question 7 include, but are not limited to, checks, credit card statements, service tickets and records, complaint records, or receipts for purchase of washing machine cleaner that show three or more service calls or complaints about mold or odor problems. <b>To be eligible for reimbursement, your first documented service call, complaint, or problem with mold or odor must have occurred within 5 years after purchase and you must provide copies of your documentary proof to the Settlement Administrator with your Claim Form.</b>	Question 7: Yes <input type="radio"/> No <input type="radio"/>
8.	What was the total amount of the documented expenses you incurred to replace your Class Washer due to persistent bad odors and/or mold growth problems?	Question 8: \$ _____

If you answered “NO” to any of Questions 4-7 above, you are not entitled to any cash reimbursement payment for replacing your Class Washer.

If you have answered “YES” to each of Questions 4-7 and have answered Question 8, you are entitled to a cash reimbursement payment of up to \$500 if you provide acceptable copies of your documentary proof of replacement. If you also answered “YES” to each of Questions 1-2 and have answered Question 3, your total reimbursement under this Part Two will not exceed \$500.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (at [claims@washersettlement.com](mailto:claims@washersettlement.com)) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form **and** copies of all documentary proof required in Part One and this Part Two. Alternatively, you may complete your Claim Form online at [www.WasherSettlement.com](http://www.WasherSettlement.com) and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

### CERTIFICATION STATEMENT

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any settlement benefit unless you sign and date this statement):** I affirm that all information provided in Part One and Part Two of this Claim Form is true and accurate.

Signature

Date

Print Name

# SETTLEMENT AGREEMENT EXHIBIT 2

**EXHIBIT 2****List of Access and Horizon Washer Models Included in Proposed Settlement Class**

<b>Whirlpool Brand Models</b>		<b>Kenmore Brand Models</b>		<b>Maytag Brand Models</b>	
<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number Begins</b>	<b>Manufacture Date</b>
GHW9100	All	110.42922 110.42924 110.42926	January 2001 – June 2004	MFW9600*	March 2006 – June 2008
GHW9200	All	110.42932 110.42934 110.42936	February 2001 – December 2003	MFW9700*	March 2006 – June 2008
GHW9150	All	110.42822 110.42824 110.42826	April 2001 – July 2004	MFW9800*	January 2007 – June 2008
GHW9250	All	110.42832 110.42836	June 2001 – May 2003	MHWZ400*	January 2007 – February 2010
GHW9400	All	110.44832 110.44836 110.44834	March 2002 – June 2004	MHWZ600*	January 2007 – April 2010
GHW9160	All	110.44932 110.44934 110.44936	October 2002 – September 2004		
GHW9300	All	110.45091	May 2003 – September 2006		
GHW9460	All	110.45081 110.45087 110.45088 110.45089	May 2003 – October 2006		
WFW8500	All	110.44826	July 2003 – June 2004		
WFW9200 – MATADOR	All	110.44921	August 2003 – July 2004		

**EXHIBIT 2****List of Access and Horizon Washer Models Included in Proposed Settlement Class**

<b>Whirlpool Brand Models</b>		<b>Kenmore Brand Models</b>		<b>Maytag Brand Models</b>	
<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number Begins</b>	<b>Manufacture Date</b>
WFW8300	All on or before 09/30/09	110.45862	January 2004 – September 2006		
WFW9400	All on or before 02/28/09	110.45981 110.45986	January 2004 – July 2006		
WFW8410	All on or before 09/30/09	110.43902	January 2004 – May 2004		
WFW8400	All on or before 09/30/09	110.45991 110.45992 110.45994 110.45996	January 2004 – July 2006		
WFW9600	All	110.45962 110.45966	June 2004 – October 2006		
WFW9500	All on or before 02/28/09	110.45972 110.45976	June 2004 – October 2006		
WFW8200	All	110.45872	July 2004 – May 2006		
WFW9300	All	110.46472	June 2005 – June 2006		
WFW9250	All on or before 09/30/09	110.46462	August 2005 – June 2006		
WFW9150	All on or before 09/30/09	110.47561 110.47566 110.47567	August 2005 - October 2010		
		110.47511 110.47512	January 2006 – November 2009		
		110.49972	January 2006 – October 2008		

**EXHIBIT 2****List of Access and Horizon Washer Models Included in Proposed Settlement Class**

<b>Whirlpool Brand Models</b>		<b>Kenmore Brand Models</b>		<b>Maytag Brand Models</b>	
<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number</b>	<b>Manufacture Date</b>	<b>Model Number Begins</b>	<b>Manufacture Date</b>
		110.49962	April 2006 – November 2009		
		110.47081 110.47086 110.47087 110.47088 110.47089	April 2006 – October 2009		
		110.47531 110.47532	April 2006 – April 2009		
		110.47571 110.47577	August 2006 – August 2009		
		110.47091	October 2006 – March 2009		
		110.47852	March 2007 – June 2007		
		110.47542	June 2007 – November 2008		

# SETTLEMENT AGREEMENT EXHIBIT 3



# If you purchased or owned a front-loading washing machine manufactured by Whirlpool, you may qualify for benefits and 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>Earliest Deadline:</b> <b>[DATE]</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: [DATE]</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: [DATE]</b>	The only way to tell the Court that you are unhappy with something about the Settlement.
<b>ATTEND THE HEARING</b> <b>_____ at _____</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 that you may have purchased or owned a certain Whirlpool-, Maytag- or Kenmore-brand 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 that there is any defect in the Class Washers. Defendants also deny that 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 as a gift a new Class Washer.

## 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: a \$50 cash payment, a 20% or 5% cash rebate off the retail purchase price of a new washing machine or dryer, or reimbursement of up to \$500 for out-of-pocket expenses for Class Washer repairs or replacements due to a mold or odor problem.

## 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" 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" 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: \_\_\_\_\_, 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. Each Class Member is entitled to one rebate for each Class Washer purchased. 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: \_\_\_\_\_, 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 service or repair or replace (or both) their Class Washer may be entitled to reimbursement of the amount of those expenses, up to \$500 in total. Initial eligibility for this benefit requires all Class Members other than Prequalified Class Members to submit their Washer model and serial numbers or alternative proof of purchase or ownership of a Class Washer and to swear under oath that they experienced mold or odor problems within five years of purchase of a Class Washer. Further eligibility requirements, applicable to all Class Members, are as follows:

- Reimbursement for paid service: If you provide sufficient documentary proof that you in fact paid out-of-pocket costs to service your Class Washer as a result of a mold or odor problem (service tickets, receipts, cancelled checks, etc., including payments for Affresh or other washer cleaners required to ameliorate mold or odor problems) 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.

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

You will have until \_\_\_\_\_, 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, by [DATE] either on-line or via U.S. Mail. Claim Forms are available for download and submission at [www.WashingMachineSettlement.com](http://www.WashingMachineSettlement.com). They also are available by contacting the Settlement Administrator at [Phone Number] or [email address] or by writing a letter to Washing Machine Settlement Claims Administrator, [ADDRESS].

#### 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 (a) 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 Chimicles & 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 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 \_\_\_\_\_, 2016].

Settlement Administrator  
P.O. Box [ADDRESS]  
\_\_\_\_\_-XXXX

### 23. 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.

### 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 file with 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; (5) the specific reasons for your objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (6) your signature; and (7) the date of your signature.

You must mail your written objection to, or file it with, 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 \_\_\_\_\_, 2016 or filed with the Court on or before \_\_\_\_\_, 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 7, 2016, at 1:30 PM, 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 \_\_\_\_\_, 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 file an objection to the Settlement, you don't have to come to Court to talk about it. As long as you filed 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 file a written request with 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 filed with the Court by \_\_\_\_\_, 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 [ADDRESS], [info@washersettlement.com](mailto:info@washersettlement.com), or [PHONE], 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.

**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.**



# SETTLEMENT AGREEMENT EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

**In re: WHIRLPOOL CORP. FRONT-  
LOADING WASHER PRODUCTS  
LIABILITY LITIGATION**

**1:08-wp-65000**

**1:08-wp-65001**

**MDL No. 2001**

**Class Action**

**Judge: Christopher A. Boyko**

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Trina Allison, Bonnie Beierschmitt, John Bettua, Sylvia Bicknell, Paula Call, Tracy Cloer, Mara Cohen, Kathryn Cope, Giuseppina P. Donia, Laurie Fletcher, Karen Freeman, Pramila Gardner, Gina Glazer, Jeff Glennon, Susan Hirsch, Karen Hollander, Derral Howard, Heidi Klein, Peggy Lemley, Twilla Martin, Denise Miller, Charles Napoli, Rebecca Nordan, Maggie O'Brien, Vic Pfefer, Jeffrey Robinson, Sandra Robinson, Sonja Sandholm-Pound, Shannon Schaeffer, Susan Scott, Donna Seeherman, Tracie Snyder, Andrea Strong, Phil Torf, Carlos Vecino, Jennifer Wainwright, and Jane Werman (collectively, the "Plaintiffs") and Defendants Whirlpool Corporation ("Whirlpool") and Sears, Roebuck and Co., (collectively, the "Parties") have entered into a Class Action Settlement Agreement ("Settlement Agreement" or "Agreement"). The Parties previously submitted the Settlement Agreement to this Court for preliminary approval of the class action settlement provided for therein (the "Settlement").<sup>1</sup> On \_\_\_\_\_, this Court entered an Order Granting Joint Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which included

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<sup>1</sup> In this order, the Court adopts all definitions contained in the Settlement Agreement.

provisional certification of a nationwide settlement class (“Settlement Class”). Now, the matter having come before the Court for hearing on September 7, 2016, on the Parties’ request for entry of an order granting final approval of the proposed Settlement and for entry of final judgment in this matter, the Court FINDS, CONCLUDES, AND ADJUDGES as follows:

**I. JURISDICTION OF THE COURT**

The Parties and the members of the nationwide Settlement Class (“Settlement Class Members”) have submitted to the jurisdiction of this Court for purposes of the Settlement; the Court has personal jurisdiction over the Parties and the Settlement Class Members; the Court has subject matter jurisdiction to release all claims and causes of action released in the Settlement; and the Court has subject matter jurisdiction to approve the Settlement.

**II. CERTIFICATION OF THE SETTLEMENT CLASS**

In the Preliminary Approval Order, this Court granted conditional class certification to the Settlement Class, defined as follows:

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

The Court found and concluded that the Settlement Class satisfied all the requirements of due process and other applicable federal law and made several specific decisions relating to the Settlement Class. First, the Court appointed Jonathan D. Selbin, Mark P. Chalos, and Jason L. Lichtman of the law firm Lieff Cabraser Heimann & Bernstein, LLP as Lead Class Counsel for

the Settlement Class, and the Court also appointed Steven A. Schwartz of the law firm Chimicles & Tikellis LLP, and James J. Rosemergy of the law firm Carey, Danis & Lowe as Class Counsel for the Settlement Class.

Second, the Court appointed Plaintiffs Trina Allison, Bonnie Beierschmitt, John Bettua, Sylvia Bicknell, Paula Call, Tracy Cloer, Mara Cohen, Kathryn Cope, Giuseppina P. Donia, Laurie Fletcher, Karen Freeman, Pramila Gardner, Gina Glazer, Jeff Glennon, Susan Hirsch, Karen Hollander, Derral Howard, Heidi Klein, Peggy Lemley, Twilla Martin, Denise Miller, Charles Napoli, Rebecca Nordan, Maggie O'Brien, Vic Pfefer, Jeffrey Robinson, Sandra Robinson, Sonja Sandholm-Pound, Shannon Schaeffer, Susan Scott, Donna Seeherman, Tracie Snyder, Andrea Strong, Phil Torf, Carlos Vecino, Jennifer Wainwright, and Jane Werman as class representatives ("Class Representatives").

Third, the Court appointed Angeion Group as Settlement Administrator.

Having considered all submissions timely filed with the Court pursuant to the Preliminary Approval Order, the Court now finds and concludes that those provisional findings and conclusions should be, and hereby are, confirmed in all respects as a final class certification order under Federal Rule of Civil Procedure 23 for the purposes of implementing the nationwide class action settlement provided for in the Settlement Agreement and entering final judgment in this action.

### **III. NOTICE**

The Preliminary Approval Order approved (1) the form and content of settlement notices to be mailed, emailed, and published to members of the Settlement Class (the "Settlement Notices"); (2) the form and content of the Claim Form; (3) the content of the Settlement Website,

with the FAQ and other information and documents that the Parties jointly agreed to post concerning the nature of the case and status of the Settlement; and (4) the plan specified in the Settlement Agreement for distributing and publishing the Settlement Notices. The Settlement Notices, Claim Form, and Settlement Website fairly, accurately, and reasonably informed members of the Settlement Class of (1) appropriate information about the nature of this litigation and the essential terms of the Settlement Agreement; (2) appropriate information about, and means for obtaining, additional information regarding this litigation and the Settlement Agreement; (3) appropriate information about, and means for obtaining and submitting, a Claim Form; (4) appropriate information about the right of members of the Settlement Class to exclude themselves from the Settlement, object to the terms of the Settlement Agreement, or object to Class Counsel's request for an award of attorney fees and costs, and the procedures to do so; and (5) appropriate information about the consequences of failing to submit a Claim Form or failing to comply with the procedures and deadline for opting out of, or objecting to, the Settlement.

Based on the foregoing, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and Ohio laws and due process. The Court also finds that notice to appropriate federal and state officials pursuant to the federal Class Action Fairness Act has been timely sent and that such notice satisfies the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1715.

#### **IV. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

In the Preliminary Approval Order, the Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible

approval. In essence, the Settlement provides for Whirlpool to provide, upon submission of a Valid Claim Form and, depending upon the benefit selected, one of the following benefits to Settlement Class Members who experienced persistent bad odors and/or mold growth problems inside their Washer: (1) a \$50 cash payment; (2) a 20% cash rebate on the purchase of certain eligible Whirlpool-manufactured washing machines or dryers; or (3) reimbursement up to \$500 for documented out-of-pocket expenses incurred to repair or replace a Class Washer due to persistent bad odors and/or mold growth problems inside the Washer. For Class Members who did not experience odor or mold problems, the Settlement provides that Whirlpool will provide, upon submission of a Valid Claim Form, a 5% cash rebate on the purchase of certain eligible Whirlpool-manufactured washing machines, dryers, or washer-dryer combos.

Having considered (1) the benefits offered to Settlement Class Members; (2) the jury verdict in Whirlpool's favor in the trial of the bellwether *Glazer v. Whirlpool* action in this Court in 2014, the strength of Plaintiffs' case on the merit and the defenses that were and may be asserted by Defendants; (3) the risks to members of the Settlement Class that Defendants would continue to successfully defend some or all of the claims asserted by Plaintiffs, whether litigated on a classwide basis or by members of the Settlement Class themselves; (4) the expense and complexity of continued litigation; (5) the length of time that would be required for members of the Settlement Class, or any group thereof, to obtain a final judgment through one or more additional trials and appeals; (6) the experience and views of Class Counsel and Defendants' counsel; and (7) the number of members of the Settlement Class who have elected to be excluded from the Settlement, the Court finds the Settlement to be fair, reasonable, and adequate. Moreover, the Court finds that the Settlement is the result of extended, arm's length negotiations

among experienced counsel, including with the aid of independent mediators, and is non-collusive.

In consideration of the foregoing, the Court grants final approval of the Settlement Agreement and enters this Final Order and Judgment implementing its terms, including but not limited to the releases in the Settlement Agreement. All timely objections filed by members of the Settlement Class have been considered by the Court and are hereby overruled. The Court finds that the Settlement Agreement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class and hereby adopts and incorporates the terms of the Settlement Agreement for purposes of this Final Order and Judgment, including the definitions set forth in the Agreement. The Parties are directed to consummate the Settlement Agreement in accordance with its terms.

#### **V. EXCLUSIONS FROM THE SETTLEMENT CLASS**

The Settlement Administrator has received, from certain members of the Settlement Class, requests for exclusion from the Settlement Class and has provided Class Counsel and Defendants' counsel copies of those requests. Class Counsel and Defendants' counsel have jointly filed with the Court a list of those persons who have timely elected to be excluded. All persons named in the list on file with the Court as having filed timely exclusions with the Settlement Administrator are hereby excluded from the Settlement Class and will not be bound by the terms of the Settlement. Each individual or entity that falls within the definition of the Settlement Class shall be bound by the terms of the Settlement.

## **VI. IMPLEMENTATION OF SETTLEMENT**

Consistent with the Settlement Agreement, Whirlpool shall make the payments described in the Settlement Agreement, including, without limitation, payment to each Class Member who files a Valid Claim the cash payment, cash rebate amount, or cash reimbursement, pursuant to applicable terms and documentation requirements set forth in the Settlement Agreement. The Parties shall carry out their respective obligations as stated in the Settlement Agreement.

## **VII. RELEASE, COVENANT NOT TO SUE, AND EFFECT OF SETTLEMENT**

### **A. Release**

In consideration of the terms of the Settlement Agreement, as to Plaintiffs and Class Members, they are hereby found, deemed, and adjudged to have fully, finally, and forever released and discharged Releasees from all manner of claims, actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiffs now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred from the beginning of time up to and including the Effective Date of this Agreement and that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Washers that are alleged or could have been alleged in the Lawsuits relating to an alleged mold or odor problem (including alleged mold or bacteria growth or bad odors inside the Washers; bad odors on laundry cleaned in the Washers as a result of biofilm, mold, bacteria, or mildew; failure of the Washers to adequately self-clean; or failure of Affresh Washer Cleaner to remedy the alleged defects or adequately clean the Washers), or to any act,



omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Lawsuits or the claims or defenses asserted in the Lawsuits, including all claims for out-of-pocket expense, consequential, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance including the purchase of Affresh, or premium-price damages.

The release specifically excludes claims for (i) personal injury, (ii) emotional distress; (iii) damage to property other than the Class Washer itself, and (iv) economic loss claimed in any unrelated litigation.

Plaintiffs and Class Members have waived and relinquished all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to their released claims.

**B. Covenant Not to Sue**

In consideration of the terms of the Settlement Agreement, all Class Members, including Plaintiffs, are hereby found, deemed, and adjudged to have (i) covenanted and agreed that neither Plaintiffs nor any of the Class Members, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees, or any of them, in connection with the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any

such action or proceeding brought by or on behalf of any of them; and (iii) agree that this Agreement shall be a complete bar to any such action.

**C. Settlement Agreement as Exclusive Remedy for Released Claims**

Upon entry of this Final Order and Judgment, enforcement of the Settlement Agreement shall be the exclusive remedy for all members of the Settlement Class, including Plaintiffs, all of whom are hereby permanently barred and enjoined from instituting, commencing, prosecuting or continuing to prosecute, either directly or indirectly, any of the Released Claims. Class Members who are prosecuting or asserting any of the Released Claims are ordered to take whatever measures necessary to effectuate dismissal of their claims.

**D. Effect of a Final Judicial Determination of Invalidity or Unenforceability**

If, after entry of this Final Order and Judgment by the Court, a notice of appeal of this Final Order and Judgment is timely filed by any party, objector, claimant, or other person or entity, and if an appellate court makes a final determination that this Final Order and Judgment is in any respect invalid, contrary to law, or unenforceable (except for such determinations that are limited to the attorney fees, costs, or incentive awards), this Order shall be automatically vacated, the Settlement Agreement shall be null and void, and Defendants may fully contest certification of any class as if no Settlement Class had been certified. In addition, the Parties shall return to their respective positions in this lawsuit as they existed immediately before the Parties executed the Settlement Agreement, and nothing stated herein or in the Settlement Agreement shall be deemed an admission or waiver of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action.

### **VIII. NO ADMISSION OF LIABILITY**

The Parties entered into the Settlement Agreement solely for the purpose of compromising and settling disputed claims. Nothing contained in the Settlement Agreement, any documents relating to the Settlement, the Preliminary Approval Order, or this Final Order and Judgment shall be construed, deemed, or offered as an admission by any of the Parties or any member of the Settlement Class for any purpose in any judicial or administrative action or proceeding of any kind, whether in law or equity. In entering this Order with this provision and other limiting provisions, this Court specifically refers to and invokes the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity and requests that any court in any other jurisdiction reviewing, construing, or applying this Order implement and enforce such limiting provision.

### **IX. ENTRY OF FINAL JUDGMENT**

The Court hereby dismisses with prejudice all claims alleged in this action. The Court further orders the entry of, and enters, this Final Order and Judgment on all claims, counts, and causes of action alleged in this action by Plaintiffs, on behalf of themselves, the Settlement Class, or both. In entering this Final Order and Judgment, this Court specifically refers to and invokes the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity, and requests that any court in any other jurisdiction reviewing, construing, or applying this Judgment implement and enforce its terms in their entirety.

Without affecting the finality of this Final Order and Judgment in any way, this Court hereby reserves jurisdiction over (1) implementation of this Settlement and this action; (2) all matters related to the administration and consummation of the Settlement; and (3) all Parties to

this action for the purpose of implementing, enforcing, and monitoring compliance with, effectuating, administering, and interpreting the provisions of the Settlement Agreement and this Final Order and Judgment.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2016

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Hon. Christopher A. Boyko  
U.S. District Court Judge

# SETTLEMENT AGREEMENT EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

**In re: WHIRLPOOL CORP. FRONT-  
LOADING WASHER PRODUCTS  
LIABILITY LITIGATION**

**1:08-wp-65000**

**1:08-wp-65001**

**MDL No. 2001**

**Class Action**

**Judge: Christopher A. Boyko**

**ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

On April 18, 2016, Plaintiffs Trina Allison, Bonnie Beierschmitt, John Bettua, Sylvia Bicknell, Paula Call, Tracy Cloer, Mara Cohen, Kathryn Cope, Giuseppina P. Donia, Laurie Fletcher, Karen Freeman, Pramila Gardner, Gina Glazer, Jeff Glennon, Susan Hirsch, Karen Hollander, Derral Howard, Heidi Klein, Peggy Lemley, Twilla Martin, Denise Miller, Charles Napoli, Rebecca Nordan, Maggie O'Brien, Vic Pfefer, Jeffrey Robinson, Sandra Robinson, Sonja Sandholm-Pound, Shannon Schaeffer, Susan Scott, Donna Seeherman, Tracie Snyder, Andrea Strong, Phil Torf, Carlos Vecino, Jennifer Wainwright, and Jane Werman (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class, as defined below, and Defendants Whirlpool Corporation ("Whirlpool") and Sears, Roebuck and Co. ("Sears") (collectively, "the Parties") executed a Class Action Settlement Agreement ("Settlement Agreement" or "Agreement"). Pursuant to the Agreement, the Parties have moved for entry of an order granting preliminary approval to the Settlement provided for in the Settlement Agreement (the "Settlement"). All defined terms in this Order (i.e., all capitalized words or phrases) shall have the same definitions and meanings as those set forth in the Parties' Settlement Agreement.

Having reviewed the Settlement Agreement and considered the Parties' submissions in support of preliminary approval of the Settlement, the Court now FINDS, CONCLUDES, AND ORDERS as follows:

**I. CERTIFICATION OF THE SETTLEMENT CLASS**

The Agreement settles all Released Claims, as defined below, that have been or could have been brought in the putative class-action Lawsuits. The Agreement provides for a nationwide class settlement of the Released Claims concerning certain models of Whirlpool, Kenmore, and Maytag-brand front-loading washing machines that are the subject of the Lawsuits. As a part of the Agreement, Defendants have conditionally withdrawn their objections to the certification of the Settlement Class.

A. The Court has considered (1) allegations, information, arguments, and authorities provided by the Parties in connection with pleadings and motions previously filed by each of them in this case; (2) information, arguments, and authorities provided by parties in their memoranda submitted in support of the joint motion for entry of an order granting preliminary approval to the Settlement; (3) Defendants' conditional withdrawal, for the purpose of the Settlement, of their objections to certification of the Settlement Class specified in the Settlement Agreement; (4) the terms of the Settlement Agreement including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and (5) the Settlement's elimination of any potential manageability issues, ascertainability issues, and individualized issues of fact and law that could have had a bearing on the certification of a nationwide class for trial. Based on those considerations, the Court hereby finds as follows:

1. The Settlement Class is ascertainable. The class is defined solely with reference to objective criteria. It is administratively feasible to determine class membership (assuming, arguendo, that ascertainability includes this requirement).

2. From 2001 through 2010, Whirlpool manufactured approximately 5,500,000 Whirlpool-brand, Kenmore-brand, and Maytag-brand front-loading washing machines identified by model number in Exhibit 2 to the Settlement Agreement (“Class Washers”) that were sold to, acquired by, or received as a gift by persons nationwide. These numbers readily satisfy Rule 23’s numerosity requirement.

3. There are questions of law and fact common to all members of the Settlement Class based on Whirlpool’s manufacture and Sears’ sale of Class Washers. Such questions include, but are not limited to, the following:

a. Whether the Class Washers contained one or more design defects that caused the Class Washers to not adequately self-clean themselves of laundry residue and to build up mold or bacteria inside the Washers, resulting in bad odors and ruined laundry; and

b. Whether Plaintiffs and the members of the Settlement Class can recover damages based on the alleged self-cleaning defects.

4. The Class Representatives’ claims are typical of the Settlement Class. Class Representatives are members of the Settlement Class and allege that they have been damaged by the same conduct of Defendants that they allege has damaged other members of the Settlement Class. Class Representatives’ claims are not in conflict with or antagonistic to the claims of the Settlement Class as a whole. The claims of Class



Representatives and other members of the Settlement Class are based upon corresponding theories.

5. Class Representatives can fairly, fully, and adequately protect the interests of the Settlement Class. Plaintiffs' counsel are experienced in prosecuting complex class-action litigation, and Class Representatives and Class Counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement Class.

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

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

B. For the purpose of determining whether the terms of the Settlement are fair, reasonable, and adequate, the Court hereby certifies the following Settlement Class for settlement purposes only:

All residents of the United States and its territories who (a) purchased a new Class Washer, (b) acquired a Class Washer as part of the purchase or remodel of a home, or (c) received as a gift, from a donor meeting those requirements, a new Class Washer not used by the donor or by anyone else after the donor purchased the Class Washer and before the donor gave the Class Washer to the Class Member. Excluded from the Settlement Class are (a) officers, directors, and employees of Whirlpool or Sears, or their parents or subsidiaries, (b) insurers of Class Members, (c) subrogees or all entities claiming to be subrogated to the rights of a Class Washer purchaser, a Class Washer owner, or a Class Member, and (d) all third-party issuers or providers of extended warranties or service contracts for Class Washers.

C. The Court appoints Plaintiffs Trina Allison, Bonnie Beierschmitt, John Bettua, Sylvia Bicknell, Paula Call, Tracy Cloer, Mara Cohen, Kathryn Cope, Giuseppina P. Donia, Laurie Fletcher, Karen Freeman, Pramila Gardner, Gina Glazer, Jeff Glennon, Susan Hirsch, Karen Hollander, Derral Howard, Heidi Klein, Peggy Lemley, Twilla Martin, Denise Miller, Charles Napoli, Rebecca Nordan, Maggie O'Brien, Vic Pfefer, Jeffrey Robinson, Sandra Robinson, Sonja Sandholm-Pound, Shannon Schaeffer, Susan Scott, Donna Seeherman, Tracie Snyder, Andrea Strong, Phil Torf, Carlos Vecino, Jennifer Wainwright, and Jane Werman as the Class Representatives of the Settlement Class.

D. The Court appoints Jonathan D. Selbin, Mark P. Chalos, and Jason L. Lichtman of the law firm Lieff Cabraser Heimann & Bernstein, LLP as Lead Class Counsel for the Settlement Class. The Court also appoints Steven A. Schwartz of the law firm Chimicles & Tikellis LLP and James J. Rosemergy of the law firm Carey, Danis & Lowe as Class Counsel for the Settlement Class.

E. If for any reason the Settlement Agreement ultimately does not become effective, Defendants' conditional withdrawal of their objections to the certification of the Settlement Class shall be null and void in its entirety; this Order certifying a nationwide class shall be vacated; the Parties shall return to their respective positions in the Lawsuits as those positions existed immediately before the Parties executed the Settlement Agreement; and nothing stated in the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this action or in any other action or proceeding of any kind.

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

A. Defendants have at all times disputed, and continue to dispute, Plaintiffs' allegations in the Lawsuits, deny any liability for any of the claims that have or could have been alleged by Plaintiffs or other members of the Settlement Class, and maintain that the Class Washers are free of defects. In fact, Defendants defended the first bellwether case through a certified class-action jury trial and prevailed in that trial.

B. The Settlement requires Whirlpool (on behalf of the Defendants) to provide specified compensation to each Class Member who meets certain eligibility requirements and who timely submits a valid, complete Claim Form, with or without specified supporting documentation depending on the Class Members' repair and complaint history, all as defined and set forth in the Settlement Agreement. All Class Members are entitled to make a claim for a 5% cash rebate off the purchase price of certain new Whirlpool-built washing machine, dryer, or washer-dryer combo models, regardless whether they experienced persistent bad odors and/or mold growth problems inside their Class Washer. All Class Members who experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside their Class Washer within 5 years after purchase are entitled to make a claim for one of the following enhanced benefits: (a) a \$50 cash payment; (b) a 20% cash rebate off the purchase price of certain new Whirlpool-built washing machine or dryer models; or (c) a cash reimbursement payment, up to \$500, for the amount of out-of-pocket expenses Class Members can establish through sufficient documentary proof they incurred to service or replace a Class Washer due to persistent bad odors and/or mold growth problems inside the Washer.

C. On a preliminary basis, therefore, taking into account (1) the defenses asserted by Defendants and the jury verdict in Whirlpool's favor in the 2014 bellwether trial in *Glazer v. Whirlpool*, (2) the risks to the members of the Settlement Class that Whirlpool and Sears would continue to successfully defend against claims arising out of the facts and legal theories pled and asserted in this case, whether litigated by members of the Settlement Class themselves or on their behalf in a class action, and (3) the length of time that would be required for members of the Settlement Class, or any group of members of the Settlement Class, to obtain a final judgment through one or more additional trials and appeals, the Settlement appears fair, reasonable, and adequate. Moreover, the Parties have reached the Settlement after nine years of exhaustive litigation, including: written discovery; the production of over one million pages of documents by Defendants; dozens of fact and expert depositions being taken across the United States and in Europe; numerous inspections of Plaintiffs' and Class Members' washing machines; disclosure of dozens of comprehensive expert reports on liability and damages issues; conducting numerous court hearings in Ohio and Illinois; briefing and receiving rulings on motions to dismiss, summary judgment, and class certification, appeal of the class certification rulings to the Sixth Circuit, Seventh Circuit, and United States Supreme Court; trying a bellwether action to verdict in Ohio; appeal of the jury verdict to the Sixth Circuit, and engaging in arms-length settlement negotiations with and without the assistance of a mediator over the course of several years. For all these reasons, the Settlement falls within the appropriate range of possible approval and does not appear in any way to be the product of collusion.

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

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

A. As provided for in the Settlement Agreement, the Parties have submitted: (i) two separate, proposed summary settlement notices to be mailed and emailed to identifiable Class Members (collectively, the “Summary Notices”), copies of which are attached to the Settlement Agreement as Exhibit 8; (ii) a plan for distributing the Summary Notices to the Settlement Class; (iii) a proposed long-form settlement notice in the form of Frequently Asked Questions and Answers or a “FAQ,” a copy of which is attached to the Settlement Agreement as Exhibit 3 and which will be published on the Settlement Website and mailed to those Class Members who request a hardcopy; (iv) a proposed Publication Notice, a copy of which is attached to the Settlement Agreement as Exhibit 6; (v) a plan for the Publication Notice’s publication in print periodicals and on websites and social media to provide additional notice to the Settlement Class; (vi) proposed Claim Forms for the cash payment, cash rebate options, and cash reimbursement Settlement benefits; (vii) a plan for allowing Class Members to file Claim Forms by email, U.S. Mail, or the Settlement Website and for mailing a Claim Form to Class Members who contact the Settlement Administrator by telephone, mail, or email requesting a Claim Form be sent to them; and (viii) a plan for establishing a Settlement Website, with the FAQ and other information and documents that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including Claim Forms, a copy of the FAQ, information relating to relevant deadlines, a complete copy of the Settlement Agreement, and orders of the Court.

B. The proposed plan for distributing and publishing the Summary Notices, FAQ, Publication Notice, Claim Form, and Settlement Website appears reasonably likely to notify

members of the Settlement Class of the Settlement, and there appears to be no additional mode of distribution that would be reasonably likely to notify members of the Settlement Class who will not receive notice pursuant to the proposed distribution plans. The proposed plan also satisfies the notice requirements of Federal Rule of Civil Procedure 23(e) and all applicable federal law.

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

D. The proposed Claim Forms provided for in the Settlement Agreement fairly, accurately, and reasonably inform members of the Settlement Class of (1) appropriate information about the nature of the litigation and the essential terms of the Settlement Agreement; (2) appropriate information about, and means for, submitting a claim for compensation under the Settlement; and (3) the fact that failure to complete and submit a Claim Form, in the manner and time specified in the notices, Settlement Website, and Claim Form, shall constitute a waiver of any right to obtain any compensation under the Settlement. The proposed plan for publishing the Claim Form on the Settlement Website and for mailing or emailing the Claim Form to Settlement Class Members who contact the Settlement Administrator by telephone, mail, or email requesting a Claim Form be sent to them is fair and reasonable.

E. The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

Accordingly, the Court hereby ORDERS as follows:

1. The form and content of the proposed Summary Notices, FAQ, Publication Notice, and Claim Forms are hereby approved.
2. Promptly following the entry of this Order, the Parties and Settlement Administrator shall prepare final versions of (i) the Summary Notices, (ii) FAQ, (iii)

Publication Notice, and (iv) Claim Forms, incorporating into each of them the Fairness Hearing date and deadlines set forth in Part IV of this Order.

3. Within 45 days after the Court's entry of this Order, Whirlpool will file or cause to be filed with the Court a declaration of compliance with this plan of notice, including a statement of the number of persons to whom the Summary Notice was mailed.

4. The Court appoints Angeion Group as Settlement Administrator.

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

a. Within 30 days after entry of this Order, mail or email the appropriate Summary Notice to each address of record for identifiable members of the Settlement Class and to all members of the Settlement Class for whom valid email addresses are known to Whirlpool or Sears;

b. Perform a national change of address search and forward notices that are returned by the U.S. Postal Service with a forwarding address;

c. Create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including Claim Forms, a copy of the FAQ, and information relating to relevant deadlines;

d. At approximately the same time as the Settlement Administrator mails and emails the initial round of Settlement Notice, cause to be published the



Publication Notice according to the proposed notice plan, including through the use of social media;

e. At such time prior to the Claims Deadline as Class Counsel directs, and at least 15 days before the deadline to file claim forms, again mail and email the appropriate Summary Notice to remind Prequalified Class Members of the impending claims and other deadlines;

f. At such time prior to the Claims Deadline as Class Counsel directs, and approximately the same time the Settlement Administrator provides a the second round of mailed and emailed notices, provide a second round of Publication Notice to Class Members through the use of social media;

g. Accept online/electronic, as well as paper, Claim Forms;

h. Allow Settlement Class Members to electronically submit documents supporting their Claim Forms;

i. Receive, evaluate, and either approve completed Claim Forms as meeting the requirements of the Settlement Agreement or disapprove as failing to meet those requirements sent by Persons seeking to receive compensation;

j. No later than 30 days before mailing Notices of Claim Denial, provide to Defendants' lead counsel and Class Counsel (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims, by category of benefit; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the

Settlement Administrator has determined not to be Valid Claims, by category of benefit. Class Counsel shall then have an opportunity to review the Notices of Claim Denial and request a meet and confer with Defendants' counsel should they decide to challenge any of the Notices of Claim Denial; in the event Class Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the claimant until Class Counsel and Defendants' counsel meet and confer to arrive at a resolution;

k. Send, by first class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial;

l. Process requests for exclusion from the Settlement;

m. Process objections to the Settlement;

n. Provide to Class Counsel and Defendants' counsel periodic status reports regarding claims; and

o. Within 30 days after the payment of all Valid Claims by the Settlement Administrator, provide to Defendants' counsel and Class Counsel a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Class Members (in total and by category of benefit).

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

##### **A. Fairness Hearing**

The Court hereby schedules, for September 7, 2016, at 1:30 p.m. EST, a Fairness Hearing at the Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, Ohio 44113, Courtroom 15B, to determine whether the certification of the Settlement Class, the appointments of Class Representatives, the appointment of Class Counsel, the Settlement Agreement, and the Settlement should receive final approval. At that time, the Court also will consider any request that may be made by Class Counsel for an award of attorney fees and reimbursement of litigation expenses to Class Counsel and for service awards to each Plaintiff, all in accordance with the terms of the Settlement Agreement. The Parties will have up to and including \_\_\_\_\_, 2016 (120 days after the entry of this Order) to file their motions for final approval of the Settlement and any briefs in support of such motion and in opposition to any objections.

##### **B. Deadline for Members of the Settlement Class to Request Exclusion from the Settlement**

Members of the Settlement Class who wish to be excluded from the Settlement must mail or email their requests for exclusion to the Settlement Administrator by first-class United States Mail, postmarked by the United States Postal Service no later than 90 days after entry of this Order.

##### **C. Deadline for Filing Objections to Matters to Be Heard at the Fairness Hearing and for Filing Requests to Appear and Present Argument or Evidence**

All objections to certification of the Settlement Class, the designation of Plaintiffs as Class Representatives, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or the amount of fees and expenses that Class Counsel may apply for at the Fairness

Hearing, shall be made in writing and, no later than 90 days after entry of this Order, filed with this Court, Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, Ohio, 44113, Courtroom 15B. Any papers not filed and served in the prescribed manner and time will not be considered at the Fairness Hearing, and all objections not made in the prescribed manner and time shall be deemed waived.

All persons wishing to appear at the Fairness Hearing, either in person or by counsel, for the purpose of objecting to any aspect of the certification of the Settlement Class, the designation of Class Representatives as representatives of the Settlement Class, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or the amount of attorney fees and expenses or service awards that Class Counsel apply for, must file with the Court, and serve on Class Counsel and Defendants, no later than 95 days after entry of this Order, a notice of their intention to appear setting forth the basis of their objections and summarizing the nature and source of any evidence they intend to present at the Fairness Hearing.

**D. Deadline for Submitting Claim Forms**

Class members will have up to 150 days after the date of this Order to submit a Claim Form for any of the benefits available under the Settlement.

**V. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND FOR SERVICE AWARDS TO PLAINTIFFS**

Within 60 days after entry of this Order, Class Counsel will move the Court for entry of a separate order approving attorney fees and reimbursement of litigation expenses to Class Counsel in an amount to be agreed by the Parties or, absent agreement, to be determined by the Court. Class Counsel also will move the Court to approve service awards to certain Class Representatives. Whirlpool shall pay any attorneys' fee and expense award to Class Counsel

within 30 days after the Court's entry of the final approval order and final judgment. Whirlpool shall pay any service awards to Class Representatives within 30 days after the Effective Date. Whirlpool's payment of attorney fees, expenses, and service awards to Class Counsel and Class Representatives shall be wholly separate from, and in addition to, Whirlpool's payment of Settlement benefits to Class Members.

**VI. ABSENCE OF ANY ADMISSION; DENIAL OF ANY WRONGFUL ACT OR OMISSION AND OF ANY LIABILITY**

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

IT IS SO ORDERED.

Dated: April \_\_, 2016

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The Honorable Christopher A. Boyko  
United States District Judge

# SETTLEMENT AGREEMENT EXHIBIT 6

Legal Notice

If you purchased, acquired, or received as a gift a new Whirlpool, Kenmore, or Maytag brand front-loading washing machine manufactured between 2001 and 2010, you could be part of a class action settlement.

A settlement has been reached with Whirlpool Corporation ("Whirlpool") and Sears, Roebuck and Co. ("Sears") (together, "Defendants") in several class action lawsuits claiming that certain front-loading washing machines manufactured between 2001 and 2010 fail to adequately self-clean themselves of laundry residue, resulting in mold or mildew buildup that can cause bad odors and ruined laundry. Defendants deny they did anything wrong. You can visit [www.WasherSettlement.com](http://www.WasherSettlement.com) to see a complete list of the washer models that are included in the settlement, referred to as the "Class Washers."

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

**WHAT DOES THE SETTLEMENT PROVIDE?** All members of the settlement class are eligible to receive a 5% cash rebate off the purchase of certain new Whirlpool-manufactured washers and dryers. Members of the settlement class who experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside their Washers within five years after purchasing the Washer are eligible to make a claim for one of the following benefits: (a) a \$50 cash payment; (b) a 20% cash rebate off the purchase of certain new Whirlpool-manufactured washers or dryers; or (c) cash reimbursement, up to \$500, for documented out-of-pocket costs to service or replace a Class Washer due to persistent bad odors or mold growth problems. To be eligible for compensation, you must submit a Claim Form, with any required documentary proof, to the Settlement Administrator online at [www.WasherSettlement.com](http://www.WasherSettlement.com) or by mail at [address] no later than **MONTH 00, 2016**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

**IMPORTANT:** Some Class Members are prequalified for settlement payments based on Whirlpool's or Sears' customer records. Prequalified class members are automatically eligible to receive either a \$50 cash payment or a 20% cash rebate. Prequalified class members may choose to claim a cash reimbursement payment, up to \$500, for documented out-of-pocket expenses to service or replace a Class Washer due to mold or odor problems.

**HOW DO YOU ASK FOR A PAYMENT IF YOU QUALIFY?** Go to [www.WasherSettlement.com](http://www.WasherSettlement.com) and file a claim online or download, print, complete, and mail a Claim Form to the Settlement Administrator. Claim Forms also are available by calling 1-888-000-0000. You must complete and submit a Claim Form with any required documents by **MONTH 00, 2016**.

**YOUR OTHER OPTIONS.** If you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it. The deadline to exclude yourself is **MONTH 00, 2016**. Unless you exclude yourself, you will give up any right to sue Whirlpool or Sears for the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (*i.e.*, do not exclude yourself), you may object to the settlement or Class Counsel's fees by **MONTH 00, 2016**. More information can be found in the Frequently Asked Questions document and Settlement Agreement, which are available at [www.WasherSettlement.com](http://www.WasherSettlement.com).

**THE COURT'S FAIRNESS HEARING.** The U.S. District Court, Northern District of Ohio, located at 801 West Superior Avenue, Cleveland, Ohio 44113, will hold a hearing in this case (*In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*) on **MONTH 00, 2016**, at \_\_\_\_:\_\_\_\_.m. in Courtroom \_\_\_\_\_. At the fairness hearing the Court will decide whether to approve: (1) the settlement; (2) Class Counsel's request for attorney fees up to \$7,450,000 and for reimbursement of litigation expenses up to \$7,300,000; and (3) service awards of up to \$4,000 to each of the Class Representatives. If approved, these fees, expenses, and awards will be paid separately by Whirlpool and will not reduce the amount of money available to Class Members. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

**WANT MORE INFORMATION?** Call, go to the website, or write to *In re Whirlpool Corp. Front-Loading Washers Settlement*, P.O. Box 0000, City ST 00000-0000.

1-888-000-0000

[www.WasherSettlement.com](http://www.WasherSettlement.com)

# SETTLEMENT AGREEMENT EXHIBIT 7



Exhibit 7**List of Rebate Eligible Washers and Dryers**

<u>TLWs</u>	<u>FLWs</u>	<u>Dryers</u>
MVWB955FS	MED7500YW	MED3100DW
MVWB955FW	MHW3100DW	MED3500FW
MVWB955FC	MHW3505FW	MED5100DC
MVWX655DW	MHW4300DC	MED5100DW
WTW4915EW	MHW4300DW	MED5500FC
MVWB755DW	MHW5100DC	MED5500FW
WTW5000DW	MHW5100DW	MED7100DC
WTW7000DW	MHW5400DC	MED7100DW
MVWB855DC	MHW8100DC	MEDB755DW
WTW8040DW	MHW8200FW	MEDB835DW
WTW9500EW	WFC7500VW	MEDB855DW
WTW8000DW	MHW5500FW	MEDX655DW
WTW7040DW	MHW5400DW	WED4915EW
MVWB835DW	MHW5500FC	WED5000DW
MVWB855DW	MHW7100DW	WED7000DW
MVWB955EW	MHW8100DW	WED7300DW
WTW8500DC	MHW8200FC	WED8000DW
WTW9500EC	NFW5800DW	WED8500DC
WTW8500DW	MHWC7500YW	WED8500DW
WTW7300DW	MHW7100DC	MEDB855DC
MVWB955EC	MHW8150EW	MEDB955EW
25132	WFL98HEBU	MEDB955EC
26132	WFW72HEDW	WED9500EW
27132	WFW7590FW	WED9500EC
28132	WFW75HEFW	WGD4915EW
29132	WFW81HEDW	WGD5000DW
28133	WFW8740DW	MGDX655DW
29133	WFW87HEDC	WGD7000DW
	WFW87HEDW	MGDB755DW
	WFW90HEFC	WGD7300DW
	WFW90HEFW	WGD8000DW
	WFW9290FBD	MGDB835DW
	WFW9290FC	WGD8500DW
	WFW9290FW	WGD8500DC
	WFW92HEFBD	MGDB855DW
	WFW92HEFC	MGDB855DC
	WFW92HEFU	MGDB955EW
	WFW92HEFW	MGDB955EC
	WFW95HEDC	WGD9500EW
	WFW95HEDU	WGD9500EC
	WFW95HEDW	WED49STBW
	WFW97HEDBD	MEDX6STBW
	WFW97HEDC	WGD49STBW
	WFW97HEDU	MGDX6STBW
	WFW97HEDW	MED8100DC
		MED8100DW

Exhibit 7**List of Rebate Eligible Washers and Dryers****TLWs****FLWs****Dryers**

MED8150EW  
 MED8200FC  
 MED8200FW  
 MGD3100DW  
 MGD3500FW  
 MGD5100DC  
 MGD5100DW  
 MGD5500FC  
 MGD5500FW  
 MGD7100DC  
 MGD7100DW  
 MGD8100DC  
 MGD8100DW  
 MGD8200FC  
 MGD8200FW  
 NED5800DW  
 NGD5800DW  
 WED71HEDW  
 WED72HEDW  
 WED7500VW  
 WED7590FW  
 WED75HEFW  
 WED7990FW  
 WED81HEDW  
 WED85HEFW  
 WED85HEFC  
 WED8540FW  
 WED8540FC  
 WED8740DW  
 WED87HEDC  
 WED87HEDW  
 WED90HEFC  
 WED90HEFW  
 WED9290FC  
 WED9290FW  
 WED92HEFBD  
 WED92HEFC  
 WED92HEFU  
 WED92HEFW  
 WED95HEDC  
 WED95HEDU  
 WED95HEDW  
 WED97HEDBD  
 WED97HEDC  
 WED97HEDU  
 WED97HEDW

Exhibit 7**List of Rebate Eligible Washers and Dryers****TLWs****FLWs****Dryers**

WED99HEDW  
WEL98HEBU  
WGD71HEDW  
WGD72HEDW  
WGD7590FW  
WGD75HEFW  
WGD81HEDW  
WGD8740DW  
WGD87HEDC  
WGD87HEDW  
WGD90HEFC  
WGD90HEFW  
WGD92HEFBD  
WGD92HEFC  
WGD92HEFU  
WGD92HEFW  
WGD95HEDC  
WGD95HEDU  
WGD95HEDW  
WGD97HEDBD  
WGD97HEDC  
WGD97HEDU  
WGD97HEDW  
65132  
66132  
67132  
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69132  
68133  
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# SETTLEMENT AGREEMENT EXHIBIT 8

**You are prequalified to  
receive a benefit as  
part of a class action  
settlement about  
Whirlpool, Kenmore,  
and Maytag front-  
loading washers.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit [www.WasherSettlement.com](http://www.WasherSettlement.com) or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Whirlpool, Sears, or any appliance retailer or dealer for information about the settlement.**

*In re Whirlpool Corp. Front-Loading Washer Products*

**Liability Litigation**

Settlement Administrator

P.O. Box xxxx

City, ST xxxxx-xxxx

**«ScanString»**

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A proposed settlement has been reached in several class actions against Whirlpool and Sears alleging defects in some Whirlpool, Kenmore, and Maytag-brand front-loading washing machines sold from 2001-2010. This notice summarizes your legal rights. You should visit [www.WasherSettlement.com](http://www.WasherSettlement.com) to obtain more complete information about the proposed settlement and your rights. You also can write to the Settlement Administrator at \_\_\_\_\_, or call 1-888-000-0000, to have a Claim Form mailed to you.

**What is the class action about?** Plaintiffs allege that some Whirlpool, Kenmore, and Maytag-brand front-loading washing machines fail to adequately self-clean themselves of laundry residue, resulting in buildup of mold or mildew that can cause bad odors and ruined laundry.

**What are my rights?** The settlement class includes all persons who, while living in the United States, bought, acquired or received as a gift a new front-loading washing machine of certain models manufactured by Whirlpool between 2001 and 2010. You can visit [www.WasherSettlement.com](http://www.WasherSettlement.com) to see a complete list of the washer models that are included in the settlement. Whirlpool's or Sears' records show that you may be a member of the settlement class. All members of the settlement class are eligible to receive a 5% cash rebate off the purchase of certain new Whirlpool-manufactured washers and dryers. Members of the settlement class who actually experienced persistent bad odors and/or mold growth problems inside their Washer within five years after purchase are eligible to choose from one of three enhanced benefits: (1) a \$50 cash payment; (2) a 20% cash rebate off the purchase of certain new Whirlpool-manufactured washers and dryers; or (c) a cash reimbursement, up to \$500, for documented out-of-pocket costs to service or replace your Class Washer due to persistent bad odors and/or mold growth problems. To claim the cash reimbursement benefit, however, you must submit documentary proof of your out-of-pocket expenses. To be eligible for any compensation, you must submit a properly completed Claim Form, with any required documentary proof, to the Settlement Administrator online at [www.WasherSettlement.com](http://www.WasherSettlement.com) or by mail at the address on the reverse side postmarked **no later than \_\_\_\_\_, 2016**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

**How to request exclusion from the class.** If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator at the address on the reverse side postmarked **no later than \_\_\_\_\_, 2016**, stating "Exclude me from the settlement class in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*," and include your name and address. If you do not exclude yourself, you will lose your right to sue Whirlpool or Sears and obtain any compensation from them other than through this settlement.

**How to file objections.** If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by filing a written objection with the U.S. District Court, Northern District of Ohio, 801 West Superior Avenue, Cleveland, Ohio 44113. The fairness hearing will be held at the Court on September 7, 2016, at 1:30 p.m. EST. You or your attorney (if you choose to hire one) may appear at the hearing by filing a notice and entry of appearance with the Court. Objections and entries of appearance must be filed with the Court **no later than \_\_\_\_\_, 2016**.

**Class Counsel's attorney fees and contact information.** If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request an award of attorney fees not to exceed \$7,450,000 and reimbursement of costs not to exceed \$7,300,000, to be paid by Whirlpool separately from and in addition to the benefits to the Class. You can write to Class Counsel at: Jonathan Selbin, Lieff, Cabraser, Heimann & Bernstein, LLP, 250 Hudson Street, 8<sup>th</sup> Floor, New York, NY 10013-1413.

**Your rights may be  
affected by and you  
may be eligible for  
compensation from a  
class action settlement  
about Whirlpool,  
Kenmore, and Maytag  
front-loading washers.**

For more information on the proposed settlement, filing a claim or objections, and excluding yourself, visit [www.WasherSettlement.com](http://www.WasherSettlement.com) or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Whirlpool, Sears, or any appliance retailer or dealer for information about the settlement.**

*In re Whirlpool Corp. Front-Loading Washer Products*

**Liability Litigation**

Settlement Administrator

P.O. Box xxxxx

City, ST xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»