

# EXHIBIT A

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement”) is made and entered into as of this 15th day of April, 2019, by Warren Burch, James Bodley, Kyle Matson, and Ronald McCallum (“Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Defendant Whirlpool Corporation (“Whirlpool”), to settle, fully and finally, all of the claims that have been or could have been brought in two putative class-action lawsuits against Whirlpool relating to certain dishwashers described below.

1. A dispute has arisen between the Parties concerning certain Whirlpool-manufactured dishwashers specifically defined in Paragraph I(H);

2. Plaintiffs filed two putative class-action lawsuits alleging, among other things, that the Class Dishwashers are defective, in that the upper rack adjusters, which connect the top rack of the Class Dishwashers to the rails that hold the upper rack in place, routinely break during normal use;

3. Whirlpool categorically denies Plaintiffs’ allegations, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, denies that the Class Dishwashers are defective, denies that the upper rack adjusters routinely break during normal use, denies all liability, and asserts numerous defenses to Plaintiffs’ allegations;

4. The Parties to this Agreement, after engaging in extensive motion practice, including filing motions to dismiss and a motion for summary judgment, and after engaging in confirmatory discovery—which included collecting and analyzing thousands of pages of documents; conducting extensive interviews with Whirlpool witnesses, the named plaintiffs, and putative class members; producing highly relevant, targeted, and sufficient documents and information by both Whirlpool and Plaintiffs; and consulting with various experts—and after conducting a formal mediation, engaging in substantial settlement negotiations over a period of

16 months with the help and oversight of a highly experienced mediator, now wish to resolve all claims, disputes, and differences among them;

5. Class Counsel has reviewed and analyzed the documents produced by Whirlpool and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Settlement Class Members under the Settlement provided for in this Agreement; considered the applicable laws of the several states potentially at issue, including California, Michigan, Virginia, Texas, and others, and the claims that could be asserted under those laws regarding Class Dishwashers; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

6. Whirlpool has at all times disputed, and continues to dispute, Plaintiffs' allegations in the Lawsuits and denied any liability for any of the claims that have or could have been raised regarding the Class Dishwashers by Plaintiffs or Settlement Class Members, but believes that the comprehensive resolution of the issues in the Lawsuits as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best interest of the Settlement Class, and is in the best interests of Whirlpool, its employees, and its trade partners, and is the most effective and least costly resolution of the Lawsuits;

7. 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. “Actions” or “Lawsuits” means the following two putative class-action lawsuits pending, as of the date of this Agreement, in the United States District Court for the Western District of Michigan: (1) Case No. 1:17-cv-00018, entitled *Burch v. Whirlpool Corp.*, and (2) Case No. 1:18-cv-00594, entitled *Bodley et al. v. Whirlpool Corp.*
- B. “Administration and Notice Expenses” means reasonable fees and expenses incurred for (1) preparing, mailing, and emailing the Summary Notice and FAQ; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Settlement 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; (4) receiving and processing Objections to the Settlement and Opt-Out Forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims; and (8) other costs of notice and administration of the Settlement that may be mutually-agreed upon by Whirlpool and Lead Counsel.
- C. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and the exhibits attached hereto.

- D. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel pursuant to their Fee Petitions.
- E. “Claims Deadline” means 135 days after the Notice Date.
- F. “Claim Form” means the forms attached as Exhibit 1, to be approved by the Court and to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim.
- G. “Class Counsel” means R. Brent Irby of McCallum, Hoagland & Irby LLP; Edward Wallace of Wexler Wallace LLP; and Nathan Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C.
- H. “Class Dishwasher” means a Whirlpool-manufactured, KitchenAid-brand dishwasher manufactured with a Plastic Premium Adjuster in combination with a V-Rail System between October 2010 and the Notice Date, and bearing a model number on the list attached as Exhibit 2.
- I. “Class Representatives” or “Plaintiffs” means Warren Burch, James Bodley, Kyle Matson, and Ronald McCallum.
- J. “Court” means the United States District Court for the Western District of Michigan.
- K. “Customer Information Databases” means Whirlpool’s Siebel, eCRM, Sensus, and Service Bench databases, which contain production registration data (i.e., owner-warranty registrations and consumer contact records), and no others.
- L. “Defendant” means Whirlpool Corporation.
- M. “Effective Date” means the first date that is three business days after all of the following have occurred: (i) the Court has entered an order granting final approval

of the Settlement Agreement 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 Attorney Fees and Expenses or the Service Awards to the Class Representatives.

- N. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Settlement Class in accordance with this Agreement, (i) to determine whether to grant final approval to (a) re-affirm certification of the Settlement Class, (b) designate Class Representatives, (c) designate Class Counsel as counsel for the Settlement Class, and (d) the Settlement; (2) to consider whether to enter the Final Approval Order, and (3) to rule on Class Counsel’s Fee Petitions.
- O. “FAQ” means the long-form notice to the Settlement Class in the form of Frequently Asked Questions and Answers attached as Exhibit 3, to be approved by the Court and posted on the Settlement Website in accordance with this Agreement.
- P. “Fee Petition” means the application to be filed by Class Counsel by which they will seek an award of attorney fees and reimbursement of litigation expenses incurred by them in prosecuting the Lawsuits, and all aspects of the settlement of them, as well as a Service Award to be paid to Plaintiffs.

- Q. “Final Approval Order” means the proposed Order Granting Final Approval to the Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- R. “Group 1” means Settlement Class Members who paid out of pocket for a repair to a broken axle on the Plastic Premium Adjuster in their Class Dishwasher and whose Class Dishwasher was repaired with a Plastic Premium Adjuster.
- S. “Group 2” means Settlement Class Members who received a free repair to the Plastic Premium Adjuster in their Class Dishwasher and whose Class Dishwasher was repaired with a Plastic Premium Adjuster.
- T. “Group 3” means Settlement Class Members who paid out of pocket for a repair to a broken axle on the Plastic Premium Adjuster in their Class Dishwasher with a Stainless Steel Adjuster.
- U. “Group 4” means Settlement Class Members who never received a repair of the Plastic Premium Adjuster in their Class Dishwasher and whose Class Dishwasher still contains the Plastic Premium Adjuster.
- V. “Group 5” means Settlement Class Members who received a free Stainless Steel Adjuster with or without installation through the Special Project, and whose Class Dishwasher still contains the Stainless Steel Adjuster.
- W. “Lead Counsel” means R. Brent Irby of McCallum, Hoagland & Irby LLP and Edward Wallace of Wexler Wallace LLP.
- X. “Notice Date” means the date on which the Settlement Administrator completes the initial mailing of Summary Notices to Class Members.
- Y. “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, subject to review and approval by Class Counsel, to not be a Valid Claim.

- Z. “Opt-Out” means the process by which a member of the Settlement Class may submit a request for exclusion in the manner and time prescribed by the Court in the Preliminary Approval Order.
- AA. “Parties” means Plaintiffs and Whirlpool, collectively.
- BB. “Person” means any natural person.
- CC. “Plaintiff” or “Class Representative” means Warren Burch, James Bodley, Kyle Matson, and Ronald McCallum.
- DD. “Plastic Premium Adjuster” means Whirlpool part number W10350376.
- EE. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- FF. “Publication Notice” means the proposed notice, with the terms and form to be approved by the Court and to be published in accordance with the notice plan set forth in Section V of this Agreement.
- GG. “Qualifying Photograph,” as required by Section IV(B)(8)(d), means a photograph of the Stainless Steel Adjuster in the Class Dishwasher with the Settlement Class Member’s unique claim identification number displayed within the photograph through some reasonable means, such as on a handwritten note placed near the Stainless Steel Adjuster. Settlement Class Members who do not receive direct notice and a pre-assigned unique claim identification number may obtain one by submitting their Class Dishwasher’s valid model and serial number

combination, together with their name and certain contact information, on the Settlement Website.

- HH. “Released Claims” means all claims released by Plaintiffs and all Settlement Class Members pursuant to the release and waiver set forth in Section IX of this Agreement.
- II. “Releasees” means (i) Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendant’s past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Dishwashers.
- JJ. “Service Award” means a reasonable payment, subject to Court approval, made to a Plaintiff as compensation for his efforts in pursuing these Actions.
- KK. “Settlement” means the settlement provided for in this Agreement.
- LL. “Settlement Administrator” means Epiq.
- MM. “Settlement Class” means all persons in the United States and its territories who (i) purchased a new Class Dishwasher, (ii) acquired a Class Dishwasher as part of the purchase of a home, residence, or structure, or (iii) received as a gift, from a donor meeting those requirements, a new Class Dishwasher not used by the donor or by anyone else after the donor purchased the Class Dishwasher. Excluded from the Settlement Class are (i) officers, directors, and employees of Whirlpool or its parents, subsidiaries, or affiliates, (ii) insurers of Settlement Class Members, (iii) subrogees or all entities claiming to be subrogated to the rights of a Class

Dishwasher purchaser, a Class Dishwasher owner, or a Settlement Class Member, and (iv) issuers or providers of extended warranties or service contracts for Class Dishwashers.

- NN. “Settlement Class Member” means all Persons who are members of the Settlement Class who do not Opt-Out.
- OO. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice and claims administration, as detailed in Section V of this Agreement.
- PP. “Special Project” means a consumer-benefit initiative that Whirlpool launched in 2014, under which Whirlpool provides owners of Class Dishwashers a free Stainless Steel Adjuster, and, if the owner cannot self-install the free Stainless Steel Adjuster, covers the costs of labor associated with installation.
- QQ. “Stainless Steel Adjuster” means Whirlpool part number W10712394.
- RR. “Summary Notice” means the proposed postcard and email notice to be approved by the Court and to be mailed by the Settlement Administrator to each address of record in Whirlpool’s databases (after being run through the National Change of Address database), and emailed to Settlement Class Members for whom valid email addresses are known to Whirlpool.
- SS. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information, and documentation

required for that Settlement Class Member to be eligible to receive one or more of the benefits provided in Section IV of this Agreement.

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

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

For purposes of implementing this Agreement, and for no other purpose, Whirlpool stipulates to the conditional certification of the nationwide Settlement Class. If, for any reason, this Agreement should fail to become effective, Whirlpool’s stipulation to certifying the nationwide Settlement Class shall be null and void, and the Parties shall return to their prior positions in the Lawsuits.

## **III. REQUIRED EVENTS**

A. As soon as practicable after executing this Agreement, the Parties shall take all necessary steps to request and obtain consolidation of the Lawsuits under the case entitled *Burch v. Whirlpool Corp.* before Judge Paul L. Maloney and will then file with the Court in the consolidated proceeding this Agreement and a joint motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:

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 purposes of effectuating the Settlement;
3. Designate Plaintiffs as the Class Representatives;
4. Designate Class Counsel as counsel for the Settlement Class;

5. Designate Epiq 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 Summary Notice;
  - b. Establish the Settlement Website with the Settlement Agreement, FAQ, and other information that Whirlpool and Lead Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Petition, 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 should be accomplished before mailing the Settlement Notice or publishing Publication Notice.
  - d. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;
  - e. Subject to the provisions of Section V(D) of this Agreement, thirty days before mailing Notices of Claim Denial, provide to Whirlpool and Lead 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; 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. Whirlpool and Lead Counsel shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer should they decide to challenge any Valid Claims or Notices of Claim Denial. In the event Lead Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the Class Member until Lead Counsel and counsel for Defendant meet and confer to arrive at a resolution, which must occur within 30 days of the Settlement Administrator's determination. Legitimate grounds for Whirlpool and Lead Counsel to challenge a claim shall include, but are not limited to, inadequate documentation and inconsistency with Whirlpool's records.

- f. Effect Publication Notice through appropriate media for the Settlement Class.
- g. 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 Lead Counsel, a Notice of Claim Denial.

- h. Process requests for exclusion from the Settlement in accordance with this Agreement;
  - i. Process objections to the Settlement in accordance with this Agreement;
  - j. Within 30 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Whirlpool and Lead Counsel, under penalty of perjury, 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 Settlement 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 and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
  7. Establish procedures and schedule deadlines for Settlement 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 the terms of this Agreement.
  8. Schedule the Fairness Hearing; and
  9. 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 Petition; 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. At the Fairness Hearing, Whirlpool and Class Counsel will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiffs as Class Representatives, and designates Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class Members; (3) provides for the release of all Released Claims and enjoins Settlement 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, causes of action, and counts alleged in the Lawsuits, 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 VIII, below; (5) authorizes the payment by Whirlpool of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Lead Counsel and Counsel for Whirlpool and determined to be 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 this Agreement. In addition, Class Counsel will move the Court for entry of a separate order approving the following: (1) Service Awards to Plaintiffs as described in this Agreement, and (2) attorney fees and costs to Class Counsel in

an amount as approved by the Court and consistent with the terms of this Agreement.

- C. Whirlpool, Plaintiffs, and Class Counsel 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, Whirlpool, Plaintiffs, and Class Counsel 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 and Final Approval Order, the Parties will return to their positions in the Lawsuits as they were immediately before the execution of the Settlement Agreement.

#### **IV. SETTLEMENT BENEFITS**

A. Special Project

1. For one year after the Notice Date, Whirlpool shall keep in place and not alter the Special Project.

B. Additional Benefits

1. As set forth more fully below, to qualify for any compensation described in this section IV.B, a Settlement Class Member must timely submit to the Settlement Administrator a properly completed Claim Form.
2. To be eligible for benefits, a claimant must prove membership in the Settlement Class by providing a valid Class Dishwasher model and serial number combination on the Claim Form that proves that the claimant is a Settlement Class Member. If the claimant does not provide a valid Class Dishwasher model and serial number combination that proves that the

claimant is a Settlement Class Member, then the claimant will not be entitled to compensation for benefits.

3. Where a claimant must prove the fact of a repair to receive one of the benefits available under this Section IV(B), and except as permitted by Section IV(B)(6)(d), a claimant must prove the fact of such repair by submitting sufficient documentary proof. Sufficient documentary proof includes service tickets, service receipts, copies of checks, and credit card statements. If the documentary proof is insufficient to demonstrate that a repair in fact occurred, then the claimant will not be entitled to compensation for benefits that require such proof. Repair estimates or other documents that do not demonstrate on their face the fact of a repair are insufficient documentary proof.
4. Where a claimant must prove the fact of repair and the amount of out-of-pocket costs incurred for the repair to receive one of the benefits available under this Section IV(B), a claimant must prove the fact of repair and amount of out-of-pocket costs incurred for the repair by submitting sufficient documentary proof. Sufficient documentary proof must establish the fact of repair and amount of out-of-pocket costs incurred for the repair and that the claimant actually paid out-of-pocket any amounts shown. Sufficient documentary proof includes service receipts, service tickets, credit card statements, and copies of checks. Repair estimates or other documents that do not demonstrate on their face the fact of repair and amount of out-of-pocket costs incurred for the repair and that the claimant

actually paid out-of-pocket any amounts shown are insufficient documentary proof.

5. Whirlpool will search and analyze its Customer Information Databases to attempt to identify Settlement Class Members. For Settlement Class Members who are identified through this process, the mailed and emailed Summary Notice will include a pre-printed unique claim identification number for each Settlement Class Member that the Settlement Class Member will enter into the online Claim Form (or print on the hard-copy Claim Form, if the Settlement Class Member requests a hard-copy Claim Form by mail). To the extent practicable, the Settlement Administrator will prepopulate Settlement Class Member claim forms with the information from the Customer Information Databases necessary for the Settlement Class Member to make a claim for benefits.
6. Benefits available to Group 1.
  - a. To qualify for a benefit under this Section IV(B)(6), a claimant must submit a Valid Claim and must prove (i) that he or she is a Settlement Class Member; (ii) that he or she is a member of Group 1; and (iii) the fact of repair and amount of out-of-pocket costs incurred for the repair of a broken axle on the Plastic Premium Adjuster in their Class Dishwasher with a replacement Plastic Premium Adjuster.
  - b. Whirlpool will search and analyze its Customer Information Databases to attempt to prequalify Settlement Class Members for the benefits described in this Section IV(B)(6).

- c. For prequalified Settlement Class Members and Settlement Class Members who provide sufficient documentary proof that they meet the eligibility requirements of Section IV(B)(6)(a), Whirlpool will pay 100% of documented out-of-pocket repair expenses.
- d. Settlement Class Members who are not prequalified and who cannot adequately document a qualifying repair and out-of-pocket payment as required by Section IV(B)(6)(a) may submit a signed declaration under penalty of perjury attesting to such repair and payment, including the amount, and thereafter elect to receive either (i) a 25% rebate that can be applied to a subsequent purchase of any new model of Whirlpool-made KitchenAid-brand dishwasher, or (ii) out-of-pocket costs not to exceed \$15.
- e. In addition to the relief above, all Settlement Class Members who meet the eligibility requirements of this Section IV(B)(6), and who own their Class Dishwasher at the time of making a claim in months 1-12 or 13-24 after the Notice Date, may make a claim for one, but not both, of the following:
  - (1) Settlement Class Members who experience a broken axle on the Plastic Premium Adjuster in their Class Dishwasher within 12 months of the Notice Date can obtain relief through the Special Project.
  - (2) Within no less than 13 and no more than 24 months after the Notice Date, Settlement Class Members may claim and receive any one of the following: (a) a free Stainless Steel

Adjuster, with Settlement Class Members to cover shipping and handling costs not to exceed \$5, or (b) a 30% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand stand mixer, or (c) a 10% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand blender, or (d) \$15. Claims under this Section IV(B)(6)(e)(ii) must be submitted to the Settlement Administrator no sooner than 13 months and no later than 24 months after the Notice Date.

7. Benefits available to Group 2.
  - a. To qualify for a benefit under this Section IV(B)(7), a claimant must submit a Valid Claim and must prove (i) that he or she is a Settlement Class Member; (ii) that he or she is a member of Group 2; (iii) that he or she currently owns a Class Dishwasher with a Plastic Premium Adjuster installed; and (iv) the fact of repair for the repair of a broken axle on the Plastic Premium Adjuster in their Class Dishwasher with a replacement Plastic Premium Adjuster.
  - b. Whirlpool will search and analyze its Customer Information Databases to attempt to prequalify Settlement Class Members for the benefits available under this Section IV(B)(7).
  - c. Prequalified Settlement Class Members and Settlement Class Members who provide sufficient documentary proof that they meet

the eligibility requirements of Section IV(B)(7)(a) may claim one, but not both, of the following:

- i. Settlement Class Members who experience a broken axle on the Plastic Premium Adjuster in their Class Dishwasher within 12 months of the Notice Date can obtain relief through the Special Project.
- ii. Within no less than 13 and no more than 24 months after the Notice Date, Settlement Class Members may claim and receive any one of the following: (a) a free Stainless Steel Adjuster, with Settlement Class Members to cover shipping and handling costs not to exceed \$5, or (b) a 30% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand stand mixer, or (c) a 10% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand blender, or (d) \$15. Claims under this Section IV(B)(7)(c)(ii) must be submitted to the Settlement Administrator no sooner than 13 months and no later than 24 months after the Notice Date.

8. Benefits available to Group 3.

- a. To qualify for a benefit under this Section IV(B)(8), a claimant must submit a Valid Claim and must prove (i) that he or she is a Settlement Class Member; (ii) that he or she is a member of Group 3; and (iii) the fact of repair and amount of out-of-pocket costs

incurred for the repair of a broken axle on the Plastic Premium Adjuster in their Class Dishwasher with a replacement Stainless Steel Adjuster.

- b. Whirlpool will search and analyze its Customer Information Databases to attempt to prequalify Settlement Class Members for the benefits described in Section IV(B)(8)(c).
- c. For prequalified Settlement Class Members and Settlement Class Members who provide sufficient documentary proof that they meet the eligibility requirements of Section IV(B)(8)(a), Whirlpool will pay 100% of documented out-of-pocket repair expenses.
- d. Settlement Class Members who are not prequalified and who do not otherwise have a record in Whirlpool's Customer Information Databases reflecting that they received a free part under the Special Project and who cannot adequately document a qualifying repair and out-of-pocket payment as required by Section IV(B)(8)(a) may submit a Qualifying Photograph together with a signed declaration under penalty of perjury attesting to such repair and out-of-pocket payment, may claim and receive any one of the following: (i) a \$90 cash payment, or (ii) a 15% rebate off the subsequent purchase of a Whirlpool-made, KitchenAid-brand stand mixer.

9. Benefits available to Group 4.

- a. To qualify for a benefit under this Section IV(B)(9), a claimant must submit a Valid Claim and must prove (i) that he or she is a Settlement Class Member; (ii) that he or she is a member of Group

4; and (iii) that he or she currently owns a Class Dishwasher with a Plastic Premium Adjuster installed.

b. Settlement Class Members who provide sufficient documentary proof that they meet the eligibility requirements of Section IV(B)(9)(a) may claim one, but not both, of the following:

i. Settlement Class Members who experience a broken axle on the Plastic Premium Adjuster in their Class Dishwasher within 12 months of the Notice Date can obtain relief through the Special Project.

ii. Within no less than 13 and no more than 24 months after the Notice Date, Settlement Class Members may claim and receive any one of the following: (a) a free Stainless Steel Adjuster, with Settlement Class Members to cover shipping and handling costs not to exceed \$5, or (b) a 30% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand stand mixer, or (c) a 10% rebate that can be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand blender, or (d) \$15. Claims under this Section IV(B)(9)(b)(ii) must be submitted to the Settlement Administrator no sooner than 13 months and no later than 24 months after the Notice Date.

10. Benefits available to Group 5.

- a. To qualify for a benefit under this Section IV(B)(10), a claimant must submit a Valid Claim and must prove (i) that he or she is a Settlement Class Member; and (ii) that he or she is a member of Group 5.
  - b. Whirlpool will search and analyze its Customer Information Databases to attempt to prequalify Settlement Class Members for the benefits described in this Section IV(B)(10).
  - c. Prequalified Settlement Class Members and Settlement Class Members who provide sufficient documentary proof that they meet the eligibility requirements of Section IV(B)(10)(a) may claim a 15% rebate to be applied to a subsequent purchase of a Whirlpool-made KitchenAid-brand stand mixer.
11. The FAQ, Summary Notice, and Publication Notice will direct Settlement Class Members who experience a broken axle on the Plastic Premium Adjuster in their Class Dishwasher in the 12-month period following the Notice Date, and who wish to make a claim under Sections IV(B)(6)(e)(i), IV(B)(7)(c)(i), or IV(B)(9)(b)(i), to contact Whirlpool through a dedicated toll-free telephone number, no later than ninety (90) days after the breakage. To be eligible for compensation under Sections IV(B)(6)(e)(i), IV(B)(7)(c)(i), or IV(B)(9)(b)(i), Settlement Class Members must initiate service by contacting Whirlpool at the dedicated toll-free number. Service initiated through third-party servicers shall not be eligible for compensation. Settlement Class Members who first contact Whirlpool more than ninety (90) days after experiencing a broken axle on the Plastic

Premium Adjuster in their Class Dishwasher will not be entitled to compensation under Sections IV(B)(6)(e)(i), IV(B)(7)(c)(i), or IV(B)(9)(b)(i). This deadline is a material term, without which Whirlpool would not have entered into this Agreement.

12. Approximately 365 days after the Notice Date, the Settlement Administrator will provide an electronic reminder notice (i.e., an email) of the benefits available under Sections IV(B)(6)(e), IV(B)(7)(c), and IV(B)(9)(b) to Settlement Class Members as provided in Section V.G. The Settlement Administrator will not provide reminder notices through non-electronic means (e.g., U.S. mail).
13. No Settlement Class Member who received from Whirlpool either a full refund of the purchase price he or she paid for the Class Dishwasher or a free exchange of the Class Dishwasher for a new dishwasher of any model will be entitled to any payment or other compensation, unless (a) the Settlement Class Member received a free exchange of the Class Dishwasher for a new Class Dishwasher, and (b) the Settlement Class Member's experiences with the second Class Dishwasher qualifies the Settlement Class Member for compensation for that second Class Dishwasher under the terms of this Agreement.
14. If the claimant previously has received from Whirlpool any form of compensation for a broken axle on the Plastic Premium Adjuster in their Class Dishwasher (e.g., a policy-adjust cash payment, a partial refund, a discount off the regular price of a new dishwasher, a coupon applicable to the purchase of a new dishwasher that was redeemed), any compensation

to which the claimant would otherwise be entitled under this section shall be reduced as follows: (a) for any policy-adjust cash payment, cash refund, or other cash payment, the amount of that payment; (b) for any specified dollar-discount off the price of any new dishwasher, the specified dollar amount; (c) for any specified percentage-discount off the price of any new dishwasher, the dollar amount determined by applying that percentage to the regular, then-prevailing price of that product; and (d) for any coupon redeemed for the purchase of a new dishwasher, the dollar amount specified on the face of the coupon redeemed.

15. Deadline to Submit a Claim Form for Reimbursement for Benefits: Except as otherwise provided in Sections IV(B)(6)(e), IV(B)(7)(c), and IV(B)(9)(b) of this Agreement, Settlement Class members will have up to 135 days after the Notice Date to submit a Claim Form for a settlement payment. The Claims Deadline is a material term of the Settlement, without which Whirlpool would not have entered into this Agreement.
16. Deadline to Submit Claims for Rebate Program: Settlement Class Members shall be required to submit a claim for rebate relief by the Claims Deadline, i.e., 135 day after the Notice Date. This deadline is a material term, without which Whirlpool would not have entered into this Agreement.
17. Deadline to Redeem Rebates: Settlement Class Members shall be required to mail or email to the Settlement Administrator their completed rebate form and proof of purchase no later than twelve (12) months after the Settlement Administrator mails or emails the rebate form to the Settlement

Class Member. This deadline is a material term, without which Whirlpool would not have entered into this Agreement.

18. The rebate relief provided for in this Agreement shall apply only to purchases of eligible products made on or after the date the Settlement Class Member makes a claim for rebate benefits under this Agreement. The rebate amount shall be calculated on the best negotiated retail purchase price (not including sales taxes, delivery fees, or installation charges) of eligible products. The rebate form to be provided to Settlement Class Members who file Valid Claims is transferable, stackable, and will be redeemable by mail. All rebate forms provided to Settlement Class Members shall contain a unique authorization code, which code the Settlement Administrator shall honor only one time to prevent fraudulent claims that seek to re-use the same authorization code.
19. Settlement Class Members who are prequalified for benefits under this Agreement must submit a Claim Form confirming 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.

## **V. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES**

- A. Except as set forth in Section V(D) of this Agreement, and except for the processing of claims made by Settlement Class Members to Whirlpool through the Special Project under Sections IV(B)(6)(e)(i), IV(B)(7)(c)(i), and IV(B)(9)(b)(i) of this Agreement, all notice, publication and claims administration activities shall be carried out exclusively by the Settlement Administrator,

including the evaluation of documentary proof submitted by Settlement Class Members. Whirlpool shall provide a toll-free telephone number for Settlement Class Members to contact Whirlpool to schedule service and to pay on behalf of such Settlement Class Members repair part and labor costs under Sections IV(B)(6)(e)(i), IV(B)(7)(c)(i), and IV(B)(9)(b)(i) of this Agreement. The toll-free telephone number shall be set forth in the FAQ, Summary Notice, and Publication Notice along with instructions on how such claimants may contact Whirlpool to receive the benefits provided for in this Agreement.

- B. Whirlpool agrees to pay for reasonable Administration and Notice Expenses. Whirlpool shall not be responsible for any cost that may be incurred by 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, except for the costs incurred by the Settlement Administrator to prepare declarations, affidavits, or status reports at the request of the Parties or the Court for the purpose of obtaining preliminary or final approval of the Settlement or for staying informed of developments in the Settlement. Whirlpool shall be required to pay the reasonable costs, if any, billed by the Settlement Administrator with respect to work performed by the Settlement Administrator to provide information to the Court regarding the notice and settlement administration process related to challenges or objections to the Agreement or the Settlement.
- C. Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send a written notice of deficiency to the

Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member no more than 30 days to cure the deficiency.

- D. If any Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, the Settlement Administrator shall send the claim to Whirlpool for Whirlpool to determine the claim's validity. Whirlpool's determination shall be final and binding unless Lead Counsel, within 30 days of notification of Whirlpool's determination, contests Whirlpool's determination by first attempting to resolve the claim in dispute directly with Defendant's counsel and, if those efforts are unsuccessful, by presenting the matter for determination by the Court within 30 days of the completion of Whirlpool's and Lead Counsel's conferral.
- E. The Parties agree that Epiq will serve as the Settlement Administrator, subject to the Court's approval.
- F. With the exception of decisions regarding claims adjudication, for which the respective rights and responsibilities of Whirlpool, Lead Counsel, Class Counsel, the Settlement Administrator, and the Court are addressed elsewhere in this Agreement, all decisions regarding notice and settlement administration shall be made jointly between Whirlpool and Lead Counsel. Lead Counsel and counsel for Whirlpool 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.
- G. The Settlement Administrator will mail the Summary Notice to each Settlement Class Member for whom an address can be found in the Customer Information

Databases and also provide email notice to all Settlement Class Members for whom valid email addresses can be found in the Customer Information Databases. The Settlement Administrator will perform a national change of address search and forward notice packages that are returned by the U.S. Postal Service with a forwarding address. The Settlement Administrator also will provide Publication Notice to the Settlement Class Members using appropriate media outlets, and all media notices shall be approved by Whirlpool and Lead Counsel before the notices are published. The Settlement Administrator will mail a copy of the Claim Form to Settlement Class Members who request a hardcopy form.

- H. The Settlement Administrator will create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Whirlpool and Lead Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, Class Counsel's Fee Petition, plus relevant orders of the Court.
- I. The Settlement Administrator will provide to Class Counsel and Whirlpool periodic status reports regarding claims.
- J. The Parties agree that the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for

obtaining additional information regarding the Agreement and the Lawsuits, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties also agree that the dissemination of notice of the Settlement in the manner specified in this Agreement and on the Settlement Website satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

- K. The Parties will jointly request the Court to approve, in the Preliminary Approval Order, the method of notice described in this Agreement.
- L. As soon as practicable, but no later than ten (10) days after the Parties file this Agreement with the Court, Whirlpool shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. section 1715.
- M. Within fifty (50) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator 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 Summary Notice was mailed and emailed.

## **VI. 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. As soon as practicable, the Parties shall jointly move the Court for preliminary approval of the Settlement; for authorization to publish the

Publication Notice and to disseminate the Summary Notice contemplated by this Agreement to all members of the Settlement Class; and for a stay of all proceedings in the consolidated Lawsuits, except in connection with this Agreement as set forth herein (the “Motion”). The Motion shall include the proposed Preliminary Approval Order, proposed Final Approval Order and Judgment, proposed forms of the Summary Notice, Publication Notice, and Claim Form, and the methods and proposed dates of their dissemination to the Settlement Class, and the proposed schedule through final approval of the Agreement.

2. The deadlines established in the proposed Preliminary Approval Order are as follows:
  - a. Thirty (30) days after entry of the Preliminary Approval Order: The Settlement Administrator shall mail and email the Summary Notice.
  - b. Forty (40) days after entry of the Preliminary Approval Order: The Settlement Administrator shall publish the Publication Notice.
  - c. Fifty (50) days after entry of the Preliminary Approval Order: The Settlement Administrator shall file with the Court a declaration of compliance with the notice requirements.
  - d. Fifty-five (55) days after entry of the Preliminary Approval Order: Class Counsel shall file their Fee Petition.
  - e. Seventy-five (75) 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 counsel for Defendant. 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, and Class Counsel's Fee Petition. Objections must comply with Section VII of this Agreement to be valid.

- f. Seventy-five (75) days after entry of the Preliminary Approval Order: Requests by Class Members to be excluded from the Settlement must be either postmarked by the U.S. Postal Service (in the case of mailed exclusions) or actually received by the Settlement Administrator (in the case of electronically submitted exclusions). Exclusion requests must comply with Section VII of this Agreement to be valid.
- g. Seventy-five (75) 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 counsel for Defendant an entry of appearance in the consolidated Lawsuits and notice of intention to appear at the Fairness Hearing. This includes any person objecting to any or all of the 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. This notice of intention to appear must comply with Section VII of this Agreement to be valid.

- h. Eighty (80) days after entry of the Preliminary Approval Order: The Settlement Administrator must file a list of all exclusions with the Court.
- i. Eighty-five (85) days after entry of the Preliminary Approval Order: Class Counsel shall file their reply, if any, in support of their Fee Application.
- j. Ninety (90) days after entry of the Preliminary Approval Order: Class Counsel shall file the proposed Final Approval Order and memorandum in support of Final Approval. Defendant may separately file a memorandum in support of Final Approval by this deadline.
- k. One-hundred-twenty-five (125) days after entry of the Preliminary Approval Order: The Court, at its convenience, will hold the Fairness Hearing.
- m. One-hundred-thirty-five (135) days after entry of the Preliminary Approval Order: Claims Deadline: All claims by Settlement Class Members to the Settlement Administrator for benefits, except as otherwise provided in Sections IV(B)(6)(e), IV(B)(7)(c), and IV(B)(9)(b) of this Agreement, shall be postmarked by the U.S. Postal Service (in the case of mailed Claim Forms) or received (in the case of electronic Claim Forms). Claims received after this date shall not be Valid Claims. The Claims Deadline is a material term of the Settlement, without which Defendant would not have entered into this Agreement.

- n. For the purpose of computing deadlines, the Parties incorporate Federal Rule of Civil Procedure 6(a)(1).

C. Final Approval

1. At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which (i) grants final approval of the certification of the Settlement Class, designation of the Class Representatives, and designation of Class Counsel, all as conditionally approved in the Preliminary Approval Order; (ii) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (iii) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (iv) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement; (v) authorizes the payment by Whirlpool of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement; and (vi) 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: (1) Service Awards as set forth herein; and (2) attorney fees and costs to Class Counsel consistent with this Agreement.

## **VII. REQUESTS FOR EXCLUSION & OBJECTIONS**

- A. Any member of the Settlement Class shall have the right to Opt-Out. The written request for exclusion must be postmarked no later than a deadline to be set by the Court, which deadline shall be set forth in the Summary Notice, FAQ, and Publication Notice. These Notices shall provide instructions to individuals who wish to exclude themselves from the Settlement Class regarding the Opt-Out Procedure that must be followed to be excluded from the Settlement Class.
- B. Within five (5) days after the Court-ordered Opt-Out deadline, the Settlement Administrator shall provide to counsel for Defendant and Lead Counsel a list of the names and addresses of the members of the Settlement Class who have opted out.
- C. If Whirlpool, in accordance with the terms of a Confidential Supplemental Agreement, determines that the number of the Opt-Outs is unsatisfactory, Whirlpool, in its sole option, shall have the right to withdraw from the settlement and terminate this Agreement.
- D. The Notices also shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file with the Court an objection in writing, stating the basis of the objection. Objections must also be served on Lead Counsel and counsel for Whirlpool by the stated deadline. Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the model number and serial number of the Class Dishwasher the Class Member owns or owned; (iii) a description of all of the Class Member's objections, the specific reasons therefore,

and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

- E. Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.
- F. Any Class Member who does not so object by the timely filing and delivery of an objection (pursuant to the procedures set forth in the Notice) to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

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

- A. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorney fees and costs, without reducing the amount of money available to pay Valid Claims submitted by Settlement Class Members or the amount of money to be paid for work performed by the Settlement Administrator.
- B. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court. R. Brent Irby of McCallum, Hoagland & Irby LLP and Edward Wallace of Wexler Wallace LLP, collectively, agree to request, and Defendant agrees not to oppose, up to \$743,000

as the reasonable amount of attorney fees and costs to be paid by Defendant to them, subject to Court approval. Nathan Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C. agree to request, and Defendant agrees not to oppose, up to \$400,000 as the reasonable amount of attorney fees and costs to be paid by Defendant to them, subject to Court approval. Class Counsel shall not seek and Defendant shall not pay supplemental attorney fees or costs for any work performed in the Lawsuits, the settlement of them, the administration of the Settlement, or in any appeal, after the date of the Fee Application.

- C. Defendant shall pay the Court-approved amount of attorney fees and costs, up to \$743,000 to R. Brent Irby of McCallum, Hoagland & Irby LLP and Edward Wallace of Wexler Wallace LLP, and up to \$400,000 to Nathan Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C., in the form of one or more checks or wire transfers delivered into trust accounts to be identified by Class Counsel, within five (5) business days after the Effective Date. Class Counsel shall provide to Defendant's counsel in a timely manner all wiring and account information necessary to enable Whirlpool to make such deposits within the time required. Under no circumstances will Defendant pay more than \$743,000 to R. Brent Irby of McCallum, Hoagland & Irby LLP and Edward Wallace of Wexler Wallace LLP, and \$400,000 to Nathan Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C., in attorney fees and costs.
- D. Defendant shall not oppose a Service Award of \$2, 500 each to Warren Burch, James Bodley, Kyle Matson, and Ronald McCallum to compensate them for their efforts in pursuing litigation on behalf of the Settlement Class. This agreed

amount will be subject to Court approval and will be included in Class Counsel's Fee Petitions.

- E. Class Counsel shall have the authority to determine and make an allocation of their respective awards of attorney fees and costs to any counsel representing any of the Settlement Class who claim an entitlement to share in any fees or costs approved by the Court and paid by Whirlpool. Such allocations shall be made consistent with any agreements between and among those counsel. Any disputes regarding such allocations shall be resolved by the Court.
- F. 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 or costs to Class Counsel or the payment of any Service Award in the amount sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect.

## **IX. RELEASES**

- A. Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of 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 or Settlement Class Members 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 Dishwashers that are alleged or could have been alleged in the Lawsuits relating to the rack adjusters, 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 without limitation all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or premium-price damages (the “Released Claims”).

- B. This release, however, will not extinguish, and the Released Claims do not include, claims for personal injury or for damage to property other than to the Class Dishwasher itself.
- 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 Settlement Class Members, of all Released Claims.

- D. As additional consideration for the Settlement and benefits provided by this Agreement, the Plaintiffs agree 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 hereafter at any time be asserted against any of the Releasees by Plaintiffs, or by anyone subrogated to the Plaintiffs' rights in any capacity, and that arise from 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 of or damage to any items in the Class Dishwasher, that resulted from or that might have, or are alleged to have, resulted from the upper rack adjusters of the Class Dishwasher 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 Dishwashers are not currently known by Plaintiffs and Settlement Class Members and will develop or be discovered. The Release in this Agreement, and the compromise on which it is based, is expressly intended to cover and include a release by Plaintiffs and each Settlement 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 Dishwasher 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 arise from or relate to the upper rack adjusters of the Class Dishwasher or its use by, Plaintiffs and each Settlement Class Member.

- F. Plaintiffs and each Settlement Class Member hereby expressly, knowingly, and voluntarily, waive any right conferred on him or her by 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 Settlement 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 the Settlement 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 the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release of all claims related to the upper rack adjusters notwithstanding the discovery of existence of any such additional or different claims or facts.

- G. Plaintiffs and the Settlement Class Members expressly consent 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. Plaintiffs and the Settlement Class Members acknowledge and agree 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. Plaintiffs have been advised by their attorneys with respect to this waiver and, being of competent mind, understand and acknowledge its significance.
- H. Each Party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter 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.

## **X. COVENANT NOT TO SUE**

Plaintiffs (i) covenant and agree that neither they, nor anyone authorized to act on their behalf, 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 the 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 the 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 them or any putative class of Class Dishwasher owners related to the upper rack adjusters; and (iii) agrees that this Agreement shall be a complete bar to any such action by Plaintiffs.

## **XI. 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 the claims released in this case. 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 the claims released in this case. The foregoing shall not restrict the ability of Class Counsel to fulfill their responsibilities to absent Settlement 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 the claims released in this case. The foregoing shall not restrict the ability of Class Counsel to fulfill their responsibilities to absent Settlement 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 Dishwashers or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, have 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 his, her, or its attorneys.
- G. Each of the Parties has carefully read, 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, her, or its attorneys.
- H. Each term of this Agreement is contractual and not merely a recital.

## **XII. NO ADMISSION OF LIABILITY**

It is understood and agreed that the Settlement sums and the benefits provided in this Agreement, and this Settlement and release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of any of the Releasees, by whom liability and fault are, and always have been, expressly and completely denied.

## **XIII. ADDITIONAL TERMS**

- 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 terms of this Agreement and Settlement.
- B. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.

- C. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.
- D. Conditional Nature of Agreement:
1. At Plaintiffs’ option, expressed in written notice to Defendant’s 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.
  2. At Defendant’s option, expressed in written notice to Lead 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 Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
- E. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and Service Awards to Plaintiffs, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however,

Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

- F. Return or Destruction of Confidential Documents: Within thirty (30) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuits.
- G. Governing Law: With the exception of the Court's determination of a reasonable award of attorney fees and costs to Class Counsel, which the Parties agree shall be governed by federal law, this Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Michigan, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan.
- H. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to 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, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.

- J. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.
- K. No Extension of Whirlpool's Written Warranties: In connection with this Agreement and Settlement, Whirlpool has not agreed to any extension of its written warranties for the Class Dishwashers. The only Settlement benefits are those expressly described in this Agreement.
- L. Court Approval: The parties agree to seek approval of this proposed Settlement in the United States District Court for the Western District of Michigan.

Dated: April 15, 2019

PLAINTIFF WARREN BURCH

PLAINTIFF JAMES BODLEY

PLAINTIFF KYLE MATSON

PLAINTIFF RONALD MCCALLUM

WHIRLPOOL CORPORATION

By: Emily Maki-Rusk  
Authorized Representative

READ AND APPROVED:

By: \_\_\_\_\_  
Robert Irby  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Nathan Carpenter  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Edward Wallace  
Counsel for Plaintiffs

By:   
Galen Bellamy  
Counsel for Defendant

Dated: April 15, 2019

PLAINTIFF WARREN BURCH

PLAINTIFF JAMES BODLEY

PLAINTIFF KYLE MATSON

PLAINTIFF RONALD MCCALLUM

WHIRLPOOL CORPORATION

By: \_\_\_\_\_  
Authorized Representative

READ AND APPROVED:

By: Robert Irby  
Robert Irby  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Edward Wallace  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Nathan Carpenter  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Galen Bellamy  
Counsel for Defendant

Dated: April 15, 2019

\_\_\_\_\_  
PLAINTIFF WARREN BURCH

\_\_\_\_\_  
PLAINTIFF JAMES BODLEY

\_\_\_\_\_  
PLAINTIFF KYLE MATSON

\_\_\_\_\_  
PLAINTIFF RONALD MCCALLUM

WHIRLPOOL CORPORATION

By: \_\_\_\_\_  
Authorized Representative

READ AND APPROVED:

By: \_\_\_\_\_  
Robert Irby  
Counsel for Plaintiffs

By:  \_\_\_\_\_  
Edward Wallace  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Nathan Carpenter  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Galen Bellamy  
Counsel for Defendant

Dated: April 15, 2019

PLAINTIFF WARREN BURCH

PLAINTIFF JAMES BODLEY

PLAINTIFF KYLE MATSON

PLAINTIFF RONALD MCCALLUM

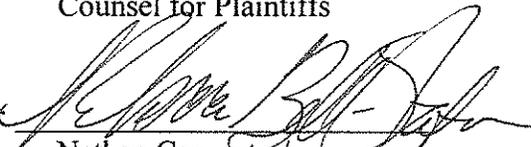
WHIRLPOOL CORPORATION

By: \_\_\_\_\_  
Authorized Representative

READ AND APPROVED:

By: \_\_\_\_\_  
Robert Irby  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Edward Wallace  
Counsel for Plaintiffs

By:  \_\_\_\_\_  
Nathan Carpenter  
Rebecca Bell-Stanton  
Counsel for Plaintiffs

By: \_\_\_\_\_  
Galen Bellamy  
Counsel for Defendant

# EXHIBIT 1

**KitchenAid Dishwasher 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 Settlement Class Member in a settlement involving plastic upper dishrack adjusters (defined further at www.\_\_\_\_\_.com)) related to certain KitchenAid-brand dishwashers manufactured by Whirlpool between October 2010 and the present (“Class Dishwashers”) and you wish to apply for a settlement benefit, you must complete this Claim Form.

**WEB:** Visit the Settlement website at: www.\_\_\_\_\_.com and submit your claim online.

**MAIL:** *Burch v. Whirlpool Corporation*  
Class Action Administrator

\_\_\_\_\_  
\_\_\_\_\_

If you submit your claim form online, you must do so on or before \_\_\_\_\_, 2019. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than \_\_\_\_\_, 2019.

If you are a Settlement 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 paid money out-of-pocket for the repair of a broken wheel axle on your upper dish rack adjuster with a replacement part made of plastic or stainless steel:
  - 100% of documented out-of-pocket repair costs; or
  - Cash benefits of up to \$15 or \$90, depending on the repair performed and the proof you provide; or
  - A 25% cash rebate on the future purchase of a new KitchenAid-brand dishwasher or a 15% cash rebate on the future purchase of a new KitchenAid-brand stand mixer, depending on the repair performed; and either
  - A free repair if you experience the same problem between \_\_\_\_\_, 2019 and \_\_\_\_\_, 2020; or
  - Between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, your choice of a free stainless steel replacement part, a 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer, a 10% cash rebate on the future purchase of a new KitchenAid-brand blender, or \$15.

**OR**

2. If you received a free repair of a broken wheel axle on your upper dish rack adjuster with a replacement part made of plastic:
  - A free repair if you experience the same problem between \_\_\_\_\_, 2019 and \_\_\_\_\_, 2020; or
  - Between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, your choice of a free stainless steel replacement part, a 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer, a 10% cash rebate on the future purchase of a new KitchenAid-brand blender, or \$15.

**OR**

3. If you received a free repair of a broken wheel axle on your upper dish rack adjuster with a replacement part made of stainless steel:
  - A 15% cash rebate on the future purchase of a new KitchenAid-brand stand mixer.

**OR**

4. If you never experienced a problem with or repair of your original upper dish rack adjuster:
  - A free repair if you experience the problem between \_\_\_\_\_, 2019 and \_\_\_\_\_, 2020; or

- Between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, your choice of a free stainless steel replacement part, a 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer, a 10% cash rebate on the future purchase of a new KitchenAid-brand blender, or \$15.

If you wish to claim any one of the above benefits, you need to complete Part One of the Claim Form and only the section of Part Two of the Claim Form to which you will be directed as a result of your answers in Part One. You must be sure to attach copies of any documents required by the section of Part Two that you complete.

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

If you have questions about this form, please visit the website at [www.\\_\\_\\_\\_\\_.com](http://www._____.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 \_\_\_\_\_, 2019.

### **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 Class Dishwasher and answer all of the questions as directed in Part One, Section B (Information About Your Class Dishwasher) of this Claim Form.
3. Complete the Section of Part Two to which you are directed as a result of your answers to Part One of this Claim Form.
4. Sign the Certification section at the end of Part Two of this Claim Form.
5. Return both Part One and Part Two of this Claim Form to the Settlement Administrator together with any required documentary proof.

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

Your claim must  
be postmarked by:  
xxxx xx, 2019

## KitchenAid Dishwasher Class Action Litigation Settlement

WPL-GN  
PART ONE

### Claim Form PART ONE

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

Please 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**

**Email**

#### SECTION B: INFORMATION ABOUT YOUR CLASS DISHWASHER

Please provide the Model Number and Serial Number of your Class Dishwasher

**Model Number**

**Serial Number**

**Note:** To locate the model and serial number, open the door to your dishwasher and look for the serial tag label located on the left edge of your dishwasher's door.

Please complete the questions below as directed to determine which benefits you may be eligible to claim in Part Two.

<b>1.</b>	Are you a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase of a home, a new Class Dishwasher (i.e., a KitchenAid-brand dishwasher with a model number and serial number listed as eligible for settlement benefits on www._____.com)? <ul style="list-style-type: none"> <li>If you answered "No" to this question, <b>STOP</b>, you are not entitled to any compensation or benefit under this Settlement.</li> <li>If you answered "Yes" to this question, <b>continue to Question 2.</b></li> </ul>	<b>Yes</b>	<b>No</b>
		<input type="checkbox"/>	<input type="checkbox"/>
<b>2.</b>	At any time after you purchased or acquired your Class Dishwasher, did you experience a broken axle on one or more of the upper dish rack adjuster that attaches upper dish rack to the rails on the side of your Class Dishwasher? <ul style="list-style-type: none"> <li>If you answered "No" to this question, <b>skip ahead to Part Two, Section D</b> to make a claim for the benefits provided in that Section.</li> <li>If you answered "Yes" to this question, <b>continue to Question 3.</b></li> </ul>	<b>Yes</b>	<b>No</b>
		<input type="checkbox"/>	<input type="checkbox"/>

<p>3. Did you receive a repair the broken plastic dish rack adjuster described in Question 2 with a replacement part made of plastic?</p> <ul style="list-style-type: none"> <li>• If you answered “No” to this question, <b>skip ahead to Question 5.</b></li> <li>• If you answered “Yes” to this question, <b>continue to Question 4.</b></li> </ul>	<b>Yes</b>	<b>No</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Please state whether you paid money out-of-pocket <u>or</u> received for free the repair described in Question 3.</p> <ul style="list-style-type: none"> <li>• If you answered “Paid” to this question, <b>skip ahead to Part Two, Section A</b> to make a claim for the benefits provided in that Section.</li> <li>• If you answered “Free” to this question, <b>skip ahead to Part Two, Section B</b> to make a claim for the benefits provided in that Section.</li> </ul>	<b>Paid</b>	<b>Free</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Did you receive a repair of the break described in Question 2 with a replacement part made of stainless steel?</p> <ul style="list-style-type: none"> <li>• If you answered “No” to this question, <b>skip ahead to Part Two, Section D</b> to make a claim for the benefits provided in that Section.</li> <li>• If you answered “Yes” to this question, <b>continue to Question 6.</b></li> </ul>	<b>Yes</b>	<b>No</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. Please state whether you paid money out-of-pocket <u>or</u> received for free the repair described in Question 5.</p> <ul style="list-style-type: none"> <li>• If you answered “Paid” to this question, <b>skip ahead to Part Two, Section C</b> to make a claim for the benefits provided in that Section.</li> <li>• If you answered “Free” to this question, <b>skip ahead to Part Two, Section E</b> to make a claim for the benefits provided in that Section.</li> </ul>	<b>Paid</b>	<b>Free</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CLAIM FOR  
BENEFITS

**KitchenAid Dishwasher Class Action Litigation  
Settlement  
Claim Form PART TWO**

WPL-GN  
PART TWO

**PART TWO – CLAIM FOR BENEFITS**

Please complete the Section of Part Two to which you have been directed by your answers to Part One. Please also complete the Certification Statement at the end of Part Two before submitting your Claim Form. You must complete and return **both** Part One **and** Part Two of the Claim Form **and** any required documentary proof to make a Valid Claim for benefits.

**SECTION A – BENEFITS FOR PAID REPAIR WITH PLASTIC PART**

Your answers to Part One of the Claim Form indicate that you paid for a repair of your Class Dishwasher with a replacement part made of plastic. Please complete this Section A as directed.

1.	Do you have documentation proving that you received a repair of a broken axle on the upper dish rack adjuster that connects the upper dish rack to the rails on the side of your Class Dishwasher with a replacement part made of plastic? <i>Examples of sufficient documentation include, but are not limited to, service tickets, service receipts, copies of checks, and credit card statements that show you received the repair described in this Question 1.</i> <ul style="list-style-type: none"><li>If you answered “No” to this question, <b>skip ahead to Question 4</b> to see if you qualify for alternative benefits.</li><li>If you answered “Yes” to this question, <b>continue to Question 2.</b></li></ul>	<b>Yes</b>	<b>No</b>
		<input type="checkbox"/>	<input type="checkbox"/>
2.	Do you have documentation proving the amount of expenses you paid out-of-pocket for the repair described in Question 1? <i>Examples of sufficient documentation include, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount you spent for the repair described in Question 1.</i> <ul style="list-style-type: none"><li>If you answered “No” to this question, <b>skip ahead to Question 4</b> to see if you are able to provide the required certification.</li><li>If you answered “Yes” to this question, please <b>continue to Question 3.</b></li></ul>	<b>Yes</b>	<b>No</b>
		<input type="checkbox"/>	<input type="checkbox"/>
3.	What was the total amount of the documented expenses you incurred for the repair described in Question 1?	\$ _____	

If you answered “Yes” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment for 100% of your repair expenses if you provide acceptable copies of your documentary proof that the repair occurred and of the amount of money you paid for it.

Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement at the end of this Part Two, and either email (at [claims@\\_\\_\\_\\_\\_](mailto:claims@_____).com) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form **and** copies of all documentary proof required. Alternatively, you may complete your Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) and upload your documentary proof. Please keep your original documentary proof, and send only copies to the Settlement Administrator. **Important:** Please also read Part Two, Section F, below, for information on future benefits under this Settlement to which you will be entitled if you submit a Valid Claim under this Section A.

If you answered “No” to Questions 1 or 2 above, you are not entitled to a cash reimbursement payment for 100% of your repair expenses. You may, however, be entitled to alternative benefits. Please continue to Question 4 to see if you are able to provide the certification required to receive alternative benefits.

4. Although I do not have documentary proof, I swear under the penalty of perjury that I paid \$\_\_\_\_\_ out-of-pocket to repair a broken axle on the upper dish rack adjuster that connects the upper dish rack to the rails on the side of my Class Dishwasher with a replacement part made of plastic.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are unable to provide the dollar figure and certification required in Question 4, you are not eligible for the benefits provided in this Section A.

If you are able to provide the dollar figure and certification required in Question 4, please select one, but not both, of the following benefits:

5. **I elect the following benefit.**

*Note: You are entitled to only one benefit. Once you elect your benefit, your choice is final.*

A 25% cash rebate on the future purchase of a new KitchenAid-brand dishwasher.

Cash reimbursement of the amount of repair expenses stated in Question 4, not to exceed \$15.

Please sign and date the Certification Statement below, and either email (at [claims@\\_\\_\\_\\_\\_](mailto:claims@_____).com) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form. Alternatively, you may complete your Claim Form online at [www.\\_\\_\\_\\_\\_](http://www._____).com. **Important:** Please also read Part Two, Section F, below, for information on additional benefits that are eligible to claim in the future if you submit a Valid Claim under this Section A.

If you elected the 25% cash rebate on the future purchase of a new KitchenAid-brand dishwasher, the Settlement Administer will provide to you a rebate form to complete and return. To be eligible for the 25% rebate, your purchase of a new KitchenAid-brand dishwasher must be made no sooner than the date you receive the rebate form and no later than twelve months after that date.

---

## SECTION B – BENEFITS FOR FREE REPAIR WITH PLASTIC PART

---

Your answers to Part One of the Claim Form indicate that you received a free repair of your Class Dishwasher with a replacement part made of plastic. Please continue to Question 1 to see if you can provide the certification required to receive benefits under this Section B.

1. **Certification Statement:** I certify that I received a free repair of a broken axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of my Class Dishwasher with a replacement part made of plastic.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are unable to provide the certification required in Question 1, you are not eligible for the benefits provided in this Section B.

If you are able to provide the certification required in Question 1, you are eligible to make a claim in the future for the benefits described in Part Two, Section F, below. Please read that section carefully.

Please sign and date the Certification Statement above and at the end of this Part Two, and either email (at [claims@\\_\\_\\_\\_\\_](mailto:claims@_____).com) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form. Alternatively, you may complete your Claim Form online at [www.\\_\\_\\_\\_\\_](http://www._____).com.

---

### SECTION C – BENEFITS FOR PAID REPAIR WITH STAINLESS STEEL PART

---

Your answers to Part One of the Claim Form indicate that you paid for a repair of your Class Dishwasher with a replacement part made of stainless steel. Please complete this Section C as directed.

<p><b>1.</b> Do you have documentation proving that you received a repair of a broken axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of your Class Dishwasher with a replacement part made of stainless steel? <i>Examples of sufficient documentation include, but are not limited to, service tickets, service receipts, copies of checks, and credit card statements that show you received the repair described in this Question 1.</i></p> <ul style="list-style-type: none"> <li>• If you answered “No” to this question, <b>skip ahead to Questions 4 and 5</b> to see if you qualify for alternative benefits.</li> <li>• If you answered “Yes” to this question, <b>continue to Question 2.</b></li> </ul>	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>2.</b> Do you have documentation proving the amount of expenses you paid out-of-pocket for the repair described in Question 1? <i>Examples of sufficient documentation include, but are not limited to, checks, credit card statements, service tickets and records, and receipts that show the amount you spent for the repair described in Question 1.</i></p> <ul style="list-style-type: none"> <li>• If you answered “No” to this question, <b>skip ahead to Questions 4 and 5</b> to see if you qualify for alternative benefits.</li> <li>• If you answered “Yes” to this question, <b>continue to Question 3.</b></li> </ul>	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>3.</b> What was the total amount of the documented expenses you incurred for the repair described in Question 1?</p>	\$ _____	

If you answered “Yes” to each of Questions 1 and 2 and have answered Question 3, you are entitled to a cash reimbursement payment of 100% of your repair expenses if you provide acceptable copies of your documentary proof that the repair occurred and the amount of money you paid for it.

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

If you answered “No” to Questions 1 or 2 above, you are not entitled to a cash reimbursement payment of 100% of your repair expenses. You may, however, be entitled to different benefits. Please continue to Questions 4 and 5 to see if you are able to provide the required proof.

<p><b>4.</b> Are you able to take and submit with your Claim Form a photograph showing (a) the stainless steel upper dish rack replacement part currently installed in your Class Dishwasher, together with (b) the unique claim identification number provided to you with your Class Notice or obtained by you through the Settlement Website?</p> <ul style="list-style-type: none"> <li>• If you answered “No” to this question, you are not eligible for the benefits provided in this Part Two, Section C.</li> <li>• If you answered “Yes” to this question, <b>continue to Question 5</b> to see if you are able to provide the required certification.</li> </ul>	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>

5. I swear under the penalty of perjury that I paid money out-of-pocket to repair a broken axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of my Class Dishwasher with a replacement part made of stainless steel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are unable to provide the photograph or certification required in Questions 4 and 5, you are not eligible for the benefits provided in this Section C.

If you are able to provide both the photograph and the certification required in Questions 4 and 5, please select one, but not both, of the following benefits:

6. **I elect the following benefit.**

*Note: You are entitled to only one benefit. Once you elect your benefit, your choice is final.*

A \$90 cash payment.

A 15% cash rebate on the future purchase of a new KitchenAid-brand stand mixer.

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

If you elected the 15% cash rebate on the future purchase of a new KitchenAid-brand stand mixer, the Settlement Administrator will provide to you a rebate form to complete and return. To be eligible for the 15% rebate, your purchase of a new KitchenAid-brand stand mixer must be made no sooner than the date you receive the rebate form and no later than twelve months after that date.

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## SECTION D – BENEFITS FOR NO REPAIR

---

Your answers to Part One of the Claim Form indicate that you have never received a repair of the axle on the upper dish rack adjuster of your Class Dishwasher. Please continue to Question 1 to see if you can provide the certification required to receive benefits under this Section D.

1. **Certification Statement:** I certify that I never received a repair of the axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of my Class Dishwasher.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are unable to provide the certification required in Question 1, you are not eligible for the benefits provided in this Section D.

If you are able to provide the certification required in Question 1, you are eligible to make a claim in the future for the benefits described in Part Two, Section F, below. Please read that section carefully.

Please sign and date the Certification Statement above and at the end of Part Two, and either email (at [claims@\\_\\_\\_\\_\\_](mailto:claims@_____).com) or mail to the Settlement Administrator **both** Parts One **and** Two of this Claim Form. Alternatively, you may complete your Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

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## SECTION E – BENEFITS FOR FREE STEEL REPAIR

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Your answers to Part One of the Claim Form indicate that you received a free repair of a broken axle on the upper dish rack adjuster of your Class Dishwasher with a stainless steel replacement part. Please complete this Section E as directed.

1. Do you have documentation proving that you received a repair of a broken axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of your Class Dishwasher with a replacement part made of stainless steel? <i>Examples of sufficient documentation include, but are not limited to, service tickets, service receipts, copies of checks, and credit card statements that show you received the repair described in this Question 1.</i>	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>

If you answered “No” to Question 1, you are not eligible for the benefits provided in this Section E.

If you answered “Yes” to Question 1, you are entitled to a 15% cash rebate on the future purchase of a new KitchenAid-brand stand mixer if you provide acceptable copies of your documentary proof that the repair occurred. Please check the box in Question 2 to confirm that you would like to receive a rebate form from the Settlement Administrator. To be eligible for the 15% rebate, your purchase of a new KitchenAid-brand stand mixer must be made no sooner than the date you receive the rebate form and no later than twelve months after that date.

2. I confirm that I would like to receive a 15% cash rebate form from the Settlement Administrator to be applied to the future purchase of a new KitchenAid-brand stand mixer.	<b>Yes</b>
	<input type="checkbox"/>

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

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## SECTION F – FUTURE BENEFITS

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If you submit a Valid Claim under Sections A, B, or D of this Part Two, you are eligible to make another claim within one, but not both, of the following time periods. You cannot elect your benefit under this Section F now, but will need to do so in the future.

**(1) Benefits Available from \_\_\_\_\_, 2019 to \_\_\_\_\_, 2020:**

If you experience a broken axle on the upper dish rack adjuster connecting the upper dish rack to the rails on the side of your Class Dishwasher between \_\_\_\_\_, 2019 and \_\_\_\_\_, 2020, you may make a claim for a free stainless steel replacement part and free installation of that part. All claims under this Section F(1) must be made directly through Whirlpool using the following toll-free telephone number: \_\_\_\_\_. Parts and installation requested through a third-party service provider are not eligible for reimbursement or any other compensation.

Any claim you make for benefits under this Section F(1) must be made to Whirlpool no later than 90 days after the break occurs, and in no event later than [\_\_\_\_\_, 2020 + 90 days].

**(2) Benefits Available from \_\_\_\_\_, 2020 to \_\_\_\_\_, 2021:**

If you did not make a claim under Section F(1), then between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, you may make a claim to the Settlement Administrator for any one of the following benefits. You cannot elect your benefit under this Section F(2) now, but will need to do so after \_\_\_\_\_, 2020.

- A free stainless steel replacement part. *Note: You will be responsible for shipping and handling costs up to \$5;*

- A 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer;
- A 10% cash rebate on the future purchase of a new KitchenAid-brand blender; or
- A \$15 cash payment, so long as you provide adequate proof of purchase of your Class Dishwasher.

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**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 and Part Two of this Claim Form is true and accurate.

Signature

Date

Print Name

Intentionally  
Left Blank

**KitchenAid Dishwasher Class Action Litigation Settlement  
Claim Form Instructions – FUTURE RELIEF**

**WPL-GN  
Instructions**

**Instructions for Completing the Enclosed Claim Form**

If you believe you are a Settlement Class Member in a settlement involving plastic upper dishrack adjusters (defined further at www.\_\_\_\_\_.com)) related to certain KitchenAid-brand dishwashers manufactured by Whirlpool between October 2010 and the present (“Class Dishwashers”) and you wish to apply for a settlement benefit, you must complete this Claim Form.

**WEB:** Visit the Settlement website at: www.\_\_\_\_\_.com and submit your claim online.

**MAIL:** *Burch v. Whirlpool Corporation*  
Class Action Administrator

\_\_\_\_\_  
\_\_\_\_\_

If you submit your claim form online, you must do so on or before \_\_\_\_\_, 2021. If you are mailing your claim form, first-class United States Mail, it must be post-marked no later than \_\_\_\_\_, 2021.

If you are a Settlement Class Member who has submitted a Valid Claim, you are eligible to claim ONE of the following benefits:

1. A free stainless steel upper dish rack adjuster repair kit (*Note: You will be responsible for shipping and handling costs up to \$5*);
2. A 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer;
3. A 10% cash rebate on the future purchase of a new KitchenAid-brand blender; or
4. A cash payment of \$15.

If you wish to claim any one of the above benefits, you need to complete both Section A and Section B of this Claim Form.

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

If you have questions about this form, please visit the website at www.\_\_\_\_\_.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 \_\_\_\_\_, 2021.

**CLAIM FORM REMINDER CHECKLIST**

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

1. Complete all fields in Section A (Name and Contact Information) of this Claim Form.
2. Provide the Model Number and Serial Number of your Class Dishwasher and answer all of the questions as directed in Section B (Information About Your Class Dishwasher) of this Claim Form.
3. Elect the benefit you wish to receive for submitting a Valid Claim.
4. Sign the Certification section at the end of this Claim Form.
5. Return this Claim Form to the Settlement Administrator.

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

Your claim must  
be postmarked by:  
xxxx xx, 2021

## KitchenAid Dishwasher Class Action Litigation Settlement

WPL-GN

### Claim Form

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#### SECTION A: NAME AND CONTACT INFORMATION

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Please 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

Email

---

#### SECTION B: INFORMATION ABOUT YOUR CLASS DISHWASHER

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Please provide the Model Number and Serial Number of your Class Dishwasher

Model Number

Serial Number

**Note:** To locate the model and serial number, open the door to your dishwasher and look for the serial tag label located on the left edge of the dishwasher's door.

Please complete the questions below to determine whether you are eligible for a benefit.

	Yes	No
<p>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 of a home, a new Class Dishwasher (i.e., a KitchenAid-brand dishwasher with a model number and serial number listed as eligible for settlement benefits on <a href="http://www._____.com">www._____.com</a>)?</p> <ul style="list-style-type: none"><li>If you answered "No" to this question, <b>STOP</b>, you are not entitled to any compensation or benefit under this Settlement.</li><li>If you answered "Yes" to this question, <b>continue to Question 2</b> to see if you can provide the required certification.</li></ul>	<input type="checkbox"/>	<input type="checkbox"/>

2. **Certification:** I swear under the penalty of perjury that I currently own a Class Dishwasher and that the upper dish rack adjuster that connects the upper dish rack to the rails on the side of my Class Dishwasher is a part made of plastic, not stainless steel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you are unable to provide the certification required in Question 2, **STOP**, you are not eligible for the benefits provided in this Settlement.

If you are able to provide the certification required in Question 2, please select one of the following benefits:

3. **I elect the following benefit.**

*Note: You are entitled to only one benefit. Once you elect your benefit, your choice is final.*

<input type="checkbox"/>	A free stainless steel upper dish rack adjuster repair kit ( <i>Note: You will be responsible for shipping and handling costs up to \$5</i> ).
<input type="checkbox"/>	A 30% cash rebate on the future purchase of a new KitchenAid-brand stand mixer.
<input type="checkbox"/>	A 10% cash rebate on the future purchase of a new KitchenAid-brand blender.
<input type="checkbox"/>	A cash payment of \$15.

Please sign and date the Certification Statement below, and either email (at [claims@\\_\\_\\_\\_\\_](mailto:claims@_____).com) or mail to the Settlement Administrator this Claim Form. Alternatively, you may complete your Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

If you elected either of the cash rebate benefits, the Settlement Administrator will provide to you a rebate form to complete and return. To be eligible for either of the rebates, your purchase of a new KitchenAid-brand stand mixer or blender must be made no sooner than the date you receive the rebate form and no later than twelve months after that date.

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### 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 this Claim Form is true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

# EXHIBIT 2

**EXHIBIT 2**

Eligible Model Numbers within Serial Number Date Range F040 to F430:

KDFE454CSS0 KUDE40FXBL4 KUDS30CXSS6 KUDS30FXWH9 KUDS30SXBL2  
KDFE454CSS1 KUDE40FXBL5 KUDS30CXSS7 KUDS30FXWHA KUDS30SXBL3  
KUDE20FXBL0 KUDE40FXBT0 KUDS30CXWH0 KUDS30IXBL0 KUDS30SXBL4  
KUDE20FXBL1 KUDE40FXBT3 KUDS30CXWH1 KUDS30IXBL1 KUDS30SXSS0  
KUDE20FXBL2 KUDE40FXBT4 KUDS30CXWH2 KUDS30IXBL2 KUDS30SXSS1  
KUDE20FXBL3 KUDE40FXBT5 KUDS30CXWH3 KUDS30IXBL3 KUDS30SXSS2  
KUDE20FXSS0 KUDE40FXPA0 KUDS30CXWH4 KUDS30IXBL4 KUDS30SXSS3  
KUDE20FXSS1 KUDE40FXPA1 KUDS30CXWH6 KUDS30IXBL6 KUDS30SXSS4  
KUDE20FXSS2 KUDE40FXPA2 KUDS30CXWH7 KUDS30IXBL7 KUDS30SXSS8  
KUDE20FXSS3 KUDE40FXPA3 KUDS30FXBL0 KUDS30IXBL8 KUDS30SXSS9  
KUDE20FXSS4 KUDE40FXPA4 KUDS30FXBL1 KUDS30IXBL9 KUDS30SXWH0  
KUDE20FXWH0 KUDE40FXPA6 KUDS30FXBL2 KUDS30IXBLA KUDS30SXWH1  
KUDE20FXWH1 KUDE40FXSP0 KUDS30FXBL3 KUDS30IXBT0 KUDS30SXWH2  
KUDE20FXWH2 KUDE40FXSP1 KUDS30FXBL4 KUDS30IXBT1 KUDS30SXWH3  
KUDE20FXWH3 KUDE40FXSP2 KUDS30FXBL5 KUDS30IXBT2 KUDS30SXWH4  
KUDE20IXBL0 KUDE40FXSP3 KUDS30FXBL8 KUDS30IXBT4 KUDS35FXBL0  
KUDE20IXBL1 KUDE40FXSP4 KUDS30FXBL9 KUDS30IXBT6 KUDS35FXBL1  
KUDE20IXBL2 KUDE40FXSP5 KUDS30FXBLA KUDS30IXBT7 KUDS35FXBL2  
KUDE20IXBL4 KUDE40FXSS0 KUDS30FXPA0 KUDS30IXBT8 KUDS35FXBL3  
KUDE20IXBL6 KUDE40FXSS1 KUDS30FXPA1 KUDS30IXBT9 KUDS35FXBL4  
KUDE20IXBL8 KUDE40FXSS2 KUDS30FXPA2 KUDS30IXBTA KUDS35FXBL5  
KUDE20IXBL9 KUDE40FXSS3 KUDS30FXPA3 KUDS30IXSS0 KUDS35FXBL8  
KUDE20IXBLA KUDE40FXSS4 KUDS30FXPA4 KUDS30IXSS1 KUDS35FXBL9  
KUDE20IXSS0 KUDE40FXSS5 KUDS30FXPA8 KUDS30IXSS2 KUDS35FXBLA

KUDE20IXSS1 KUDE40FXSS6 KUDS30FXPA9 KUDS30IXSS3 KUDS35FXSS0  
KUDE20IXSS2 KUDE40FXWH0 KUDS30FXPAA KUDS30IXSS4 KUDS35FXSS1  
KUDE20IXSS4 KUDE40FXWH1 KUDS30FXSS0 KUDS30IXSS6 KUDS35FXSS2  
KUDE20IXSS6 KUDE40FXWH2 KUDS30FXSS1 KUDS30IXSS7 KUDS35FXSS3  
KUDE20IXSS8 KUDE40FXWH3 KUDS30FXSS2 KUDS30IXSS8 KUDS35FXSS4  
KUDE20IXSS9 KUDE40FXWH4 KUDS30FXSS3 KUDS30IXSS9 KUDS35FXSS5  
KUDE20IXSSA KUDE40FXWH5 KUDS30FXSS4 KUDS30IXSSA KUDS35FXSS8  
KUDE20IXWH0 KUDS30CXBL0 KUDS30FXSS5 KUDS30IXWH0 KUDS35FXSS9  
KUDE20IXWH1 KUDS30CXBL1 KUDS30FXSS8 KUDS30IXWH1 KUDS35FXSSA  
KUDE20IXWH2 KUDS30CXBL2 KUDS30FXSS9 KUDS30IXWH2 KUDS35FXWH0  
KUDE20IXWH4 KUDS30CXBL3 KUDS30FXSSA KUDS30IXWH4 KUDS35FXWH1  
KUDE20IXWH6 KUDS30CXBL4 KUDS30FXWH0 KUDS30IXWH6 KUDS35FXWH2  
KUDE20IXWH8 KUDS30CXBL7 KUDS30FXWH1 KUDS30IXWH7 KUDS35FXWH3  
KUDE20IXWH9 KUDS30CXSS0 KUDS30FXWH2 KUDS30IXWH8 KUDS35FXWH4  
KUDE40FXBL0 KUDS30CXSS1 KUDS30FXWH3 KUDS30IXWH9 KUDS35FXWH5  
KUDE40FXBL1 KUDS30CXSS2 KUDS30FXWH4 KUDS30IXWHA KUDS35FXWH8  
KUDE40FXBL2 KUDS30CXSS3 KUDS30FXWH5 KUDS30SXBL0 KUDS35FXWH9  
KUDE40FXBL3 KUDS30CXSS4 KUDS30FXWH8 KUDS30SXBL1 KUDS35FXWHA

# EXHIBIT 3

# If you purchased or acquired a KitchenAid-brand dishwasher manufactured by Whirlpool between October 2010 and the present, you may be entitled to benefits from a class action settlement.

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

Si usted desea obtener una copia de este documento en Español, visite el sitio [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

- A Settlement has been reached in a class action lawsuit against Whirlpool Corporation (“Whirlpool”), regarding KitchenAid-brand dishwashers manufactured by Whirlpool between October 2010 and the present.
- If you are included in the Settlement, you may qualify for benefits including a cash reimbursement of repair expenses, cash payments ranging from \$15 to \$90, free repairs, or rebates ranging from 10% to 30% on the purchase price of certain new KitchenAid-brand kitchen appliances.
- Your legal rights are affected whether you act or not. 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>	This is the only way to obtain benefits under the Settlement.
<b>EXCLUDE YOURSELF</b> <b>Deadline: [DATE]</b>	This is the only option that allows you to ever be part of another lawsuit against Whirlpool about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be able to get benefits from it.
<b>OBJECT</b> <b>Deadline: [DATE]</b>	This is the only way to tell the Court that you do not like something about the Settlement.
<b>ATTEND THE HEARING</b> <b>_____ at _____</b>	This is your opportunity to ask to speak in the Court about the fairness of the Settlement.
<b>Do NOTHING</b>	If you do nothing, you will not receive benefits under the Settlement, and you will give up your right to ever be part of another lawsuit against Whirlpool 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 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 of this class action lawsuit and about all of your options, before it decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who may qualify for them.

Judge Paul L. Maloney of the United States District Court for the Western District of Michigan is overseeing this class action and the Settlement. The case is known as *Burch v. Whirlpool Corp.*, Case No. 1:17-CV-00018. The people who sued are called “the Plaintiffs” and the company they sued, Whirlpool, is called “the Defendant.”

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

If you received a Postcard Notice in the mail, Whirlpool’s records indicate that you may have purchased or acquired a particular model of KitchenAid-brand dishwasher manufactured by Whirlpool between October 2010 and the present. These specific dishwashers are referred to as the “Class Dishwashers” throughout this Notice.

### 3. What is the lawsuit about?

Plaintiffs claim that the Class Dishwashers are defective, in that the axles on the wheels of the upper dish rack adjusters break, and the upper dish rack may become unusable. Plaintiffs further claim that Whirlpool breached warranties in connection with the manufacture and sale of the Class Dishwashers.

Whirlpool denies these allegations and all claims in the lawsuit and maintains that the dishwashers were, at all relevant times, fit for the purpose for which they were made and not defective. Whirlpool also denies that it violated any law or engaged in any wrongdoing and asserts numerous defenses to Plaintiffs’ allegations.

**The Settlement does not include personal injury or property damage claims other than damages made to the Class Dishwasher 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” (in this case, Warren Burch, James Bodley, Kyle Matson, and Ronald McCallum) sue for all people who have similar claims. Together, these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the legal issues for all Settlement 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 Dishwashers were defective.** Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and provide benefits to Settlement Class Members. The Settlement does not mean that a Court found that Whirlpool broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Settlement Class Members.

## THE SETTLEMENT CLASS—WHO IS INCLUDED

### 6. Who is included in the Settlement?

The Settlement Class includes all persons in the United States or its territories who either: (a) purchased a new Class Dishwasher; (b) acquired a Class Dishwasher as part of the purchase of a home, residence, or structure; or (c) received as a gift, from a donor meeting the requirements of either subsection (a) or subsection (b), a new Class Dishwasher, not used by the donor or by anyone else after the donor purchased the Class Dishwasher and before the donor gifted the Class Dishwasher.

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

To determine if you are a Settlement Class Member, you need to verify that your Class Dishwasher model number is included in the Settlement. The model numbers included in the settlement are listed on the settlement

website: [www.\\_\\_\\_\\_\\_.com](http://www._____.com). The model number and serial number should be on the left edge of the dishwasher's door.

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

The following are not included in the Settlement Class: (1) officers, directors, and employees of Whirlpool or its parents, subsidiaries, or affiliates; (2) insurers of Settlement Class Members; and (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 Dishwasher purchaser, a Class Dishwasher owner, or a Settlement Class Member.

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

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

The Settlement provides Class Members with a variety of benefit options, including a cash reimbursement of repair expenses, cash payments ranging from \$15 to \$90, free repairs, or rebates ranging from 10% to 30% on the purchase price of certain new KitchenAid-brand kitchen appliances. The benefits you may claim depend on your experience with your Class Dishwasher, including whether you have had a repair of the upper rack adjuster, and if so what type of repair you received and whether you paid money for the repair or received it for free.

### 10. What benefits are available if I repaired my upper rack adjuster with another plastic upper rack adjuster?

All Settlement Class Members who received a repair of their upper rack adjuster with another plastic upper rack adjuster are eligible to choose one, but not both of the following benefits. Between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, Settlement Class Members may obtain a free stainless steel replacement upper rack adjuster and service through Whirlpool's special project. To obtain this relief, Settlement Class Members must contact Whirlpool directly at [insert telephone number] within 90 days of experiencing a breakage of their plastic upper rack adjuster. Alternatively, between \_\_\_\_\_, 2021 and \_\_\_\_\_, 2022, Settlement Class Members who still own their Class Dishwashers at that time may elect any one of the following benefits: (a) a free stainless steel replacement upper rack adjuster, (b) a 30% rebate on the future purchase of a KitchenAid brand stand mixer, (c) a 10% rebate on the future purchase of a KitchenAid brand blender, or (d) \$15.

**Paid Repairs:** In addition to the above relief options available in the future, all Settlement Class Members who paid money out-of-pocket to repair their upper rack adjuster with another plastic upper rack adjuster are eligible to receive 100% cash reimbursement of documented repair costs. Settlement Class Members who cannot adequately document repair costs may submit a signed declaration attesting to such repairs and payments and elect to receive either (a) a 25% rebate on the future purchase of new KitchenAid brand dishwasher, or (b) out-of-pocket repair costs not to exceed \$15. Claims for these benefits must be submitted by mail or online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) no later than [insert date 135 days after Notice Date].

### 11. What benefits are available if I repaired my upper rack adjuster with a stainless steel upper rack adjuster?

**Paid Repairs:** All Settlement Class Members who paid money out-of-pocket for a repair of their upper rack adjuster with a stainless steel upper rack adjuster are eligible to receive 100% cash reimbursement of documented repair costs. Settlement Class Members who cannot adequately document repair costs may submit a photograph showing the stainless steel upper rack adjuster in their Class Dishwasher together their unique claim identification number assigned to them as part of this Settlement, and a signed declaration attesting to such repair and payment, and elect to receive either (a) a \$90 cash payment, or (b) a 15% rebate on the future purchase of a KitchenAid brand stand mixer. Claims for these benefits must be submitted by mail or online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) no later than [insert date 135 days after Notice Date].

**Free Repairs:** All Settlement Class Members who received a free repair of their upper rack adjuster with a stainless steel upper rack adjuster are eligible to receive a 15% rebate on the future purchase of a KitchenAid brand stand mixer. Claims for these benefits must be submitted by mail or online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) no later than [insert date 135 days after Notice Date].

### 12. What benefits are available if I've never had to repair my upper rack adjuster?

All Settlement Class Members who have never had to repair the upper rack adjuster on their Class Dishwasher are eligible to choose one, but not both of the following benefits. Between \_\_\_\_\_, 2020 and \_\_\_\_\_, 2021, Settlement Class Members may obtain a free stainless steel replacement upper rack adjuster and service through Whirlpool's special project. To obtain this relief, Settlement Class Members must contact Whirlpool directly at [insert telephone number] within 90 days of experiencing a breakage of their plastic upper rack adjuster. Alternatively, between \_\_\_\_\_, 2021 and \_\_\_\_\_, 2022, Settlement Class Members who still own their Class Dishwasher at that time may elect any one of the following benefits: (a) a free stainless steel replacement upper rack adjuster, (b) a 30% rebate on the future purchase of a KitchenAid brand stand mixer, (c) a 10% rebate on the future purchase of a KitchenAid brand blender, or (d) \$15.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

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

Most Settlement Class Members will be entitled to one benefit, not multiple benefits. Those Settlement Class Members who paid for a repair to their plastic upper rack adjuster with a new plastic upper rack adjuster may receive cash reimbursement and make a claim in the future for additional benefits if they still own their Class Dishwasher at that time. A Settlement Class Member who owns multiple Class Dishwashers may make a claim for each Class Dishwasher.

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

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

### 15. 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 that you won't be able to sue, continue to sue, or be part of any other lawsuit against Whirlpool 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 Dishwasher itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 16).

### 16. 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 Dishwashers, including all claims for diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or premium-price damages, arising out of the Class Members' purchases or uses of the Class Dishwashers and relating to the upper rack adjusters. The released parties, also called "the Releasees," are Whirlpool, together with its respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of its 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 Dishwashers. 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 upper rack adjusters of the Class Dishwashers. **However, the Released Claims do not include any claims for property damage 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.\\_\\_\\_\\_\\_.com](http://www._____.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

QUESTIONS? CALL 1-XXX-XXX-XXXX OR GO TO [WWW.\\_\\_\\_\\_\\_.COM](http://www._____.com)

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

Yes. The Court appointed R. Brent Irby of McCallum, Hoagland & Irby LLP; Edward Wallace of Wexler Wallace LLP; and Nathan Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C., as Class Counsel, to represent you and other Settlement Class Members. Together these lawyers are called Class Counsel. 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.

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

Plaintiffs and Whirlpool have agreed that Class Counsel should be paid a reasonable fee. Plaintiffs and Whirlpool have not agreed on the specific amount of the fee to be paid to Class Counsel. R. Brent Irby and Edward Wallace will ask the Court to award them up to \$743,000 for attorney fees reimbursement of the litigation expenses and costs they incurred. Nathan Carpenter and Rebecca Bell-Stanton will separately ask the Court to award them up to \$400,000 for attorney fees reimbursement of the litigation expenses and costs they incurred. Class Counsel will also ask for a service award of \$2,500 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 Settlement Class Members. In addition, Defendants also have agreed to pay the Settlement Administrator's expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Settlement 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 Whirlpool 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.

### 19. 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.\\_\\_\\_\\_\\_.com](http://www._____.com) or a letter stating: "I want to be excluded from the Settlement Class in *Burch v. Whirlpool Corp.*, Case No. 1:17-CV-00018." 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 **[insert date]**.

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

### 20. 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.

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

No. Unless you exclude yourself, you are giving up the right to sue Whirlpool for the claims that this Settlement resolves and releases (see Question 16). 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.

### 22. 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 (*Burch v. Whirlpool Corp.*, Case No. 1:17-CV-00018); (2) your full name and current address; (3) whether, on the date of your written objection, you bought or currently own a Class Dishwasher; (4) the serial number and model number of your Class Dishwasher; (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; (7) the date of your signature; and (8) if you plan to appear and speak at the Fairness Hearing, on your own or through your own lawyer, a statement indicating that it is your “Notice of Intent to Appear” at the Fairness Hearing.

You must mail your written objection to, or file it with, the Court at the following address:

<b>Court</b>
Clerk of the Court B-35 Federal Building 410 W. Michigan Ave. Kalamazoo, MI 49007

Your written objection must be mailed to Lead Counsel for the Class and Whirlpool’s counsel at the following addresses:

Lead Class Counsel:

R. Brent Irby, Esq.  
McCallum Hoaglund & Irby LLP  
905 Montgomery Highway, Suite 201  
Vestavia Hills, Alabama, 35216

Whirlpool Counsel:

Galen Bellamy, Esq  
Wheeler, Trigg, O’Donnell, LLP  
370 Seventeenth Street, Suite 4500  
Denver, Colorado, 80202

Your written objection must be mailed with a postmark no later than [insert date] or filed with the Court on or before [insert date].

**23. 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 (that is, you 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.

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

The Court will hold a Fairness Hearing on [DATE], at [TIME] EST, at the U.S. District Court for the Western District of Michigan, located at the B-35 Federal Building, 410 W. Michigan Ave, Kalamazoo, Michigan, 49007 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 22). 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.

**25. 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 22) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 26. 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 *Burch v. Whirlpool Corp.*, Case No. 1:17-CV-00018" 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 and served on Lead Class Counsel and Whirlpool's counsel by [insert date]

### IF YOU DO NOTHING

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

### GETTING MORE INFORMATION

### 28. 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.\\_\\_\\_\\_\\_.com](http://www._____.com). If you have questions, you may contact the Settlement Administrator at [ADDRESS], [info@\\_\\_\\_\\_\\_.com](mailto:info@_____.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, OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.**