1	GLYNN & FINLEY, LLP					
2	Clement L. Glynn (SBN 57117) Jonathan A. Eldredge (SBN 238559)					
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6	Andrew M. Unthank (motion to appear <i>pro hac vic</i>	e forthcoming)				
7	Michael N. Mulvania (motion to appear <i>pro hac vice</i> forthcoming)					
8						
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10	Facsimile: (303) 244-1879 Email: unthank@wtotrial.com					
11	Email: mulvania@wtotrial.com					
12	Attorney for Defendant Whirlpool Corporation					
13	UNITED STATES DISTRICT COURT					
14	NORTHERN DISTRICT OF CALIFORNIA					
15						
16	JULIE CORZINE, individually and on behalf of all others similarly situated,	Case No.:				
17	,	DEFENDANT'S NOTICE OF				
18	Plaintiff,	REMOVAL				
19	vs.					
20	MAYTAG CORPORATION, a Delaware corporation; WHIRLPOOL CORPORATION, a					
21	Delaware corporation; and DOES 1 through 50, inclusive,					
$_{22}$	Defendants.					
23	Defendants.					
24						
25	Defendant Whirlpool Corporation ("Whirlpool") hereby removes to this Court the state cour					
26	action described below:					
27	1. On November 13, 2015, Plaintiff Ju	lie Corzine ("Plaintiff") filed a putative class				
28	action in the Superior Court of the State of California in and for the County of Santa Clara, entitled  1					

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Julie Corzine v. Maytag Corporation, Whirlpool Corporation, and Does 1 through 50, Case No. 115CV288083.

- 2. On November 16, 2015, Plaintiff served Whirlpool by personal delivery to Whirlpool's registered agent. This notice of removal is timely filed pursuant to 28 U.S.C. § 1446(b).
- 3. A true and correct copy of the Complaint, together with copies of all "process, pleadings, and orders served upon such defendant or defendants in such action," 28 U.S.C. § 1446 (a), are attached hereto as Exhibit 1. To the best of Whirlpool's knowledge and belief, these documents constitute all of the "process, pleadings, and orders" as of this date. *Id*.
- Plaintiff is a resident and citizen of Santa Clara County, California (see Compl. ¶ 1.) Whirlpool is a Delaware corporation, (id.  $\P$  2) with its principal place of business in Michigan.
- 5. Maytag Corporation was purchased by Whirlpool in 2006 and Maytag Corporation was subsequently dissolved. Maytag is now solely a brand of Whirlpool and is not a separate legal entity that can be sued.
- 6. A true and correct copy of this Notice of Removal will be filed with the Clerk of the Santa Clara County, California, Superior Court in accordance with 28 U.S.C. § 1446(d), along with a notice of that filing, a copy of which will be served on Plaintiff.

### **JURISDICTION**

7. Plaintiff's Complaint is removable to this Court, and this Court has jurisdiction, pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1332, 1441(a)-(b), and 1453, because this is a putative class action involving more than 100 putative class members who are seeking to recover in excess of \$5,000,000 in the aggregate, and the parties are minimally diverse. See id. § 1332(d).

### THIS COURT HAS JURISDICTION OVER THIS ACTION UNDER CAFA

8. Plaintiff's Complaint alleges that Defendants "designed, manufactured, sold, and/or distributed" in the State of California, refrigerator-freezers with defective Tube Drains that "become clogged, have impeded flow, have a blocked grommet, and/or have an impeded useful life" and "damage and impede the useful life of other components in Plaintiff's refrigerator-freezers and home." (Compl. ¶¶ 27, 29.)

- 9. Plaintiff filed this putative class action on behalf of "[a]ll individuals and entities in the state of California who purchased and/or owned Whirlpool manufactured refrigerator-freezer appliances equipped with tube drain parts numbered W10210987, W10210988, W10309238, W10344401, W10344402, W10585186, W10588598, W10604169, PS8691807, and/or 2887289." (Id. ¶ 14) (the "Class Refrigerators"). The Complaint alleges "Exhibit 1 to the Complaint lists the refrigerator-freezer models that were designed . . . with defective Tube Drains and purchased by Plaintiff and the Class Members." (Id. ¶ 27.)
- 10. The Complaint alleges claims for strict liability failure to warn, strict liability manufacturing defect, strict liability design defect, negligence, breach of express warranty, breach of implied warranty of merchantability and fitness for a particular purpose, and violations of the Song-Beverly Consumer Warranty Act and the California Unfair Competition Law (California Business and Professions Code §17200). The Complaint seeks to recover damages, restitution, attorneys' fees, costs, expenses, interest, penalties, and punitive damages, as well as injunctive and declaratory relief, on behalf of Plaintiff and the putative class. (Compl. Prayer for Relief ¶¶ 1-11.)
- 11. CAFA reflects Congress's intent to have federal courts adjudicate substantial classaction suits brought against out-of-state defendants. *See* S. Rep. No. 109-14 at 43 (2005), *reprinted in* 2005 U.S.C.C.A.N. 3, 41; H.R. Rep. No. 108-144, at 36-37 (2003). To effectuate this purpose, CAFA provides that putative class actions filed in state court are removable to federal court and expands federal jurisdiction over such class actions by amending 28 U.S.C. § 1332 to grant original jurisdiction where, as here, the putative class contains at least 100 class members, the parties are minimally diverse, and the amount in controversy exceeds \$5,000,000 in the aggregate for the entire class, exclusive of interest and costs. 28 U.S.C. § 1332(d).
- 12. "Congress intended CAFA to be interpreted expansively." *Ibarra v. Manheim Invs.*, *Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015). When a defendant seeks removal under CAFA, they "must file in the district court a notice of removal 'containing a short and plain statement of the grounds for removal . . . ." *Id.* (quoting 28 U.S.C. § 1446(a)). By design, this statute "tracks the general pleading requirement stated in Rule 8(a) of the Federal Rules of Civil Procedure." *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 553 (2014).

13. This putative class action satisfies all the jurisdictional requirements under CAFA. Specifically, based on the allegations in the Complaint, (1) the proposed class consists of 100 or more members; (2) the parties are minimally diverse; (3) the amount in controversy exceeds the \$5,000,000 jurisdictional threshold; and (4) the exceptions to CAFA do not apply here. *See* 28 U.S.C. § 1332(d); *see Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1020-21 (9th Cir. 2007).

### A. The Putative Class Size Exceeds 100 Members

- 14. CAFA requires that the putative class consist of at least 100 persons. 28 U.S.C. § 1332(d)(5). In the Complaint, Plaintiff purports to represent "[a]II individuals and entities in the state of California who purchased and/or owned Whirlpool manufactured refrigerator-freezer appliances equipped with tube drain parts numbered W10210987, W10210988, W10309238, W10344401, W10344402, W10585186, W10588598, W10604169, PS8691807, and/or 2887289." (Compl. ¶ 14.) Plaintiff alleges "Exhibit 1 to the Complaint lists the refrigerator-freezer models that were designed . . . with defective Tube Drains and purchased by Plaintiff and the Class Members." (*Id.* ¶ 27.) Exhibit 1 to the Complaint lists more than 1400 model numbers, and includes all units of each specific model and engineering build up to a specified serial number (the "Class Refrigerators").
- 15. Based on a preliminary analysis of product shipment records maintained by Whirlpool in the ordinary course of Whirlpool's business, Whirlpool has sold and shipped approximately 210,000 Class Refrigerators to its trade customers in California.
- 16. Although some of these refrigerator-freezers may have been sold by Whirlpool's trade customers to residents of other states (e.g., consumers who lived in another state, such as Nevada or Oregon, but who bought their machine from a retailer in California), the vast majority of these refrigerator-freezers were distributed to California residents.

### B. There Is Sufficient Diversity of Citizenship

- 17. The second CAFA requirement—that the parties be minimally diverse—is readily satisfied here, because at least one putative class member is a citizen of a different state than at least one defendant. *See* 28 U.S.C. § 1332(d)(2).
- 18. Plaintiff is a resident and citizen of Santa Clara County, California. (*See* Compl. ¶ 1.) By definition, Plaintiff's proposed class consists solely of California residents. (*Id.* ¶ 14.)

19. Whirlpool is a Delaware corporation (*id*. ¶ 7) with its principal place of business in Michigan. Thus, Whirlpool is a foreign corporation and was so at the time this suit was filed. *See* 28 U.S.C. § 1332(c)(1). Maytag Corporation was purchased by Whirlpool in 2006 and Maytag Corporation was subsequently dissolved. Maytag is now a brand of Whirlpool with no separate legal existence. Accordingly, because there is at least minimal diversity between the parties, the second CAFA requirement is satisfied. *See id*. § 1332(d)(2).

## C. The Minimum Amount in Controversy Requirement Is Satisfied

- 20. To confer subject matter jurisdiction on this Court based on diversity of citizenship, the amount in controversy must exceed the sum or value of \$5,000,000, exclusive of interest and costs. *Id.* Under CAFA, the claims of the individuals comprising a putative class are aggregated to determine if the amount in controversy exceeds the \$5,000,000 jurisdictional threshold. *Id.* § 1332(d)(6).
- 21. "[A] defendant's notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold." *Dart*, 135 S. Ct. at 554; *see Ibarra*, 775 F.3d at 1197-98 ("a defendant can establish the amount in controversy by an unchallenged, plausible assertion of the amount in controversy in its notice of removal" (citing *Dart*, 135 S. Ct. 554-55)).
- 22. In the Complaint, Plaintiff asserts claims for damages and restitution on behalf of all California residents who purchased or owned Class Refrigerators. (Compl. ¶ 14, Prayer for Relief.)
- 23. According to Plaintiff, the Class Refrigerators contain Tube Drains that are "defective in that they become clogged, have impeded flow, have a blocked grommet, and/or have an impeded useful life. The Tube Drains also damage and impede the useful life of other components in Plaintiff's refrigerator-freezers and home, including but not limited to the evaporator coils, panels, and/or home interior near and around the leaking refrigerator-freezer." (Compl. ¶ 29.) "The repairs for the damages caused by the defective Tube Drains are significant." (*Id.* ¶ 36.) Plaintiff alleges she "has suffered and/or has been in danger of suffering injury and/or significant property damage due to the defective Tube Drain." (*Id.* ¶ 35.)
- 24. Plaintiff alleges that if she and the putative class members had known "that the Class Refrigerators were equipped with defective Tube Drains, they would not have purchased said

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refrigerator-freezers or would have paid less for them," (Compl. ¶ 33), and that they have suffered and continue to suffer "harm, damages and economic losses" (id. ¶ 46).

- 25. Based on a preliminary analysis of records maintained by Whirlpool in the ordinary course of Whirlpool's business, the average paid claim for parts and labor to repair a Class Refrigerator by replacing its original drain tube with the part identified in Exhibit 1 to the Complaint is approximately \$85.00. As noted above, Whirlpool has shipped approximately 210,000 Class Refrigerators to customers in California. Using the average cost of repair as a proxy for Plaintiff's claimed damages, see, e.g., Cal. Civ. Code § 1794(b), the total amount in controversy exceeds approximately \$17,850,000.00.
- 26. If Plaintiff were to prevail on her request for class certification and recover a classwide judgment on behalf of all California residents who bought Class Refrigerators, then an award of money damages and attorneys' fees would easily exceed the sum of \$5,000,000. Thus, CAFA's \$5,000,000 amount-in-controversy requirement is satisfied.

#### D. The Exceptions to CAFA Do Not Apply

- 27. Plaintiff bears the burden of establishing any applicable exceptions to CAFA jurisdiction. See, e.g., Serrano, 478 F.3d at 1019, 1021-22 (reversing the district court, and joining all sister circuits to have addressed this issue, and holding that the party seeking to remand the case to state court bears the burden of establishing the exceptions to CAFA).
- 28. CAFA provides two mandatory exceptions and one discretionary exception to the application of federal jurisdiction. See 28 U.S.C. § 1332(d)(3)-(4); see also Serrano, 478 F.3d at 1019, 1021-22 (discussing CAFA exceptions).
- 29. Plaintiff's Complaint makes clear that none of these exceptions applies. Each of the CAFA exceptions requires, as a starting point, an in-state defendant. 28 U.S.C. § 1332(d)(3)-(4) (requiring either "significant relief" to be sought from an in-state defendant (local controversy exception) or requiring the "primary defendant" to be an in-state one ("home state" and discretionary exceptions to CAFA)). Here, the only identified defendants are Maytag and Whirlpool, Whirlpool, which owns the Maytag brand, is a foreign corporation. Therefore, none of the CAFA exceptions apply.

## 1 Ε. Conclusion 2 30. Because the CAFA jurisdiction requirements are met, and because the exceptions to 3 the Court's exercise of jurisdiction do not apply, this case is properly removed. 4 INTRADISTRICT ASSIGNMENT 5 31. Pursuant to Northern District Local Rules 3-5(b) and 3-2(c) and (d), this case is 6 properly removed to this division. 7 For these reasons, Whirlpool respectfully requests that the Court assume jurisdiction over 8 this action. 9 Dated: December 16, 2015 **GLYNN & FINLEY, LLP** 10 11 By: /s/ Jonathan A. Eldredge Clement L. Glynn 12 Jonathan A. Eldredge GLYNN & FINLEY, LLP 13 One Walnut Creek Center 100 Pringle Avenue, Suite 500 14 Walnut Čreek, CA 94596 Tel.: (925) 210-2800 15 Fax: (925) 945-1975 E-mail: cglynn@glynnfinley.com 16 E-mail: jeldredge@glynnfinley.com 17 Attorneys for Defendant, Whirlpool Corporation 18 19 20 21 22 23 24 25 26 27 28 DEFENDANT'S NOTICE OF REMOVAL

# EXHIBIT 1

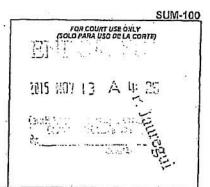
### SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

MAYTAG CORPORATION, a Delaware corporation; WHIRLPOOL CORPORATION, a Delaware corporation; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

JULIE CORZINE, individually and on behalf of all others similarly situated,



NOTICE! You have been aved. The court may decide against you without your being heard unless you respond within 30 days. Read the information

You have 30 CALENDAR DAYS after this summons and legal papers are corved on you to file a written response at this court and have a copy served on the pleintiff. A tellor or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.countnfo.co.gov/selihelp), your county law library, or the counthouse nearest you. If you cannot pay the filing (ee, ask the count clerk for a fee walver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property

may be latten without further waming from the court.

There are other legal requirements. You may want to call an ottorney right away. If you do not know on alterney, you may want to call an ottorney referral service. If you cannot afford an attorney, you may be eligible for troe logal services from a nonprofit legal cervices program. You can locate these nonprofit groups at the California Legal Services Web site (www.lowhelpcesfornia.org), the California Courts Online Salf-Help Conter (www.courtinio.ca.gow/salfholp), or by contacting your local court or county bar association. NOTE: The court has a statutory isn for walved (see and cools on any collemnation or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

[AVISOI Lo hair demandado. Si no responde deniro de 30 dies, la corte puede decidir on au contra sin escucher su version. Leg la información a

Ticno 30 DIAS DE CALENDARIO después de qua le entreguan esta clieción y pepeles lagales para presenter una respuesta por escrito en obte corte y hacer que se entregua una copia al demandante. Una corta o una llamada telefínica no lo protegan. Su respuesta por escrito tieno que estar en formato tegal correcto si desea que procesan su coso en la corto. Es posiblo que haya un formulado que ustad pueda usar para en respuesta. Puede encontrar estos formularios da la corte y más información en el Centro de Ayuda do las Cortes de California (Myyricucarta.ca.gov), en la biblioteca de leyes de su condede o en la corte que la quada más carca. Si no puede pagar la cuala de presentación, pida el secretario de la corte que la de un formularlo de exención de pago de cuatas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte la podrá quilar su sueldo, dinero y blenes sin más edvertencia.

Hay oins requisitos legalas. Es recomondable que llamo a un abogado inneciatamente. Si no conoce a un abogado, puede llamer a un servicio de remisión o abogados. Si no pueda pagar a un ebogado, os posibla que cumple con los requisitos pera obtener servicios lagalas gratuitos da un programa do servicios legales sin finas da jucro. Puede encontrar astos grupos sin finas do lucro en el sibo wab de Celifornia Logal Servicas, (www.lawhelpoolliomlo.org), en el Caniro de Ayuda de las Cortes de Calironia, (www.lawcule.ca.gov) o poniéndese en conlacio con la corte o el colegio de abogados locales. AVISO: Por ley, la corto tiene deractio o reclamor las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación do \$10,000 ó más do valor recibida mediante un acuerdo o una concesión do erbitroje en un caso de dorecho civil. Tiene que pagar el gravamen de la corte antes de que la corto pueda desochar el caso.

The name and address of the court la: (El nombre y dirección de la corte es):

Santa Clara Superior Court, 191 North First St., San Jose, CA 95113

The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is: (El nombre, le dirección y el número de telefono del abogado del demandante, o del demandante que no tiene abogado, es). Graham B. LippSmith, Kasdan LippSmith Weber Turner LLP, 500 S. Grand Avc. #1310, Los Angeles, CA 90071 (213) 254-4800NOV 1 3 2015 Clerk, by Deputy (Fecha) (Adjunto) (For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entraga de esta citatión use el formularlo Proof of Service of Summons, (POS-010)). NOTICE TO THE PERSON SERVED: You are served as an individual defendant. as the person sued under the fictillous name of (specify): 3. Don behalf of (specify, Whill On) under: CCP 416.10 (corporation) CCP 418.60 (mlnor) CCP 416.70 (conservatee) CCP 418.20 (defunct corporation) CCP 416,40 (association or partnership) CCP 416.90 (authorized person) other (specify): by personal delivery on (date): Form Acopted for Manufactry Use Judicial Council of Cationsh SUM-100 [Roy, July 1, 2007] SUMMONS Code of Chil Procedure \$9 412.20, 465

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Nama, State Bar	number, and address!	FOR COURT USE ONLY
Graham B. LippSmith (SBN 221984)	manner, we book casp	FOR CODE OF ONLY
Kasdan LippSmith Weber Turner LLP		
500 S. Grand Ave., Suite 1310 Los Angeles, CA 90071		$E_{MT}$
TELEPHONE NO: 213-254-4800	FAX ND: 213-254-4801	3-1 " 1,,
ATTORNEY FOR (Name): Plaintiff Julie Corzine		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sar	ita Clara	2015 HOV 13 A 4: 25
STREET ADDRESS: 191 North First Street, San	n Jose, CA 95113	13 A 4 25
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exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	DELLI:
Ilems 1–6 belo	w must be completed (see instructions	
1. Check one box below for the case type that	best describes this case:	
Auto Tort	Contract	Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
Uninsured molorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mess lort (40) Securities Wingsless (28)  BY FA
Asbesios (04)	Olher contract (37)	Securities (Idgation (28)
Product liability (24)	Real Property	Environmental/Toxic tort (30)
Medical malpractice (45)	Eminent domain/Inverse	Insurance coverage claims arising from the above listed provisionally complex case
Other PI/PD/WD (23)	condemnation (14)	ebove listed provisionally complex case lypes (41)
Non-PVPD/WD (Other) Tort	Wrongful eviction (33)	
Business tort/unfair business practice (07)		Enforcement of Judgment
Civil rights (08)	Unlawful Detainor	Enforcement of judgment (20)
Defamation (13)		Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
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Other non-Pt/PD/WD tort (35)	Asset forfellure (05)	Partnership and corporate governance (21)
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Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	
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factors requiring exceptional judicial manage		
a. Large number of separately represe	10°C	
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issues that will be time-consuming t		les, states, or countries, or in a federal court
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Graham B. LippSmith		
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<ul> <li>Plaintiff must file this cover sheet with the first under the Probate Code, Family Code, or William sanctions.</li> <li>File this cover sheet in addition to any cover</li> </ul>	il paper filed in the action or proceeding eliare and institutions Code). (Cal. Rule	(except small claims cases or cases filed s of Court, rule 3.220.) Failure to file may result
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Omess this is a collections case druct full 3.	. 1-10 OF a COMPLEX CASE, I'MS COVER SHEE	Page 1 of 2

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1 2 3 4 5 6 7 8 9	Kenneth S. Kasdan, SBN 71427 Graham B. LippSmith, SBN 221984 Jaclyn L. Anderson, SBN 258609 KASDAN LIPPSMITH WEBER TUR 500 S. Grand Ave. Suite 1310 Los Angeles, California 90015 Tel: 213-254-4800 Fax: 213-254-4801 Scott J. Thomson, SBN 237052 KASDAN LIPPSMITH WEBER TUR 100 Pringle Ave, Suite 700 Walnut Creek, CA 94596 Tel: 925-906-9220 Fax: 925-906-9221 Attorneys for Plaintiffs					
- 1	SUPERIOR COURT OF THE	HE STATE OF CALIFORNIA				
11	COUNTY OF	SANTA CLARA				
12	1	4				
13 14 15	JULIE CORZINE, individually and on behalf of all others similarly situated,	Case No.: 1 1 5 C V 2 8 8 0 8 3				
16	Plaintiff,	COMPLAINT FOR DAMAGES				
17	VG.	1. STRICT LIABILITY:				
117 118 119 120 221 222 223 224 225 226	MAYTAG CORPORATION, a Delaware corporation; WHIRLPOOL CORPORATION, a Delaware corporation; and DOES 1 through 50, inclusive,  Defendants.	FAILURE TO WARN  2. STRICT LIABILITY: MANUFACTURING DEFECT  3. STRICT LIABILITY: DESIGN DEFECT  4. NEGLIGENCE  5. BREACH OF EXPRESS WARRANTY  6. BREACH OF IMPLIED WARRANTY OF FITNESS  7. BREACH OF IMPLIED WARRANTY PURSUANT TO CIVIL CODE §§ 1791.1 and 1792, et seq.  8. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  9. VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200, et seq.				
8		DEMAND FOR JURY TRIAL				
	COMPLAINT AND DEMAND FOR JURY TRIAL					

## **COMPLAINT**

Plaintiff Julie Corzine, individually and on behalf of all others similarly situated ("the Class" or "Class Members"), (collectively, "Plaintiffs"), bring this action and allege as follows on information and belief:

#### THE PARTIES

- Plaintiff Julie Corzine is a resident of the city of San Jose in Santa Clara County, California.
- Defendants Maytag Corporation ("Maytag") and Whirlpool
   Corporation ("Whirlpool") are Delaware corporations regularly doing business in
   Santa Clara County, California.
- 3. Based on information and belief, Plaintiffs herein allege that Whirlpool is the parent corporation of Maytag.
- 4. Based on information and belief, Defendants designed, manufactured and sold combination refrigerator-freezers equipped with defective tube-drain parts, including product part nos. W10210987, W10210988, W10309238, W10344401, W10344402, W10585186, W10588598, W10604169, PS8691807, and/or 2887289 ("Tube-Drains"). Defendants designed, created product materials for, designed instructions for, caused the manufacture of, and sold Tube-Drains that were installed in Plaintiffs' refrigerator-freezers that were distributed nationwide ("Class Refrigerators").
- 5. The Tube-Drains are designed to enable water from the freezer evaporator coils to drain from the Class Refrigerators during the automatic defrost cycle. The original Tube-Drains were elongated, S-shaped tubes with "duck bill" shaped ends that would affix to the Class Refrigerators with a grommet. Because the Tube-Drains are supposed to carry water through the inner workings of the Class Refrigerators during a daily cycle, these Tube-Drains are critical to the daily maintenance and proper function of the Class Refrigerators.

- 6. Due to their faulty, defective, and careless design as described herein, the Tube-Drains are not operating properly in a normal environment. The Tube-Drains have (or, in some cases, will) become clogged and have lost (or will lose) their ability to effectively drain evaporated water from the Class Refrigerators, causing a build-up of ice and excess water to overwhelm the bottoms of the Class Refrigerators, causing leaks. Because the Tube-Drains failed, are failing, and are unreliable, Plaintiff and the Class have faced and are facing costs associated with replacing the Tube-Drains as well as any damage caused by the leaks.
  - 7. Defendants designed, created and chose product materials for, designed instructions for, caused the manufacture of, and sold Whirlpool, Maytag and other refrigerator-freezer appliances equipped with the subject Tube-Drains, including Plaintiff's refrigerator-freezer.

- 8. Defendants DOES 1 through 25 inclusive participated in or controlled the design, sale, manufacture, and distribution of said Tube-Drains and/or are Defendants' alter egos. Plaintiff is ignorant of the true names and/or capacities of DOES 1 through 25 and will seek leave to name them in this case if and when Plaintiff ascertains their names and capacities.
- 9. Defendants DOES 26 through 50 inclusive are manufacturers and distributors of Tube-Drains sold and distributed in California. Plaintiff is ignorant of the true names and/or capacities of DOES 26 through 50 and will seek leave to name them in this case if and when Plaintiff ascertains their names and capacities.
- 10. The true names and capacities of Defendants DOES 1 through 50 are unknown to Plaintiff, and Plaintiff will seek leave of court to amend this complaint to allege such names and capacities as soon as they are ascertained. Each of the Defendants herein was the agent, joint venturer, or employee of each of the remaining Defendants, and in doing the things hereinafter alleged, each was acting in the course and scope of said agency, employment or joint venture with advance knowledge of, acquiescence in or subsequent ratification of the acts of each and

every other remaining defendant. Each of Defendants 1 through 50 is responsible, legally, negligently or in some other actionable manner, for the events and 2 3 happenings hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiff and the Class as hereinafter alleged, either through co-4 defendants' conduct or through the authorized and/or ratified conduct of its agents, 5 servants or employees or in some other manner. 6 Maytag, Whirlpool, DOES 1 through 25, and DOES 26 through 50 are 7 11. 8 collectively referred to herein as "Defendants." JURISDICTION AND VENUE 10 This Court has jurisdiction over this action pursuant to California Code 12. of Civil Procedure § 410.10. Plaintiff seeks damages on behalf of herself and the Class under the laws of the State of California. Venue is proper in this Court pursuant to California Code of Civil 14 Procedure section 392 because Plaintiff resides in this County and pursuant to section 393 because some portion of the causes of action arose in this County. 16

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## CLASS ACTION ALLEGATIONS

- Plaintiff brings this case as a class action pursuant to California Code 14. of Civil Procedure § 382 and on behalf of a class defined as follows ("the Class"): All individuals and entities in the State of California who purchased and/or owned Whirlpool-manufactured refrigeratorfreezer appliances equipped with tube drain parts numbered W10210987, W10210988, W10309238, W10344401, W10344402, W10604169, W10585186, W10588598, PS8691807, and/or 2887289.
- 15. Exclusions from the Class. Plaintiff specifically excludes from the Class all Defendants, Defendants' subsidiaries or affiliates, entities in which any

Defendant has a controlling interest, and any and all of Defendants' employees, affiliates, legal representatives, successors or assignees. Plaintiff also excludes from the Class any judicial officers assigned to this case and their immediate family members.

- 16. Ascertainability. Plaintiff brings this action on behalf of herself and on behalf the Class, which is comprised of members identified by the class definition.
- 17. Numerosity. The members of the Class are so numerous that their joinder would be impracticable, and disposition of their claims in a class action rather than in individual actions would benefit the parties and the courts.
- 18. Means for Identification. Reasonably available means of identifying class members (at the appropriate time following class certification) exist. Class Members are "consumers" within the meaning of California Civil Code section 1761(d).
- 19. Community of Interest Commonality. There is a well-defined community of interest amongst the members of the Class in the questions of law. Questions of fact and law predominate and include but are not limited to the following:
  - Whether the Tube Drains are defective;
  - Whether the Tube Drains have an impeded useful life;
  - Whether the Tube Drains serve their intended purposes, including their intended purpose of adequately draining water from refrigeratorfreezer interiors during defrost cycles;
  - Whether the Tube Drains impede the useful lives of the Class Refrigerators;
  - Whether the Tube Drains cause damage to other components in Plaintiff's and the Class' homes;
  - Whether Defendants had a duty to disclose the defective nature of the

Tube Drains;

- Whether Defendants are responsible for the costs and expenses of repairing and replacing the defective Tube Drains, including applicable labor costs;
- Plaintiff's and the Class' damages;
- Whether Defendants breached the implied warranty of merchantability pursuant to the Song-Beverly Act;
- Whether Defendants breached their express warranties; and
- Whether Defendants engaged in unfair, unlawful, and fraudulent acts.
- 20. Community of Interest Typicality. The named Plaintiff's claims are typical of those of the Class.
- 21. Community of Interest Adequacy of Class Representatives. The named Plaintiff can fairly and adequately represent the Class because she is a Class Member, has claims that are typical of the Class, and there is no reason why she cannot adequately represent the Class.
- 22. Community of Interest Adequacy of Counsel. Counsel for Plaintiff are competent, qualified, and experienced in large class actions, multiparty complex cases and product defect cases, and there is no reason why they cannot adequately represent the Class.
- 23. Impracticability of Joinder. Joinder of the unnamed Class Members on an individual basis would be impracticable in light of their number and their locations throughout the State of California.
- 24. No Better Remedy. There is no plain, speedy, or adequate remedy other than by maintenance of this Class since the damage to each victim is relatively small, making it economically infeasible to pursue lawful remedies other than by a class action. The Class would be superior to individualized actions for the fair and efficient adjudication of this controversy.
  - 25. No Individualized Defenses. There are no predominately unique or

 individualized defenses anticipated in this action that might be asserted against Plaintiff individually, as distinguished from the Class.

26. Fees. Plaintiff has incurred and, during the pendency of this action, will incur expenses for attorneys' fees and costs herein. Such attorneys' fees and costs are necessary for the prosecution of this action and will result in a benefit to the Class. This action will result in the enforcement of important rights supported by strong public policy affecting the public interest, conferring a significant benefit to the general public and a large class of persons.

#### **FACTUAL ALLEGATIONS**

- 27. Exhibit 1 to this Complaint lists the refrigerator-freezer models that were designed, manufactured, sold, and/or distributed with defective Tube Drains and purchased by Plaintiff and the Class Members. Defendants are in possession of part numbers, UPCs, descriptions, and/or representations of additional defective Tube Drains that Plaintiff may use to supplement the list of defective Tube Drains in an amendment to this Complaint.
- 28. The Tube Drains described herein were installed in Plaintiff's combination refrigerator-freezer, purchased in California, as part of its original design and manufacture.
- 29. The Tube Drains are defective in that they become clogged, have impeded flow, have a blocked grommet, and/or have an impeded useful life. The Tube Drains also damage and impede the useful life of other components in Plaintiffs' refrigerator-freezers and home, including but not limited to the evaporator coils, panels, and/or home interior near and around the leaking refrigerator-freezer.
- 30. The Tube Drains fail in performing their intended purposes as a result of their defects. The Tube Drain defects also cause other components in Plaintiffs' refrigerator-freezers, including but not limited to its evaporator coils, interior and

exterior panels, and/or defrost function, to fail their intended purposes.

- 31. Defendants knew, or should have known, that the Tube Drains are defective such that the opening of the grommet sticks closed, impeding water flow through the Tube Drain and causing water to accumulate, freeze, and/or leak to other areas of the refrigerator-freezer and/or outside of the refrigerator-freezer, and/or have an impeded useful life. Defendants also knew, or should have known, that the Tube Drains damage and impede the useful life of other components in the Class Refrigerators, including but not limited to evaporator coils, interior and exterior panels, and/or defrost function.
- 32. On information and belief, hundreds of purchasers of Class Refrigerators equipped with Tube Drains have experienced problems with their refrigerator-freezers. Defendants knew about the Tube Drain defect through sources not available to consumers, early consumer complaints about leaks caused by the Tube Drains to Defendants, including warranty reimbursement requests and repair orders, testing conducted in response to complaints and repair orders, replacement part sales data, and consumer complaints on internet forums, among other internal sources of aggregate information about the problem. Complaints about water leaking and ice forming in bottom panels have appeared online since at least 2005.
- 33. The existence of the Tube Drain defect is a material fact that a reasonable consumer would consider when deciding whether to purchase a refrigerator-freezer equipped with the Tube Drain. Had Plaintiff and other Class Members known that the Class Refrigerators were equipped with defective Tube Drains, they would not have purchased said refrigerator-freezers or would have paid less for them.
- 34. Consumers, like Plaintiffs, reasonably expect that a refrigeratorfreezer's component parts, including the Tube Drains, are free of defects and will function in a manner that will not cause damage. Plaintiff and Class Members

further reasonably expect that Defendants will not manufacture, market, distribute, and/or sell refrigerator-freezers with known defects, such as the defective Tube Drains, and will disclose any such defects when known.

- 35. Plaintiff has suffered and/or has been in danger of suffering injury and/or significant property damage due to the defective Tube Drain.
- 36. The repairs for the damages caused by the defective Tube Drains are significant.

# FIRST CAUSE OF ACTION STRICT LIABILITY: FAILURE TO WARN

- 37. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- 38. Defendants manufactured, distributed, and/or sold the Tube Drains as component parts of the Class Refrigerators.
- 39. The Tube Drains were defective due to inadequate warnings or instruction for use, both prior to marketing and post-marketing.
- 40. The Tube Drains had risks that were known or knowable in light of the scientific knowledge that was generally accepted at the time of manufacture, distribution, and/or sale.
- 41. The risks in the Tube Drains presented a substantial danger when the Tube Drains were used or misused in an intended or reasonably foreseeable way.
  - 42. Ordinary consumers would not have recognized the potential risks.
- Defendants knew or should have known that the Tube Drains created significant risks to consumers.
  - 44. Defendants failed to adequately warn consumers of such risks.
- 45. Because of Defendants' failure to provide adequate warnings with their products, the Class Refrigerators were purchased, equipped with the Tube Drains, for use in Plaintiff's and Class Members' homes after Defendants

 manufactured, designed, sold, supplied, marketed or otherwise introduced them into the stream of commerce.

- 46. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 47. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 48. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

## SECOND CAUSE OF ACTION

## STRICT LIABILITY: MANUFACTURING DEFECT

- 49. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- Defendants manufactured, distributed, and/or sold the Tube Drains as component parts of the Class Refrigerators.
- 51. The Tube Drains contained a manufacturing defect when they left Defendants' possession.
- 52. The Tube Drains had risks that were known or knowable in light of the scientific knowledge that was generally accepted at the time of manufacture, distribution, and/or sale.
- 53. The risks in the Tube Drains presented a substantial danger when the Tube Drains were used or misused in an intended or reasonably foreseeable way.
  - 54. Ordinary consumers would not have recognized the potential risks.

- 55. Defendants knew or should have known that the Tube Drains created significant risks to consumers.
- 56. The Class Refrigerators equipped with the Tube Drains were purchased for use in Plaintiff's and the Class' homes after Defendants manufactured, designed, sold, supplied, marketed or otherwise introduced them into the stream of commerce.
- 57. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 58. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 59. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

# THIRD CAUSE OF ACTION STRICT LIABILITY: DESIGN DEFECT

- 60. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- Defendants manufactured, distributed, and/or sold the Class
   Refrigerators equipped with the Tube Drains.
- 62. The Tube Drains contained a design defect when they left Defendants' possession.
- 63. The Tube Drains had risks that were known or knowable in light of the scientific knowledge that was generally accepted at the time of manufacture,

distribution, and/or sale.

- 64. The risks in the Tube Drains presented a substantial danger when the Class Refrigerators were used or misused in an intended or reasonably foreseeable way.
  - 65. Ordinary consumers would not have recognized the potential risks.
- 66. Defendants knew or should have known that the Tube Drains created significant risks to consumers.
- 67. Tube Drains were purchased as component parts for use in the Class Refrigerators after Defendants manufactured, designed, sold, supplied, marketed or otherwise introduced them into the stream of commerce.
- 68. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 69. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 70. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

# FOURTH CAUSE OF ACTION

### NEGLIGENCE

- 71. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- 72. Defendants had a duty to exercise reasonable care in the design, formulation, testing, manufacture, labeling, marketing, sale and/or distribution of

 the Class Refrigerators equipped with the Tube Drains.

- 73. Defendants were negligent and failed to exercise reasonable care in the design, formulation, manufacture, sale, testing, marketing, or distribution of the Class Refrigerators equipped with Tube Drains in that they knew or should have known that their products could cause significant harm.
- 74. Despite the fact that Defendants knew or should have known that their products posed a serious risk of harm to consumers, Defendants unreasonably continued to manufacture and market their products, and failed to exercise reasonable care with respect to post-sale warnings and instructions for safe use.
- 75. At all relevant times, it was foreseeable to Defendants that homeowners like Plaintiff and the Class would suffer damages as a result of Defendants' failure to exercise ordinary care as described above.
- 76. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 77. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 78. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

# FIFTH CAUSE OF ACTION BREACH OF EXPRESS WARRANTY

(Against All Defendants by Plaintiff and the Class)

79. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.

- 80. Defendants made express warranties concerning the Tube Drains, including but not limited to warranties in their sales materials and website that Defendants' products are warranted to be free of defects in material, manufacturing and design and that the Tube Drains are designed to enable drainage of water evaporated from freezer evaporator coils during automatic defrost cycles.
- 81. Defendants intended that their express warranties extend to and would benefit purchasers of the Class Refrigerators, including but not limited to, warranting that the Tube Drains were free of defects such that they would properly perform as intended.
- 82. Plaintiff and the Class purchased refrigerator-freezers containing the Tube Drains.
  - 83. Defendants breached their warranties concerning the Tube Drains.
- 84. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 85. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 86. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

# SIXTH CAUSE OF ACTION BREACH OF IMPLIED WARRANTY OF FITNESS

(Against All Defendants by Plaintiff and the Class)

87. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.

- 88. Defendants made implied warranties concerning the Tube Drains, including but not limited to the warranty of fitness.
- 89. Defendants intended that their implied warranties were extended to and would benefit purchasers of the Class Refrigerators, including but not limited to, warranting that the Tube Drains were free of defects such that they would properly perform as intended.
- Plaintiff and the Class purchased Class Refrigerators equipped with Tube Drains.
- 91. At the time the Class Refrigerators were purchased, Defendants knew or had reason to know that Class Refrigerators containing Tube Drains would be used for a particular purpose in Plaintiff's and the Class' homes and that purchasers and/or installers would justifiably rely on Defendants' skill and judgment in selecting, providing and/or furnishing Tube Drains suitable for that particular purpose.
  - 92. The Tube Drains were not suitable for the particular purpose.
- 93. Defendants breached their implied warranty of fitness concerning the Tube Drains used in the Class Refrigerators.
- 94. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 95. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 96. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class Members, so as to constitute oppression, fraud, or malice under the law.

#### SEVENTH CAUSE OF ACTION

# BREACH OF IMPLIED WARRANTY PURSUANT TO SONG-BEVERLY CONSUMER WARRANTY ACT, CALIFORNIA CIVIL CODE §§ 1791.1 and 1792, et seq.

- 97. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of the complaint as though fully set forth herein.
- 98. Defendants were at all relevant times the manufacturers, distributors, warrantors, and/or sellers of Class Refrigerators equipped with the Tube Drains. Defendants knew or had reason to know of the specific use for which the Class Refrigerators were purchased, and Defendants made implied warranties concerning the Tube Drains, including but not limited to the warranty of fitness.
- 99. Defendants intended that their implied warranties were extended to and would benefit purchasers of the Class Refrigerators, including but not limited to, warranting that the Tube Drains were free of defects such that they would properly perform as intended.
- 100. Plaintiff and the Class purchased Class Refrigerators equipped with Tube Drains.
- 101. At the time the Class Refrigerators were purchased, Defendants knew or had reason to know that Class Refrigerators containing Tube Drains would be used for a particular purpose in Plaintiff's and the Class' homes and that purchasers and/or installers would justifiably rely on Defendants' skill and judgment in selecting, providing and/or furnishing Tube Drains suitable for that particular purpose.
- 102. Defendants impliedly warranted that the Class Refrigerators, including the Tube Drains and other component parts, were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things, (a) a warranty that the Tube Drains were reliable,

and (b) a warranty that the Tube Drains would be fit for their intended use while 1 the Class Refrigerators were operating. 2 103. Contrary to the implied warranties, the Tube Drains are not fit for 3 their particular purposes because the Tube Drains suffered from an inherent, latent 4 defect at the time of sale and thereafter are not fit for their intended purpose. Said 5 defects include but are not limited to the defective design and manufacture of the 6 Tube Drains. 7 8 104. Defendants breached their implied warranty of fitness concerning the Tube Drains used in the Class Refrigerators, and the breach occurred at the time the Class Refrigerators were sold. 10 105. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future. In addition, Plaintiff and the Class are harmed and suffered actual damages in that the Tube Drains are substantially certain to fail before their expected useful life has run. 106. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses. 107. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law. 108. Defendants' actions, as complained of herein, breached the implied warranty that Defendants' Tube Drains were of merchantable quality and fit for such use in violation of California Civil Code sections 1791.1 and 1792.

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### EIGHTH CAUSE OF ACTION

## BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

- 109. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- 110. Defendants made implied warranties concerning the Tube Drains, including but not limited to the warranty of merchantability.
- 111. Defendants intended that their implied warranties were extended to and would benefit purchasers of the Class Refrigerators equipped with the Tube Drains.
- 112. Plaintiff and the Class purchased Class Refrigerators containing Tube
- 113. At the time the Class Refrigerators were purchased, Defendants knew or had reason to know that Class Refrigerators containing Tube Drains would be used for a particular purpose in Plaintiff's and the Class' homes and that purchasers and/or installers would justifiably rely on Defendants' skill and judgment in selecting, providing and/or furnishing Tube Drains suitable for that particular purpose.
- 114. At the time the Class Refrigerators were purchased, Defendants also knew or had reason to know that purchasers and/or installers would justifiably believe that they were of the same quality as those generally acceptable in the trade, were fit for the ordinary purposes for which such goods are used, were adequately contained, packaged, and labeled, had adequate instructions, and/or measured up to the promises or facts stated about the product.
- 115. The Tube Drains were not suitable for the particular purpose, and they were not of the same quality as those generally acceptable in the trade, were not fit for the ordinary purposes for which such goods are used, were not adequately contained, packaged, and labeled, had inadequate instructions, and/or did not

measure up to the promises or facts stated about the product.

- 116. Defendants breached their implied warranty of merchantability concerning the Tube Drains.
- 117. Plaintiff and the Class suffered harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.
- 118. Defendants' misconduct was a substantial factor in causing and proximately caused Plaintiff's and the Class' harm, damages and economic losses.
- 119. Defendants' conduct was gross, reckless, and in bad faith or willful disregard of the rights and interest of Plaintiff and the Class. Defendants acted intentionally, maliciously, and oppressively, with a willful and conscious disregard of the rights of Plaintiff and the Class, so as to constitute oppression, fraud, or malice under the law.

#### NINTH CAUSE OF ACTION

## VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.

- 120. Plaintiff and the Class hereby reallege and incorporate by reference all previous paragraphs of this complaint as though fully set forth herein.
- 121. Defendants engaged in unlawful, fraudulent, and unfair business practices.
- 122. Defendants' misconduct constituted unlawful business acts or practices within the meaning of California Business & Professions Code § 17200 et seq.
- 123. Plaintiff and the Class suffered actual harm, damages and economic losses, and Plaintiff and the Class will continue to suffer such harm, damages and economic loss in the future.

DEMAND FOR JURY TRIAL Plaintiff, on behalf of herself and the Class, hereby demands a jury trial for all issues so triable. Dated: November 13, 2015 KASDAN LIPPSMITH WEBER TURNER LLP By: Kenneth S. Kasdan Graham B. LippSmith Celene S. Chan Jaclyn L. Anderson Attorneys for Plaintiff and the Class 

COMPLAINT AND DEMAND FOR HIDY TRIAL

# EXHIBIT 1

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A Supersedes W10632338 November, 2013

☑ Refrigeration Products

Action Required: Informational/Mandatory

**Brands Affected** 



KIECHONALO

**図**JENN-AIR

MAYTAG'

Amana

## Amana, Jenn-Air, KitchenAid, Maytag And Whirlpool Refrigerators

Models:

See attached pages.

Serial Numbers: Prior to K333

#### Concern:

Ice build up on bottom of freezer. Defrost water does not drain. Duck bill check valve plugged.

Clean the drip pan drain tube.

#### Correction:

A "P Trap" drain tube kit is now available for the models listed on the attached sheets. If the new design "P Trap", see figure 1, has not already been installed, Order and install kit part number W10619951. Follow the detailed instructions supplied with the kit including:

Defrost the evaporator and drip pan completely.

Figure 1

Note: Whirlpool will pay for repair parts and labor to perform this repair up to 2 years from the Date of Purchase. Whirlpool will supply repair parts through the normal Parts distribution channel at no cost to the consumer for this repair on all units that are beyond 2 years from the date of purchase. Charge the repair parts and labor related to this repair to Special project \$38211 utilizing the current warranty billing system.

ALL POINTERS ONLINE: https://www.servicematters.com/

To receive pointers by email, or to edit or delete a current email address, go to https://www.servicebench.com/

☐ Page 1

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A Supersedes W10632338 November, 2013 ☑ Refrigeration Products

Action Required: Informational/Mandatory

### Models/Modèles/Modelos:

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## For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A Supersedes W10632338 November, 2013 
☑ Refrigeration Products

Action Required: Informational/Mandatory

GB2FHDXWS05, GB2FHDXWS06, GB2FHDXWS07, GB2FHDXWS08, GB2SHDXTB02, GB2SHDXTB03, GB2SHDXTD01, GB2SHDXTD02, GB2SHDXTQ02, GB2SHDXTQ03, GB2SHDXTS02, GB2SHDXTS03, GB2SHDXTS04, GB2SHTXTB02, GB2SHTXTB03, GB2SHTXTQ02, GB2SHTXTQ03, GB2SHTXTS02, GB2SHTXTS03, GB2SHTXTS04, GB2SHTXTS05, GB5525PEAS1, GB5525PEAS2, GB5525PEAS3, GB5525PEAS4, GB5525PEAS5, GB5525PEAW1, GB5525PEAW2, GB5525PEAW3, GB5526FEAS1, GB5526FEAS2, GB5526FEAS3, GB5526FEAS4, GB5526FEAS5, GB5526FEAW1, GB5526FEAW2, GB5526FEAW3, GB6525PEAS1, GB6525PEAS2, GB6525PEAS3, GB6525PEAS4, GB6525PEAS5, GB6525PEAW1, GB6525PEAW2, GB6525PEAW3, GB6526FEAS1, GB6526FEAS2, GB6526FEAS3, GB6526FEAS4, GB6526FEAS5, GB6526FEAW1, GB6526FEAW2, GB6526FEAW3, GB9FHDXWB00, GB9FHDXWB01, GB9FHDXWB02, GB9FHDXWB03, GB9FHDXWB04, GB9FHDXWB05, GB9FHDXWB06, GB9FHDXWD01, GB9FHDXWQ00, GB9FHDXWQ01, GB9FHDXWQ02, GB9FHDXWQ03, GB9FHDXWQ04, GB9FHDXWQ05, GB9FHDXWQ06, GB9FHDXWS01. 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## For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A Supersedes W10632338 November, 2013 
☑ Refrigeration Products

Action Required: Informational/Mandatory

JBL2088WEM0, JBL2088WEM1, JBL2286KES3, JBR2088HES4, JBR2088HES5, JBR2088WEM0, JBR2088WEM1, JBR2286KES3, JFC2089HEP4, JFC2089HEP5, JFC2089HEP6, JFC2089HES4, JFC2089HES5, JFC2089HES6, JFC2089HPF3, JFC2089HPF4, JFC2089HPR2, JFC2089HPR3, JFC2089HPY3, JFC2089HPY4, JFC2089HTB3, JFC2089HTB4, JFC2089HTW3, JFC2089HTW4, JFC2089WEM0, JFC2089WEM1, JFC2089WEM1, JFC2089WEM2, JFC2089WEM3, JFC2089WEM4, JFC2089WEM5, JFC2089WEM6, JFC2089WEM7, JFC2089WEM9, JFC2089WEP0, JFC2089WEP1, JFC2089WEP1, JFC2089WEP2, JFC2089WEP3, JFC2089WEP4, JFC2089WEP5, JFC2089WEP6, JFC2089WEP7, JFC2089WEP9, JFC2089WTB0, JFC2089WTB1, JFC2089WTB2, JFC2089WTB3, JFC2089WTB4, JFC2089WTB5, JFC2089WTB7, JFC2089WTB9, JFC2089WTW0, JFC2089WTW1, JFC2089WTW2, JFC2290VEM1, JFC2290VEM2, JFC2290VEM3, JFC2290VEM4, JFC2290VEM5, JFC2290VEM6, JFC2290VEM7, JFC2290VEM8, JFC2290VEP1, JFC2290VEP2, JFC2290VEP3, JFC2290VEP4, JFC2290VEP5, JFC2290VEP6, JFC2290VEP7, JFC2290VEP8, JFC2290VPF1, JFC2290VPF2, JFC2290VPF3 JFC2290VPF4, JFC2290VPF5, JFC2290VPR0, 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## For Immediate Attention of Your Service Department

Technical Service Pointer #: W10632338A Supersedes W10632338 November, 2013 ☑ Refrigeration Products

Action Required: Informational/Mandatory

MBB1953XEW0, MBB1953XEW1, MBB1953XEW2, MBB1953XEW3, MBB1957VEB1, MBB1957VEB2, MBB1957VEW1, MBB1957VEW2, MBB1957WEB0, MBB1957WEB1, MBB1957WEB2, MBB1957WEB3, MBB1957WEW0, MBB1957WEW1, MBB1957WEW2, MBB1957WEW3, MBF1952VEW1, MBF1953YEB0, MBF1953YEB2, MBF1953YEB3, MBF1953YEB4, MBF1953YEW0, MBF1953YEW2, MBF1953YEW3, MBF1953YEW4, MBF1956KEB2, MBF1956KEB3, MBF1956KEB4, MBF1956KEQ2, MBF1956KEQ3, MBF1956KEQ4, MBF1956KEW2, MBF1956KEW3, MBF1956KEW4, MBF1958WEB0, MBF1958XEB5, MBF1958XES5, MBF1958XEW5, MBF2256KEB2, MBF2256KEB3, MBF2256KEQ2, MBF2256KEQ3, MBF2256KEW2, MBF2256KEW3, MBF2258WEB0, MBF2258WEB1, MBF2258WES0, MBF2258WES1, MBF2258WES2, MBF2258WES3, MBF2258WEW0, MBF2258WEW1, MBF2258XEB0, MBF2258XEB1, MBF2258XEB3, MBF2258XEB4, MBF2258XEB5, MBF2258XEQ0, MBF2258XEQ1, MBF2258XEW0, MBF2258XEW1, MBF2258XEW3, MBF2258XEW4, MBF2258XEW5, MBF2556KEB3, MBF2556KEQ3, MBF2556KEW3, MBL1953XES3, MBL1956KES6, MBL1956KES7, MBL1957VES1, MBL1957VES2, MBL1957VES3, MBL1957VES4, MBL1957VES5, MBL1957WES0, MBL1957WES1, MBL1957WES2, MBL1957WES3, MBL2256KES3, MBL2256KES4, MBL2256KES6, MBL2258XES0, MBL2258XES1, MBL2258XES3, MBL2258XES4, MBL2258XES5, MBL2556KES4, MBL2556KES5, MBR1952KES3, MBR1953WES1, MBR1953WES2, MBR1953WES3, MBR1953WES4, MBR1953XES0, MBR1953XES1, MBR1953XES2, MBR1953XES3, MBR1953YES0, MBR1953YES2, MBR1953YES3, MBR1953YES4, MBR1956KES3, MBR1956KES4, MBR1956KES5, MBR1956KES6, MBR1956KES7, MBR1957VES1, MBR1957VES2, MBR1957VES3, MBR1957VES4, MBR1957VES5, MBR1957WES0, MBR1957WES1, MBR1957WES2, MBR1957WES3, MBR2256KES3, MBR2256KES4, MBR2256KES6, MBR2258XES0, MBR2258XES1, MBR2258XES3, MBR2258XES4, MBR2258XES5, MBR2556KES4, MBR2556KES4, MBR2556KES5, MFC2061HEB4, MFC2061HEB5, MFC2061HEW4, MFC2061HEW5, MFC2061KES10, MFC2061KES14, MFC2061KES3, MFC2061KES4, MFC2061KES5, MFC2061KES6, MFC2061KES7, MFC2061KES8, MFC2061KES9, MFD2562VEA1, MFD2562VEA2, MFD2562VEB1, MFD2562VEB3, MFD2562VEB4, MFD2562VEB5, MFD2562VEB6, MFD2562VEB9, MFD2562VEM1, MFD2562VEM11, MFD2562VEM2, MFD2562VEM3, MFD2562VEM4, MFD2562VEM5, MFD2562VEM6, MFD2562VEM7, MFD2562VEM8, MFD2562VEM9, MFD2562VEW1, MFD2562VEW2, MFD2562VEW3, MFD2562VEW4, MFD2562VEW5, MFD2562VEW6, MFD2562VEW8, MFF2258VEA10, MFF2258VEA2, MFF2258VEB10, MFF2258VEB2, MFF2258VEB3, MFF2258VEB4, MFF2258VEB5, MFF2258VEB6, MFF2258VEB7, MFF2258VEB8, MFF2258VEM2, MFF2258VEM3, MFF2258VEM4, MFF2258VEM5, MFF2258VEM6, MFF2258VEM7, MFF2258VEM8, MFF2258VEM9, MFF2258VEW10, MFF2258VEW2, MFF2258VEW3, MFF2258VEW4, MFF2258VEW5, MFF2258VEW6, MFF2258VEW7, MFF2558VEA1, MFF2558VEA2, MFF2558VEB1, MFF2558VEB3, MFF2558VEB4, MFF2558VEB5, MFF2558VEB6, MFF2558VEB7, MFF2558VEB8, MFF2558VEM1, MFF2558VEM10, MFF2558VEM2, MFF2558VEM3, MFF2558VEM4, MFF2558VEM5, MFF2558VEM6, MFF2558VEM9, MFF2558VEQ1, MFF2558VEQ2, MFF2558VEW1, MFF2558VEW2, MFF2558VEW3, MFF2558VEW4, MFF2558VEW5, MFF2558VEW6, MFF2558VEW7, MFI2067AEB4, MFI2067AEB5, MFI2067AEQ4, MFI2067AES10, MFI2067AES11, MFI2067AES4, MFI2067AES5, MFI2067AES6, MFI2067AES7, MFI2067AES8, MFI2067AES9, MFI2067AEW4, MFI2269VEA1, MFI2269VEB1, MFI2269VEB2, MFI2269VEB3, MFI2269VEB4, MFI2269VEB5, MFI2269VEB6, MFI2269VEB7, MFI2269VEB8, MFI2269VEB9, MFI2269VEM1, MFI2269VEM11, MFI2269VEM2, MFI2269VEM3, MFI2269VEM4, MFI2269VEM5. MFI2269VEM6, MFI2269VEM7, MFI2269VEM8, MFI2269VEM9, MFI2269VEQ1, MFI2269VEQ2, MFI2269VEQ3, MFI2269VEQ4, MFI2269VEQ5, MFI2269VEQ7, MFI2269VEQ8, MFI2269VEW1, MFI2269VEW2, MFI2269VEW3, MFI2269VEW4, MFI2269VEW5, MFI2269VEW7, MFI2269VEW8, MFI2569VEA1, MFI2569VEA2, MFI2569VEB1, MFI2569VEB2, MFI2569VEB3, MFI2569VEB4, MFI2569VEM1, MFI2569VEM2, MFI2569VEM3, MFI2569VEM4, MFI2569VEQ1, MFI2569VEQ2, MFI2569VEW1, MFI2569VEW2, MFI2569YEB0, MFI2569YEB1, MFI2569YEB2, MFI2569YEM0, MFI2569YEM1, MFI2569YEM2, MFI2569YEW0, MFI2569YEW1, MFI2569YEW2, MFI2665XEB0, MFI2665XEB1, MFI2665XEB2, MFI2665XEB3, MFI2665XEB4, MFI2665XEB5, MFI2665XEB6, MFI26 MFI2665XEB7, MFI2665XEM0, MFI2665XEM1, MFI2665XEM2, MFI2665XEM3, MFI2665XEM4, MFI2665XEM5, MFI2665XEM6, MFI2665XEM7, MFI2665XEM8, MFI2665XEW0, MFI2665XEW1, MFI2665XEW2, MFI2665XEW3, MFI2665XEW4, MFI2665XEW5, MFI2665XEW6, MFI2665XEW7, MFI2670XEB0, MFI2670XEB1, MFI2670XEB2, MFI2670XEB3, MFI2670XEB4, MFI2670XEB5, MFI2670XEB6, MFI2670XEB8, MFI2670XEB9, MFI2670XEM0, MFI2670XEM1, MFI2670XEM10, MFI2670XEM2, MFI2670XEM3, MFI2670XEM4, MFI2670XEM5, MFI2670XEM6, MFI2670XEM7, MFI2670XEM9, MFI2670XEW0, MFI2670XEW1, MFI2670XEW2, MFI2670XEW3, MFI2670XEW4, MFI2670XEW5, MFI2670XEW6, MFI2670XEW8, MFI2670XEW9, MFT2771WEB0, MFT2771WEB1, MFT2771WEM0, MFT2771WEM1, MFT2771WEM2, MFT2771WEM3, MFT2771WEW0, MFT2771WEW1, MFT2771XEB0, MFT2771XEB1, MFT2771XEM0, MFT2771XEM1, MFT2771XEW0, MFT2771XEW1, MFX2570AEB0, MFX2570AEB3, MFX2570AEB4, MFX2570AEB5, MFX2570AEM0, MFX2570AEM3, MFX2570AEM4, MFX2570AEM5, MFX2570AEW0, MFX2570AEW3, MFX2570AEW4, MFX2570AEW5, MFX2570XEB0, MFX2571XEB0, MFX2571XEB1, WRX735SDBM00

ATTACHMENT CV-5012

### CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara 191 N. First St., San Jose, CA 95113 CASE NUMBER: 1 15 C V 28 8 0 8 5

## PLEASE READ THIS ENTIRE FORM

<u>PLAINTIFF</u> (the person suing): Within 60 days after filling the lawsuit, you must serve each Defendant with the Comptaint, Summons, an Atternative Dispute Resolution (ADR) Information Sheet, and a copy of this Civil Lawsuit Notice, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

- You must file a written response to the Complaint, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the Summons and Complaint;
- You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
- 3. You must attend the first Case Management Conference. .

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (403-852-2900 x-2926), www.scselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: <a href="www.courtinfo.ca.gov/jorms">www.courtinfo.ca.gov/jorms</a> and <a href="www.courtinfo.ca.gov/jorms">www.courtinfo.ca.gov/jorms</a> and <a href="www.courtinfo.ca.gov/jorms">www.courtinfo.ca.gov/jorms</a> and <a href="www.courtinfo.ca.gov/jorms">www.courtinfo.ca.gov/jorms</a>
- Local Rules and Forms: <a href="http://www.socsuceriorcourt.org/civil/rule1toc.htm">http://www.socsuceriorcourt.org/civil/rule1toc.htm</a>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a Case Management Statement (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone - see Local Civil Rule 8.

our Case Management Judge is: Peter Kirwan		Department: 1
he 1s CMC is scheduled for: (Completed by Clerk of Court)		19
Date: 3 [1] 110	Tima: 10:00	Dam in Department: 1
he next CMC is scheduled for: (Completed by party if the 1st	CMC was continu	ued or has passed)
Date:	Time:	in Department:

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed ADR Stipulation Form (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at <a href="https://www.sccsuperiorcourt.org/civil/ADR/">www.sccsuperiorcourt.org/civil/ADR/</a> or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

## SANTA CLARA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

#### What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

#### What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while fitigation can take years.
- ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead
  of focusing exclusively on legal rights.
- ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial abnosphere of littgation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

#### What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

#### Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved ......
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an Informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

#### Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are Interested in an injunction, consent decree, or other form of equitable relief

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Arbitration is a less formal process than a trial, with no jury. The arbitrator nears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitration's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness lestimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would he helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute:

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may

eccept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a the state of the section of the state of the section of the sectio resolution. Till he

#### What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment, health care; housing; insurance; intellectual property; labor, landlord/lenant, media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:
Santa Clara County Superior Court
ADR Administrator
408-882-2530

408-882-2530

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# JS 44 (Rev. 12/12) cand rev (1/15/13) Case 5:15-cv-05764-HRL Document 1-3 Filed 12/16/15 Page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Julie Corzine				DEFENDANTS Maytag Corporation	n, Whirlpod	ol Corporation	ı			
(b) County of Residence of First Listed Plaintiff Santa Clara (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant  (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name, A Kasdan Lippsmith Weber 500 S. Grand Avenue, Su	Turner LLP (213) 25	4-4800		Attorneys (If Known) Glynn & Finley, LLF Suite 500, Walnut (				gle Ave	nue,	
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)		TIZENSHIP OF PI	RINCIPA	L PARTIES		-		
☐ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government)	Not a Party)		(For Diversity Cases Only) PT en of This State		Incorporated or Pri of Business In T	incipal Place	PTF I	t) DEF □ 4	
☐ 2 U.S. Government Defendant	■ 4 Diversity (Indicate Citizenshi)	ip of Parties in Item III)	Citize	en of Another State	2 🗖 2	Incorporated and P of Business In A		<b>□</b> 5 i	<b>X</b> 5	
IV. NATURE OF SUIT	(Place an "X" in One Box On	(v)		en or Subject of a reign Country	3 🗇 3	Foreign Nation		<b>1</b> 6 (	<b>1</b> 6	
CONTRACT		RTS	FC	DRFEITURE/PENALTY	BANI	KRUPTCY	OTHER ST	ATUTES	,	
<ul> <li>□ 110 Insurance</li> <li>□ 120 Marine</li> <li>□ 130 Miller Act</li> <li>□ 140 Negotiable Instrument</li> <li>□ 150 Recovery of Overpayment &amp; Enforcement of Judgment</li> <li>□ 151 Medicare Act</li> <li>□ 152 Recovery of Defaulted Student Loans</li> </ul>	PERSONAL INJURY  □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel & Slander □ 330 Federal Employers' Liability □ 340 Marine	PERSONAL INJURY  365 Personal Injury - Product Liability  367 Health Care/ Pharmaceutical Personal Injury Product Liability  368 Asbestos Personal Injury Product		25 Drug Related Seizure of Property 21 USC 881 0 Other		rawal SC 157 TY RIGHTS ights	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit		d and	
(Excludes Veterans)  153 Recovery of Overpayment of Veteran's Benefits  160 Stockholders' Suits  190 Other Contract  195 Contract Product Liability  196 Franchise	□ 345 Marine Product Liability □ 350 Motor Vehicle □ 355 Motor Vehicle Product Liability □ 360 Other Personal Injury □ 362 Personal Injury - Medical Malpractice	Liability PERSONAL PROPER  370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	□ 72 □ 74 □ 75	LABOR  0 Fair Labor Standards Act  0 Labor/Management Relations  0 Railway Labor Act  1 Family and Medical Leave Act  10 Other Labor Litigation	□ 861 HIA (1 □ 862 Black	Lung (923) Δ/DIWW (405(g)) Γitle XVI	□ 480 Consumer Credit □ 490 Cable/Sat TV □ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration			
REAL PROPERTY  210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability	CIVIL RIGHTS PRISONER PETITION  □ 440 Other Civil Rights □ 441 Voting □ 442 Employment □ 443 Housing/ Accommodations □ 510 Motions to Vacate Sentence □ 530 General		S □ 79			FEDERAL TAX SUITS  870 Taxes (U.S. Plaintiff or Defendant)  871 IRS—Third Party 26 USC 7609		□ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes		
☐ 290 All Other Real Property	☐ 445 Amer. w/Disabilities - Employment	☐ 445 Amer. w/Disabilities - ☐ 535 Death Penalty		IMMIGRATION 2 Naturalization Application	1					
	□ 446 Amer. w/Disabilities - Other □ 448 Education	☐ 540 Mandamus & Othe ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement		5 Other Immigration Actions						
	moved from 3	Remanded from Appellate Court		stated or	r District	☐ 6 Multidistr Litigation				
VI. CAUSE OF ACTIO	28 U.S.C. 1441 1	453 use:	e filing (I	(specty)) Do not cite jurisdictional stati		ersity):				
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	D	EMAND \$		HECK YES only IRY DEMAND:	if demanded in co	omplaint:	;	
VIII. RELATED CASE IF ANY	(See instructions):	JUDGE			DOCKET	NUMBER				
DATE 12/16/2015 IX. DIVISIONAL ASSIGNMEN	F (Civil I D 3.2)	signature of att /s/ Jonathan A.								
(Place an "X" in One Box Only)	(OTTH ENAN U-M)	SAN FRANCISCO/OAK	KLAND	SAN JOSE E	UREKA					