

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

STACY COSTA, RYAN BUTLER,
MARK GANDARA, NATHANIEL
GUERRERO, DAVID HAYDEN,
PATRICK KEMPF, WALLACE
MCDUFFEY, TIMOTHY
MIDDLEBROOKS, MISSY
ROBINSON, MISTY ROMBACH,
KRISTEN TATA, MELANIE
FIORUCCI, LAMONT KINCAID, and
LESLIE LAMANNA individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

WHIRLPOOL CORPORATION,

Defendant.

Case No. 1:24-cv-00188-MN

**ORDER GRANTING JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Rules 23(a), 23(b)(3), and 23(e), the Parties seek entry of an Order: preliminarily approving the nationwide class action Settlement of this Action in accordance with the Class Action Settlement Agreement and Release dated February 26, 2026 (“Agreement” or “Settlement”), together with the Exhibits annexed thereto, preliminarily certifying the Settlement Class for settlement purposes only; directing notice to the Settlement Class pursuant to the parties’ proposed Notice Plan set forth in the Settlement Agreement; preliminarily appointing Plaintiffs as the Class Representatives for the Settlement Class, Lead Class Counsel and Class Counsel, and the Settlement Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings, and deadlines; and scheduling the Fairness Hearing; and

WHEREAS, by Order dated March 6, 2024, (D.I. 13), proposed Lead Class Counsel were previously appointed by the Court as Interim Lead Class Counsel for the putative nationwide class in this consolidated action pursuant to Rule 23(g); and

WHEREAS, this Court has read and carefully considered the Settlement Agreement and its exhibits, the parties' Joint Motion for Preliminary Approval, Plaintiffs' Brief in support thereof, and the applicable law;

NOW, IT IS HEREBY ORDERED this 3rd day of March 2026 that:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over this Action, Plaintiffs, all Settlement Class Members, Defendant, and any party to any agreement that is part of or related to the Settlement.
3. The Court preliminarily approves the Settlement Agreement, and its terms, as fair reasonable, and adequate under Rules 23(e)(1)(B)(i) and 23(e)(2) of the Federal Rules of Civil Procedure, subject to further consideration at the Fairness Hearing.
4. The Court preliminarily finds that the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strengths, weaknesses, risks, and benefits to each party, and as such, to negotiate the Settlement Agreement that is fair, reasonable, and adequate and reflects those considerations.
5. The Court preliminarily finds that the Settlement Agreement has been reached through experienced counsel following intensive arm's-length negotiation of disputed claims,

including two in-person mediation sessions with the assistance of an experienced third-party neutral mediator, and the that the proposed Settlement is not the result of any collusion.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All persons who purchased (other than for resale) or otherwise obtained in accordance with Section IV.A.1 of the Agreement, a Class Refrigerator for residential use within the United States and its territories from Defendant or its authorized resellers.¹

Excluded from the Settlement Class are (i) officers, directors, and employees of Whirlpool or its parents, subsidiaries, or affiliates, (ii) attorneys appearing in this case and their household members, (iii) insurers of Settlement Class Members, (iv) subrogees or all entities claiming to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Settlement Class Member, (v) issuers or providers of extended warranties or service contracts for Class Refrigerators, and (vi) persons who timely and validly exercise their right to be removed from the Settlement Class, as described below.

7. The Court preliminarily finds, solely for purposes of the Settlement, that the criteria under Rules 23(e)(1)(B)(ii), 23(a), and 23(b)(3) for certification of the Settlement Class are satisfied in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over individual questions; (c) the claims of the Settlement Class

¹ “Class Refrigerators” means side-by-side style Whirlpool-, Maytag-, KitchenAid-, and Jenn-Air-branded refrigerators manufactured by Whirlpool with in-door ice makers and dispensers and bearing the model numbers set out on Settlement Exhibit 2 and within the serial number range HR8180000 - HRA399999.

representatives are typical of the claims of the Settlement Class; (d) the Settlement Class representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. And Rule 23(b)(3) is satisfied because the Class is sufficiently numerous and shares common, predominating questions of fact and law and a class action is superior to other methods of adjudication of the controversy.

8. Pursuant to Rule 23(a)(4) of the Federal Rules of Civil Procedure, and for settlement purposes only, Plaintiffs are preliminarily certified as Class Representatives.

9. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure the Court appoints Timothy N. Mathews, Scott M. Tucker, Zachary P. Beatty, Alex M. Kashurba, and Marissa N. Pembroke of Chimicles Schwartz Kriner & Donaldson-Smith LLP as Lead Class Counsel. Further, the Court appoints Peter Bradford deLeeuw of deLeeuw Law LLC; Daniel C. Levin and Nicholas J. Elia of Levin Sedran & Berman; D. Aaron Rihn and Sara Watkins of Robert Pierce & Associates; and Nicholas Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP as additional Class Counsel.

10. The Court finds, pursuant to Rule 23(e)(1)(B), that giving notice to the class is justified and appropriate because the Court will likely be able to approve the Settlement as fair, reasonable, and adequate, and certify the class for purposes of judgment on the proposed Settlement, pursuant to Rule 23(e)(1)(b)(i) and (ii). In addition, the Court finds, pursuant to Rule 23(e)(2)(A)–(D), that the class representatives and class counsel have adequately represented the class, the Settlement was negotiated at arm's length, the relief provided for the class is adequate, and the proposal herein treats class members equitably relative to each other.

11. Pursuant to Rule 23(c), Angeion Group is hereby appointed to supervise and

administer the Notice Plan as well as the processing of claims as more fully set forth below (“Settlement Administrator”).

12. The Court has carefully reviewed and hereby approves the Parties’ Notice Plan as set forth in the Settlement Agreement. The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions, and the attorneys’ fees and litigation costs and expenses to be sought by Class Counsel:

- a. meet the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)) the United States Constitution (including the Due Process Clause), and the Rules of this Court;
- b. constitute the best notice to Settlement Class Members practicable under the circumstances;
- c. are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of (i) the proposed Settlement of this Action; (ii) their right to exclude themselves from the Settlement Class; (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to appear at the Fairness Hearing, either on their own or through counsel hired at their own expense, if they did not exclude themselves from the Settlement Class; and (v) the binding effect of the proceedings, rulings, orders and judgments in this Action, whether favorable or unfavorable, on all persons not excluded from the Settlement Class; and
- d. are reasonable and constitute due, adequate and sufficient notice to all Persons entitled thereto.

13. The Court further finds that all the notices are written in simple terminology and

are readily understandable by Settlement Class Members. The date and time of the Fairness Hearing shall be included in all notices before they are disseminated. The parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

14. Not later than 21 days after the entry of this Preliminary Approval Order, the Settlement Administrator shall cause the Settlement Website to go live and post on the Settlement Website the Settlement Agreement and exhibits, including the FAQ and Claim Form, substantially in the form of Settlement Exhibits 1 and 3, and a serial number look-up feature for Class Members to determine whether they own a Class Refrigerator.

15. Accordingly, the Court approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

16. The Claim Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including providing notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, implementing and maintaining the Settlement Website, disseminating the notice to Class Members in accordance with the Notice Plan, the processing, review and determination of Valid Claim Forms under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

17. Class Counsel and counsel for Defendant are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are

not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, non-material changes to the form or content of the Summary Notice or FAQ, the Claim Forms, and other exhibits that they jointly agree are reasonable or necessary.

18. Upon application by the parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

19. Any Settlement Class Member who wishes to be excluded from the Settlement Class must send a written Request for Exclusion to the Settlement Administrator to the address provided in the Class Notice and Settlement Website. Any such Request for Exclusion must be postmarked no later than 91 days following entry of this Order. Each Settlement Class Member wishing to be excluded must request from the Settlement Administrator a Request for Exclusion where the Settlement Class Member shall include their name, email address, mailing address, mobile phone number together with the model number and serial number of their Class Refrigerator. To be valid, the Request for Exclusion must include all of the information listed above, must be individually signed by each Settlement Class Member wishing to be excluded and must be submitted to the Settlement Administrator individually. Mass or class opt outs shall not be allowed. If the proposed settlement is approved, any Settlement Class Member who has not submitted a timely-written Request for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation.

20. Any Settlement Class Member who fails to mail a timely and complete Request for

Exclusion to the proper address shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders, and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement.

21. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Class Counsel fees, costs, and expenses and/or Service Awards. To object, the Class Member must file with the Court an objection in writing, stating the basis of the objection 91 after entry of this Order. Objections must also be served on Class Counsel and counsel for Whirlpool by the stated deadline. Any objections must include (i) the Settlement Class Member's full name and current address and telephone number; (ii) the model number and serial number of the Class Refrigerator the Settlement Class Member owns or owned; (iii) a description of all of the Settlement 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. The Court will require only substantial compliance with the foregoing.

22. Settlement 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 Long Form Notice or FAQs, available on the Settlement Website. Only Settlement 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, subject to the Court's discretion.

23. Any Settlement Class Member who does not 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, subject to the Court's discretion to excuse the requirement of filing a written objection upon a showing of good cause.

24. All notices to Class Counsel shall be sent to Lead Class Counsel, c/o:

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

All notices to Defendant shall be sent to counsel for Defendant, c/o:

Andrew M. Unthank
Wheeler Trigg O'Donnell LLP
370 17th Street, Suite 4500
Denver, CO 80202
unthank@wtotrial.com

25. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the litigation as they existed immediately prior to the execution of the Agreement if (i) the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement for any reason. In such event, and except as provided therein, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect; the certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

26. This Order shall be of no force and effect if the Settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs or the Settlement Class Members that their claims lack merit or that the relief requested in the Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses they may have.

27. The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

28. Pending the Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

29. As set forth in the Settlement schedule below, the Fairness Hearing shall be held before this Court on July 9, 2026 at 10:00 a.m. in Courtroom 4A at the United States District Court for the District of Delaware J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801-3555.

30. Based on the foregoing, the Court sets forth below the following schedule for the Fairness Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding this Settlement and any pertinent dates and deadlines:

Event	Deadline Pursuant to the Settlement
Settlement Website Established	March 24, 2026 [21 days after issuance of PAO]
Emailed/Mailed and Publication Notice to Commence	March 24, 2026 [21 days after issuance of PAO]
Notice Date (substantial completion of notice)	May 5, 2026 [63 days after issuance of PAO]

Event	Deadline Pursuant to the Settlement
Publication of Technical Service Pointer	May 5, 2026 [63 days after issuance of PAO]
Settlement Administrator to Provide Lead Class Counsel with Declaration of Substantial Completion of Notice Plan	May 12, 2026 [70 days after issuance of PAO]
Class Counsel to File Fee Petition	May 12, 2026 [70 days after issuance of PAO]
Final Approval Motion Filed	May 12, 2026 [70 days after issuance of PAO]
Objection and Opt-Out Deadline	June 2, 2026 [91 days after issuance of PAO]
Settlement Administrator to Provide Lead Class Counsel with a List of Opt-Outs	June 9, 2026 [98 days after issuance of PAO]
Deadline for any Person Seeking to Appear at the Final Approval Hearing Must File Notice of Appearance	June 9, 2026 [98 days after issuance of PAO]
Reply Brief in Support of Final Approval	June 16, 2026 [105 days after issuance of PAO]
Reply Brief in Support of Fee Petition	June 16, 2026 [105 days after issuance of PAO]
Fairness Hearing	July 9, 2026 at 10:00 a.m. [a date on or after 126 days after issuance of PAO]
Claims Deadline	November 2, 2026 [243 days after issuance of PAO]

31. The Court may modify the dates above if good cause exists, and the Court may adjourn the Fairness Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

The Honorable Maryellen Noreika
United States District Judge