

# Exhibit A

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement”) is made and entered into as of this 26th day of February 2026, by 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 (“Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Defendant Whirlpool Corporation (“Whirlpool”), to settle, fully and finally, all of the claims that have been or could have been brought in the putative class-action Lawsuit (defined in Section I.A. herein) against Whirlpool relating to certain refrigerators described below.

1. WHEREAS, a dispute has arisen between the Parties concerning certain Whirlpool-manufactured refrigerators (the “Class Refrigerators”) specifically defined in Section I.I.;

2. WHEREAS, on November 10, 2023, the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP (“CSKD” or “Lead Class Counsel”) served Whirlpool with the first pre-suit notices of claims and, then on February 12, 2024, filed the instant action alleging that the Class Refrigerators are defective because the wires that run through the Class Refrigerators’ doors are too brittle or otherwise inadequate to withstand the repeated flexing caused by opening and closing the Class Refrigerators’ doors (“Wire Harness Issue”), which causes the wires to break and certain in-door features of the Class Refrigerators to fail, which can include the ice maker, ice dispenser, water dispenser, and/or control panel;

3. WHEREAS, on March 7, 2024, the Court entered an Order pursuant to Rule 23(g) appointing the CSKD as Interim Lead Counsel with responsibility for the overall conduct of the litigation on behalf of the putative class, including, *inter alia*, to determine and present the positions of the putative class, to coordinate discovery, to delegate tasks to other counsel, to

communicate with opposing counsel and the Court, to conduct settlement negotiations, and present any settlement to the Court on behalf of the putative class;

4. WHEREAS, on March 7, 2024, additional Plaintiffs' counsel filed a related action, *LaManna et al. v. Whirlpool Corp.*, Case No. 24-cv-00310-MN (D. Del.), which was subsequently consolidated into this Action and subject to the Rule 23(g) Order;

5. WHEREAS, on April 9, 2024, the Plaintiffs filed a consolidated complaint, and on July 1, 2024, filed a Second Amended Class Action Complaint;

6. WHEREAS, Whirlpool categorically denies Plaintiffs' allegations, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, denies that the Class Refrigerators are defective, denies that the Wire Harness Issue regularly occurs during normal use, denies all liability, and asserts numerous defenses to Plaintiffs' allegations;

7. WHEREAS, the Parties to this Agreement, after engaging in extensive motion practice and confirmatory discovery—which included collection and analysis of extensive data, including thousands of Whirlpool's consumer records, and certain of Whirlpool's product testing and engineering documents, and Lead Class Counsel's communication with and survey of hundreds of putative class members—and after engaging in substantial settlement negotiations over a period of several months, including two full-day mediations with a nationally recognized mediator, Hunter R. Hughes, Esq., now wish to resolve all claims, disputes, and differences among them;

8. WHEREAS, Lead Class Counsel has reviewed and analyzed the data and documents produced by Whirlpool and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Settlement Class Members under the Settlement provided for in this Agreement; considered the applicable laws of the states

of Arizona, California, Florida, Illinois, Massachusetts, Michigan, Missouri, Nevada, New Jersey, North Carolina, and Tennessee and the claims that could be asserted under those laws regarding the Class Refrigerators; considered the risks, costs, and time associated with prosecuting this Action through trial and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

9. WHEREAS, Whirlpool has at all times disputed, and continues to dispute, Plaintiffs' allegations in the Lawsuit and denies any liability for any of the claims that have or could have been raised regarding the Class Refrigerators by Plaintiffs or Settlement Class Members, but believes that the comprehensive resolution of the issues in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best interest of the Settlement Class, and is in the best interests of Whirlpool, its employees, and its trade partners, and is an efficient resolution of the Lawsuit;

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

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

## **I. DEFINITIONS**

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

- A. "Action" or "Lawsuit" means the putative class-action lawsuit *Stacy Costa et al. v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.), and all actions consolidated

- therewith, including *LaManna et al. v. Whirlpool Corp.*, Case No. 24-cv-00310-MN (D. Del.).
- B. “Actual Cost of Repair” is the documented out-of-pocket cost paid by a Settlement Class Member for a Paid Qualifying Repair, based on documentation that satisfies Section IV.A.3.a of this Agreement.
- C. “Administration and Notice Expenses” means reasonable fees and expenses incurred for (1) preparing, mailing, and emailing the Summary Notice and FAQ; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Settlement Class Members for compensation under this Settlement, including the costs of administering a Settlement Website for the review of the Settlement Notice and submission of claims; (4) receiving and processing Objections to the Settlement and Opt-Out Forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims; and (8) other costs of notice and administration of the Settlement contemplated by this Agreement or that may be mutually-agreed upon by Whirlpool and Lead Class Counsel, including administration of claims made for Post-Notice Wire Harness Issues defined herein.
- D. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and the exhibits attached hereto.

- E. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel pursuant to their Fee Petition.
- F. “Claims Deadline” means 180 days after the Notice Date and 243 days after entry of the Preliminary Approval Order.
- G. “Claim Form” means the form attached as Exhibit 1 to be approved by the Court and to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim.
- H. “Class Counsel” means Timothy N. Mathews, Scott M. Tucker, Zachary P. Beatty, Alex M. Kashurba, and Marissa N. Pembroke of Chimicles Schwartz Kriner & Donaldson-Smith LLP; 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.
- I. “Class Refrigerators” or “Refrigerators” means side-by-side style Whirlpool-, Maytag-, KitchenAid-, and Jenn-Air-branded refrigerators manufactured by Whirlpool with indoor ice makers and dispensers and bearing the model numbers set out on the attached Exhibit 2 and within the serial number range HR8180000 - HRA399999.
- J. “Class Representatives” or “Plaintiffs” means 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.
- K. “Court” means the United States District Court for the District of Delaware.

- L. “Customer Information Databases” means Whirlpool’s eCRM, Sensus, and Service Bench databases, which contain production registration data (i.e., owner warranty registrations and consumer contact records), and no others.
- M. “Defendant” means Whirlpool Corporation.
- N. “Effective Date” means the first date that is three business days after all of the following have occurred: (i) the Court has entered an order granting final approval of the Settlement Agreement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this Section, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s Attorney Fees and Expenses or the Service Awards to the Class Representatives.
- O. “Fairness Hearing” means the final hearing to be held by the Court after notice has been provided to the Settlement Class in accordance with this Agreement to: (1) determine whether to grant final approval; (2) re-affirm certification of the Settlement Class; (3) designate Class Representatives; (4) designate Class Counsel as counsel for the Settlement Class, and the Settlement; (5) consider whether to enter the Final Approval Order; and (6) to rule on Class Counsel’s Fee Petition and Class Representative Service Awards.
- P. “FAQ” means the long-form notice to the Settlement Class in the form of Frequently Asked Questions and Answers attached as Exhibit 3, to be approved by the Court and posted on the Settlement Website in accordance with this Agreement.

- Q. “Fee Petition” means the application to be filed by Lead Class Counsel by which they will seek an award of attorney fees and reimbursement of litigation expenses incurred by Class Counsel in prosecuting and settling the Lawsuit, as well as Service Awards to be paid to Class Representatives.
- R. “Final Approval Order” means the proposed Order Granting Final Approval to the Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- S. “Future Coverage” means the program Whirlpool will institute to address Post-Notice Wire Harness Issues, through which eligible Settlement Class Members may seek relief as provided in section V.C. of this Agreement.
- T. “In-Service Date” means the date of purchase of the Refrigerator, or, if the Class Member does not submit evidence of the purchase date, the manufacture date. The submission of a valid model and serial number is sufficient documentary proof of the date of manufacture. Any Settlement Class Member who wishes to demonstrate the later, actual date of purchase may provide sufficient documentary proof showing their date of purchase. Sufficient documentary proof of the date of purchase includes, but is not limited to, purchase receipts, shipping or delivery invoices or confirmations, cancelled checks, and/or credit card statements. Settlement Class Members who provide sufficient documentary proof of their purchase date shall have their settlement benefit eligibility calculated according to their documented purchase date.
- U. “Lead Class Counsel” means Timothy N. Mathews, Scott M. Tucker, Zachary P. Beatty, Alex M. Kashurba, and Marissa N. Pembroke of Chemicles Schwartz Kriner & Donaldson-Smith LLP.

- V. “Notice Date” means the date 63 days after entry of the Preliminary Approval Order, on which the Settlement Administrator completes the initial mailing and emailing of Summary Notices to Settlement Class Members, as well as Publication Notice.
- W. “Notice of Claim Deficiency” means the form that the Settlement Administrator will prepare and send, by first-class United States Mail, or email if available, to each Person who has submitted a Claim Form that the Settlement Administrator has determined is not supported by sufficient documentary proof.
- X. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, or email if available, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Lead Class Counsel, to not be a Valid Claim.
- Y. “Notice Plan” means the plan for providing all forms of notice of the Settlement Class Members as they are described in Section V of this Agreement and subject to Court approval.
- Z. “Opt-Out” means the process by which a member of the Settlement Class may submit a request for exclusion in the manner and time prescribed by the Court in the Preliminary Approval Order.
- AA. “Paid Qualifying Repair” means where a Settlement Class Member paid some out-of-pocket cost for a repair of their Refrigerator during years two (2) through seven (7) after the Refrigerator’s In-Service Date to repair a Refrigerator’s Wire Harness Issue such Wire Harness Issue being documented as per Sections IV.A.1–4 of this Agreement.
- BB. “Paid Qualifying Replacement” means where a Settlement Class Member paid some out-of-pocket cost to replace, rather than repair, their Refrigerator in response to a Wire

- Harness Issue during years two (2) through seven (7) after the Refrigerator's In-Service Date, such Wire Harness Issue being documented as per Sections IV.A.1–4 of this Agreement.
- CC. "Parties" means Plaintiffs and Whirlpool, collectively.
- DD. "Past Wire Harness Issue" means a Wire Harness Issue that occurred prior to the Notice Date.
- EE. "Person" means any natural person or legal person.
- FF. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- GG. "Pre-Repair Notice," "Pre-Replacement Notice," and "Pre-Repair/Replacement Notice" means a Class Member communication with Whirlpool or the Class Member's retailer that occurred prior to the Notice Date and prior to the Class Member incurring a Paid Qualifying Repair or Paid Qualifying Replacement in which the Class Member complained about or requested relief for a Wire Harness Issue.
- HH. "Prequalified Settlement Class Member" means Settlement Class Members who appear in Whirlpool's Customer Information Databases as having previously reported a Past Wire Harness Issue within years two (2) through seven (7) after the In-Service Date of a Class Refrigerator. Whirlpool will search its Customer Information Databases to identify Prequalified Settlement Class Members and such class members shall receive a tailored Summary Notice in the form attached as Exhibit 4.
- II. "Publication Notice" means the proposed Digital Media Notice and PR Press Release to be published in accordance with the Notice Plan.

- JJ. “Digital Media Notice” means internet banner advertisements and/or sponsored links to the Settlement Website published online in accordance with the Notice Plan.
- KK. “PR Press Release” means the proposed press release attached as Exhibit 5 with the terms and form to be approved by the Court and to be published on an online press release service (e.g., PR Newswire) to be agreed by the counsel for Defendant and Lead Class Counsel.
- LL. “Released Claims” means all claims released by Plaintiffs and all Settlement Class Members pursuant to the release and waiver set forth in Section IX of this Agreement.
- MM. “Releasees” means (i) Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendant’s past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Refrigerators, all of whom will be parties to the releases set forth in Sections IX and X.
- NN. “Service Awards” means reasonable payments, subject to Court approval, made to Plaintiffs as compensation for his or her efforts in pursuing this Action.
- OO. “Settlement” means the settlement provided for in this Agreement.
- PP. “Settlement Administrator” means Angeion Group.
- QQ. “Settlement Class” means all persons who purchased (other than for resale) or otherwise obtained in accordance with Section IV.A.1 below, a Class Refrigerator for residential use within the United States and its territories from Defendant or its authorized resellers. 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.

- RR. “Settlement Class Member” or “Claimant” means all Persons who are members of the Settlement Class who do not Opt-Out.
- SS. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice and claims administration, as detailed in Section V.K. of this Agreement.
- TT. “Summary Notice” means the proposed postcard and email notice attached as Exhibit 6, to be approved by the Court and to be distributed by the Settlement Administrator in accordance with the Notice Plan.
- UU. “Technical Service Pointer” means the proposed notice to Whirlpool’s network of third-party servicers about the availability of the Future Coverage program, which is attached as Exhibit 7, to be approved by the Court.
- VV. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information, and documentation required for that Settlement

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

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

XX. “Wire Harness Issue” means a failure or breakage of the wires running to a Class Refrigerator’s freezer door in wire harness part numbers W11025776 or W11174417 that causes a failure of one or more of the Class Refrigerator’s external features, including the ice maker, ice dispenser, water dispenser, and/or control panel.

YY. “Post-Notice Wire Harness Issue” is a Wire Harness Issue that occurs on or after the Notice Date.

## **II. CONDITIONAL CLASS CERTIFICATION**

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

## **III. REQUIRED EVENTS**

A. As soon as practicable after executing this Agreement, Plaintiffs shall take all necessary steps to file with the Court a motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:

1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;

2. Conditionally certify the Settlement Class as a class for purposes of effectuating the Settlement;
3. Designate Plaintiffs as the Class Representatives;
4. Designate Lead Class Counsel as lead counsel and Class Counsel as counsel for the Settlement Class;
5. Designate Angeion Group as the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:
  - a. Disseminate the Summary Notice by email if available or first-class United States Mail if email is not available;
  - b. Establish the Settlement Website, within 21 days after entry of the Preliminary Approval Order, that will include the Settlement Agreement, FAQ, and other information that Whirlpool and Lead Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Petition, plus relevant orders of the Court;
  - c. Prior to distributing the Summary Notice or publishing Publication Notice, establish a toll-free telephone number that Settlement Class Members can call to request hard copies of the Claim Forms and FAQ be sent to them by mail and obtain additional information regarding the Settlement;

- d. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements, including claims for Past Wire Harness Issues and claims for Post-Notice Wire Harness Issues;
- e. Review and evaluate all Claims for potential for fraud and disapprove or seek additional documentation and/or information for claims that are reasonably believed to be fraudulent;
- f. The Parties retain the right to audit and review all Claims and the Claims decisions by the Settlement Administrator, and the Settlement Administrator shall report to both Parties jointly. In the event of any disputes between the Parties with respect to Claims decisions, the Parties shall meet and confer in good faith to attempt to resolve such disputes. The Court shall retain jurisdiction to resolve any disputes the Parties cannot resolve.
- g. Effect Publication Notice consistent with Section V.I. below;
- h. Send, by email if available or first-class United States Mail if email is not available, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Lead Class Counsel, a Notice of Claim Denial;
- i. Process requests for exclusion from the Settlement in accordance with this Agreement;

- j. Process objections to the Settlement in accordance with this Agreement;
  - k. Within 35 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Whirlpool and Lead Class Counsel, under penalty of perjury, a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Settlement Class Members (in total and by category of benefit); and
  - l. Refer Post-Notice Wire Harness Issue claims to Whirlpool to administer following the procedures set forth in Section IV.C. below.
6. Approve the form, contents, and methods of notice to be given to the Settlement Class under the Notice Plan and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the Notice Plan;
  7. Establish procedures and schedule deadlines for Settlement Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement;
  8. Schedule the Fairness Hearing; and

9. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Lead Class Counsel as lead counsel and Class Counsel as counsel for the Settlement Class, and the Settlement; (b) Class Counsel's Fee Petition; and (c) objections to certification of the Settlement Class, to the designation of Plaintiffs as the representatives of the Settlement Class, to the appointment of Lead Class Counsel as lead counsel and Class Counsel as counsel for the Settlement Class, or to the Settlement.
- B. At the Fairness Hearing, Whirlpool and Lead Class Counsel will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiffs as Class Representatives, and designates Lead Class Counsel as lead counsel and Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class Members; (3) finds that the Class Notice complied with all laws, including, but not limited to Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution; (4) provides for the release of all Released Claims; (5) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuit, and incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorney fees, except as provided in Section VIII, below; (6) authorizes the payment by Whirlpool of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Lead Class

Counsel and Counsel for Whirlpool and determined to be Valid Claims, in accordance with the terms of the Agreement; and (7) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement. In addition, Lead Class Counsel will move the Court for entry of a separate order approving the following: (1) Service Awards to Plaintiffs as described in this Agreement and (2) Attorney Fees and Expenses to Class Counsel in an amount approved by the Court and consistent with the terms of this Agreement.

- C. Whirlpool, Plaintiffs, and Class Counsel will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Whirlpool, Plaintiffs, and Class Counsel will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order and Final Approval Order, the Parties will return to their positions in the Lawsuit as they were immediately before the execution of the Settlement Agreement.

#### IV. SETTLEMENT BENEFITS

For any Settlement Class Member who has a Past Wire Harness Issue or a Post-Notice Wire Harness Issue will be entitled to the benefits detailed in this Section IV subject to the limitations and qualifications set forth below.

- A. **Compensation to Settlement Class Members Who Previously Incurred Out-of-Pocket Costs for Past Wire Harness Issues.** Settlement Class Members who have experienced a Past Wire Harness Issue in years two through seven after the In-

Service Date, and who incurred out-of-pocket expenses for a Paid Qualifying Repair or Paid Qualifying Replacement, and who otherwise meet the eligibility requirements below, will be entitled to reimbursement of certain documented out-of-pocket expenses. To be eligible for compensation for a Paid Qualifying Repair or Paid Qualifying Replacement, a Settlement Class Member must submit a claim to the Settlement Administrator within 180 days of the Notice Date (243 days after entry of the Preliminary Approval Order):

1. **Evidence of Class Membership:** A properly completed Claim Form showing a valid Class Refrigerator model and unique serial-number combination, together with documentary proof showing that the Settlement Class Member either (a) purchased a Class Refrigerator new; (b) acquired a Class Refrigerator as part of the purchase or remodel of a home; or (c) received a Class Refrigerator as a gift from a donor who purchased the Class Refrigerator new and did not use the Class Refrigerator, nor permit its use by anyone before the donor gave the Class Refrigerator to the Settlement Class Member. Sufficient documentary proof includes, but is not limited to, purchase receipts, credit card statements, and warranty registrations. If the claimant is unable to obtain said documents or records despite a good faith attempt to obtain them, then the claimant shall provide a claim-form declaration, signed under oath, that attests that the claimant meets the Settlement Class definition in Section I.QQ., above. If the Settlement Class Member does not provide a valid model and serial number, the Settlement Class Member will not be entitled to compensation. Additionally, if the

Settlement Class Member does not provide documentary proof, or does not provide a claim-form declaration, signed under oath, proving that the Settlement Class Member is a member of the Settlement Class, the Settlement Class Member will not be entitled to compensation.

a. **Optional Evidence of In-Service Date.** The submission of a valid model and serial number is sufficient documentary proof of the date of manufacture, which will serve as the In-Service Date unless the Settlement Class Member submits evidence of a later In-Service Date. Any Settlement Class Member who wishes to demonstrate an In-Service Date later than the date of manufacture decoded from their serial number must provide sufficient documentary proof showing their date of purchase. Sufficient documentary proof of the date of purchase includes, but is not limited to, purchase receipts, shipping or delivery invoices or confirmations, cancelled checks and/or credit card statements. Settlement Class Members who provide sufficient documentary proof shall have their settlement benefit eligibility calculated according to their documented purchase date.

2. **For Settlement Class Members Who Are Not Prequalified Settlement Class Members, Evidence that The Class Member Experienced a Past Wire Harness Issue and the Date of Past Wire Harness Issue:**

For purposes of claims to receive reimbursements for Paid Qualifying Repairs or Paid Qualifying Replacements, Settlement Class Members who are not Prequalified Settlement Class Members must submit sufficient

documentary proof that the claimant experienced a Wire Harness Issue within years two through seven after the In-Service Date. Additionally, Prequalified Settlement Class Members may submit evidence of the date of they experienced a Wire Harness Issue if such date precedes the date they contacted Whirlpool.

- a. **Experienced a Past Wire Harness Issue.** For purposes of claims to receive reimbursements for Paid Qualifying Repairs or Paid Qualifying Replacements, sufficient documentary proof that the claimant experienced a Wire Harness Issue includes, but is not limited to, service tickets, service estimates, service receipts, communications with Whirlpool or their retailer about a Wire Harness Issue, and/or original unaltered photographs with metadata and a declaration of authenticity.
- b. **Date of Past Wire Harness Issue.** For purposes of claims to receive reimbursements for Paid Qualifying Repairs or Paid Qualifying Replacements, sufficient documentary proof that the Wire Harness Issue occurred within years two through seven includes, but is not limited to dated service estimates, service tickets, service receipts, communications with Whirlpool or their retailer about a Wire Harness Issue, and/or with metadata and a declaration of authenticity. If a Settlement Class Member submits adequate documentation that a Past Wire Harness Issue occurred but insufficient documentation of the date it occurred, their benefits

shall be determined as if the Wire Harness Issue occurred as of the Notice Date.

3. **Evidence that The Class Member Made a Paid Qualifying Repair, or a Paid Qualifying Replacement:** The following are forms of sufficient documentary proof that either (a) the Settlement Class Member actually made a Paid Qualifying Repair, or (b) the Settlement Class Member made a Paid Qualifying Replacement, rather than repair, of their Refrigerator in response to a Wire Harness Issue:

- a. **Paid Qualifying Repairs.** For purposes of claims to receive reimbursements for Paid Qualifying Repairs, sufficient documentary proof that the claimant experienced and paid for a Paid Qualifying Repair requires: (1) a service ticket, service estimate, service receipt, receipt for paid parts or labor, or other documentary proof that the Paid Qualifying Repair was performed on the claimant's Class Refrigerator, and (2) if such document does not indicate payment on its face (e.g., an estimate), a credit/debit card line item charge, bank statement line item charge, cancelled check, or other service documentation showing that the claimant paid for the repair (e.g., a service ticket stamped "Paid"). If the documentary proof is insufficient to demonstrate that (1) a Qualifying Repair occurred and (2) the claimant paid some amount out of pocket for the Qualifying Repair, the Settlement Class Member will not be entitled to compensation.

b. **Paid Qualifying Replacements.** For purposes of claims to receive reimbursements for Paid Qualifying Replacements, sufficient documentary proof that the claimant experienced a Paid Qualifying Replacement must include both evidence that a Paid Qualifying Replacement occurred and of the amount paid out of pocket. Sufficient evidence includes, but is not limited to, purchase receipts, credit card statements, bank statements, cancelled checks, and/or other documents showing that a Paid Qualifying Replacement was purchased and the amount paid out of pocket. If the documentary proof is insufficient to demonstrate that either (1) a Paid Qualifying Replacement occurred because of a Wire Harness Issue in the claimant's Class Refrigerator, or (2) the claimant paid some amount out of pocket for Paid Qualifying Replacement, the Settlement Class Member will not be entitled to compensation.

i. **Evidence of the Original Purchase Price of the Class Refrigerator if the Settlement Class Member Seeks Compensation for a Paid Qualifying Replacement.** Sufficient documentary proof of the original purchase price requires: (1) purchase receipts, invoices, or delivery receipts or other purchase or delivery documentation bearing a Class Refrigerator model number; and, (2) if such document does not indicate payment on its face (e.g., an estimate or proposal), a credit/debit card line item charge, bank statement line item charge, cancelled

check, or other purchase or delivery documentation showing that the claimant paid for the Class Refrigerator (e.g., a delivery invoice stamped “Paid”).

4. **Optional Evidence of Pre-Repair/Replacement Notice to Whirlpool or Retailer.** As set forth in Section IV.A.5., below, Settlement Class Members who contacted either Whirlpool or their retailer about the Wire Harness Issue prior to incurring Qualifying Repair or Qualifying Replacement costs are entitled to marginally higher compensation than Settlement Class Members who did not. To qualify for the increased compensation, non-Prequalified Settlement Class Members must submit sufficient evidence that they provided Whirlpool or their retailer with Pre-Repair/Replacement Notice. Sufficient documentary proof includes, but is not limited to, dated copies of letters, emails, or chats, copies of communications submitted through Whirlpool’s or retailer’s websites, call logs, social media communications, or reviews posted on Whirlpool or retailer websites, or other consumer-complaint tracking websites together with documentary proof that the identity of the author of any of any claimed communications is the same as the identity of the Settlement Class Member seeking relief.
5. Settlement Class Members who meet and satisfy the threshold requirements of Section IV.A.1-4 above will be entitled to reimbursement of certain out-of-pocket expenses constituting a Paid Qualifying Repair or Paid Qualifying Replacement, as follows:

- a. **Reimbursement Amounts for Paid Qualifying Repairs with Pre-Repair Notice.** For purposes of claims to receive reimbursements for Paid Qualifying Repairs by Prequalified Settlement Class Members or Claimants who provided Pre-Repair Notice to Whirlpool or their retailer and submitted evidence of same pursuant to Section IV.A.4 above, the Claimant will be entitled to a cash payment equivalent to part of the Actual Cost of Repair, as follows:
  - i. for each Paid Qualifying Repair in years two (2), three (3), or four (4) after the In-Service Date, 75% of the Actual Cost of Repair;
  - ii. for each Paid Qualifying Repair in year five (5) after the In-Service Date, 60% of the Actual Cost of Repair; or
  - iii. for each Paid Qualifying Repair in years six (6) or seven (7) after the In-Service Date, 45% of the Actual Cost of Repair.
  
- b. **Reimbursement Amounts for Paid Qualifying Repair Without Pre-Repair Notice.** For purposes of claims to receive reimbursements for Paid Qualifying Repairs by Claimants who did not provide Pre-Repair Notice to Whirlpool or their retailer, the Claimant will be entitled to a cash payment equivalent to part of the Actual Cost of Repair, as follows:
  - i. for each Paid Qualifying Repair in years two (2), three (3), or four (4) after the In-Service Date, 65% of the Actual Cost of Repair;

- ii. for each Paid Qualifying Repair in year five (5) after the In-Service Date, 50% of the Actual Cost of Repair; or
  - iii. for each Paid Qualifying Repair in years six (6) or seven (7) after the In-Service Date, 35% of the Actual Cost of Repair.
- c. **Reimbursement Amounts for Paid Qualifying Replacement with Pre-Replacement Notice.** For purposes of claims for Paid Qualifying Replacements by Prequalified Settlement Class Members or Claimants who provided Pre-Replacement Notice to Whirlpool or their retailer and submitted evidence of same pursuant to Section IV.A.4 above, the claimant will be entitled to a cash payment equivalent to a percentage of the original purchase price of the Class Refrigerator, as follows:
- i. for Paid Qualifying Replacements in years two (2), three (3), or four (4) after the In-Service Date, 50% of the documented original purchase price of the Class Refrigerator;
  - ii. for Paid Qualifying Replacements in year five (5) after the In-Service Date, 40% of the documented original purchase price of the Class Refrigerator; or
  - iii. for Paid Qualifying Replacements in years six (6) or seven (7) after the In-Service Date, 30% of the documented original purchase price of the Class Refrigerator.
- d. **Reimbursement Amounts for Paid Qualifying Replacements Without Pre-Replacement Notice.** For purposes of claims for Paid Qualifying Replacements by claimants who did not provide Pre-

Replacement Notice to Whirlpool or their retailer, the claimant will be entitled to a cash payment equivalent to a percentage of the original purchase price of the Class Refrigerator, as follows:

- i. for Paid Qualifying Replacements in years two (2), three (3), or four (4) after the In-Service Date, 45% of the documented original purchase price of the Class Refrigerator;
- ii. for Paid Qualifying Replacements in year five (5) after the In-Service Date, 35% of the documented original purchase price of the Class Refrigerator; or
- iii. for Paid Qualifying Replacements in years six (6) or seven (7) after the In-Service Date, 25% of the documented original purchase price of the Class Refrigerator.

6. **Additional Repair for Spliced Wires:** In addition to reimbursement for a portion of repair costs pursuant to Parts IV.A.5.a or IV.A.5.b above, Claimants who have previously paid for wire splicing to address a Wire Harness Issue are entitled to either (a) installation of a new door on their Class Refrigerator, including parts and labor, if the original failure occurred in years two (2) through four (4) from the In-Service Date; or (b) a new door, excluding costs of labor, if the original failure occurred in years five (5) through seven (7) from the In-Service Date.

- B. **Compensation to Settlement Class Members for Past Wire Harness Issues Still Existing as of the Notice Date:** Settlement Class Members who have experienced a Past Wire Harness Issue in years two through seven after the In-Service Date and

have not yet repaired or replaced their Refrigerator prior to the Notice Date, or who have a preexisting Wire Harness Issue as of the Notice Date, and who otherwise meet the eligibility requirements below, will be entitled to certain compensation described below in Section IV.B.4. To be eligible, a Settlement Class Member must submit to the Settlement Administrator within 180 days of the Notice Date (243 days after entry of the Preliminary Approval Order):

1. **Evidence of Class Membership:** A properly completed Claim Form showing a valid Class Refrigerator model and unique serial-number combination, together with documentary proof showing that the Settlement Class Member either (a) purchased a Class Refrigerator new; (b) acquired a Class Refrigerator as part of the purchase or remodel of a home; or (c) received a Class Refrigerator as a gift from a donor who purchased the Refrigerator new and did not use the Class Refrigerator, nor permit its use by anyone before the donor gave the Class Refrigerator to the Settlement Class Member. Sufficient documentary proof includes, but is not limited to, purchase receipts, credit card statements, and warranty registrations. If the claimant is unable to obtain said documents or records despite a good faith attempt to obtain them, then the claimant shall provide a claim-form declaration, signed under oath, that attests that the claimant meets the Settlement Class definition in Section I.QQ., above. If the Settlement Class Member does not provide a valid model and unique serial number, the Settlement Class Member will not be entitled to compensation. Additionally, if the Settlement Class Member does not provide documentary

proof, or does not provide a claim-form declaration, signed under oath, proving that the Settlement Class Member is a member of the Settlement Class, the Settlement Class Member will not be entitled to compensation.

a. **Optional Evidence of In-Service Date.** The submission of a valid model and serial number is sufficient documentary proof of the date of manufacture, which will serve as the In-Service Date unless the Settlement Class Member submits evidence of a later In-Service Date. Any Settlement Class Member who wishes to demonstrate an In-Service Date later than the date of manufacture decoded from their serial number may provide sufficient documentary proof showing their date of purchase. Sufficient documentary proof of the date of purchase includes, but is not limited to, purchase receipts, shipping or delivery invoices or confirmations, cancelled checks and/or credit card statements. Settlement Class Members who provide sufficient documentary proof shall have their settlement benefit eligibility calculated according to their documented purchase date.

2. **For Settlement Class Members Who Are Not Prequalified Settlement Class Members, Evidence that the Class Member Experienced a Past Wire Harness Issue and the Date of Past Wire Harness Issue:**

Settlement Class Members who are not Prequalified Settlement Class Members must submit sufficient documentary proof that the claimant experienced a Wire Harness Issue within years two through seven after the In-Service Date. Additionally, Prequalified Settlement Class Members may

submit evidence of the date they experienced a Wire Harness Issue if such date precedes the date they contacted Whirlpool.

a. **Experienced a Past Wire Harness Issue.** Sufficient documentary proof that the claimant experienced a Wire Harness Issue includes, but is not limited to, service tickets, service estimates, service receipts, communications with Whirlpool or their retailer about a Wire Harness Issue, and/or original unaltered photographs with metadata and a declaration of authenticity.

b. **Date of Past Wire Harness Issue.** Sufficient documentary proof that the Wire Harness Issue occurred within years two through seven includes, but is not limited to dated service estimates, service tickets, service receipts, communications with Whirlpool or their retailer about a Wire Harness Issue, and/or with metadata and a declaration of authenticity. If a Settlement Class Member submits adequate documentation of that a Past Wire Harness Issue occurred or exists as of the Notice Date, but insufficient documentation of the date when it occurred, their benefits shall be determined as if the Wire Harness Issue occurred in the seventh year after the In-Service Date.

3. **Evidence of the Original Purchase Price of the Class Refrigerator if the Settlement Class Member Seeks a Refund of a Portion of the Original Purchase Price.** Sufficient documentary proof of the original purchase price requires: (1) purchase receipts, invoices, or delivery receipts or other purchase or delivery documentation bearing a Class Refrigerator model

number; and, (2) if such document does not indicate payment on its face (e.g., an estimate or proposal), a credit/debit card line item charge, bank statement line item charge, cancelled check, or other purchase or delivery documentation showing that the claimant paid for the Class Refrigerator (e.g., a delivery invoice stamped “Paid”).

4. Settlement Class Members who meet and satisfy the threshold requirements of Section IV.B.1-3 above will be entitled to:
  - a. For Settlement Class Members who in years two (2), three (3), or four (4) after the In-Service Date experienced a Past Wire Harness Issue, Whirlpool will pay for parts and labor for any repair of the Wire Harness Issue;
  - b. For Settlement Class Members who in years five (5), six (6), or seven (7) after the In-Service Date experienced a Past Wire Harness Issue, Whirlpool will pay for parts for any repair of the Wire Harness Issue;
  - c. In the alternative to repair, for Settlement Class Members who in years two (2) or three (3) after the In-Service Date experienced a Past Wire Harness Issue, the Claimant may elect a cash payment equivalent to 50% of the documented original purchase price of the Class Refrigerator;
  - d. In the alternative to repair or parts, for Settlement Class Members who in years four (4) or five (5) after the In-Service Date experienced a Past Wire Harness Issue, the Claimant may elect a cash payment equivalent

to 40% of the documented original purchase price of the Class Refrigerator; or

- e. In the alternative to repair or parts, for Settlement Class Members who in years six (6) or seven (7) after the In-Service Date experienced a Past Wire Harness Issue, the Claimant may elect a cash payment equivalent to 30% of the documented original purchase price of the Class Refrigerator.

C. **Future Coverage for Post-Notice Wire Harness Issues.** Settlement Class Members who experience a Post-Notice Wire Harness Issue during years two (2) through seven (7) after the In-Service Date will be entitled to coverage for all or part of the costs of repair of the Wire Harness Issue or, at their option, payment of a percentage of the original purchase price of the Class Refrigerator as follows. To be eligible for the benefits for a Post-Notice Wire Harness Issue in this Section, a Settlement Class Member must notify either Whirlpool or the Settlement Administrator within 90 days of discovering the Post-Notice Wire Harness Issue. Settlement Class Members who elect repair or parts benefits described herein must contact Whirlpool at its dedicated 1-800 number or email address, and Whirlpool will evaluate and process the claim. Settlement Class Members who elect cash benefits for a Post-Notice Wire Harness Issue in this Section, must contact the Settlement Administrator at its dedicated 1-800 number or email address, and the Settlement Administrator will evaluate and process the claim. In the event a Settlement Class Member contacts the incorrect entity, that entity shall direct them to the correct entity (i.e., if a Settlement Class Member who elects cash benefits contacts Whirlpool, Whirlpool will direct them to file a claim with

the Settlement Administrator). To be eligible for any Post-Notice benefits, Settlement Class Members must initiate contact with Whirlpool or the Settlement Administrator within 90 days of discovery the Post-Notice Wire Harness Issue, and must provide the following:

1. **Evidence of Class Membership:** A valid Class Refrigerator model and unique serial-number combination. If the Settlement Class Member does not provide a valid model and unique serial number, the Settlement Class Member will not be entitled to compensation.
  - a. **Optional Evidence of In-Service Date.** The submission of a valid model and serial number is sufficient documentary proof of the date of manufacture, which will serve as the In-Service Date unless the Settlement Class Member submits evidence of a later In-Service Date. Any Settlement Class Member who wishes to demonstrate an In-Service Date later than the date of manufacture decoded from their serial number may provide sufficient documentary proof showing their date of purchase. Sufficient documentary proof of the date of purchase includes, but is not limited to, purchase receipts, shipping or delivery invoices or confirmations, cancelled checks and/or credit card statements. Settlement Class Members who provide sufficient documentary proof shall have their settlement benefit eligibility calculated according to their documented purchase date.
2. **Evidence of a Post-Notice Wire Harness Issue:** Proof that during years two (2) through seven (7) after the In-Service Date the Settlement Class

Member's Refrigerator experienced a Post-Notice Wire Harness Issue, subject to the following:

- a. Sufficient proof of a Post-Notice Wire Harness Issue includes, but is not limited to, service notes, service tickets, service estimates, original unaltered photographs with metadata and a declaration of authenticity, and service receipts submitted to Whirlpool by the Settlement Class Member and/or the service technician Whirlpool schedules to repair the Post-Notice Wire Harness Issue. If Whirlpool does not receive such documentary proof, the Settlement Class Member will not be entitled to compensation.
3. **Evidence of the Original Purchase Price of the Class Refrigerator if the Settlement Class Member Seeks a Refund of a Portion of the Original Purchase Price.** Sufficient documentary proof of the original purchase price requires: (1) purchase receipts, invoices, or delivery receipts or other purchase or delivery documentation bearing a Class Refrigerator model number; and, (2) if such document does not indicate payment on its face (e.g., an estimate or proposal), a credit/debit card line item charge, bank statement line item charge, cancelled check, or other purchase or delivery documentation showing that the claimant paid for the Class Refrigerator (e.g., a delivery invoice stamped "Paid").
4. Settlement Class Members who meet and satisfy the threshold requirements of Section IV.B.1-3 above will be entitled to elect either repair or reimbursement Future Coverage as follows:

- a. For Settlement Class Members who in years two (2), three (3), or four (4) after the In-Service Date experience a Post-Notice Wire Harness Issue, Whirlpool will pay for parts and labor for any repair of the Wire Harness Issue;
- b. For Settlement Class Members who in years five (5), six (6), or seven (7) after the In-Service Date experience a Post-Notice Wire Harness Issue, Whirlpool will pay for parts for any repair of the Wire Harness Issue;
- c. In the alternative to repair, for Settlement Class Members who in years two (2) or three (3) after the In-Service Date experience a Post-Notice Wire Harness Issue, the Claimant may elect a cash payment equivalent to 50% of the documented original purchase price of the Class Refrigerator;
- d. In the alternative to repair or parts, for Settlement Class Members who in years four (4) or five (5) after the In-Service Date experience a Post-Notice Wire Harness Issue, the Claimant may elect a cash payment equivalent to 40% of the documented original purchase price of the Class Refrigerator; or
- e. In the alternative to parts, for Settlement Class Members who in years six (6) or seven (7) after the In-Service Date experience a Post-Notice Wire Harness Issue, the claimant may elect a cash payment equivalent to 30% of the documented original purchase price of the Class Refrigerator.

5. Whirlpool shall continue to administer repairs for Post-Notice Wire Harness Issues on a rolling basis through 7 years from the last Class Member's In-Service Date.
  6. Whirlpool shall maintain data reasonably necessary to report on: (a) the number of Post-Notice Wire Harness Issue claims made, approved, and denied; (b) the reasons for any denied claims; and (c) the values of all approved claims. Whirlpool shall provide the Settlement Administrator reports of this data on a quarterly basis through the quarter ending September 30, 2028, and then on an annual basis through March 31, 2030.
- D. If any Settlement Class Member previously has received from Whirlpool any form of compensation for a Wire Harness Issue with the claimant's Refrigerator (e.g., a policy-adjust cash payment, a partial refund, a discount off the regular price of a new refrigerator, a coupon applicable to the purchase of a new refrigerator that was redeemed), any compensation to which the claimant would otherwise be entitled shall be reduced as follows: (i) for any policy-adjust cash payment, cash refund, or other cash payment, by the amount of that payment; (ii) for any specified dollar discount off the price of any new refrigerator, by the specified dollar amount; (iii) for any specified percentage-discount off the price of any new refrigerator, by the dollar amount determined by applying that percentage to the regular, then-prevailing price of that product; and (iv) for any coupon redeemed for the purchase of a new refrigerator, by the dollar amount specified on the face of the coupon redeemed. Whirlpool shall query its eCRM and Service Bench databases to determine for each Valid Claim whether it provided such forms of compensation and shall provide the Settlement Administrator a

report detailing the results of that query so that the Settlement Administrator (for Past Wire Harness Issues) and Whirlpool (for Post-Notice Wire Harness Issues) may adjust each claimant's compensation accordingly.

- E. No claimant who received from Whirlpool either a full refund of the purchase price they paid for the Refrigerator or a free exchange of the Refrigerator for a new refrigerator of any model will be entitled to any payment or other compensation under the terms of this Agreement, unless the claimant seeks reimbursement for a Paid Qualifying Repair of the original Refrigerator or unless the replacement refrigerator is also a Class Refrigerator that has experienced a subsequent Wire Harness Issue.

**V. SETTLEMENT ADMINISTRATION AND NOTICE**

- A. Whirlpool agrees to pay for reasonable Administration and Notice Expenses and shall enter into a separate agreement with the Settlement Administrator to pay those expenses. Whirlpool shall not be responsible for any additional administration expenses that may be incurred by Plaintiffs or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Lawsuit; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed.
- B. The Settlement Administrator shall process all claims seeking reimbursement for Paid Qualifying Repair or Paid Qualifying Replacement and all claims seeking payment of a percentage of the original purchase price of the Class Refrigerator made by Settlement Class Members regardless of whether such claims pertain to Past Wire Harness Issues or Post-Notice Wire Harness Issues, including the evaluation of the documentary proof submitted by such Settlement Class Members

to substantiate a Paid Qualifying Repair or Paid Qualifying Replacement subject to relief as set forth in this Agreement. For Settlement Class Members who experience Past Wire Harness Issues and request the repair option (i.e., parts and labor or parts-only), the Settlement Administrator shall evaluate the documentary proof submitted by such Settlement Class Members and, if approved, Whirlpool shall be responsible for providing the labor and/or parts. For Settlement Class Members who experience Post-Notice Wire Harness Issues and request the repair option (i.e., parts and labor or parts-only), Whirlpool shall process all claims directly. For Settlement Class Members who experience Post-Notice Wire Harness Issues and request a payment option, the Settlement Administrator shall evaluate and process the claim.

- C. Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send, by email if available or first-class United States Mail if email is not available, a written Notice of Claim Deficiency to the Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member 30 days to cure the deficiency. Insufficient documentary proof shall be the only claim deficiency for which an opportunity to cure will be provided. Examples of insufficient documentary proof include partially missing, illegible, or incomplete documents and inaccuracies in model or serial numbers. The complete absence of any required documentary proof, however, is not a deficiency for which an opportunity to cure will be provided.
- D. If any Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, or if a Settlement Class Member disputes Whirlpool's denial

of a Settlement Class Member's request for repair (i.e., parts and labor or parts-only), the Settlement Administrator or Whirlpool shall send the disputed claim information to Lead Class Counsel and Counsel for Whirlpool, who shall meet and confer in good faith in an attempt to reach agreement on the appropriate resolution of the disputed claim under the terms of the Settlement. If those efforts are unsuccessful, the Parties will present the matter for determination to the Court within 30 days of the completion of Whirlpool's and Lead Class Counsel's conferral.

- E. The Parties agree that Angeion Group will serve as the Settlement Administrator, subject to the Court's approval.
- F. With the exception of decisions regarding claims adjudication, for which the respective rights and responsibilities of Whirlpool, Lead Class Counsel, the Settlement Administrator, and the Court are addressed elsewhere in this Agreement, all decisions regarding notice and settlement administration shall be made jointly between Whirlpool and Lead Class Counsel. Both Lead Class Counsel and counsel for Whirlpool shall be included in communications with the Settlement Administrator concerning the proper interpretation or application of the Settlement as to Settlement Class Members, but each party shall have the ability to communicate with the Settlement Administrator on matters not directly related to proper interpretation or application of the Settlement without the need to include each other in each of those communications. Disputes, if any, shall be resolved by the Court.

- G. The Settlement Administrator will provide the Summary Notice by email to all members of the Settlement Class for whom valid email addresses are known to Whirlpool. The Settlement Administrator shall also provide at least one follow-up email reminder within 30 days of the first emailed notice to each email address that do not bounce back.
- H. The Settlement Administrator will also mail a Summary Notice to each member of the Settlement Class for whom an address can be found in Whirlpool's databases but who do not have an identifiable email address or whose email notice bounced back from an undeliverable address. The Settlement Administrator will also perform a national change of address search and forward all such notice packages that are returned by the U.S. Postal Service with a forwarding address.
- I. The Settlement Administrator also will provide Publication Notice to the Settlement Class using appropriate media outlets, including social media outlets, and media outlets and notices shall be approved by Whirlpool and Lead Class Counsel before the notices are published. The Publication Notice shall include:
1. **Digital Media Notice.** The Settlement Administrator will provide publication notice to the Settlement Class using appropriate media outlets, including social media, designed to deliver a reach of not less than 70% (and, to the extent reasonably possible, not less than 80%), with an average frequency of not less than 2.5 times, as calculated by the Settlement Administrator based on objective industry-standard marketing data. All notices shall be approved by Whirlpool and Class Counsel prior to publication.

2. **PR Press Release.** The Settlement Administrator shall cause the PR Press Release to be published on an online press release service (e.g., PR Newswire) to be agreed by the counsel for Defendant and Lead Class Counsel. The PR Press Release is attached hereto as Exhibit 5.
- J. While all notice, publication and claims administration activities shall be carried out by the Settlement Administrator, including the evaluation of documentary proof submitted by Settlement Class Members, Lead Class Counsel will also place information about the Settlement on its website and social media that directs Settlement Class Members to the Settlement Website, and will also send direct email notice to all individuals who contacted it about the Action directing them to the Settlement Website. Other Class Counsel may also maintain a website or social media presence that contains information about the Settlement and communicate with individuals who contacted it about the Action. All such notices or communications must be consistent with the Court-approved notice materials.
- K. The Settlement Administrator will create a Settlement Website within 21 days after entry of the Preliminary Approval Order that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Whirlpool and Lead Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings,

such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, Class Counsel's Fee Petition, plus relevant orders of the Court.

- L. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices. Such records will be made available to Whirlpool and Class Counsel upon request. The Settlement Administrator will provide to Lead Class Counsel and Whirlpool information concerning notice and administration and implementation of the Settlement Agreement, including weekly reports concerning the number of opt-outs and objections received; periodic status reports regarding claims; and any correspondence received by the Settlement Administrator at any time, upon reasonable notice. The Settlement Administrator shall provide Lead Class Counsel with an affidavit or declaration by a competent affiant or declarant, attesting that Class Notice has been disseminated in accordance with the Preliminary Approval Order and provide information requested by Lead Class Counsel.
- M. The Parties agree that the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Lawsuit, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties

also agree that the dissemination of notice of the Settlement in the manner specified in this Agreement and on the Settlement Website satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, subject to Court approval.

- N. The Parties will jointly request the Court to approve, in the Preliminary Approval Order, the method of notice described in this Agreement.
- O. As soon as practicable, but no later than 10 days after the Parties file this Agreement with the Court, Whirlpool shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715.
- P. Within 30 days after final approval of this Agreement, Whirlpool shall notify major retailers (e.g., Lowes, Home Depot) of the existence of this Agreement and instruct them to direct future complaints about the Wire Harness Issue to Whirlpool's designated 1-800 number or email address

## **VI. PROCEDURES FOR SETTLEMENT APPROVAL**

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final dismissal, with prejudice, of the Lawsuit.
- B. Preliminary Approval
  - 1. As soon as practicable, the Parties shall jointly move the Court for preliminary approval of the Settlement; for authorization to publish the Publication Notice and to disseminate the Summary Notice contemplated by this Agreement to all members of the Settlement Class; and for a stay of all proceedings in the consolidated Lawsuit, except in connection with this Agreement as set forth herein (the "Motion"). The Motion shall include

the proposed Preliminary Approval Order, proposed forms of the Summary Notice, Publication Notice, and Claim Form, and the methods and proposed dates of their dissemination to the Settlement Class, the Technical Service Pointer, and the proposed schedule through final approval of the Agreement.

2. The deadlines to be established in the proposed Preliminary Approval Order are as follows:
  - a. 21 days after entry of the Preliminary Approval Order: The Settlement Administrator shall establish the Settlement Website and toll-free phone number.
  - b. 21 days after entry of the Preliminary Approval Order: The Settlement Administrator shall begin emailing and then mailing the Summary Notice.
  - c. 21 days after entry of the Preliminary Approval Order: The Settlement Administrator shall begin publishing the Publication Notice.
  - d. 63 days after entry of the Preliminary Approval Order: The Settlement Administrator must substantially complete issuance of emailed and mailed Summary Notice and issuance of the Publication Notice (i.e., the “Notice Date”).
  - e. 63 days after entry of the Preliminary Approval Order: Whirlpool shall establish Future Coverage and publish the Technical Service Pointer to its third-party servicers.

- f. 70 days after entry of the Preliminary Approval Order: The Settlement Administrator shall provide to Lead Class Counsel a declaration of substantial compliance with the notice requirements, including the number of persons to whom the Summary Notice was emailed and mailed.
- g. 70 days after entry of the Preliminary Approval Order: Lead Class Counsel shall file their Fee Petition, which shall also be posted on the Settlement Website.
- h. 70 days after entry of Preliminary Approval Order: Lead Class Counsel shall file the proposed Final Approval Order and memorandum in support of Final Approval. Defendant may separately file a memorandum in support of Final Approval by this deadline.
- i. 91 days after entry of the Preliminary Approval Order: Any objectors shall file objections, together with all supporting memoranda and other material, with the Court, and serve that filing on Lead Class Counsel and counsel for Defendant. This includes objections to: certification of the Settlement Class, the designation of Plaintiffs as Class Representatives, the appointment of Lead Class Counsel and Class Counsel, the Settlement, the Agreement, and Class Counsel's Fee Petition. Objections must comply with Section VII of this Agreement to be valid.

- j. 91 days after entry of the Preliminary Approval Order: Requests by Settlement Class Members to be excluded from the Settlement must be either postmarked by the U.S. Postal Service (in the case of mailed exclusions) or actually received by the Settlement Administrator (in the case of electronically submitted exclusions). Exclusion requests must comply with Section VII of this Agreement to be valid.
- k. 98 days after entry of the Preliminary Approval Order: The Settlement Administrator shall provide to and Lead Class Counsel must file a list of all exclusions with the Court.
- l. 98 days after entry of the Preliminary Approval Order: Any Person or attorney seeking to appear at the Fairness Hearing must file with the Court and serve on Lead Class Counsel and counsel for Defendant an entry of appearance in the Lawsuit and notice of intention to appear at the Fairness Hearing. This includes any person objecting to any or all of the certification of the Settlement Class, designation of Plaintiffs as Class Representatives, appointment of Lead Counsel and Class Counsel, the Settlement, the Agreement, or Class Counsel's Fee Application. This notice of intention to appear must substantially comply with Section VII of this Agreement to be valid.
- m. 105 days after entry of the Preliminary Approval Order: Lead Class Counsel shall file their reply, if any, in support of Final Approval,

and which may address any Objections. Defendant may separately file a reply memorandum in support of Final Approval by this deadline.

- n. 105 days after entry of the Preliminary Approval Order: Lead Class Counsel shall file their reply, if any, in support of the Fee Application, and which may address any Objections.
- o. 126 days after entry of the Preliminary Approval Order: The Court, at its convenience, will hold the Fairness Hearing.
- p. 243 days after entry of the Preliminary Approval Order: Claims Deadline: All claims by Settlement Class Members to the Settlement Administrator for benefits, except as otherwise provided in Section IV.C. of this Agreement, shall be postmarked by the U.S. Postal Service (in the case of mailed Claim Forms) or received (in the case of electronic Claim Forms). Claims received after this date shall not be Valid Claims. The Claims Deadline is a material term of the Settlement, without which Defendant would not have entered into this Agreement.
- q. For the purpose of computing deadlines, the Parties incorporate Federal Rule of Civil Procedure 6(a)(1).

C. Final Approval

- 1. At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which (i) grants final approval of the certification of the Settlement Class, designation of the Class

Representatives, and designation of Lead Class Counsel and Class Counsel, all as conditionally approved in the Preliminary Approval Order; (ii) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (iii) provides for the release of all Released Claims; (iv) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuit, and incorporates the releases and covenant not to sue stated in this Agreement; (v) authorizes the payment by Whirlpool of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement; (vi) lists all dates relating to the administration of the settlement; and (vii) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.

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

- A. Any Class Member shall have the right to be excluded by providing a written request postmarked no later than 91 days following the entry of the Preliminary Approval Order, which deadline shall be set forth in the Summary Notice, FAQ, and Publication Notice. These notices shall provide instructions to Settlement Class Members who wish to exclude themselves from the Settlement Class regarding the exclusion procedure that must be followed to be excluded from the Settlement Class. Each Class Member wishing to be excluded from the settlement shall request from the Settlement Administrator a Request for Exclusion where the Class Member shall include their name, email address, mailing address, and mobile phone number together with the model number and serial number of their Class Refrigerator. To be valid, Requests for Exclusion must include all of the

information listed above, must be individually signed by each Class Member wishing to be excluded, and must be submitted to the Settlement Administrator individually. Mass or class opt outs shall not be allowed. The Settlement Administrator shall assign a unique identifier to each properly-submitted Request for Exclusion to individually track those individuals who shall be reported to the Court as having been excluded from the Settlement Class.

- B. Within 7 days after the Court-ordered Exclusion deadline, the Settlement Administrator shall provide counsel for Whirlpool and Lead Class Counsel a list of the names and addresses of the members of the Settlement Class who have requested to be excluded.
- C. If the number of Settlement Class Members who properly request exclusion totals 5% or more of the total class, Whirlpool, in its sole option, shall have the right to withdraw from the Settlement and terminate this Agreement.
- D. The notices also shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file with the Court an objection in writing, stating the basis of the objection. Objections must also be served on Lead Class Counsel and counsel for Whirlpool by the stated deadline. Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the model number and serial number of the Class Refrigerator the Class Member owns or owned; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature. The notices shall specify that

the requirement to file a written objection may be excused upon a showing of good cause and that the Court will require only substantial compliance with the requirements for submitting an objection.

- E. Settlement Class Members submitting objections who wish to appear either personally or through independent counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the notice. Only Settlement Class Members who specify in their objections that they intend to appear personally or through independent 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.
- F. Any Class Member who does not so object by the timely filing and delivery of an objection (pursuant to the procedures set forth in the FAQ) 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.

**VIII. LEAD CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND EXPENSES AND SERVICE AWARDS TO PLAINTIFFS**

- A. In addition to all other benefits and monetary relief Whirlpool has agreed to provide to Settlement Class Members, including payment of Valid Claims and the Administration and Notice Expenses, as part of this Settlement, Whirlpool has agreed to and shall also pay Class Counsel reasonable attorney fees and costs

together and also pay Service Awards to Plaintiffs based on their work in prosecuting the Lawsuits and obtaining the benefits in this Agreement as approved by the Court.

- B. Whirlpool does not oppose and agrees to pay, as approved by the Court, \$2,750,000 as the reasonable amount of attorney fees to be paid to Class Counsel, plus reimbursement of reasonable costs and expenses up to \$60,000 (together, “Attorney Fees and Expenses”) and Class Counsel agrees that they shall not seek or be awarded, nor shall Class Counsel accept, any amount of Attorney Fees and Expenses exceeding said amounts. The award of reasonable Attorney Fees and Expenses shall be paid by Whirlpool as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement. Class Counsel shall not seek and Whirlpool shall not pay supplemental attorney fees or costs for any work performed in the Lawsuit, the settlement of them, the administration of the Settlement, or in any appeal, after the date of the Fee Application.
- C. The Parties also agree that Lead Class Counsel may apply to the Court for reasonable Service Awards of up to, but not exceeding, \$5,000.00 each to Plaintiffs-Class Representatives Stacy Costa, Ryan Butler, Mark Gandara, Nathaniel Guerrero, David Hayden, Patrick Kempf, Wallace McDuffey, Timothy Middlebrooks, Missy Robinson, Misty Rombach, Kristen Tata, Melanie Fiorucci, Lamont Kincaid, and Leslie LaManna, who are serving as Settlement Class Representatives in the Action, in addition to any other benefit to which Plaintiffs may be entitled under the terms of this Agreement, and to be paid separately from

the Attorney Fees and Expenses by Whirlpool as set forth below. Whirlpool will not oppose and agrees to pay, as approved by the Court, said Service Awards for the aforesaid Plaintiffs-Class Representatives.

- D. Whirlpool shall pay the Court-approved Attorney Fees and Expenses and Service Awards in the form of a wire transfer or one or more checks delivered into a trust account to be identified by Lead Class Counsel, within 30 days after the Effective Date. Lead Class Counsel shall provide to Defendant's counsel in a timely manner all information necessary to enable Whirlpool to make such deposits within the time required.
- E. Lead Class Counsel shall have the authority to determine and make an allocation of the award of Attorney Fees and Expenses to Class Counsel and any counsel representing any of the Settlement Class who claim an entitlement to share in any fees or costs approved by the Court and paid by Whirlpool. Any disputes regarding such allocations shall be resolved by the Court. Whirlpool shall not be responsible for payment of any attorneys' fees or expenses other than the amounts agreed to above and as approved by the Court.
- F. Any issues relating to Attorney Fees and Expenses or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the

Parties other than as set forth above. In the event the Court declines to approve, in whole or in part, the payment of Attorney Fees and Expenses to Class Counsel or the payment of any Plaintiff Service Award in the amount sought by Lead Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect.

## **IX. RELEASES**

- A. As of the Effective Date of this Agreement, Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiffs or Settlement Class Members now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any acts, omissions, harms, matters, causes, or events whatsoever that have occurred from the beginning of time up to and including the Effective Date of this Agreement, and that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Refrigerators that are alleged or could have been alleged in the Lawsuit arising out of or relating to a Wire Harness Issue, including without limitation all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of replacement, statutory, or premium-price damages or restitution (the “Released Claims”).

- B. This release, however, will not extinguish, and the Released Claims do not include, claims for personal injury or for damage to property other than to the Class Refrigerator itself.
- C. By executing this Agreement, the Parties acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuit shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Final Approval Order shall provide for and effect the full and final release, by Plaintiffs and all Settlement Class Members, of all Released Claims.
- D. Future or Unknown Harm and Waiver of Statutory Rights: It is possible, although unlikely, that other injuries, damages, losses, or future consequences or results of the sale, purchase, use, non-use, need for repair, or repair of the Class Refrigerators are not currently known by Plaintiffs and Settlement Class Members and will develop or be discovered. The Release in this Agreement, and the compromise on which it is based, including the benefits available for Post-Notice Wire Harness Issues, is expressly intended to cover and include a release by Plaintiffs and each Settlement Class Member of all such future injuries, damages, losses, or future consequences or results, excluding any future injury to person or to property other than the Class Refrigerator itself, and including a release and waiver of all rights, causes of actions, claims, and lawsuit against the Releasees that may exist or arise in the future because of such future injuries, damages, losses, or future consequences or results of known or unknown injuries arising out of or relating to a Wire Harness Issue.

- E. Plaintiffs and the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against Releasees. In furtherance of such intention, the release herein given by Plaintiffs and the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release of all claims covered in Section IX.A, notwithstanding the discovery of existence of any such additional or different claims or facts.
- F. Plaintiffs and the Settlement Class Members expressly consent that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuit, or causes of action as referenced above. Plaintiffs and the Settlement Class Members acknowledge and agree that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that without this waiver the compromise settlement would not have been accomplished. Plaintiffs have been advised by their attorneys with respect to this waiver and, being of competent mind, understand and acknowledge its significance.
- G. Each Party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall

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

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

**X. COVENANT NOT TO SUE**

Plaintiffs (i) covenant and agree that neither they, nor anyone authorized to act on their behalf, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by the Releasees, or any of them, in connection with the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of them or any putative class of Class Refrigerator owners arising out of or relating to a Wire Harness Issue; and (iii) agrees that this Agreement shall be a complete bar to any such action by Plaintiffs.

**XI. REPRESENTATIONS AND WARRANTIES**

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

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

- E. Each of the Parties is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his, her, or its attorneys.
- F. Each term of this Agreement is contractual and not merely a recital.

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

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

## **XIII. ADDITIONAL TERMS**

- A. **Extensions of Time:** Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement and Settlement without needing Court approval, so long as all actions required by this Agreement are concluded prior to the close of the claims period.
- B. **Cooperation:** The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.
- C. **Interpretation and Construction:** Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

D. **Conditional Nature of Agreement:**

1. At Plaintiffs' option, expressed in written notice to Defendant's counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court materially alters any of the terms of this Agreement to the detriment of Plaintiffs or the Settlement Class, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
2. At Defendant's option, expressed in written notice to Lead Class Counsel, this Agreement shall become null and void, and no obligation on the part of any of the Parties will accrue, if (a) the Court declines to certify the Settlement Class as provided in the Preliminary Approval Order; or (b) the Court materially alters any of the terms of this Agreement to the detriment of Defendant, or fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties.
3. Should this Agreement become null and void as specified in this Section, the Parties shall return to their prior positions in the Lawsuit as they existed immediately prior to the execution of this Agreement.

E. **Severance/Severability:** With the exception of the provision for Attorney Fees and Expenses to Class Counsel and Service Awards to Plaintiffs, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to

waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

- F. **Return or Destruction of Confidential Documents:** Within thirty (60) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuit.
- G. **Governing Law:** With the exception of the Court's determination of a reasonable award of Attorney Fees and Expenses to Class Counsel, which the Parties agree shall be governed by federal law, this Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Delaware, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware.
- H. **Entire Agreement of the Parties:** This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- I. **Binding on Agents, Successors, and Assigns:** This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.
- J. **No Extension of Whirlpool's Written Warranties:** In connection with this Agreement and Settlement, Whirlpool has not agreed to any extension of its written

warranties for the Class Refrigerators. The only Settlement benefits are those expressly described in this Agreement.

- K. **Court Approval:** The parties agree to seek approval of this proposed Settlement in the United States District Court for the District of Delaware in *Stacy Costa et. al. v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.).

#### **XIV. LEAD CLASS COUNSEL CONTACT INFORMATION**

- A. Any written notice to Lead Class Counsel contemplated by this Agreement shall be sent to the following by first-class United States Mail and email:

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

- B. Any written notice to Defendant's counsel contemplated by this Agreement shall be sent to the following by first-class United States Mail and email:

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

**\*\*\*SIGNATURES TO FOLLOW ON SEPARATE PAGES  
AND MAY BE APPLIED BY ELECTRONIC MEANS\*\*\***

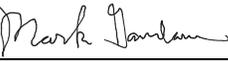
**SIGNATURES OF THE PARTIES**

Dated: February 26, 2026

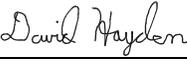
**PLAINTIFFS:**

s/   
\_\_\_\_\_  
STACY COSTA

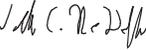
s/   
\_\_\_\_\_  
RYAN BUTLER

s/   
\_\_\_\_\_  
MARK GANDARA

s/   
\_\_\_\_\_  
NATHANIEL GUERRERO

s/   
\_\_\_\_\_  
DAVID HAYDEN

s/   
\_\_\_\_\_  
PATRICK KEMPF

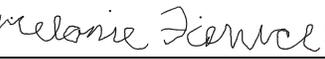
s/   
\_\_\_\_\_  
WALLACE MCDUFFEY

s/   
\_\_\_\_\_  
TIMOTHY MIDDLEBROOKS

s/   
\_\_\_\_\_  
MISSY ROBINSON

s/   
\_\_\_\_\_  
MISTY ROMBACH

s/   
\_\_\_\_\_  
KRISTEN TATA

s/   
\_\_\_\_\_  
MELANIE FIORUCCI

s/   
\_\_\_\_\_  
LAMONT KINCAID

s/   
\_\_\_\_\_  
LESLIE LAMANNA

**DEFENDANT:**

s/   
\_\_\_\_\_  
Name: Bryan Browning  
Title: Assistant General Counsel

**SIGNATURES OF COUNSEL FOR APPROVAL**

Dated: February 26, 2026

**READ AND APPROVED:**

  
\_\_\_\_\_  
Timothy N. Mathews  
Lead Class Counsel

  
\_\_\_\_\_  
Andrew M. Unthank  
Counsel for Defendant

# **Exhibit 1**

**WHIRLPOOL REFRIGATOR BROKEN WIRE  
CLASS ACTION SETTLEMENT  
CLAIM FORM**

Claim Forms must be Postmarked or submitted online by **[CLAIM DEADLINE]**

This Claim Form guides you through the process of submitting a claim for:

- a. **Cash reimbursement for certain out-of-pocket costs** for refrigerator repairs or replacements (“Paid Qualifying Repairs” or “Paid Qualifying Replacements”) in response to a Past Wire Harness Issue that occurred before **[NOTICE DATE]** and between years two and seven after your Class Refrigerator’s purchase or manufacture date (the “In-Service Date”), *or*
- b. **A repair or cash reimbursement** if you currently have a Wire Harness Issue as of the **[NOTICE DATE]**.

To receive these benefits, you must complete, sign, date, and submit this form and provide the specified records to receive reimbursements or repairs pursuant to the class action settlement in *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.).

Note: for Wire Harness Issues that occur in the future **after [NOTICE DATE]**, you should contact Whirlpool within 90 days of the occurrence of your Wire Harness Issue at **[Whirlpool 1-800 Number]** or **[EMAIL]** to claim repair options, or contact the Settlement Administrator within 90 days of the occurrence of the Wire Harness Issue at **[METHOD]** to claim cash reimbursement options.

Please review the class notice and FAQs, available on the settlement website at **[SETTLEMENT WEBSITE]**, for details concerning the types of expenses that are covered and eligibility criteria, as well as additional information about the Settlement and its benefits. All claims for reimbursement are subject to the conditions set forth in the Settlement.

You may submit your Claim Form, along with supporting documentation, **online** at **[SETTLEMENT WEBSITE]** or by U.S. mail to the following address: **[SETTLEMENT ADMIN ADDRESS]**

**SUBMITTING A CLAIM – COMPLETE 6 STEPS**

**STEP 1 – Provide Your Name and Contact Information**

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

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**STEP 2 – Provide Information About Your Class Refrigerator & Class Membership**

---

**A. Provide your refrigerator’s model and serial number:**

Model Number of Class Refrigerator: \_\_\_\_\_ Serial Number: \_\_\_\_\_

*Note:* To locate the model and serial number, look for the tag on the inside frame of your refrigerator door. Be sure to carefully review your model and serial number. If you do not provide a valid model and unique serial number, you will not be entitled to any benefit.

To confirm your refrigerator is a Class Refrigerator, you can input your serial number into the lookup tool on the Settlement Website: **[SETTLEMENT WEBSITE]**.

**B. Check the applicable boxes to prove you are a Class Member.**

- I am a resident of the United States or its territories who purchased, received as a gift, or acquired as part of the purchase or remodel of a home, a new Class Refrigerator.

If you cannot check the box above, **STOP**; you are not entitled to any compensation or benefit under this Settlement.

If you checked the box above, please complete ONE of the following:

- Proof of Class Membership by Documentation*: I have proof of the above, including, but not limited to, purchase receipts, credit card statements, and warranty registrations. If you checked this box you **must** provide the necessary documents.

- OR -

- Proof of Class Membership by Declaration (no documentation required)*: I do not have supporting documentation of Class membership. If you checked this box, please sign and date the following statement:

I declare under penalty of perjury of the laws of the United States that I have searched for but am unable to find documentary proof, but that I qualify for membership in the class because I either purchased a Class Refrigerator new, acquired a new Class Refrigerator as part of a purchase or remodel of a home, or received a new Class Refrigerator as a gift.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C. In-Service Date – Check ONE of the following:**

- I have and want to submit documentation showing the date I purchased my Class Refrigerator. If you checked this box, you **must** submit documentation showing your purchase or delivery date, such as purchase receipts, delivery invoices, and/or credit card statements.
- I do not have or do not want to submit documentation showing the date I purchased my class Refrigerator.

The benefits for which you qualify are based on the number of years since your product was manufactured, as determined by its serial number. If you have documentation showing when you bought or received the product, you may submit it, and that later date will be used instead. This is called the “In-Service Date.”

**D. Submit Dated Proof that You Experienced a Wire Harness Issue (i.e., Broken Wires).**

Check *the appropriate* boxes below. You must select at least one.

- Check this box if you received a Summary Notice by email or mail indicating that you are a “Prequalified Settlement Class Member.” If so, you may but *are not required to* submit documentation that you had a Wire Harness Issue prior to, or as of, [NOTICE DATE]. If you checked this box, please provide your “PQCM Number” from your Summary Notice:

**PQSCM No.:** \_\_\_\_\_

- I have proof that I experienced a Wire Harness Issue in years 2 through 7 after my In-Service Date, such as *dated* service tickets, estimates, or receipts; dated communications with Whirlpool or your retailer; or original photographs that include file information showing the date the photo was created/taken—which you can upload directly from your smartphone—and a declaration of authenticity. If you checked this box, you **must** submit this documentary proof.

- I have proof that I experienced a Wire Harness Issue prior to [NOTICE DATE], but I cannot prove that the Wire Harness occurred within seven years after the In-Service Date. If you checked this box, you are only entitled to claim the repair option below, and you must submit documentary proof of the Wire Harness Issue, such as service tickets, estimates, or receipts; communications with Whirlpool or your retailer; or original photographs that include file information showing the date the photo was created/taken.

[Online only: If you checked this box, then at the end of your Claim Form submission you will be presented with a QR code to scan with your smartphone to upload a dated photo from your phone]

**STEP 3 – Check the appropriate box(es) to make a benefit election and provide the requested information.**

- Partial Reimbursement for Repair Costs Incurred Prior to [NOTICE DATE]:** I paid out of pocket to repair a Wire Harness Issue prior to [NOTICE DATE], and I am claiming a partial reimbursement for those repair costs. If you checked this box, you must provide the following information and supporting documentation below.

1. *The Amount You Paid for the Paid Qualifying Repair:* \$      •

Note: if your claim is approved, you are only entitled to a partial reimbursement of this expense. Please see [SETTLEMENT WEBSITE] for details regarding the reimbursement percentages.

2. *Provide documentary proof that you paid out of pocket for the Paid Qualifying Repair:*

You **must** submit proof showing (i) the amount charged for the repair, and (ii) proof that you paid out of pocket, such as receipts or service estimates/invoices combined with credit card or bank statements showing actual payment.

3. *Optional – Evidence of Pre-Repair Notice of the Wire Harness Issue to Whirlpool or your Retailer.*

- I have proof that I contacted Whirlpool or my retailer regarding the Wire Harness Issue before I repaired my refrigerator. If you checked this box, then you **must** submit proof, such as copies of letters, emails, chats, reviews or similar to Whirlpool or your retailer relating to your Wire Harness Issue.

\*If you are a Prequalified Settlement Class Member, then you do not need to provide this information.

Note: If you paid out of pocket for wire splicing or wire reconnection, then you are also eligible to select the “Repair Option for Preexisting Wire Harness Issue Not Yet Repaired or Replaced,” below.

- Partial Reimbursement for Replacement Purchases Prior to [NOTICE DATE]:** I paid out of pocket to purchase a replacement refrigerator due to a Wire Harness Issue that occurred prior to [NOTICE DATE], and I am claiming a partial reimbursement of the original purchase price of my Class Refrigerator. If you checked this box, you must provide the following information and supporting documentation below.

1. *Provide documentary proof that you paid out of pocket for a Paid Qualifying Replacement.*

You **must** submit proof that you paid out of pocket for a replacement refrigerator and the date, such as purchase receipts and/or delivery receipts combined with credit card statements.

2. *Provide documentary proof of the original purchase price of your Class Refrigerator.*

You **must** submit proof of the purchase price of your original Class Refrigerator, such as purchase receipts or delivery invoices.

State the Amount You Paid for the Paid for the Class Refrigerator: \$      •

Note: if your claim is approved, you are only entitled to a partial reimbursement of this expense. Please see [SETTLEMENT WEBSITE] for details regarding the reimbursement percentages.

3. *Optional – Evidence of Pre-Repair Notice of the Wire Harness Issue to Whirlpool or your Retailer.*

- I have proof that I contacted Whirlpool or my retailer regarding the Wire Harness Issue before I replaced my refrigerator. If you checked this box, then you **must** submit proof, such as copies of letters, emails, chats, reviews or similar to Whirlpool or your retailer relating to your Wire Harness Issue.

\*If you are a Prequalified Settlement Class Member, then you do not need to provide this information.

- Repair Option** for Preexisting Wire Harness Issue Not Yet Repaired or Replaced: I have a Wire Harness Issue that occurred prior to, or as of, [NOTICE DATE], that has not yet been repaired or replaced with a new refrigerator, and I am claiming repair parts or parts plus labor if the failure occurred within four years of the In-Service Date. To receive a free replacement door and/or labor for your Class Refrigerator, you must check this box and complete all other STEPS in this Claim Form. A representative will contact you to schedule the repair and/or delivery of a new freezer door.

- Payment Option** for Preexisting Wire Harness Issue Not Yet Repaired or Replaced: I have a Wire Harness Issue that occurred within seven years of the In-Service Date and prior to, or as of, [NOTICE DATE], that has not yet been repaired or replaced with a new refrigerator, and I am claiming a partial cash reimbursement of my original purchase price. If you checked this box, you must provide the following information and supporting documentation below.

1. *Provide documentary proof of the original purchase price of your Class Refrigerator.*

You **must** submit proof of the purchase price of your original Class Refrigerator, such as purchase receipts or delivery invoices.

2. *State the Amount You Paid for the Paid for the Class Refrigerator:* \$ [ ] [ ] [ ] [ ] [ ] • [ ] [ ]

Note: if your claim is approved, you are only entitled to a partial reimbursement of this expense. Please see [SETTLEMENT WEBSITE] for details regarding the reimbursement percentages.

**STEP 4: Payment Selection**

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If you elected a benefit that provides a cash reimbursement, please select one of the following payment options:

- Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

- Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

- PayPal** – Enter your PayPal email address: \_\_\_\_\_

- Physical Check** - Payment will be mailed to the address provided in STEP 1 above.

**STEP 5: Certification Statement**

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All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP 6: Submit Your Claim**

---

This Claim Form and all required documents/paperwork must be submitted through [SETTLEMENT WEBSITE] by [CLAIM DEADLINE], or mailed and post-marked no later than [CLAIM DEADLINE], to:

Settlement Administrator

[SETTLEMENT ADMIN ADDRESS]

**For more information, please view the Class Notice, call the Claims Administrator at [Admin 1-800 Number], or visit [SETTLEMENT WEBSITE]**

## **Exhibit 2**

| <b>CLASS MODELS</b><br>(All eng digits & colors included) |
|-----------------------------------------------------------|
| JSC23C9EEM00                                              |
| KRSC500ESS00                                              |
| KRSC500ESS01                                              |
| KRSC503EBS00                                              |
| KRSC503EBS01                                              |
| KRSC503ESS00                                              |
| KRSC503ESS01                                              |
| KRSC700HBS00                                              |
| KRSC700HBS01                                              |
| KRSC700HBS04                                              |
| KRSC700HPS00                                              |
| KRSC700HPS01                                              |
| KRSC700HPS04                                              |
| KRSC703HBS00                                              |
| KRSC703HBS01                                              |
| KRSC703HBS04                                              |
| KRSC703HPS00                                              |
| KRSC703HPS01                                              |
| KRSC703HPS04                                              |
| KRSF505EBL00                                              |
| KRSF505ESS00                                              |
| KRSF505ESS01                                              |
| KRSF505EWH00                                              |
| KRSF505EWH01                                              |
| KRSF705HBS00                                              |
| KRSF705HBS01                                              |
| KRSF705HBS04                                              |
| KRSF705HPS00                                              |
| KRSF705HPS01                                              |
| KRSF705HPS04                                              |
| MSB26C6MDE03                                              |
| MSB26C6MDH02                                              |
| MSB26C6MDM02                                              |
| MSC21C6MDM02                                              |
| MSC21C6MEZ00                                              |
| MSC21C6MFZ00                                              |
| MSC21C6MFZ05                                              |
| MSS25C4MGB00                                              |
| MSS25C4MGB03                                              |
| MSS25C4MGB06                                              |

| <b>CLASS MODELS</b><br>(All eng digits & colors included) |
|-----------------------------------------------------------|
| MSS25C4MGK00                                              |
| MSS25C4MGW00                                              |
| MSS25C4MGW03                                              |
| MSS25C4MGW06                                              |
| MSS25C4MGZ00                                              |
| MSS25C4MGZ03                                              |
| MSS25C4MGZ06                                              |
| MSS26C6MEZ00                                              |
| MSS26C6MFB00                                              |
| MSS26C6MFB01                                              |
| MSS26C6MFW00                                              |
| MSS26C6MFW01                                              |
| MSS26C6MFZ00                                              |
| WRS555SIHB00                                              |
| WRS555SIHB03                                              |
| WRS555SIHB06                                              |
| WRS555SIHV00                                              |
| WRS555SIHV03                                              |
| WRS555SIHV06                                              |
| WRS555SIHW00                                              |
| WRS555SIHW03                                              |
| WRS555SIHW06                                              |
| WRS555SIHZ00                                              |
| WRS555SIHZ03                                              |
| WRS555SIHZ06                                              |
| WRS571CIDB00                                              |
| WRS571CIDB01                                              |
| WRS571CIDB02                                              |
| WRS571CIDM01                                              |
| WRS571CIDM02                                              |
| WRS571CIDW00                                              |
| WRS571CIDW01                                              |
| WRS571CIHB00                                              |
| WRS571CIHB01                                              |
| WRS571CIHB02                                              |
| WRS571CIHB04                                              |
| WRS571CIHV00                                              |
| WRS571CIHV01                                              |
| WRS571CIHV02                                              |
| WRS571CIHV04                                              |



| <b>CLASS MODELS</b><br><b>(All eng digits &amp; colors included)</b> |
|----------------------------------------------------------------------|
| WRS586FIEE00                                                         |
| WRS586FIEH00                                                         |
| WRS586FIEM00                                                         |
| WRS586FLDM00                                                         |
| WRS588FIHB06                                                         |
| WRS588FIHV06                                                         |
| WRS588FIHW06                                                         |
| WRS588FIHZ06                                                         |
| WRS970CIDE00                                                         |
| WRS970CIHZ04                                                         |
| WRS973CIHZ04                                                         |
| WRS71CIHZ05                                                          |
| MSB26C6MDE02                                                         |
| MSS25C4MGB07                                                         |
| MSS25C4MGW07                                                         |
| MSS25C4MGZ08                                                         |
| WRS555SIHB07                                                         |
| WRS555SIHV07                                                         |
| WRS555SIHW07                                                         |
| WRS555SIHZ08                                                         |
| WRS586FIEE01                                                         |
| WRS586FIEH01                                                         |
| WRS586FIEM02                                                         |
| WRS586FLDM02                                                         |
| WRS586FIEE02                                                         |
| WRS586FIEH02                                                         |

# **Exhibit 3**

**If you purchased a Whirlpool-manufactured side-by-side refrigerator, you may be entitled to benefits from a class action settlement.**

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

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

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBMIT A CLAIM</b></p> <p>Deadline for Past Wire Harness Issues: [DATE]</p> <p>Deadline for eligible future Wire Harness Issues: 90 days after discovery of the Wire Harness Issue</p> | <p>Submitting a Claim is the only way to seek benefits relating to a Class Refrigerator that experienced Wire Harness Issue.</p> <p>For eligible Wire Harness Issues that occurred prior to [NOTICE DATE] (a “Past Wire Harness Issue”), you must submit a Claim Form to the Settlement Administrator by [CLAIM DEADLINE].</p> <p>For eligible Wire Harness Issues that occur after [NOTICE DATE] (a “Post-Notice Wire Harness Issue”) you must contact Whirlpool or the Settlement Administrator within 90 days of discovering the Wire Harness Issue.</p> |
| <p><b>EXCLUDE YOURSELF</b></p> <p>Deadline: [DATE]</p>                                                                                                                                       | <p>Excluding yourself, or “opting out,” is the only option that allows you to ever be part of another lawsuit against Whirlpool for the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits provided by this Settlement.</p>                                                                                                                                                                                                                                            |
| <p><b>OBJECT</b></p> <p>Deadline: [DATE]</p>                                                                                                                                                 | <p>Mailing an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>ATTEND THE FAIRNESS HEARING</b></p> <p>[DATE] at [TIME]</p>                                                                                                                            | <p>You may request an opportunity to speak in Court about the fairness of the Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>DO NOTHING</b></p>                                                                                                                                                                     | <p>If you do not object to the settlement, exclude yourself from the settlement, or make a claim for a Past Wire Harness Issue or Post-Notice Wire Harness Issue as part of this settlement, you will <u>not</u> receive any benefits of this Settlement, and you will give up your right to ever be part of another lawsuit against Defendant about the legal claims resolved by this Settlement.</p>                                                                                                                                                      |

- These rights and options are explained in this Notice. All capitalized terms in this notice have the same meanings as defined in the Settlement Agreement, which can be viewed at [SETTLEMENT WEBSITE].
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement and you submit a valid claim, benefits will be issued after any appeals are resolved. Please be patient.

**QUESTIONS? CALL [ADMIN 1-800 NUMBER] OR GO TO [SETTLEMENT WEBSITE]**

### BASIC INFORMATION

#### 1. Why was this notice issued?

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

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

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

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

| JennAir         |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|
| JSC23C9EEM00    |                 |                 |                 |
| KitchenAid      |                 |                 |                 |
| KRSC500ESS01    | KRSC700H*S00-04 | KRSF505E**01    | KRSF705HPS00-04 |
| KRSC503E**01    | KRSC703H*S00-04 | KRSF705HBS00-01 |                 |
| Maytag          |                 |                 |                 |
| MSC21C6MFZ00-05 | MSS26C6MFB01    | MSS26C6MFW01    | MSS26C6MFZ00    |
| Whirlpool       |                 |                 |                 |
| WRS571CIHB00-04 | WRS588FIH*00-04 | WRS973CIDM00    | WRSA71CIHN00    |
| WRS571CIH*00-04 | WRS970CIDM00    | WRS973CIHV00-01 | WRSA71CIHZ00-04 |
| WRS586FIEM04-05 | WRS970CIHZ00-01 | WRS973CIHZ00-01 | WRSA88FIH*00    |

Not every refrigerator with these model numbers is included. To check whether your specific refrigerator is included, you can check the serial number on the Settlement Website at: [\[SETTLEMENT WEBSITE\]](#)

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

#### 3. What is the lawsuit about?

The Lawsuit claims that the Class Refrigerators can experience a failure or breakage of certain wires running to a Class Refrigerator’s freezer door that causes a failure of one or more of the Class Refrigerator’s in-door features, including the ice maker, ice dispenser, water dispenser, and/or control panel (called a “Wire Harness Issue”). The Lawsuit further claims that the Defendant breached warranties, was negligent, and fraudulently concealed the Wire Harness Issue in connection with the manufacture and sale of the Class Refrigerators.

Defendant denies the claims made in the Lawsuit. Defendant also denies that it violated any law or engaged in any wrongdoing.

The Settlement does not include or release any personal injury claims or property damage claims other than for damage to the Class Refrigerator itself.

#### 4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue for all people who have similar claims. Together, these people with similar claims are called a “Settlement Class” or “Class Members.” One court resolves the legal issues for all Class Members, except for those who exclude themselves from the Settlement Class.

#### 5. Why is there a Settlement?

The Court did not decide which side was right or whether the Class Refrigerators are defective. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Settlement does not mean that the Court found that Whirlpool broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

### THE SETTLEMENT CLASS—WHO IS INCLUDED

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

The Settlement Class includes all persons who: (a) purchased a new Class Refrigerator for residential use from Defendant or its authorized resellers, within the United States and its territories; (b) acquired a Class Refrigerator as part of the purchase or remodel of a home; or (c) received a new Class Refrigerator as a gift from someone who purchased the refrigerator from Defendant or its authorized resellers, within the United States and its territories.

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

To determine if you are a Class Member, you need to verify that the model number and serial number of your refrigerator are listed among qualifying Class Refrigerators in the Settlement. You can check whether your refrigerator is a Class Refrigerator by inputting the serial number at the Settlement Website, [\[SETTLEMENT WEBSITE\]](#).

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

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendant and its parents, subsidiaries, or affiliates; (2) attorneys appearing in this case and their household members, (3) insurers of Class Members; (4) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Class Refrigerator purchaser, a Class Refrigerator owner, or a Class Member; (5) all third-party issuers or providers of extended warranties or service contracts for the Class Refrigerator; and (6) persons who timely and validly exercise their right to be removed from the Settlement Class as detailed in Question 20 below.

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

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

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

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

Class Members who experienced a Wire Harness Issue in their Class Refrigerator between years two and seven

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

| Years From In-Service Date When Paid Qualifying Repair Performed or Replacement Purchased | Cash Reimbursement for Paid Qualifying Repair                                                                    | Cash Reimbursement for Paid Qualifying Replacement as % of Original Purchase Price                               |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 2-4                                                                                       | 75% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 65% if not | 50% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 45% if not |
| 5                                                                                         | 60% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 50% if not | 40% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 35% if not |
| 6-7                                                                                       | 45% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 35% if not | 30% if, before paying out-of-pocket, Class Member provided notice to Whirlpool of Wire Harness Issue; 25% if not |

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

Eligibility for this benefit requires all Class Members to submit their Class Refrigerator model and serial numbers and to prove through the submission of documentary proof or, alternatively, a declaration for some requirements, (1) that the Class Member purchased a Class Refrigerator new, or acquired a new Class Refrigerator as part of a purchase or remodel of a home, or received a new Class Refrigerator as a gift, (2) that the Class Member experienced a Wire Harness Issue, and (3) that the Class Member paid out-of-pocket to repair or replace his or her Class Refrigerator in response to a Wire Harness Issue.

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

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

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

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

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

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

Eligibility for this benefit requires all Class Members to submit their Class Refrigerator model and serial numbers and to prove through the submission of documentary proof or, alternatively, a declaration for some requirements, (1) that the Class Member purchased a Class Refrigerator new, or acquired a new Class Refrigerator as part of a purchase or remodel of a home, or received a new Class Refrigerator as a gift, (2) that the Class Member experienced a Wire Harness Issue, and (3) proof of payment for the reimbursement option.

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

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

You will have until **[CLAIM DEADLINE]** to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses for a past Wire Harness Issue.

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

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

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

To receive the repair benefit, you should contact Whirlpool within 90 days of the occurrence of your Wire Harness Issue at **[Whirlpool 1-800 Number]** or **[EMAIL]** before undertaking any repair or replacement. To receive the cash reimbursement benefit, you should contact the Settlement Administrator within 90 days of the occurrence of the Wire Harness Issue at **[METHOD]**.

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

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

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

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

If you qualify, you may receive one benefit for each Class Refrigerator that you purchased or acquired. You must submit a separate Claim Form for each Class Refrigerator.

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

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

**Past or Preexisting Wire Harness Issues:** To claim the benefits described in Question numbers 10 and 11 above for Past or Preexisting Wire Harness Issues, you must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail by [CLAIM DEADLINE] for reimbursements for Wire Harness Issue occurring prior to [NOTICE DATE]. Claim Forms are available for download and submission at [SETTLEMENT WEBSITE]. You can also contact the Settlement Administrator by telephone at [1-800-NUMBER], by email at [EMAIL], or by writing to Refrigerator Settlement Claims Administrator, Costa v. Whirlpool Corp. Refrigerator Settlement, Attn: Class Action Administrator, [SETTLEMENT ADMIN ADDRESS], to request a Claim Form.

**Post-Notice Wire Harness Issues:** To claim the benefits described in Question number 13 above for Post-Notice Wire Harness Issues, you must contact Whirlpool at [Whirlpool 1-800 Number] or [EMAIL] or the Settlement Administrator at [METHOD] within 90 days after you first experience the Post-Notice Wire Harness Issue and before undertaking any repair or replacement, and Whirlpool will process your Future Repair Coverage credit, if eligible, directly with your servicer. See FAQ No. 13 above.

Note: If you fail to provide the information requested on the Claim Form or if you do not upload or mail your documentary proof, then you will not be entitled to any compensation or benefit under this Settlement.

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

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

#### 18. What are the Released Claims?

The claims that you are releasing, the "Released Claims," are all claims for economic loss relating to the purchase, use and performance of the Class Refrigerators related to the operation and functioning of the Class Refrigerators' Class Refrigerator's external features, including all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, or premium-price damages, arising out of the Class Members' purchases or uses of the Class Refrigerators. The released parties, also called "the Releasees," are Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (c) all distributors, retailers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Refrigerators. The Settlement is expressly intended to cover and include all such claims, actions, and causes of action for economic losses or damages arising out of or relating to Wire Harness Issue in the Class Refrigerators. **The Released Claims, however, do not include any claims for damage to property other than the Class Refrigerator itself or personal injury.**

**QUESTIONS? CALL [ADMIN 1-800 NUMBER] OR GO TO [SETTLEMENT WEBSITE]**

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

## THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

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

Yes. The Court appointed Timothy N. Mathews, Scott M. Tucker, Zachary P. Beatty, Alex M. Kashurba, and Marissa N. Pembroke of Chimicles Schwartz Kriner & Donaldson-Smith LLP as Lead Class Counsel, to represent you and other Class Members. You will not be charged for the services of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel will ask the Court to award up to \$2,810,000 for attorney fees and reimbursement of the litigation expenses and costs incurred and/or advanced. They will also ask for Service Awards of \$5,000.00 to be paid to each of the Class Representatives Stacy Costa, Ryan Butler, Mark Gandara, Nathaniel Guerrero, David Hayden, Patrick Kempf, Wallace McDuffey, Timothy Middlebrooks, Missy Robinson, Misty Rombach, Kristen Tata, Melanie Fiorucci, Lamont Kincaid, and Leslie LaManna. Class Counsel's motion for an award of attorneys' fees, costs, and expenses and Service Awards will describe the factors that support their request, and it will be posted on the Settlement Website, [\[SETTLEMENT WEBSITE\]](#), after it is filed with the Court. If approved, Whirlpool will separately pay these fees, costs, expenses, and Service Awards. **These amounts will not reduce the amount of benefits available to Class Members.** In addition, Defendant has also agreed to pay the Settlement Administrator's fees and expenses, including the costs of mailing and issuing the various Settlement notices and distributing any payments owed to Class Members as part of the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue Defendant about the legal claims in this lawsuit, and you don't want to receive benefits from this Settlement, you must take steps to exclude yourself from the Settlement. This is sometimes called "opting out" of the Settlement Class.

### 21. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must request from the Settlement Administrator a Request for Exclusion. You must provide your name, email address, mailing address, model number, and serial number of your Class Refrigerator. To be valid, your Request for Exclusion must include all the information requested, must be individually signed, and must be individually sent to the Settlement Administrator at the address below with a postmark no later than [\[CLAIM DEADLINE\]](#).

#### *Costa v. Whirlpool Corp. Refrigerator Settlement*

Attn: Settlement Administrator

### 22. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement Class in this Settlement. You can only get Settlement benefits if you stay in the Settlement Class and submit a valid Claim Form for benefits as described above.

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

No. Unless you exclude yourself, you are giving up the right to sue Whirlpool for the claims that this Settlement resolves and releases (see Question 18). You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit involving the same claims.

## OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or with any part of it.

### 24. How do I tell the Court if I don't like the Settlement?

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

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

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

To the Court at:

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

To Lead Class Counsel at:

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

To defense counsel at:

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

Your written objection must be received no later than **OBJECTION DEADLINE**. The requirement to file a written objection as a prerequisite to appearing in court to object to the settlement may be excused upon a showing of good cause.

### 25. What is the difference between objecting and asking to be excluded from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you don't have to.

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

The Court will hold a Fairness Hearing on [DATE] at [TIME], at the U.S. District Court for the District of Delaware, located at the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801-3555, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 28). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and the Service Awards. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Any changes will be posted on the Settlement Website at [SETTLEMENT WEBSITE].

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

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

## 28. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must mail a written request to the Court stating that it is your "Notice of Intent to Appear at the Fairness Hearing in *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN" and serve copies of that Notice on Class Counsel and Defendant using the addresses listed in Question 24. You must include your name, address, telephone number, and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear on your behalf. Your written Notice of Intent to Appear must be mailed to the Court by [NOTICE OF APPEARANCE DEADLINE].

## IF YOU DO NOTHING

### 29. What happens if I don't do anything?

If you do nothing, you won't get any benefits from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Releasees about the legal issues or claims resolved and released by this Settlement.

## GETTING MORE INFORMATION

### 30. What if I feel like I need more information about what I should or should not do?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, available online at [SETTLEMENT WEBSITE]. If you have questions, you may contact the Settlement Administrator at the address listed in response to Question 21, [EMAIL], or [Admin 1-800 Number], or visit Lead Class Counsel's website for their contact information should you wish to communicate with them directly.

You can file a Claim Form at [SETTLEMENT WEBSITE]. Updates regarding the case will also be available on the website.

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

# **Exhibit 4**



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

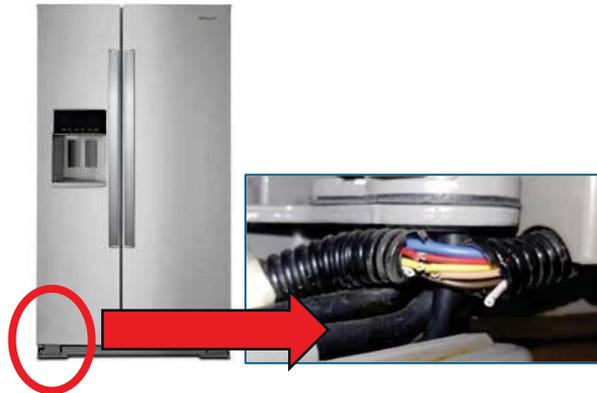
You have been identified as a **Prequalified Settlement Class Member**.

Your **PQSCM Number**: [INSERT UNIQUE NO.]

**What is this Notice about?** You have been identified as a Pre-qualified Class member who purchased or owns a Whirlpool, Maytag, KitchenAid, and Jenn-Air refrigerator subject to a proposed class action settlement that has been preliminarily approved by the United States District Court for the District of Delaware in a lawsuit titled *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.).

This notice is merely a summary. Please visit the settlement website, [SETTLEMENT WEBSITE], or call toll-free [Admin 1-800 Number], for more information on the proposed settlement, including how and when to file a claim for benefits, or object to or exclude yourself from the settlement.

**What is the lawsuit about?** The lawsuit alleges that certain refrigerators manufactured by Whirlpool Corporation between 2018-2021 contain defective wires running to freezer door that can break causing failure of the in-door ice maker, ice dispenser, water dispenser, and/or control panel (“Wire Harness Issues”).



**What benefits are available from the Settlement?** The Settlement benefits include: (1) **reimbursement of a portion of costs incurred for repair or replacement** of refrigerators that experienced Past Wire Harness Issues between years two and seven years after the refrigerator purchase or manufacture date (the “In-Service Date”); (2) **repair or compensation options** for Class members that have an **existing Wire Harness Issue** as of the Notice Date and who have not yet repaired or replaced the refrigerator; and (3) repair or compensation options for **Wire Harness Issues that occur in the future** between years two and seven after the refrigerator In-Service Date.

**How do I receive Settlement benefits?** To receive benefits for Wire Harness Issues that occurred prior to [NOTICE DATE], you must **submit a claim** on or before [CLAIM DEADLINE]. Go to [SETTLEMENT WEBSITE], or call toll-free [Admin 1-800 Number], for more information on how to submit a claim.

To receive benefits for Wire Harness Issues that occur after [NOTICE DATE], you must contact Whirlpool at [Whirlpool 1-800 Number] or [EMAIL] within 90 days after you first experience the Wire Harness Issue and before undertaking any repair or replacement. To receive the repair benefit, you should contact Whirlpool within 90 days of the occurrence of your Wire Harness Issue at [Whirlpool 1-800 Number] or [EMAIL]. To receive the cash reimbursement benefit, you should contact the Settlement Administrator within 90 days of the occurrence of the Wire Harness Issue at [METHOD].

**What does Pre-Qualified mean?** You have been identified as a Class member who previously contacted Whirlpool about a Wire Harness Issue in a Class Refrigerator. Because you are Prequalified, you do not need to submit documentary evidence of having experienced a Wire Harness Issue or having contacted Whirlpool to claim certain benefits under the Settlement. You still need to submit a claim, however, and may need to submit documents to qualify. Go to [SETTLEMENT WEBSITE], or call toll-free [Admin 1-800 Number], for more information on how to submit a claim.

**Can I exclude myself from the Settlement Class?** If you timely exclude yourself from the Settlement Class, you will not be able to receive any benefits of the settlement. If you want to exclude yourself, you must mail an Opt-Out Request to the Settlement Administrator, postmarked no later than [OPT OUT DEADLINE]. The requirements and address are set forth at [SETTLEMENT WEBSITE].

**Can I object to the settlement?** If you want to object to any aspect of the Settlement and/or Class Counsel's request for Attorneys' Fees and Costs or class representative Service Awards, you must file an objection with the Court no later than [OBJECTION DEADLINE]. Details and instructions on the requirements for an objection, what needs to be included, and when and how to file it, are set forth at [SETTLEMENT WEBSITE].

**Do I have a lawyer in this case?** Yes. The Court has appointed the law firm of Chimicles Schwartz Kriner & Donaldson-Smith, LLP as Lead Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

**The Court's Final Fairness Hearing.** The Court will hold a final Fairness Hearing on [DATE] at [TIME], at the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801, to consider whether to approve (1) the Settlement; (2) Class Counsel's Attorneys' Fees and Costs application; and (3) the class representatives' Service Awards. You may request to speak at the final Fairness Hearing by filing a Notice of Intention to Appear with the Court on or before [NOTICE OF APPEARANCE DEADLINE]. The requirements for such Notice are available at [SETTLEMENT WEBSITE]. The date of the hearing may change without further notice, or may be conducted remotely, so please visit [SETTLEMENT WEBSITE] prior to the hearing for any updated information.

Please visit [SETTLEMENT WEBSITE] or call toll free [Admin 1-800 Number] to obtain more complete information about the proposed settlement and your rights.

# **Exhibit 5**

## **Court Preliminarily Approves Class Action Settlement Involving Alleged Broken Wire Defect in Certain Side-by-Side Whirlpool-manufactured Refrigerators**

Haverford, PA, [DATE], 2026/PRNewswire/--

The law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP announces that on [DATE], 2026, the United States District Court for the District of Delaware granted preliminary approval to a nationwide class action settlement in a lawsuit titled *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.). The lawsuit involves an alleged wire harness defect in certain side-by-side refrigerators manufactured by Whirlpool Corporation between 2018 and 2021 under the Whirlpool, Maytag, KitchenAid, and Jenn-Air brand names. The plaintiffs in the lawsuit allege that the Class Refrigerators contain defective wire harnesses running to the in-door ice maker, ice dispenser, water dispenser, and control panel that can break under normal use rendering one or more of the in-door features inoperable.

Under the proposed Settlement, Class members who own a Class Refrigerator and experience an issue with the wire harnesses within two to seven years of purchase can claim **(1)** cash reimbursement for previously incurred out-of-pocket costs to repair or replace a Class Refrigerator, **(2)** repair or payment options for Class Refrigerators that previously experienced a failure and have not yet been repaired or replaced, and **(3)** repair or payment options for Class Refrigerators that experience a future wire harness failure within seven years of the purchase or manufacture date. **The deadline to submit claims for past failures is [CLAIM DEADLINE].**

The Settlement Website, [SETTLEMENT WEBSITE], provides additional information about the lawsuit and settlement, including:

- How to file a claim;
- The ability to file a claim online and submit supporting documentation;
- A full copy of the Settlement Agreement;
- A copy of the detailed Long Form Notice and FAQs explaining the Settlement, the benefits available to class members, and class members' rights and ability to exclude themselves or object to the Settlement;

The Court has scheduled a fairness hearing on [DATE] at [TIME], at the U.S. District Court for the District of Delaware, located at the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801-3555, to determine whether to grant final approval to the settlement. Any change to the date, time, or location of the fairness hearing will be posted on the Settlement Website at [SETTLEMENT WEBSITE].

**Do not contact the Court with any questions regarding this settlement or the claims process.**

# **Exhibit 6**



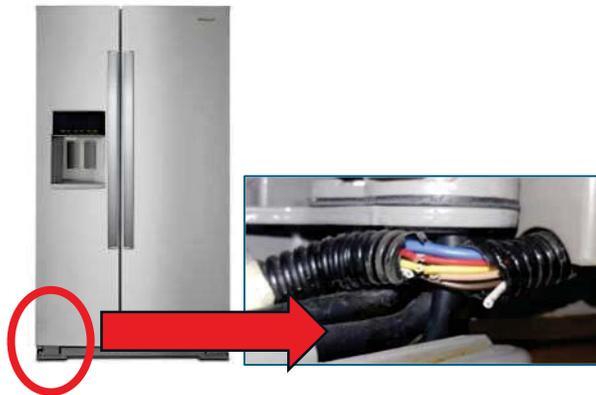
## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

**What is this Notice about?** You have been identified as a potential Class member who purchased or owns a Whirlpool, Maytag, KitchenAid, or Jenn-Air refrigerator subject to a proposed class action settlement that has been preliminarily approved by the United States District Court for the District of Delaware in a lawsuit titled *Costa v. Whirlpool Corp.*, Case No. 1:24-cv-00188-MN (D. Del.).

This notice is merely a summary. Please visit the settlement website, [\[SETTLEMENT WEBSITE\]](#), or call toll-free [\[Admin 1-800 Number\]](#), for more information on the proposed settlement, including how and when to file a claim for benefits, or object to or exclude yourself from the settlement.

**What is the lawsuit about?** The lawsuit alleges that certain refrigerators manufactured by Whirlpool Corporation between 2018-2021 contain defective wires running to freezer door that can break causing failure of the in-door ice maker, ice dispenser, water dispenser, and/or control panel (“Wire Harness Issues”).



**What benefits are available from the Settlement?** The Settlement benefits include: (1) **reimbursement of a portion of costs incurred for repair or replacement** of refrigerators that experienced Past Wire Harness Issues between years two and seven after the refrigerator purchase or manufacture date (the “In-Service Date”); (2) **repair or compensation options** for Class members that have an **existing Wire Harness Issue** as of the Notice Date and who have not yet repaired or replaced the refrigerator; and (3) repair or compensation options for **Wire Harness Issues that occur in the future** between years two and seven after the refrigerator In-Service Date.

**How do I receive Settlement benefits?** To receive benefits for Wire Harness Issues that occurred prior to [NOTICE DATE], you must **submit a claim** on or before [CLAIM DEADLINE]. Go to [SETTLEMENT WEBSITE], or call toll-free [Admin 1-800 Number], for more information on how to submit a claim.

To receive benefits for Wire Harness Issues that occur after [NOTICE DATE], you must contact Whirlpool at [Whirlpool 1-800 Number] or [EMAIL] within 90 days after you first experience the Wire Harness Issue and before undertaking any repair or replacement. To receive the repair benefit, you should contact Whirlpool within 90 days of the occurrence of your Wire Harness Issue at [Whirlpool 1-800 Number] or [EMAIL]. To receive the cash reimbursement benefit, you should contact the Settlement Administrator within 90 days of the occurrence of the Wire Harness Issue at [METHOD].

**Can I exclude myself from the Settlement Class?** If you timely exclude yourself from the Settlement Class, you will not be able to receive any benefits of the settlement. If you want to exclude yourself, you must mail an Opt-Out Request to the Settlement Administrator, postmarked no later than [OPT OUT DEADLINE]. The requirements and address are set forth at [SETTLEMENT WEBSITE].

**Can I object to the settlement?** If you want to object to any aspect of the Settlement and/or Class Counsel's request for Attorneys' Fees and Costs or class representative Service Awards, you must file an objection with the Court no later than [OBJECTION DEADLINE]. Details and instructions on the requirements for an objection, what needs to be included, and when and how to file it, are set forth at [SETTLEMENT WEBSITE].

**Do I have a lawyer in this case?** Yes. The Court has appointed the law firm of Chimicles Schwartz Kriner & Donaldson-Smith, LLP as Lead Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

**The Court's Final Fairness Hearing.** The Court will hold a final Fairness Hearing on [DATE] at [TIME], at the J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801, to consider whether to approve (1) the Settlement; (2) Class Counsel's Attorneys' Fees and Costs application; and (3) the class representatives' Service Awards. You may request to speak at the final Fairness Hearing by filing a Notice of Intention to Appear with the Court on or before [NOTICE OF APPEARANCE DEADLINE]. The requirements for such Notice are available at [SETTLEMENT WEBSITE]. The date of the hearing may change without further notice, or may be conducted remotely, so please visit [SETTLEMENT WEBSITE] prior to the hearing for any updated information.

Please visit [SETTLEMENT WEBSITE] or call toll free [Admin 1-800 Number] to obtain more complete information about the proposed settlement and your rights.

# **Exhibit 7**

# Technical Service Pointer

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W11691025  
 Action Required: Mandatory  
 Release Date: February 2026

Refrigeration Products

**Brands Affected**

**JENNAIR®**

**KitchenAid®**

**MAYTAG®**

**Whirlpool®**

### Side-by-Side Refrigerators Freezer Door Wire Harness Fatigue

Special Project #: S-code for Parts and Labor  
 Special Project #: S-code Parts

**IMPORTANT: Confirm model and serial to determine which S-code and coverage applies.**

**Models:**

| Jennair         |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|
| JSC23C9EEM00    |                 |                 |                 |
| KitchenAid      |                 |                 |                 |
| KRSC500ESS01    | KRSC700H*S00-04 | KRSF505E**01    | KRSF705HPS00-04 |
| KRSC503E**01    | KRSC703H*S00-04 | KRSF705HBS00-01 |                 |
| Maytag          |                 |                 |                 |
| MSC21C6MFZ00-05 | MSS26C6MFB01    | MSS26C6MFW01    | MSS26C6MFZ00    |
| Whirlpool       |                 |                 |                 |
| WRS571CIHB00-04 | WRS588FIH*00-04 | WRS973CIDM00    | WRS71CIHN00     |
| WRS571CIH*00-04 | WRS970CIDM00    | WRS973CIHV00-01 | WRS71CIHZ00-04  |
| WRS586FIEM04-05 | WRS970CIHZ00-01 | WRS973CIHZ00-01 | WRS71CIH*00     |

**Serial Numbers:**

HR8180000 - HRA399999

This notification is a Service Notice only. This is not a Recall.

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/>

# Technical Service Pointer

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W11691025  
Action Required: Mandatory  
Release Date: February 2026

Refrigeration Products

S-code # covers the cost of **Parts and Labor** for model / serial in range.

S-code # covers the cost of **Parts Only** for the remaining range of model / serial.

### Possible Concern:

Side by side refrigerators with in-door icemakers (IDI) could have no or low ice production, no ice crushing or dispensing, or no water dispensing from the freezer-door water dispenser. These issues could be intermittent.

### Potential Causes:

These issues could be caused by:

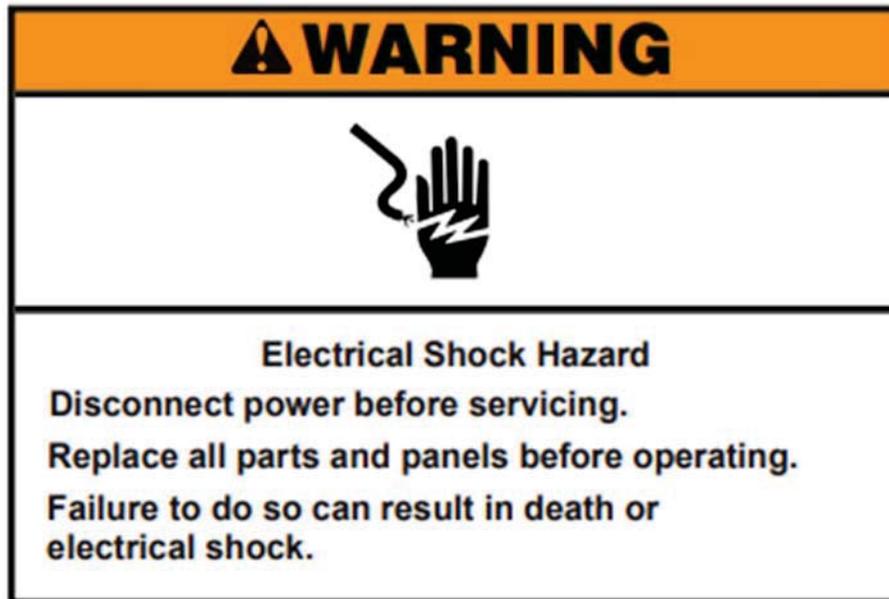
- Freezer compartment temperature is too warm
- Water supply issues (pressure/quality)
- Water valve issues
- Airflow restriction
- Icemaker is turned off
- Icemaker auger or motor are jammed
- Faulty freezer compartment door switch / ice bin switch
- Fill tube frozen
- Faulty ice maker thermistor
- Faulty HV Board
- Freezer door Icemaker harness connection issues

# Technical Service Pointer

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W11691025  
Action Required: Mandatory  
Release Date: February 2026

Refrigeration Products



### Correction:

**In-door icemaker (IDI) issues:** Use the appropriate tech sheet for the model to run tests to verify that the icemaker operation, compartment temperatures are verified, and other possible causes are diagnosed. Replace or fix items as appropriate.

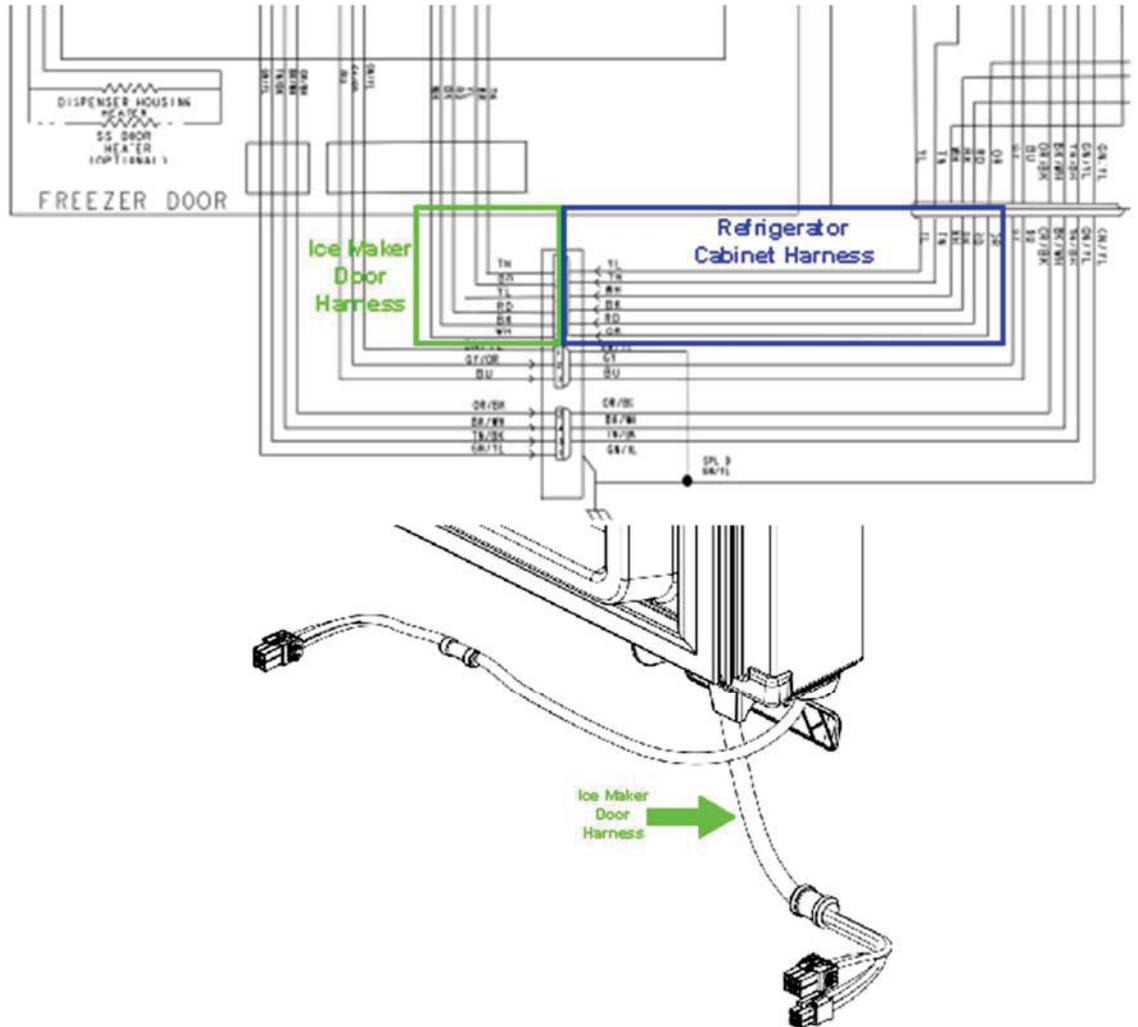
**If issues are intermittent and/or there is no voltage to the component,** check the wire harness going from the door to the Icemaker. Use the appropriate tech sheet for each model and verify the continuity from the wire harness connection at the bottom of the door to the Icemaker harness. The wire harness may need to be moved around at the bottom of the door to find any issues. The diagrams below show an example of where to check the harness at the bottom of the Freezer door.

# Technical Service Pointer

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W11691025  
 Action Required: Mandatory  
 Release Date: February 2026

Refrigeration Products



If the wire harness is found to be malfunctioning, verify location of issue relative to the connector for the freezer door. If issue is found on the door side of the connector, replace the freezer door. The replacement door would be listed in the repair parts list for the specific model.

Refer to the Model / Serial list to confirm coverage for S-code prior to making repair and see Claim Support note below for guidance to the owner on repair and replacement options.

**IMPORTANT NOTE:** Ensure the wiring harness on the replacement door is routed behind the leveling leg and is secured by a wire tie, as pictured below.

# Technical Service Pointer

## For Immediate Attention of Your Service Department

Technical Service Pointer #: W11691025  
 Action Required: Mandatory  
 Release Date: February 2026

Refrigeration Products



Wire harness must be assembled behind leveling leg.  
 Le faisceau de câblage doit être positionné derrière le pied de nivellement.  
 El mazo de cables debe montarse detrás de la pata niveladora.



Use a cable tie to secure the tube.  
 Utiliser l'attache mono-usage pour fixer le tube.  
 Utilice una brida para sujetar el tubo.

### Claim Support:

All or a portion of the cost of this repair may be covered by Whirlpool pursuant to a class action settlement. Owners may also elect to replace their refrigerator, instead of opting for the repair, and be eligible to receive a reimbursement of the original purchase price of their refrigerator experiencing wire harness breakage.

Please advise the owner to retain their records of this service, including your service invoice noting wire harness breakage, and to contact the Settlement Administrator for more information about qualifying for a reimbursement at **[SETTLEMENT WEBSITE]** or **[Admin 1-800 Number]**. **Please also advise the owner that requests for reimbursements must be submitted within 90 days of the date of your diagnosis of wire harness breakage.**