

If you purchased a Whirlpool-manufactured dishwasher, 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 dishwashers manufactured from 2010 through 2017.
- If you are included in the Settlement, you may qualify for a cash reimbursement or cash rebate to remedy past or future diverter seal leaks that may cause the diverter motor to malfunction and, in some instances, result in water leaking underneath your dishwasher.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Earliest Deadline: July 26, 2022	Submitting a Claim Form is the only way to seek benefits relating to a Class Dishwasher with diverter seal leaks. For repairs or replacements occurring prior to the date you received the settlement Notice your deadline to submit a claim form is July 26, 2022 . For repairs or replacements occurring after the date you received the settlement Notice your deadline to submit a claim is within 90 days following the repair.
EXCLUDE YOURSELF Deadline: March 17, 2022	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.
OBJECT Deadline: March 17, 2022	Mailing an objection is the only way to tell the Court that you are unhappy with any aspect of the Settlement.
ATTEND THE FAIRNESS HEARING May 26, 2022 at 9:00 am	You may request an opportunity to speak in Court about the fairness of the Settlement.
Do NOTHING	If you do not object to the settlement, exclude yourself from the settlement or make a claim for a past or future diverter seal leak 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.

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement and you submit a valid claim, benefits will be issued after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why was this notice issued?

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

Judge Wilhelmina M. Wright of the United States District Court, District of Minnesota is overseeing the Settlement, which resolves four similar cases filed by the same law firm, known as *Cleveland v. Whirlpool Corp.*, Case No. 0:20-cv-01906-WMW-KMM (D. Minn.), and (2) *Larchuk v. Whirlpool Corp.*, Case. No. 2:20-cv-04442-BMS (E.D. Pa.). (3) *Redmon v. Whirlpool Corp.*, Case No. 1:20-cv-06626 (N.D. Ill.) and (4) *Shah v. Whirlpool Corp.*, Case No. 3:21-cv-02739-JD (N.D. Cal.) (the “Lawsuits”). The people who sued are called the “Plaintiffs,” and the company sued, Whirlpool, is called the “Defendant.”

2. Why did I receive this notice?

If you received a notice by mail or email, the Defendant’s records indicate that you may have purchased a Whirlpool-manufactured dishwasher from 2010 through 2017 that has a model and serial number listed as eligible at www.whirlpooldishwashersettlement.com. These specific dishwashers are referred to as the “Class Dishwashers” throughout this notice.

3. What is the lawsuit about?

The Lawsuits claim that the Class Dishwashers can be susceptible to diverter shaft seal leaks, which may cause the diverter motor to malfunction and in some instances result in water leaking onto the floor (a “Diverter Seal Leak”). The Lawsuits further claim that the Defendant breached warranties, was negligent, and fraudulently concealed diverter seal defects in connection with the manufacture and sale of the Class Dishwashers.

Defendant denies that there is any diverter seal defect in the Class Dishwashers. Defendant also denies that it violated any law or engaged in any wrongdoing.

The Settlement does not include personal injury or property damage claims other than for damage to the Class Dishwasher itself, and the Settlement does not release any of these claims.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue for all people who have similar claims. Together, these people 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 Dishwashers 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 Defendant 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 residents of the United States and its territories who: (a) purchased a new Class Dishwasher; (b) acquired a Class Dishwasher as part of the purchase or remodel of a home; or (c), received a new Class Dishwasher as a gift.

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 dishwasher are listed among qualifying Class Dishwashers in the Settlement. You can compare your information to a list of qualifying Class Dishwashers available at the Settlement Administrator's website, www.whirlpooldishwashersettlement.com.

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 and subsidiaries; (2) insurers of Class Members; (3) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Class Dishwasher purchaser, a Class Dishwasher owner, or a Class Member; and (4) all third-party issuers or providers of extended warranties or service contracts for the Class Dishwasher.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

The Settlement provides for a rebate or cash reimbursement, up to \$225 and subject to other limits, for documented out-of-pocket expenses to repair or replace your dishwasher's diverter motor or sump assembly, or to replace your dishwasher with a new model, due to a Diverter Seal Leak occurring within eight years of your dishwasher's date of manufacture.

10. Tell me more about the reimbursements for Past Diverter Seal Leaks.

Class Members who experienced a Diverter Seal Leak in their Class Dishwasher, and who paid out-of-pocket for either (1) a repair of their Class Dishwasher that included replacement of the diverter motor, diverter seal, sump, or sump assembly in response to a Diverter Seal Leak, or (2) replacement of their Dishwasher in response to a Diverter Seal Leak within six weeks of the leak, are entitled to their choice of (A) cash reimbursement of the actual amount the Class Member paid for repair expenses or replacement of the dishwasher, supported by documentary proof, up to up to a maximum amount determined by the age of the dishwasher, as shown in the chart below, or (B) a cash rebate toward the purchase of a new dishwasher, as shown in the chart below:

Years From Date of Manufacture When Paid Qualifying Repair Performed or Replacement Purchased	Cash Reimbursement for Paid Qualifying Repair or Replacement	Maximum Reimbursement as % of Average Cost of Repair	Alternative Cash Rebate Toward Purchase of New Dishwasher
1-2	\$225	100%	Years 1-5: \$200 toward purchase of new KitchenAid-brand dishwasher, <u>or</u> \$150 for new Whirlpool-brand or Maytag-brand dishwasher
3	\$202.50	90%	
4-5	\$157.50	80%	
6	\$135	60%	Year 6: \$175 toward new KitchenAid-brand dishwasher <u>or</u> \$125 for new Whirlpool-brand or Maytag-brand dishwasher
7	\$67.50	30%	Years 7-8: \$100 toward new Kitchen-Aid, Whirlpool, or Maytag-brand dishwasher
8	\$0	0%	

(Continued on next page)

QUESTIONS? CALL (833) 940-3377 OR GO TO www.whirlpooldishwashersettlement.com

Eligibility for this benefit requires all Class Members to submit their Class Dishwasher 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 Dishwasher new, or acquired a new Class Dishwasher as part of a purchase or remodel of a home, or received a new Class Dishwasher as a gift, (2) that the Class Member experienced a Diverter Seal Leak, and (3) that the Class Member paid out-of-pocket to repair or replace his or her Class Dishwasher in response to a Diverter Seal Leak;

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

Class Members who did not incur out-of-pocket repair expenses due to a Diverter Seal Leak within eight years of the manufacture of the Class Dishwasher are not eligible for cash reimbursement or a rebate. The manufacture date is established by the serial number and will be verified by the Settlement Administrator.

11. What is the deadline to submit a Claim Form for a Past Diverter Seal Leak?

You will have until **180 DAYS AFTER NOTICE DATE** to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses for a past Diverter Seal Leak.

12. Tell me more about benefits available for Future Diverter Seal Leaks.

If you are a Class Member and you experience a Diverter Seal Leak after **January 27, 2022** and within eight years of the manufacture of your Class Dishwasher, you may be eligible to receive the same benefits described for a Past Diverter Seal Leak in the response to Question 10 above.

13. What is the deadline to submit a claim form for a Future Diverter Seal Leak?

All claims for future Diverter Seal Leaks must be submitted **within 90 days** after you first experience the Diverter Seal Leak, and the Diverter Seal Leak must occur no later than eight years after the dishwasher was manufactured.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

14. How many benefits can I receive?

If you qualify, you may receive one benefit for each Class Dishwasher that you purchased or acquired. You must submit a separate Claim Form for each Class Dishwasher. You must elect the benefit you wish to receive at the time you submit your Claim Form.

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

You must complete and submit a Claim Form, including required documentation, either on-line or via U.S. Mail by **July 26, 2022** for a Past Diverter Seal Leak and **within 90 days** of experiencing a Future Diverter Seal Leak. Claim Forms are available for download and submission at www.whirlpooldishwashersettlement.com. You can also contact the Settlement Administrator by telephone at **(833) 940-3377** by email at info@whirlpooldishwashersettlement.com, or by writing to Dishwasher Settlement Claims Administrator, Cleveland v. Whirlpool Corp. Dishwasher Settlement, Attn: Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, to request a Claim Form. **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.**

16. 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 Dishwasher itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 17).

17. What are the Released Claims?

The claims that you are releasing, the “Released Claims,” are all claims for economic loss relating to the use and performance of the Class Dishwasher’s diverter seal, 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 Dishwashers. The released parties, also called “the Releasees,” is 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 Dishwashers. The Settlement is expressly intended to cover and include all such claims, actions, and causes of action for economic losses or damages (including, but not limited to, claims for diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, or premium-price damages), dealing whatsoever with the Class Dishwasher diverter seals, diverter motors, or sump assemblies. **The Released Claims, however, do not include any claims for damage to property other than the Class Dishwasher itself or personal injury.**

The complete Settlement Agreement describes the Released Claims in necessary legal terminology. Please read it carefully. A copy of the Settlement Agreement is available at www.whirlpooldishwashersettlement.com. 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

18. Do I have a lawyer in this case?

Yes. The Court appointed Harper Segui and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman as 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.

19. How will these lawyers be paid?

Class Counsel will ask the Court to award them up to \$1,500,000 for attorney fees and reimbursement of the litigation expenses and costs they incurred and/or advanced. They will also ask for service awards of \$2,500.00 to be paid to Class Representatives Elizabeth Cleveland, Amy Larchuk, Thomas McCormick, Christopher Redmon, and Dhaval Shah out of the \$1,500,000 for fees and expenses. If approved, Whirlpool will separately pay these fees, costs, expenses, and service awards. **These amounts will not reduce the amount of benefits available to Class Members.** In addition, Defendants have also agreed to pay the Settlement Administrator’s fees and expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Class Members as part of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue 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.

20. 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 Dishwasher. To be valid, your Request for Exclusion must include all of 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 **March 17, 2022**.

Class Action Opt-Outs
Attn: Whirlpool Dishwasher
PO Box 58220
Philadelphia, PA 19102

21. 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.

22. If I don't exclude myself, can I sue Defendants for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendants for the claims that this Settlement resolves and releases (see Question 17). 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.

23. 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. The Court will consider your views before making a decision. To object, you or your attorney must mail and cause to be postmarked a written objection and supporting papers to the Settlement Administrator, Class Counsel, and Counsel for Whirlpool. Your objection must contain: (1) the name of the Lawsuit (*Cleveland v. Whirlpool Corp.*, Case No. 0:20-cv-01906-WMW-KMM); (2) your full name and current address; (3) the serial number and model number of your Class Dishwasher; (5) the specific reasons for your objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (6) your signature; and (7) the date of your signature.

You must mail your written objection to:

Settlement Admin	CLASS COUNSEL	DEFENSE COUNSEL
Class Action Objections Attn: Whirlpool Dishwasher PO Box 58220 Philadelphia, PA 19102	Harper T. Segui Rachel Soffin, Milberg, Coleman, Bryson, Phillips, Grossman, LLP 825 Lowcountry Blvd, Ste 101 Mt. Pleasant, SC 29464	Andrew M. Unthank, Wheeler Trigg O'Donnell LLP 370 17th Street, Suite 4500 Denver CO 80202

Your written objection must be mailed with a postmark no later than **March 17, 2022**.

24. 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.

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

The Court will hold a Fairness Hearing on **May 26, 2022 at 9:00am**, at the U.S. District Court for the District of Minnesota, located at the Warren E. Burger Federal Building, 316 North Robert Street, Courtroom 7A, St Paul, MN 55101, 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

speaking at the hearing (see Question 29). The Court may also decide the amount of fees, costs, and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

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

27. 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 *Cleveland v. Whirlpool Corp.*, Case No. 0:20-cv-01906-WMW-KMM" and serve copies of that Notice on Class Counsel and Defendant using the addresses listed in Question 23. 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 **70 DAYS AFTER PRELIMINARY APPROVAL ORDER**.

IF YOU DO NOTHING

28. 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

29. 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 www.whirlpooldishwashersettlement.com. If you have questions, you may contact the Settlement Administrator at the address listed in response to Question 15, info@whirlpooldishwashersettlement.com, or **1-(833) 940-3377**, or visit Class Counsel's website (www.milberg.com) for their contact information should you wish to communicate with them directly.

DO NOT WRITE OR CALL THE COURT, WHIRLPOOL, OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.