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12 **UNITED STATES DISTRICT COURT**

13
14 **NORTHERN DISTRICT OF CALIFORNIA**

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

16 Plaintiff,

17 vs.

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

21 Defendants.
22

Case No.: 5:15-cv-05764

**NOTICE OF AMENDMENTS TO
CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE
OF CLAIMS**

23
24 **NOTICE OF AMENDMENTS TO CLASS ACTION SETTLEMENT**
25 **AGREEMENT AND RELEASE OF CLAIMS**

26 **PLEASE TAKE NOTICE THAT** Julie Corzine (“Plaintiff”), on behalf of
27 herself and the Settlement Class, and Defendant Whirlpool Corporation (“Whirlpool”)
28 have agreed and intend to amend the Class Action Settlement Agreement and

1 Release.¹ These amendments will add Whirlpool-manufactured model numbers to
2 Exhibit 2 to the Settlement Agreement and modify other terms of the Settlement
3 Agreement set forth below and according to the terms and conditions herein. All other
4 terms and conditions from the Settlement Agreement shall not be modified in any way
5 and are to remain in full force and effect.

6 **Section I.G will be modified as follows:**

7 G. “Class Counsel” or “Plaintiff’s Counsel” means ~~Kenneth S. Kasdan and~~
8 Graham B. LippSmith and Jaclyn L. Anderson of Kasdan LippSmith
9 Weber Turner LLP.

10 **Section I.J will be modified as follows:**

11 J. “Class Refrigerator” means all Whirlpool-manufactured refrigerators
12 with bottom freezers ~~manufactured between 2009 and 2013~~ with a model
13 number identified on Exhibit 2, which will be published on the
14 Settlement Website.

15 **Section I.N will be added as follows, with the remaining portion of Section I**
16 **modified to letter sequentially thereafter:**

17 N. “Duckbill Part” means Whirlpool Part No. 836602, W10309238,
18 W10316650, W1059112 or W10854533, which are commonly referred to
19 as duckbills or drain tube extensions.

20 **Section I.CC (previously I.BB) will be modified as follows:**

21 CC. “P-Trap Part” means Whirlpool Part No. W10619951, W11190084, or
22 W11116258, which are commonly referred to as a p-traps or p-trap
23 kits. ~~drain tube~~

24 **Section I.EE (previously I.DD) will be modified as follows:**

25 EE. “Qualifying Repair” means, within 5 years after purchase, a repair of
26 a Class Refrigerator by a Service Technician necessitated by a Freezing
27

28 ¹ All capitalized terms have the same meanings as the terms in the Definitions section of the Settlement Agreement.

1 Event, including the replacement of a Duckbill Part with another
2 Duckbill Part or with a P-Trap Part. ~~and consisting of the replacement of~~
3 ~~a duckbill drain tube with the installation of a P-Trap Part by a Service~~
4 ~~Technician.~~

5 **Section IV.A.1 will be modified as follows:**

- 6 1. ~~Through December 31, 2021,~~ Whirlpool shall expand keep in place
7 ~~and not alter~~ its Special Project concerning Freezing Events to
8 include the full list of models on Exhibit 2. For models listed in
9 Group A of Exhibit 2, manufactured between 2009 and 2013,
10 Whirlpool shall keep in place and not alter its Special Project
11 concerning Freezing Events through December 31, 2021. For
12 models listed in Group B of Exhibit 2, manufactured between 2011
13 and 2018, Whirlpool shall keep in place and not alter its Special
14 Project concerning Freezing Events through December 31, 2026.

15 The Special Project provides a free replacement P-Trap Part, but
16 does not cover the cost of labor, for Settlement Class Members
17 who experience a Freezing Event as reported to Whirlpool by a
18 Service Technician.

19 **Section IV.B.1.c will be modified as follows:**

- 20 c. A claimant must prove a Qualifying Repair through the submission of
21 sufficient documentary proof, if available. Sufficient documentary proof
22 of a Qualifying Repair includes, but is not limited to, service tickets,
23 service receipts, copies of checks, and entries from credit card statements.
24 If no such documentary proof is available, then the Settlement
25 Administrator will analyze Whirlpool's warranty claims database to
26 attempt to determine whether the claimant received a Qualifying Repair
27 (e.g., if a Duckbill Part or P-Trap Part was provided or cost for a
28 replacement P-Trap Part was reimbursed). If the documentary proof and

1 Whirlpool’s warranty claims database are insufficient to demonstrate that
2 a Qualifying Repair occurred, including that the Qualifying Repair
3 occurred within five (5) years of purchase, the claimant will not be
4 entitled to any compensation.

5 **Section IV.B.6 will be modified as follows:**

6 6. The Settlement Administrator shall not review, analyze, consult, or
7 in any way utilize Whirlpool’s claims databases, product
8 registration databases, or service records to aid Settlement Class
9 Members in establishing otherwise deficient claims, other than as
10 expressly permitted in Sections IV.B.1.c, ~~IV.B.1.d~~, and IV.B.1.e of
11 this Agreement.

12 **Section IV.C.1.b will be modified as follows:**

13 b. To qualify for compensation under this Section IV.C, a claimant must
14 provide to Whirlpool: (a) a valid Class Refrigerator model and serial
15 number combination demonstrating that the claimant is a Settlement
16 Class Member because that person meets the definition of Settlement
17 Class Member in this Agreement, and (b) sufficient documentary proof
18 of the date of purchase of the claimant’s Class Refrigerator. Sufficient
19 documentary proof of the date of purchase includes, but is not limited to,
20 purchase receipts, entries from credit card statements, and warranty
21 registrations. If no such documentary proof is available, then the claimant
22 shall provide a declaration in the Claim Form, under oath, that the
23 claimant cannot locate sufficient documentary proof. If such a declaration
24 is provided, the Settlement Administrator will then search Whirlpool’s
25 product registration database to attempt to determine the date of
26 purchase. If the claimant does not provide sufficient documentary proof
27 and Whirlpool’s product registration database does not expressly identify
28

1 the date of purchase, a Settlement Class Member's compensation will be
2 limited to the benefit provided in Section IV.A of this Agreement.
3

4 **Section V.M will be modified as follows:**

5 M. Within eighteen (18) ~~sixty-three (63)~~ days after the Court's entry of the
6 Preliminary Approval Order, the Settlement Administrator will file with
7 the Court a declaration of compliance with this plan of notice, including a
8 statement of the number of persons to whom the Summary Notice was
9 mailed and emailed.

10 **Section VI.B.2 will be modified as follows:**

11 2. The deadlines established in the proposed Preliminary Approval
12 Order are as follows:

13 a. Fourteen (14) ~~Forty-nine (49)~~ days after entry of the
14 Preliminary Approval Order: The Settlement Administrator
15 shall mail and email the Summary Notice and publish the
16 Publication Notice.

17 b. Eighteen (18) ~~Sixty-three (63)~~ days after entry of the
18 Preliminary Approval Order: The Settlement Administrator
19 shall file with the Court a declaration of compliance with the
20 notice requirements.

21 c. Fourteen (14) ~~Seventy-seven (77)~~ days after entry of the
22 Preliminary Approval Order: Class Counsel shall file their
23 Fee Petition.

24 d. Sixty (60) ~~Ninety-one (91)~~ days after entry of the
25 Preliminary Approval Order: Any objectors shall file
26 objections, together with all supporting memoranda and
27 other material, with the Court and serve that filing on Class
28 Counsel and counsel for Defendant.

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- e. ~~Ninety-one (91)~~Sixty (60) days after entry of the Preliminary Approval Order: Any Person or attorney seeking to appear at the Fairness Hearing must file with the Court and serve on Class Counsel and 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 Plaintiff as Class Representative, appointment of Class Counsel, the Settlement, the Agreement, or Class Counsel's Fee Application.
- f. ~~Ninety-one (91)~~Sixty (60) days after entry of the Preliminary Approval Order: Requests by Class Members to be excluded from the Settlement must be either postmarked by the U.S. Postal Service (in the case of mailed exclusions) or actually received by the Settlement Administrator (in the case of electronically submitted exclusions).
- g. Seventy-seven (77) ~~One hundred five (105)~~ days after entry of the Preliminary Approval Order: The Settlement Administrator must file a list of all exclusions with the Court.
- h. Seventy-eight (78) ~~One hundred twelve (112)~~ days after entry of the Preliminary Approval Order: Class Counsel shall file the proposed Final Approval Order and memorandum in support of Final Approval and Fee Petition. Defendant may separately file a memorandum in support of Final Approval by this deadline.

- 1 i. Ninety-one (91) ~~One hundred twenty six (126)~~ days after
2 entry of the Preliminary Approval Order: the Court, at its
3 convenience, will hold the Fairness Hearing.
4

5 **All Exhibits will be modified to reflect that deadlines will fall in 2019 or**
6 **2020, as appropriate.**
7

8 **Exhibit 1 to the Settlement Agreement will be modified as follows:**
9

10 . . . Detailed information about qualifying “Class Refrigerators,” manufactured
11 between 2009 and ~~2013~~ 2018, as well as benefits available under the terms of the
12 settlement, can be found at www.FreezerSettlement.com.

13 . . .

14 **5. DECLARATION:** I declare under oath that within five years of purchase I
15 experienced an obstruction of my Refrigerator’s freezer drain tube ~~causing due to~~
16 a buildup of ice on the freezer floor that may have resulted in water leaking from
17 the bottom of the freezer door.

18 . . .

19 6. Do you have documentation showing that, within five years of purchase of
20 your Class Refrigerator, you paid money out-of-pocket for repair of your Class
21 Refrigerator by a service technician necessitated by a drain obstruction causing
22 ice build-up on the freezer floor, including unplugging or replacing the freezer
23 drain tube? ~~a replacement of the existing freezer drain tube with a new drain tube~~
24 ~~by a service technician?~~
25

26 **Exhibit 2 to the Settlement Agreement will be modified to list the original**
27 **model numbers as Group A and to add the following 53 model numbers as**
28 **Group B.**

1	IX5BBEXDS	MFW2055YEW
2	KFFS20EYBL	WRF560SEHB
3	KFFS20EYMS	WRF560SEHV
4	KFFS20EYWH	WRF560SEHW
5	KRFF300EBL	WRF560SEHZ
6	KRFF300EBS	WRF560SEYB
7	KRFF300ESS	WRF560SEYM
8	KRFF300EWH	WRF560SEYW
9	MFB2055DRE	WRF560SFHW
10	MFB2055DRM	WRF560SFYB
11	MFB2055FRZ	WRF560SFYE
12	MFB2055YEB	WRF560SFYH
13	MFB2055YEM	WRF560SFYM
14	MFB2055YEW	WRF560SFYW
15	MFF2055DRE	WRF560SMHB
16	MFF2055DRH	WRF560SMHV
17	MFF2055DRM	WRF560SMHW
18	MFF2055FRB	WRF560SMHZ
19	MFF2055FRW	WRF560SMYB
20	MFF2055FRZ	WRF560SMYE
21	MFF2055YEB	WRF560SMYH
22	MFF2055YEM	WRF560SMYM
23	MFF2055YEW	WRF560SMYW
24	MFW2055DRE	WRFA60SMHN
25	MFW2055DRH	WRFA60SMHZ
26	MFW2055DRM	
27	MFW2055FRZ	
28	MFW2055YEB	

1 **Exhibit 3 to the Settlement Agreement will be modified as follows**

2 A Settlement has been reached in a class action lawsuit against Whirlpool
3 Corp. (“Whirlpool” or “Defendant”) regarding certain refrigerators with
4 bottom freezers manufactured between 2009 and ~~2018, 2013.~~

5 . . .

6 9. What benefits does the Settlement provide?

7 The Settlement provides cash reimbursement of certain out-of-pocket expenses,
8 up to \$150, for repair costs to replace your Class Refrigerator’s drain tube
9 within five years of purchase due to a Freezing Event. Class Members who
10 experience a Freezing Event after [INSERT NOTICE DATE] and within five
11 years of purchase can receive these same benefits by contacting and scheduling
12 service through Whirlpool. Additionally, Whirlpool has agreed to keep in place
13 ~~through December 31, 2021,~~ its special service project that provides a free
14 replacement drain tube part to persons who experience a Freezing Event as
15 reported to Whirlpool by a service technician through December 31, 2021 for
16 Class Refrigerator models in Exhibit 2, Group A, or through December 31,
17 2026 for Class Refrigerator models in Exhibit 2, Group B.

18
19 10. Tell me more about the reimbursements for Past Freezing Events.

20 . . . Eligibility for this benefit requires all Class Members to submit their Class
21 Refrigerator model and serial numbers and to prove through the submission of
22 documentary proof or, alternatively, a declaration for some requirements, (1)
23 the original date of purchase or acquisition of the Class Refrigerator, (2) that the
24 Class Member experienced a Freezing Event, (3) that the Class Member had a
25 service technician repair the problem by unclogging or replacing the drain tube
26 within five years of purchase or acquisition, and (4) that the Class Member paid
27 out of pocket for that repair.

28 . . .

1 18. Do I have a lawyer in this case?

2 Yes. The Court appointed ~~Kenneth S. Kasdan and~~ Graham B. LippSmith and
 3 Jaclyn L. Anderson of Kasdan LippSmith Weber Turner LLP as Class Counsel,
 4 to represent you and other Class Members. You will not be charged for the
 5 services of Class Counsel. If you want to be represented by your own lawyer,
 6 you may hire one at your own expense.

7
 8 **Exhibit 4 to the Settlement Agreement will be modified as follows:**

9 . . . First, the Court appointed Graham B. LippSmith and Jaclyn L. Anderson of
 10 the law firm Kasdan LippSmith Weber Turner LLP as Class Counsel for the
 11 Settlement Class.

12 . . .

13 **IV. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

14 In the Preliminary Approval Order, the Court found that the Settlement
 15 Agreement appeared to be fair, reasonable, and adequate and fell within the
 16 appropriate range of possible approval. In essence, the Settlement requires for
 17 Whirlpool to provide: (1) cash reimbursement, up to \$150, and subject to
 18 certain other limitations, to Settlement Class Members who experienced a
 19 buildup of ice due to blockage of their freezer drain tube ~~from ice build-up~~
 20 within the first five years of ownership and paid money out of pocket to have
 21 their freezer drain tube unclogged or replaced; (2) free or discounted freezer
 22 drain tube replacements to Settlement Class Members who experience a freezer
 23 drain blockage after the Settlement Notice Date but within five years of
 24 ownership and who contact Whirlpool to report the problem. Further, the
 25 Settlement requires Whirlpool to keep in place ~~through December 31, 2021,~~ its
 26 special service project that provides a free drain tube part to persons whose
 27 Class Refrigerators experience a freezer drain tube blockage from ice buildup as
 28 reported to Whirlpool by a Service Technician through December 31, 2021, for

1 [Class Refrigerator models in Exhibit 2, Group A, or through December 31,](#)
2 [2026 for Class Refrigerator models in Exhibit 2, Group B.](#)

3 .
4 **Exhibit 5 to the Settlement Agreement will be modified as follows:**

5 ~~On May 7, 2018,~~ Plaintiff Julie Corzine (“Plaintiff”) and Whirlpool Corporation
6 (“Whirlpool” or “Defendant”) executed a Class Action Settlement Agreement
7 and Release [on May 7, 2018, which the Parties amended on August 14, 2019](#)
8 (“Settlement Agreement” or “Agreement”).

9 . . .

10 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

11 The Agreement settles all Released Claims, as defined below, that have been or
12 could have been brought in the putative class-action Lawsuit. The Agreement
13 provides for a nationwide class settlement of the Released Claims concerning
14 certain models of Whirlpool-manufactured refrigerators with bottom freezers
15 ~~manufactured between 2009 and 2013~~ that are the subject of the Lawsuit. As
16 part of the Settlement, Defendant has conditionally withdrawn its objections to
17 certification of the Settlement Class.

18 A. The Court has considered (a) allegations, information, arguments, and
19 authorities provided by the Parties in connection with pleadings and motions
20 previously filed by each of them in this case; (b) information, arguments, and
21 authorities provided by Plaintiff [and Defendant](#) in ~~her~~[their](#) memoranda of
22 points and authorities submitted in support of the Parties’ joint motion for entry
23 of an order granting preliminary approval to the Settlement; (c) [the First](#)
24 [Amendment to Class Action Settlement Agreement and Release of Claims](#); . . .

25 Based on those considerations, the Court makes the following findings:

26 1. From 2009 through ~~2013–2018~~, Whirlpool manufactured
27 hundreds of thousands of refrigerators with bottom freezers, identified by model
28 number in Exhibit 2 to the Settlement Agreement (“Class Refrigerators”) . . .

1 C. . . . The Court appoints Graham B. LippSmith and ~~Kenneth S.~~
2 ~~Kasdan-Jaclyn L. Anderson~~ of the law firm Kasdan LippSmith Weber Turner
3 LLP as Class Counsel for the Settlement Class. . . .
4

5 **II. PRELIMINARY APPROVAL OF THE TERMS OF THE**
6 **SETTLEMENT**

7 . . .

8 B. . . . All Class Members who within five years of acquiring their Class
9 Refrigerator (a) experienced a buildup of ice due to blockage of their freezer
10 drain tube ~~from ice buildup~~, which may have resulted in water leaking from the
11 freezer door (a “Freezing Event”), (b) experienced a repair of that problem
12 consisting of the unclogging or replacement of the freezer drain tube, and (c)
13 paid money out of pocket for that repair, are eligible to receive a cash
14 reimbursement payment, up to \$150, for the amount of out-of-pocket qualifying
15 repair expenses established through documentary proof Finally, Whirlpool
16 agrees to keep in place and not alter its special service project concerning
17 Freezing Events, which provides a free replacement drain tube to persons who
18 experience a Freezing Event as reported to Whirlpool by a Service Technician
19 through December 31, 2021 for Class Refrigerator models in Exhibit 2, Group
20 A, or through December 31, 2026, for Class Refrigerator models in Exhibit 2,
21 Group B.

22
23 **Exhibit 6 to the Settlement Agreement will be modified as follows:**

24 Legal Notice

25 If you purchased, acquired, or received as a gift a new Whirlpool-manufactured
26 refrigerator with a bottom freezer manufactured between 2009 and ~~2013~~2018,
27 you may be entitled to reimbursement for repair expenses as part of a class
28 action settlement. . . .

1 WHAT DOES THE SETTLEMENT PROVIDE? The Settlement provides cash
2 reimbursement of documented out-of-pocket expenses, up to \$150 and subject
3 to other limits, for repair costs of ~~replacing~~ repairing and/or replacing your
4 Class Refrigerator's freezer drain tube within five years of purchase or
5 acquisition due to a Freezing Event. To be eligible for cash reimbursement for
6 past Freezing Events, you must submit a Claim Form, with all required
7 documentary proof, to the Settlement Administrator online at
8 www.FreezerSettlement.com or by mail at [address] no later than MONTH 00,
9 ~~2020~~2018. Class Members who do not meet the requirements in the Claim
10 Form are not eligible for compensation. Class Members who have a Freezing
11 Event after [INSERT NOTICE DATE] and within five years of purchase or
12 acquisition can receive these same benefits by contacting and scheduling
13 service through Whirlpool at [INSERT PHONE NUMBER]. Customers should
14 call this number only if they need to schedule service for a Freezing Event after
15 [INSERT NOTICE DATE]. For all questions regarding reimbursement or the
16 claims process, customers should call [INSERT ADMINISTRATOR'S PHONE
17 NUMBER]. Additionally, Whirlpool has agreed to keep in place, its special
18 service project that provides a free replacement drain tube part to persons who
19 experience a Freezing Event as reported to Whirlpool by a service technician
20 through December 31, 2021 for Class Refrigerator models in Exhibit 2, Group
21 A, or through December 31, 2026 for Class Refrigerator models in Exhibit 2,
22 Group B.

23
24 **Exhibit 7 to the Settlement Agreement will be modified as follows:**

25 NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

26 A proposed settlement has been reached in a class action against Whirlpool
27 alleging defects in certain Whirlpool-manufactured refrigerators with bottom
28 freezers made from 2009-~~2018~~2013. . . .

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What are my rights? The settlement class includes all persons who, while living in the United States, bought, acquired, or received as a gift new certain Whirlpool-manufactured refrigerators with bottom freezers manufactured between 2009 and ~~2018~~2013. You can visit www.FreezerSettlement.com to see a complete list of the refrigerator models that are included in the settlement. Whirlpool’s records show that you may be a member of the settlement class and eligible to make a claim for cash reimbursement, up to \$150 and subject to other limits, for documented out-of-pocket expenses to [repair or](#) replace your Refrigerator’s freezer drain tube due to a Freezing Event within the first five years of ownership.

Dated: August 14, 2019

KASDAN LIPPSMITH WEBER TURNER LLP

s/ Graham B. Lippsmith

By: Graham B. Lippsmith

Attorneys for Plaintiff and the Proposed Class

WHEELER TRIGG O’DONNELL LLP

By: *s/ Andrew M. Unthank*

Andrew M. Unthank (pro hac vice)

GLYNN & FINLEY, LLP

Clement L. Glynn

Jon A. Eldredge

Attorneys for Defendant, Whirlpool Corporation

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CERTIFICATE OF SERVICE (CM/ECF)

I hereby certify that on August 14, 2019, I electronically filed the foregoing **NOTICE OF AMENDMENTS TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following e-mail addresses:

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Graham B. LippSmith
Frank A. Perez
Jackyn L. Anderson
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Attorneys for Plaintiff and the Class

s/ Andrew M. Unthank
Andrew M. Unthank