

If you purchased or acquired a KitchenAid-brand refrigerator bearing model numbers KSRG25FV** or KSRS25RV**, 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.

Si usted desea obtener una copia de este documento en Español, visite el sitio www.RefrigeratorSettlement.com.

- A Settlement has been reached in a class action lawsuit against Whirlpool Corporation (“Whirlpool”), regarding KitchenAid-brand refrigerators bearing model numbers KSRG25FV** and KSRS25RV**.
- If you are included in the Settlement, you may qualify for benefits including a \$55 cash payment or a 10% rebate of the purchase price of a new KitchenAid-brand major appliance.
- Your legal rights are affected whether you act or not. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Earliest Deadline: February 23, 2017	This is the only way to obtain benefits under the Settlement.
EXCLUDE YOURSELF Deadline: March 10, 2017	This is the only option that allows you to ever be part of another lawsuit against Whirlpool about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be able to get benefits from it.
OBJECT Deadline: March 10, 2017	This is the only way to tell the Court that you do not like something about the Settlement.
ATTEND THE HEARING May 18, 2017 at 2:00 PM	This is your opportunity to ask to speak in the Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will not receive benefits under the Settlement, and you will give up your right to ever be part of another lawsuit against Whirlpool 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. Benefits will be issued if the Court approves the Settlement and 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 of this class action lawsuit, and about all of your options, before it decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who may qualify for them.

Judge Troy L. Nunley of the United States District Court for the Eastern District of California is overseeing this class action and the Settlement. The case is known as *Dei Rossi et al. v. Whirlpool Corp.*, Case No. 2:12-CV-00125. The people who sued are called “the Plaintiffs” and the company they sued, Whirlpool, is called “the Defendant.”

2. Why did I receive this notice?

If you received a Postcard Notice in the mail, Whirlpool’s records indicate that you may have purchased or acquired a KitchenAid-brand refrigerator bearing model number KSRG25FV** or KSRS25RV**. These specific refrigerators are referred to as the “Class Refrigerators” throughout this Notice.

3. What is the lawsuit about?

Plaintiffs claim that Whirlpool misrepresented the Class Refrigerators' energy efficiency by labeling them with the Energy Star logo when, in fact, they did not meet the Energy Star program's standards for energy efficiency. Plaintiffs further claim that Whirlpool breached warranties and violated California's various consumer protection statutes in connection with the manufacture and sale of the Class Refrigerators.

Whirlpool denies these allegations and all claims in the lawsuit and maintains that the refrigerators were, at all relevant times, compliant with the Energy Star program's standards for energy efficiency and marketed in accordance with the Energy Star program's requirements. Whirlpool 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 damages made to the Class Refrigerator itself. 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" (in this case, Kyle Dei Rossi and Mark Linthicum) sue for all people who have similar claims. Together, these people 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 Whirlpool misrepresented the Class Refrigerators' energy efficiency. Instead, both sides agreed to a Settlement to avoid the costs and risks of further litigation and provide benefits to Class Members. The Settlement does not mean that a 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 residents of the State of California who either: (a) purchased a new Class Refrigerator; (b) acquired a new Class Refrigerator as part of the purchase or remodel of a home; or (c) received as a gift, from a donor meeting the requirements of either subsection (a) or subsection (b), a new Class Refrigerator, not used by the donor or by anyone else after the donor purchased the Class Refrigerator and before the donor gave the Class Refrigerator to the California resident.

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

To determine if you are a Class Member, you need to verify that your Class Refrigerator model number is included in the Settlement. The model numbers included in the settlement are KSRG25FV** and KSRS25RV**. The model number and serial number should be inside the refrigerator, on the left wall.

8. Who isn't included in the Settlement Class?

The following are not included in the Settlement Class: (1) officers, directors, and employees of Whirlpool and its parents and subsidiaries; (2) insurers of Class Members; and (3) subrogees (someone who has assumed the rights of another person) or all entities that claim to be subrogated to the rights of a Refrigerator purchaser, a Refrigerator owner, or a Class Member.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

The Settlement provides Class Members with the option to elect one of two settlement benefits, the Cash Option or the Rebate Option: (1) a \$55 cash payment, less any voluntary payment paid by Whirlpool through Whirlpool's Voluntary Customer Satisfaction Program, or (2) a 10% rebate of the purchase price of a new KitchenAid-brand major appliance.

10. Tell me more about the cash option and the rebate option.

Cash Option: All Class Members are eligible to receive a \$55 cash payment, less any payment paid by Whirlpool through Whirlpool's Voluntary Customer Satisfaction Program. Whirlpool's Voluntary Customer Satisfaction Program was a program by which Whirlpool voluntarily paid cash to some customers who bought a KitchenAid-brand refrigerator bearing model number KSRS25RV**. Customers who bought a KitchenAid-brand refrigerator bearing model number KSRG25FV** did not receive compensation as part of Whirlpool's Voluntary Customer Satisfaction Program. For those Class Members who bought a refrigerator bearing model number KSRS25RV**, who did receive compensation as part of Whirlpool's Voluntary Customer Satisfaction Program, and who elect the cash option, any cash payment will be reduced by the amount of compensation already paid by Whirlpool through Whirlpool's Voluntary Customer Satisfaction Program. To the extent that a Class Member received any payment paid by Whirlpool through Whirlpool's Voluntary Customer Satisfaction Program that is equal to or more than \$55, that Class Member is not entitled to any further cash payment from Whirlpool.

Rebate Option: All Class Members are eligible to receive a 10% rebate of the purchase price of a new KitchenAid-brand major appliance. The rebate is 10% off the retail purchase price, and it does not include sales taxes, delivery fees, and installation charges. The rebate is in addition to any other sales promotion that Whirlpool or any retailer or seller offers towards a new KitchenAid-brand major appliance. A "new KitchenAid-brand major appliance" means any new KitchenAid brand appliance in the following categories: (i) cooktops; (ii) wall ovens; (iii) refrigerators; (iv) under-counter refrigerators; (v) ranges; (vi) microwaves; (vii) dishwashers; (viii) disposers and compactors; (ix) warming drawers; (x) hoods and vents; (xi) grills; and (xii) water filters.

11. What is the deadline to qualify for and receive the Cash Option?

To be eligible to receive the Cash Option, you must mail your completed Claim Form (and if you do not have your Refrigerator's model and serial numbers, an alternate proof of purchase) to the Settlement Administrator or submit it online at Settlement Administrator's website, www.RefrigeratorSettlement.com, no later than 180 days after the Settlement Administrator sends you notice of your possible status as a Class Member.

12. What is the deadline to qualify for and receive the Rebate Option?

To be eligible to receive the Rebate Option, you must mail your completed Claim Form (and if you do not have your Refrigerator's model and serial numbers, an alternate proof of purchase) to the Settlement Administrator or submit it online at Settlement Administrator's website, www.RefrigeratorSettlement.com, no later than 180 days after the Settlement Administrator sends you notice of your possible status as a Class Member.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How many benefits can I receive?

Class Members are entitled to either the Cash Option or the Rebate Option, not both. Once you elect either the Cash Option or the Rebate Option, your election is final. A Class Member is entitled to elect either the Cash Option or the Rebate Option for each Class Refrigerator that he or she bought. That is, if a Class Member bought two Class Refrigerators, he or she would be entitled to receive two cash payments of \$55 each, less any voluntary payment paid by Whirlpool through Whirlpool's Voluntary Customer Satisfaction program, two rebates of 10% of the purchase price of two new KitchenAid-brand major appliances, or one Cash Option and one Rebate Option.

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

You must complete and submit a Claim Form by February 23, 2017 either on-line or via U.S. Mail. Claim Forms are available for download and submission at www.RefrigeratorSettlement.com. They also are available by contacting the Settlement Administrator at 1-855-730-8639 or info@refrigeratorsettlement.com or by writing a letter to Refrigerator Settlement Administrator, P.O. Box 40007 College Station, TX 77842-4007.

15. 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 that you won't be able to sue, continue to sue, or be part of any other lawsuit against Whirlpool 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 Refrigerator itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (*see* Question 16).

16. 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 Refrigerators, including all claims for diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, 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 (a) Whirlpool, together with its respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of its respective 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 (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 Refrigerators. **However, the Released Claims do not include any claims for property damage 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.RefrigeratorSettlement.com. You can 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

17. Do I have a lawyer in this case?

Yes. The Court appointed Scott A. Bursor, L. Timothy Fisher, and Annick M. Persinger of the law firm Bursor & Fisher, P.A., and Antonio Vozzolo of the law firm Faruqi & Faruqi, LLP as Class Counsel, to represent you and other Class Members. Together these lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will these lawyers be paid?

Plaintiffs and Whirlpool have agreed that Class Counsel should be paid a reasonable fee. Plaintiffs and Whirlpool have not agreed on the specific amount of the fee to be paid to Class Counsel. Class Counsel will ask the Court to award them up to \$4 million for attorney fees reimbursement of the litigation expenses and costs they incurred. Class Counsel will also ask for a service award of \$4,000 to be paid to each Class Representative. 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 also have agreed to pay the Settlement Administrator's expenses, including the costs of mailing the Settlement Notices and distributing any payments owed to Settlement 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 Whirlpool 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.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and send to the Settlement Administrator an Opt-Out Form available at www.RefrigeratorSettlement.com or a letter stating: "I want to be excluded from the Settlement Class in *Dei Rossi et al. v. Whirlpool Corp.*, Case No. 2:12-CV-00125." Your Opt-Out Form or letter must include your full name, current address, your signature, and the date you signed it. To be valid, your Opt-Out Form or request for exclusion must be sent to the Settlement Administrator at the address below with a postmark no later than March 10, 2017.

Refrigerator Settlement Administrator
P.O. Box 40007
College Station, TX 77842-4007

20. 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.

21. If I don't exclude myself, can I sue Whirlpool 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 16). You must exclude yourself from *this* Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit.

OBJECTING TO THE SETTLEMENT

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

22. 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 it. The Court will consider your views before making a decision. To do so, you or your attorney must file with the Court a written objection and supporting papers. Your objection must contain: (1) the name of this lawsuit (*Dei Rossi et al. v. Whirlpool Corp.*, Case No. 2:12-CV-00125); (2) your full name and current address; (3) whether, on the date of your written objection, you bought or currently own a KitchenAid-brand refrigerator bearing model numbers KSRG25FV** and KSRS25RV**; (4) the serial number and model number of your 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; (7) your signature; (8) the date of your signature; and (9) if you plan to appear and speak at the Fairness Hearing, on your own or through your own lawyer, a statement indicating that it is your "Notice of Intent to Appear" at the Fairness Hearing.

You must mail your written objection to, or file it with, the Court at the following address:

Court
Clerk of the Court Robert T. Matsui United States Courthouse 501 I Street Sacramento, CA 95814

Your written objection must be filed with the Court on or before March 10, 2017.

23. 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 (that is, you 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.

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

The Court will hold a Fairness Hearing on May 18, 2017, at 2:00 PM PST, at the U.S. District Court for the Eastern District of California, located at the Robert T. Matsui United States Courthouse, 501 I Street, Courtroom 2, 15th Floor, Sacramento, California 95814, 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 22). 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.

25. 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. But you are welcome to come at your own expense. If you file an objection to the Settlement, you don't have to come to Court to talk about it. As long as you filed your written objection on time, signed it and provided all of the required information (*see* Question 22) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

26. May I speak at the hearing?

Yes. You may ask the Court to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Dei Rossi et al. v. Whirlpool Corp.*" 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. Your written request must be filed with the Court by March 10, 2017.

IF YOU DO NOTHING

27. 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 Whirlpool and the other Releasees about the legal issues or claims resolved and released by this Settlement.

GETTING MORE INFORMATION

28. 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 at www.RefrigeratorSettlement.com. If you have questions, you may contact the Settlement Administrator at P.O. Box 40007 College Station, TX 77842-4007, info@refrigeratorsettlement.com, or 1-855-730-8639, or visit Class Counsel's websites. If you wish to communicate directly with Class Counsel, you may contact them at the address or phone number listed on their website.

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