

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

IN RE: WHIRLPOOL CORP.
FRONT-LOADING WASHER PRODUCTS
LIABILITY LITIGATION

Case No. 08-wp-65000

Judge: Christopher A. Boyko

Magistrate Judge: William H. Baughman, Jr.

Special Master: David R. Cohen

JOINT NOTICE OF FILING REVISED SETTLEMENT NOTICE EXHIBITS

Plaintiffs and Defendants Whirlpool Corporation and Sears, Roebuck and Co. (collectively, “the parties”) respectfully give notice of filing revised exhibits to the Settlement Agreement (Dkt. 545-2), as directed by the Court in its April 25, 2016 Order (Dkt. 547).

Attached as Exhibit 1 to this Joint Notice is a revised “Frequently Asked Questions” document (replacing Dkt. 545-5, Settlement Agreement Exhibit 3). Attached as Exhibit 2 is a revised form of publication notice (replacing Dkt. 545-8, Settlement Agreement Exhibit 6). Attached as Exhibit 3 are revised forms of direct mail postcard notice (replacing Dkt. 545-10, Settlement Agreement Exhibit 8).

Finally, the parties will provide the Special Master with the full media recommendations regarding the notice plan and, as needed, any other supporting documents, consistent with the Court’s Order.

Dated: April 26, 2016

Respectfully submitted,

By: /s/ Jason L. Lichtman

Jason L. Lichtman

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Dated: April 26, 2016

/s/ Michael T. Williams

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Attorney for Defendant Whirlpool Corporation

CERTIFICATE OF SERVICE

I hereby certify that, on April 26, 2016, service of this document was accomplished pursuant to the Court's electronic filing procedures by filing this document through the ECF system.

/s/ John T. Spragens

John T. Spragens

EXHIBIT 1

If you purchased or owned a front-loading washing machine manufactured by Whirlpool, you may be entitled to cash or other compensation from a class action settlement.

Includes the following brands: Maytag, Kenmore, and Whirlpool

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

- A Settlement has been reached in several class action lawsuits against Whirlpool Corp. (“Whirlpool”) and Sears, Roebuck and Co. (“Sears”) (together, the “Defendants”) regarding certain front-loading washing machines manufactured between 2001 and 2010.
- If you are included in the Settlement, you may qualify for one of a variety of benefits including a cash payment, a rebate on the purchase of a new washing machine or dryer, or reimbursement for out-of-pocket expenses incurred due to past mold or odor problems in your washing machine.
- 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: [DATE]	The only way to get a cash payment, a rebate for the purchase of a new washing machine or dryer, or reimbursement for the repair or replacement of a washing machine with mold or odor problems.
EXCLUDE YOURSELF Deadline: [DATE]	This is the only option that allows you to ever be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be entitled to any of the benefits from this Settlement.
OBJECT Deadline: [DATE]	The only way to tell the Court that you are unhappy with something about the Settlement.
ATTEND THE HEARING _____ at _____	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing, you will not receive a cash payment, new washer or dryer rebate, or reimbursement for repair or replacement expenses, and you will give up your right to ever be part of another lawsuit against Defendants 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 you submit a valid claim, 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 and about all of your options, before it decides whether to approve the Settlement. This notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, and who may qualify for them.

Judge Christopher A. Boyko of the United States District Court, Northern District of Ohio is overseeing the Settlement. The cases are known as *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001), *In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation*, Case Nos. 06-CV-7023, 07-CV-0412, and 08-CV-1832. The people who sued are called the “Plaintiffs” and the companies they sued, Whirlpool and Sears, are called the “Defendants.”

2. Why did I receive this notice?

If you received a notice by mail or email, the Defendants’ records indicate that you may have purchased or owned a certain Whirlpool-, Maytag- or Kenmore-brand front-loading washing machine that was manufactured by Whirlpool between 2001 and 2010. These specific washing machines are referred to as the “Class Washers” throughout this notice.

3. What are the lawsuits about?

The lawsuits claim that the Class Washers fail to self-clean and tend to accumulate bacteria and mold, resulting in bad odors and ruined laundry. The lawsuits further claim that the Defendants breached warranties, were negligent, and violated various state consumer protection statutes in connection with the manufacture and sale of the Class Washers.

Defendants deny that there is any defect in the Class Washers. Defendants also deny that they 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 Washer 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” 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 the Class Washers are defective. 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 Defendants broke any laws or did anything wrong. In fact, in the fall of 2014, the parties held a trial on some of the claims in the lawsuits and the jury found in Whirlpool’s favor. 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 either: (a) purchased a new Class Washer; (b) acquired a Class Washer as part of the purchase or remodel of a home; or (c), received as a gift a new Class Washer.

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 Washer model number and serial number is included in the Settlement. Using the model number and serial number, you can verify whether you are included by comparing your information to a list of qualifying Class Washers available at the Settlement Administrator's website, www.WasherSettlement.com.

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

The following are not included in the Settlement Class: (1) officers, directors, and employees of Defendants and their 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 Washer purchaser, a Class Washer owner, or a Class Member; and (4) all third-party issuers or providers of extended warranties or service contracts for the Class Washers.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

The Settlement provides several different benefits from which Class Members may be eligible to choose: a \$50 cash payment, a 20% or 5% cash rebate off the retail purchase price of a new washing machine or dryer, or reimbursement of up to \$500 for out-of-pocket expenses for Class Washer repairs or replacements due to a mold or odor problem.

10. Tell me more about the \$50 cash payments.

Class Members who experienced a mold or odor problem with their Class Washer within five years of purchase may be eligible to receive a cash payment of \$50. Class Members who previously received compensation or a voluntary benefit from Whirlpool or Sears will have their \$50 payment reduced by the amount of that compensation or benefit.

Certain Class Members identified in Sears' or Whirlpool's records (called "Prequalified Class Members") are prequalified to receive a \$50 cash payment. To claim that payment, Prequalified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign the Claim Form attesting the statements it contains are true and correct. If you received a notice of the Settlement by U.S. Mail or e-mail that contains a pre-printed claim identification number beginning with a "2" you are a Prequalified Class Member.

Class Members who are not prequalified (called "Non-Prequalified Class Members") may also be eligible to receive a \$50 cash payment. To receive that payment, Non-Prequalified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number or alternate proof of purchase or ownership of a Class Washer, provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold or odor problem with their Class Washer within five years of purchase. If you received a mailed or e-mailed notice with a claim identification number that begins with a "1" you are a Non-Prequalified Class Member.

Class Members who did not experience a mold or odor problem within five years of purchase are ineligible to receive a \$50 cash payment.

11. What are the deadlines to qualify for and receive a \$50 cash payment?

To be eligible for a \$50 cash payment, you must submit your properly completed Claim Form, selecting this Settlement benefit, by the claims deadline: _____, 2016.

12. Tell me more about the cash rebates.

20% Cash Rebate: All Class Members who experienced a mold or odor problem with their Class Washer within five years of purchase may be eligible to receive a cash rebate of 20% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of certain Whirlpool-manufactured washers and dryers. You can find a list of the washer and dryer models eligible for the rebate at www.WasherSettlement.com. You can find many of these models in Sears stores or at www.Sears.com. Rebates may be used in addition to or incremental to any other sales promotion that is offered towards an eligible washer or dryer. You do not need to still possess the Class Washer to receive the rebate. Each Class Member is entitled to one rebate for each Class Washer purchased.

To claim the 20% cash rebate, Prequalified Class Members must submit a Claim Form electing that benefit option, confirm their names and contact information, check several eligibility boxes on the Claim Form, and sign the Claim Form attesting the statements it contains are true and correct. Non-Prequalified Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number or alternative proof of purchase or ownership of a Class Washer, provide their names and contact information, check several eligibility boxes, and sign a statement under oath attesting that they experienced a mold or odor problem with their Class Washer within five years of purchase.

Class Members who did not experience a mold or odor problem within five years of purchase are ineligible to receive a 20% cash rebate.

5% Cash Rebate: Class Members who did not experience a mold or odor problem within five years of purchase of a Class Washer are entitled to receive a cash rebate of 5% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of certain Whirlpool-manufactured washers or dryers or a washer and dryer pair. Each Class Member is entitled to one rebate for each Class Washer purchased. To claim the 5% cash rebate, Class Members must submit a Claim Form electing that benefit option, provide their Washer model and serial number or alternative proof of purchase or ownership of a Class Washer, provide their names and contact information, check several eligibility boxes, and sign the Claim Form attesting that the statements it contains are true and correct. You can find a list of the washer and dryer models eligible for the rebate at www.WasherSettlement.com.

13. What are the deadlines to qualify for and receive a cash rebate?

To be eligible under the rebate program, you are required to register for the rebate program (i.e., submit a valid Claim Form electing the rebate option) by the claims deadline: _____, 2016. You must then purchase your rebate-eligible washer or dryer and submit your completed rebate form and proof of purchase to the Settlement Administrator by the later of December 31, 2017 or one year from the date you received your blank rebate form from the Settlement Administrator. Thus, you will have at least one year to make an eligible purchase and submit the completed rebate form to the Settlement Administrator.

14. Tell me more about the reimbursements for out-of-pocket expenses.

Class Members who experienced mold or odor problems within the first five years of purchase of a Class Washer and who paid out-of-pocket to repair or replace (or both) their Class Washer may be entitled to reimbursement of the amount of those expenses, up to \$500 in total. Initial eligibility for this benefit requires all Class Members other than Prequalified Class Members to submit their Washer model and serial numbers or alternative proof of purchase or ownership of a Class Washer and to swear under oath that they experienced mold or odor problems within five years of purchase of a Class Washer. Further eligibility requirements, applicable to all Class Members, are as follows:

- **Reimbursement for paid repairs:** If you provide sufficient documentary proof that you in fact paid out-of-pocket costs to repair your Class Washer as a result of a mold or odor problem (service tickets, receipts, cancelled checks, etc.) you will be reimbursed for the amount that documentary proof shows you paid for the repair, up to \$500.
- **Reimbursement for paid replacements:** If you provide sufficient documentary proof that you paid for a replacement washing machine as a result of a mold or odor problem with your Class Washer, Whirlpool will reimburse the out-of-pocket costs paid up to \$500. Class Members seeking reimbursement for replacement washer costs must additionally submit documentation showing that, before replacing the Washer, he or she had at least three incidents of mold and odor for which they made complaints, service

calls, or attempts to remedy the problem themselves (e.g., a service ticket, a complaint to Whirlpool or Sears, a receipt for purchase of washing machine cleaner, or any combination of such documentation showing repeated mold or odor problems). The first documented service call, complaint, or manifestation of mold or odor must have occurred within the first five years after purchase, and no replacement expenses will be reimbursed if they were incurred after December 31, 2015.

Class Members who previously received compensation or a voluntary benefit from Whirlpool or Sears will have the amount of their reimbursement reduced by the amount of that compensation or benefit.

15. What is the deadline to qualify for reimbursement of out-of-pocket expenses?

You will have until _____, 2016, to submit a Claim Form and all required documentation for a Settlement payment for out-of-pocket expenses to repair or replace a Class Washer due to mold and odor problems.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

16. How many benefits can I receive?

If you qualify, you may receive one benefit (i.e., one of: a \$50 cash payment, a 20% or 5% cash rebate, or reimbursement up to \$500 for documented out-of-pocket repair or replacement costs) for each Class Washer that you purchased or acquired. You must submit a separate Claim Form for each Class Washer. You must elect the benefit you wish to receive at the time you submit your Claim Form.

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

You must complete and submit a Claim Form, including required documentation, by [DATE] either on-line or via U.S. Mail. Claim Forms are available for download and submission at www.WasherSettlement.com. They also are available by contacting the Settlement Administrator at [Phone Number] or [email address] or by writing a letter to Washing Machine Settlement Claims Administrator, [ADDRESS].

18. 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 Defendants 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 Washer itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 19).

19. 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 Washer, 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 Washers. The released parties, also called "the Releasees," are Defendants, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) each of their 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 Washers. 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 Washers. **The Released Claims, however, do not include any claims for damage to property other than the Class Washer 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.WasherSettlement.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

20. Do I have a lawyer in this case?

Yes. The Court appointed Jonathan Selbin of Lief Cabraser Heimann & Bernstein, LLP, James Rosemergy of Carey, Danis & Lowe, and Steven Schwartz of Chimicles & Tikellis LLP as Class Counsel, to represent you and other Class Members. 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.

21. How will these lawyers be paid?

Class Counsel will ask the Court to award them up to \$7,450,000 for attorney fees, plus \$7,300,000 for reimbursement of the litigation expenses and costs they incurred. They 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 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 Defendants 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.

22. 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.WasherSettlement.com or a letter stating: "I want to be excluded from the Settlement Class in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001)." 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 **[insert date 90 days after entry of the Preliminary Approval Order]**.

Settlement Administrator
P.O. Box [ADDRESS]
_____-XXXX

23. 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.

24. 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 19). 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.

25. 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 mail to the Court a written objection and supporting papers. Your objection must contain: (1) the

name of this lawsuit (*In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001)); (2) your full name and current address; (3) the serial number and model number of your Class Washer; (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 the Court at the following address:

Court
Clerk of the Court Carl B. Stokes U.S. Courthouse 801 West Superior Avenue Cleveland, Ohio 44113

Your written objection must be mailed with a postmark no later than [insert date 150 days after entry of the Preliminary Approval Order].

26. 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.

27. 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 Northern District of Ohio, located at the Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Courtroom _____, Cleveland, Ohio 44113, 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 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.

28. 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 mail an objection to the Settlement, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, signed it and provided all of the required information (see Question 25) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

29. 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 saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*." 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 mailed to the Court by [INSERT DATE THAT IS 95 days after entry of the Preliminary Approval Order].

IF YOU DO NOTHING

30. 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 Defendants and the other Releasees about the legal issues or claims resolved and released by this Settlement.

GETTING MORE INFORMATION

31. 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.WasherSettlement.com. If you have questions you may contact the Settlement Administrator at [ADDRESS], info@washersettlement.com, or [PHONE], 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.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web www.WasherSettlement.com o escribe al Administrador de Reclamos: *In re Whirlpool Corp. Front-Loading Washers Settlement*, _____.

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

EXHIBIT 2

If you purchased, acquired, or received as a gift a new Whirlpool, Kenmore, or Maytag brand front-loading washing machine manufactured between 2001 and 2010, you may be entitled to cash or other compensation as part of a class action settlement.

A settlement has been reached with Whirlpool Corporation ("Whirlpool") and Sears, Roebuck and Co. ("Sears") (together, "Defendants") in several class action lawsuits claiming that certain front-loading washing machines manufactured between 2001 and 2010 fail to adequately self-clean themselves of laundry residue, resulting in mold or mildew buildup that can cause bad odors and ruined laundry. Defendants deny they did anything wrong. You can visit www.WasherSettlement.com to see a complete list of the washer models that are included in the settlement, referred to as the "Class Washers."

WHO IS INCLUDED? The settlement includes all residents of the United States and its territories who (a) purchased a new Class Washer; (b) acquired a new Class Washer as part of a purchase or remodel of a home; or (c) received as a gift a new Class Washer.

WHAT DOES THE SETTLEMENT PROVIDE? All members of the settlement class are eligible to receive a 5% cash rebate off the purchase of certain new Whirlpool-manufactured washers and dryers. Members of the settlement class who experienced persistent (that is, more than one time) bad odors and/or mold growth problems inside their Washers within five years after purchasing the Washer are eligible to make a claim for one of the following benefits: (a) a \$50 cash payment; (b) a 20% cash rebate off the purchase of certain new Whirlpool-manufactured washers or dryers; or (c) cash reimbursement, up to \$500, for documented out-of-pocket costs to service or replace a Class Washer due to persistent bad odors or mold growth problems. To be eligible for compensation, you must submit a Claim Form, with any required documentary proof, to the Settlement Administrator online at www.WasherSettlement.com or by mail at [address] **no later than MONTH 00, 2016**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

IMPORTANT: Some Class Members are prequalified for settlement payments based on Whirlpool's or Sears' customer records. Prequalified class members are automatically eligible to receive either a \$50 cash payment or a 20% cash rebate. Prequalified class members may choose to claim a cash reimbursement payment, up to \$500, for documented out-of-pocket expenses to service or replace a Class Washer due to mold or odor problems.

HOW DO YOU ASK FOR A PAYMENT IF YOU QUALIFY? Go to www.WasherSettlement.com and file a claim online or download, print, complete, and mail a Claim Form to the Settlement Administrator. Claim Forms also are available by calling 1-888-000-0000. You must complete and submit a Claim Form with any required documents by **MONTH 00, 2016**.

YOUR OTHER OPTIONS. If you do nothing, your rights will be affected and you will not receive a settlement payment. If you do not want to be legally bound by the settlement, you must exclude yourself from it. The deadline to exclude yourself is **MONTH 00, 2016**. Unless you exclude yourself, you will give up any right to sue Whirlpool or Sears for the legal and factual issues that this settlement resolves. If you exclude yourself, you cannot get a payment from this settlement. If you stay in the settlement (*i.e.*, do not exclude yourself), you may object to the settlement or Class Counsel's fees by **MONTH 00, 2016**. More information can be found in the Frequently Asked Questions document and Settlement Agreement, which are available at www.WasherSettlement.com.

THE COURT'S FAIRNESS HEARING. The U.S. District Court, Northern District of Ohio, located at 801 West Superior Avenue, Cleveland, Ohio 44113, will hold a hearing in this case (*In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*) on **MONTH 00, 2016**, at __: __.m. in Courtroom __. At the fairness hearing the Court will decide whether to approve: (1) the settlement; (2) Class Counsel's request for attorney fees up to \$7,450,000 and for reimbursement of litigation expenses up to \$7,300,000; and (3) service awards of up to \$4,000 to each of the Class Representatives. If approved, these fees, expenses, and awards will be paid separately by Whirlpool and will not reduce the amount of money available to Class Members. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

WANT MORE INFORMATION? Call, go to the website, or write to *In re Whirlpool Corp. Front-Loading Washers Settlement*, P.O. Box 0000, City ST 00000-0000.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web www.WasherSettlement.com o escribe al Administrador de Reclamos: *In re Whirlpool Corp. Front-Loading Washers Settlement*, _____.

1-888-000-0000

www.WasherSettlement.com

EXHIBIT 3

**You are prequalified
to receive cash or
other compensation
from a class action
settlement about
Whirlpool,
Kenmore, and
Maytag front-
loading washers.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit www.WasherSettlement.com or contact the Settlement Administrator or Class Counsel.

Do not contact the Court, Whirlpool, Sears, or any appliance retailer or dealer for information about the settlement.

*In re Whirlpool Corp. Front-Loading Washer
Products Liability Litigation*
Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Claim#: PQ12345678

Random #:

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed settlement has been reached in several class actions against Whirlpool and Sears alleging defects in some Whirlpool, Kenmore, and Maytag-brand front-loading washing machines sold from 2001-2010. This notice summarizes your legal rights. You should visit www.WasherSettlement.com to obtain more complete information about the proposed settlement and your rights. You also can write to the Settlement Administrator at _____, or call 1-888-000-0000, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that some Whirlpool, Kenmore, and Maytag-brand front-loading washing machines fail to adequately self-clean themselves of laundry residue, resulting in the buildup of mold or mildew that can cause bad odors and ruined laundry.

What are my rights? The settlement class includes all persons who, while living in the United States, bought, acquired, or received as a gift a new front-loading washing machine of certain models manufactured by Whirlpool between 2001 and 2010. You can visit www.WasherSettlement.com to see a complete list of the washer models that are included in the settlement. Whirlpool's or Sears' records show that you are a member of the settlement class and automatically entitled to select one of the following benefits: (a) a \$50 cash payment; or (b) a 20% cash rebate off the purchase of certain new Whirlpool-manufactured washing machines or dryers. Or, you may instead make a claim for cash reimbursement up to \$500 for documented out-of-pocket costs to service or replace your Washer due to persistent bad odors and/or mold growth problems inside your Washer. To claim this reimbursement benefit, however, you must submit documentary proof of your out-of-pocket expenses due to odor or mold problems. To be eligible for any benefit, you must submit a Claim Form to the Settlement Administrator online at www.WasherSettlement.com or by mail at the address on the reverse side postmarked **no later than** _____, 2016. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

How to request exclusion from the class. If you do not wish to participate in this class action, mail a written request for exclusion to the Settlement Administrator at the address on the reverse side postmarked **no later than** _____, 2016, stating "Exclude me from the settlement class in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*," and include your name and address. If you do not exclude yourself, you will lose your right to sue Whirlpool or Sears and obtain any compensation from them other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the U.S. District Court, Northern District of Ohio, 801 West Superior Avenue, Cleveland, Ohio 44113. The fairness hearing will be held at the Court on September 7, 2016, at 1:30 p.m. EST. You or your attorney (if you choose to hire one) may appear at the hearing by mailing a notice and entry of appearance to the Court. Objections and entries of appearance must be mailed to the Court and postmarked no later than _____, 2016.

Class Counsel's attorney fees and contact information. If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request an award of attorney fees not to exceed \$7,450,000 and reimbursement of litigation costs not to exceed \$7,300,000, to be paid by Whirlpool separately from and in addition to the benefits to the Class. You can write to Class Counsel at: Jonathan Selbin, Lieff, Cabraser, Heimann & Bernstein, LLP, 250 Hudson Street, 8th Floor, New York, NY 10013-1413.

Si usted desea obtener una copia de este documento legal en Español, favor de visite la página web www.WasherSettlement.com o escribe al Administrador de Reclamos: *In re Whirlpool Corp. Front-Loading Washers Settlement*, _____.

Your rights may be affected by and you may be entitled to cash or other compensation from a class action settlement about Whirlpool, Kenmore, and Maytag front-loading washers.

For more information on the proposed settlement, filing a claim or objections, and excluding yourself, visit www.WasherSettlement.com or contact the Settlement Administrator or Class Counsel.

Do not contact the Court, Whirlpool, Sears, or any appliance retailer or dealer for information about the settlement.

In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation
Class Action Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Claim#: ID12345678

Random#:

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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