

**THIS AGREEMENT** is made the 10th day of July, 2018

BETWEEN:

**Kristina Essa and Natalie Bickert**

**and**

**Whirlpool Corporation, Sears Holdings Management Corporation, Sears Roebuck and Co., Inc., Sears Canada Inc., Whirlpool Canada Co., and Whirlpool Canada LP**

WHEREAS on September 6, 2013, the plaintiff Natalie Bickert commenced British Columbia Supreme Court Action No. VLC-S-S-136688 against the defendants Whirlpool Corporation, Whirlpool Canada Co., Whirlpool Canada LP, Sears Canada Inc., Sears, Roebuck and Co. and Sears Holdings Management Corporation (collectively the “Defendants”) alleging negligence and breaches of the *Business Practices and Consumer Protection Act*, SBC 2004, c 2 and the *Sale of Goods Act*, RSBC 1996, c 410;

WHEREAS on June 8, 2016, the plaintiff Kristina Essa commenced Alberta Court of Queen’s Bench Action No. 1603-10241 against the Defendants alleging negligence and breaches of the *Fair Trading Act*, RSA 2000, c F-2 and the *Sale of Goods Act*, RSA 2000, c S-2;

WHEREAS Ms. Bickert and Ms. Essa (“the Plaintiffs”) and the Defendants (together with the Plaintiffs, the “Parties”) engaged in extensive settlement negotiations, including three days of negotiations in Chicago and a full day mediation in Vancouver with the Honourable Kenneth J. Smith acting as mediator;

WHEREAS the Parties now wish to settle, fully and finally, all of the claims that have been or could have been brought in the BC and Alberta Actions on behalf of the Settlement Class against the Defendants relating to the Class Dishwashers, save and except only claims for personal injury or damage to property other than the Class Dishwashers;

WHEREAS the Parties understand, acknowledge and agree that this Agreement constitutes the compromise of disputed claims, liability for which is denied by the Defendants on the basis that the Dishwashers are safe and reliable, and that it is their mutual desire and intention that the claims in the Actions be settled and dismissed or discontinued, subject to and according to the below terms and conditions.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set out in this Agreement, the Parties agree as follows:

**I. DEFINITIONS**

1. In this Agreement, in addition to the terms defined in the recitals above, the following definitions will apply:

a. “Actions” or “Lawsuits” mean collectively (1) the BC Action, and (2) the Alberta Action;

b. “Administration and Notice Expenses” means reasonable fees, costs and expenses incurred for the (1) preparation and distribution of the Notice, the TCO Repair Notice, the Prequalified Notices and the notices sent to NewGen and Raptor Owners, including the identification of Prequalified Class Members and Prequalified NewGen and Raptor Owners, and the compilation of related information with respect to those Prequalified claimants, (2) costs of Publication Notice, (3) receipt and adjudication of claims submitted by Settlement Class Members and NewGen and Raptor Owners for compensation or rebates under the Settlement, including the costs of administering a Settlement Website for the review of the Notice and the submission of claims, (4) receipt and processing of Objections to the Settlement and Opt-out forms submitted by Settlement Class Members who wish to exclude themselves from the Settlement Class, (5) preparation of status reports to the Parties, (6) preparation of tax returns for any Settlement bank accounts, (7) distribution of Settlement payments or other benefits to Dishwasher owners or Class Members who submit timely Valid Claims, and (8) other costs of notice and administration of the Settlement.

- c. “Agreement” or “Settlement Agreement” means this Agreement, including any appendices.
- d. “Alberta Action” means the putative class action lawsuit pending, as of the date of this Agreement, in the Alberta Court of Queen’s Bench as Action No. 1603-10241 with the style of cause *Essa v. Whirlpool Corporation et al.*
- e. “BC Action” means the putative class action lawsuit pending, as of the date of this Agreement, in the British Columbia Supreme Court as Action No. VLC-S-S-136688 with the style of cause *Bickert v. Whirlpool Corporation et al.*
- f. “Claims Deadline” means 180 days after the Notice Date for all claims except future claims for Overheating Events. For these future claims, the Claims Deadline is as set out in this Agreement.
- g. “Claim Form” means the proposed form attached as Appendix A to this Agreement, to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim and for NewGen and Raptor Owners means a claim form in substantially the form of Appendix A, with necessary modifications.
- h. “Class Counsel” means Klein Lawyers LLP, James H. Brown & Associates and Higgerty Law.
- i. “Class Counsels’ Fees and Disbursements” means the amount to be paid by the Defendants to Class Counsel pursuant to this Agreement for class counsel fees and for the reimbursement of Class Counsel’s reasonable disbursements, subject to Court approval.
- j. “Class Dishwashers” means all KitchenAid®, Kenmore® and Whirlpool® brand automatic dishwashers manufactured by Whirlpool between October 2000 and January 2006 that contained either a “Rushmore” or “Rush” electronic control board. A list of

model and serial numbers by which Rushmore and Rush Dishwashers can be identified is attached as Appendix B, and will be published on the Settlement Website. Dishwashers equipped with “NewGen” or “Raptor” electronic control boards are not Class Dishwashers.

k. “Class Member” or “Settlement Class Member” means all Persons who are members of the Settlement Class who have not excluded themselves from the Settlement Class by submitting an Opt Out Form during the Opt Out Period as prescribed by the Court in the Preliminary Approval Order.

l. “Class Representative” or “Plaintiff” means each of Kristina Essa and Natalie Bickert.

m. “Court” means the Alberta Court of Queen’s Bench.

n. “Dishwasher” means all KitchenAid®, Kenmore® and Whirlpool® brand automatic dishwashers manufactured by Whirlpool between February 1998 and March 2012 with full electronic controls and an electronic control board, as opposed to any dishwasher manufactured with electromechanical controls. As distinct from Class Dishwashers, which refer only to dishwashers that contain a Rushmore or Rush electronic control board, Dishwashers include dishwashers with NewGen or Raptor electronic control boards.

o. “Effective Date” means the first date that is three business days after all of the following have occurred: (1) the Court has issued the Final Approval Order, (2) the time during which the Parties and Class Members may appeal or seek leave to appeal the Final Approval Order has elapsed, and (3) the Settlement has become final, either because no timely appeal was taken or because any appeal has been finally adjudicated and dismissed. For the purposes of this paragraph, an “appeal” does not include any appeal that concerns solely the issue of Class Counsels’ Fees and Disbursements.

- p. “Electronic Control Board” or “ECB” means the electronic control board of a Dishwasher. The relevant ECBs were built on four different engineering platforms: Rushmore, Rush, NewGen and Raptor.
- q. “Final Approval Hearing” means the final hearing, to be held after the Notice has been provided to the Settlement Class in accordance with this Agreement, to determine whether to grant the Final Approval Order, and to determine whether to grant approval of Class Counsels’ Fees and Disbursements.
- r. “Final Approval Order” means the proposed Order granting final approval of the Settlement as fair and reasonable and in the best interests of the Settlement Class Members pursuant to the *Class Proceedings Act*, S.A. 2003, c. C-16.5, dismissing Released Claims and approving discontinuance of claims other than Released Claims, with the terms and substantially in the form of Appendix C to this Agreement.
- s. “Future Overheating Subclass” means all Settlement Class Members who, within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date, whichever is later, experience an Overheating Event.
- t. “NewGen and Raptor Owners” means Dishwasher owners who own or owned Dishwashers equipped with either a NewGen or a Raptor platform Electronic Control Board. A list of model and serial numbers by which NewGen and Raptor Dishwashers can be identified is attached as Appendix D, and will be published on the Settlement Website.
- u. “Notice” or “Notice of Certification and Settlement” means the proposed Notice of Certification and Settlement attached as Appendix E, to be approved by the Court and to be distributed in accordance with the Notice Plan.
- v. “Notice Date” means 45 days after the grant of the Preliminary Approval Order, by which date the Settlement Administrator will have completed the mailing of the Notice, the Prequalified Notices and the TCO Repair Notice, the Publication Notice will have been

published, the Settlement Website and any toll-free telephone numbers will be operational and purchase of internet banners will have commenced in accordance with the Notice Plan.

w. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by Canada Post mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.

x. “Notice Plan” means the prescribed notices and manner of distribution and publication set forth in Section VII of this Agreement.

y. “Opt Out” means submission by a Settlement Class Member of a completed Opt Out Form before the expiry of the Opt Out Period.

z. “Opt Out Form” means the Form attached as Appendix F.

aa. “Opt Out Period” means the 60 day period following the Notice Date.

bb. “Overheating Event” means the overheating of the Dishwasher’s Electronic Control Board such that the Class Member or another Person observed or experienced smoke, flames, fumes, sparks or electrical arcing from the control console area of their Dishwasher.

cc. “Paid Qualifying Repair” means a Qualifying Repair for which the Class Member paid some amount out-of-pocket, including but not limited to out-of-pocket costs for parts or labour or both.

dd. “Paid Qualifying Replacement” means a Qualifying Replacement for which the Class Member paid some amount out-of-pocket for a replacement dishwasher.

ee. “Past Overheating Subclass” means all Settlement Class Members who experienced an Overheating Event within 12 years after the Purchase of the Class Dishwasher but before the Notice Date.

ff. “Person” means any natural person, and includes Class Members as well as all Persons entitled to benefits pursuant to the terms of the Settlement.

gg. “PHM Methodology” means a methodology that is consistent with the 2007-2008 Product Hazard Management analysis by Whirlpool and includes using key word logic and keyword filters of multiple data sources available from Whirlpool and Sears, including claims data, call center data, and other data sources, to identify individuals with a Dishwasher that experienced an Overheating Event.

hh. “Preliminary Approval Order” means the proposed Order granting conditional certification of the Alberta Action, to the extent consistent with this Agreement and for settlement purposes, appointing the Plaintiff Essa as representative of the Settlement Class, granting preliminary approval of the Settlement as fair and reasonable and in the best interests of the Settlement Class, appointing the Settlement Administrator, establishing the manner in which Settlement Class Members may Opt Out to exclude themselves from the Settlement Class, establishing procedures for the receipt of objections to the Settlement, and approving the Notice Plan and the form of the Notice, the Publication Notice, the Pre-qualified Notices and the TCO Repair Notice, with the terms and substantially in the form of Appendix G to this Agreement.

ii. “Prequalified Settlement Class Members” means Settlement Class Members who can be identified in databases maintained by Whirlpool or Sears, to the extent such databases are available and reasonably accessible, as having paid some amount for a Qualifying Repair, or Qualifying Replacement. The PHM Methodology will be used to identify Prequalified Settlement Class Members. The Defendants will provide the Settlement Administrator with all information and assistance, reasonably available and

necessary, to identify Prequalified Settlement Class Members and compile information to process their claims.

jj. “Prequalified Notices” means the proposed Prequalified Notice attached as Appendix H, and the Tailored Prequalified Notice attached as Appendix K, to be sent as applicable, along with the Notice to Prequalified Settlement Class Members in accordance with the Notice Plan.

kk. “Publication Notice” means the proposed notice, with the terms and form of Appendix I attached to this Agreement, to be approved by the Court and to be published in accordance with the Notice Plan,

ll. “Purchase” means the date of the initial purchase of a new Dishwasher.

mm. “Qualifying Repair” means within 12 years after Purchase: (1) an ECB repair or replacement by a Service Technician, or (2) other documented out-of-pocket costs, including but not limited to out-of-pocket costs for parts or labour or both, to repair a Dishwasher due to an Overheating Event.

nn. “Qualifying Replacement” means within 12 years after Purchase, the replacement of a Dishwasher or otherwise taking a Dishwasher out of service, rather than repairing the Dishwasher, after contacting Whirlpool, Sears or a Service Technician about an Overheating Event.

oo. “Rebate Vendor” means the firm paid for and selected by Whirlpool, in consultation with Class Counsel, to administer the Whirlpool-Sponsored Rebate Program in accordance with this Agreement. The Rebate Vendor may be, but is not required to be, the Settlement Administrator.

pp. “Released Claims” means all claims released by the Plaintiffs and the Settlement Class Members pursuant to the release and waiver set out in Section VIII of this Agreement.



qq. “Releasees” means (1) the Defendants, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, receivers, receiver-managers, trustees and assigns, (2) each of the Defendants’ respective past, present and future officers, directors, agents, representatives, servants, employees, lawyers and insurers, and (3) all distributors, retailers, suppliers and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of the Class Dishwashers

rr. “Sears” means Sears Canada Inc. and its successors, predecessors, assigns, affiliates, parent companies, subsidiaries, shareholders, officers, directors, agents, insurers, lawyers and employees.

ss. “Service Technician” means a Sears authorized, Whirlpool authorized, other manufacturer authorized or other factory service technician.

tt. “Settlement” means the settlement provided for in this Agreement.

uu. “Settlement Administrator” means a sufficiently qualified firm selected by Whirlpool, approved by Class Counsel and appointed by the Court to administer the Settlement.

vv. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice, the making of claims and other administrative components of the Settlement, as detailed in Section VII of this Agreement.

ww. “Settlement Class” and “Settlement Class Members” means all residents in Canada who (1) purchased a new Class Dishwasher, (2) acquired a Class Dishwasher as part of the purchase or remodel of a home, or (3) received as a gift, from a donor meeting those requirements, a new Class Dishwasher not used by the donor or by anyone else after the donor purchased the Class Dishwasher and before the donor gave the Class Dishwasher to

the claimant and who do not Opt Out. The Settlement Class consists of two subclasses, the Past Overheating Subclass and the Future Overheating Subclass (each defined above). Excluded from the Settlement Class are (1) officers, directors and employees of the Defendants or their parents or subsidiaries, (2) insurers of Settlement Class Members, (3) subrogees or all entities claiming to be subrogated to the rights of Settlement Class Members, and (4) issuers or providers of extended warranties or service contracts for Class Dishwashers.

xx. “TCO” means the thermal cut-off device found on certain Dishwashers’ Electronic Control Boards.

yy. “TCO Repair Notice” means the proposed TCO Repair Notice attached as Appendix J, to be sent, along with the Notice and in accordance with the Notice Plan, to those Settlement Class Members whom the Defendants identify as having experienced a TCO repair.

zz. “Valid Claim” means a Claim Form that (1) is submitted in a timely fashion by a claimant in accordance with the requirements of this Agreement and the Final Approval Order, (2) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (3) contains all of the information and documentation required for that claimant to be eligible to receive one or more of the benefits provided in this Agreement.

aaa. “Whirlpool” means Whirlpool Corporation and its consolidated subsidiaries and related entities, including without limitation Whirlpool Canada Co. and Whirlpool Canada LP and their successors, predecessors, assigns, affiliates, subsidiaries, shareholders, partners, officers, directors, agents, insurers, lawyers and employees.

bbb. “Whirlpool-Sponsored Rebate Program” or “Rebate Program” means the cash rebate program that is being offered to all Settlement Class Members as described in this Agreement.

**II. CONDITIONAL CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS**

**Consent Certification**

2. For the purposes of implementing this Agreement, and for no other purpose, the Defendants consent to the conditional certification of the nationwide Settlement Class, the Past Overheating Subclass and the Future Overheating Subclass.

**Alberta Court**

3. The Parties agree to seek the Preliminary Approval Order and the Final Approval Order in the Court of Queen's Bench of Alberta.

4. If, for any reason, the Settlement is not approved by the Court or otherwise fails to become effective, the Defendants' consent to certification of the nationwide Settlement Class, the Past Overheating Subclass and the Future Overheating Subclass will be null and void, and the Parties will return to their prior positions in the Actions.

**III. PROCEDURES FOR SETTLEMENT APPROVAL AND IMPLEMENTATION**

**Assignment of a Judge**

5. As soon as practicable after the execution of this Agreement, the Plaintiff Essa will contact the Court, in the manner required by the *Alberta Rules of Court* and any applicable practice directions or other similar requirements, and request that a Justice be assigned to the Alberta Action.

6. At the same time or as soon thereafter as is reasonably practicable, the Plaintiff Essa will request a date, before the assigned Justice, for a hearing to seek the Preliminary Approval Order.

**The Preliminary Approval Hearing**

7. The Plaintiff Essa will bring an application in the Alberta Action for, and the Defendants will consent to, the granting of the Preliminary Approval Order.

8. The Plaintiff Essa will seek orders, by consent, that:
- a. For the purposes of the Settlement, the Alberta Action is certified as a national class proceeding against the Defendants;
  - b. The Settlement and this Agreement, including its Appendices, are granted preliminary approval as fair and reasonable and in the best interests of Settlement Class Members;
  - c. If the Court does not grant final approval of the Settlement Agreement at the Final Approval Hearing or final approval is reversed on appeal, the Alberta Action will be decertified, by consent, and the Plaintiffs are at liberty to continue the Actions and the Defendants retain the right to oppose certification and defend the Actions.
  - d. The Settlement Class is defined as:  
Settlement Class Members: All residents in Canada who (1) purchased a new KitchenAid®, Kenmore® or Whirlpool® brand automatic dishwasher manufactured by Whirlpool between October 2000 and January 2006 that contained either a Rushmore or Rush electronic control board (“Class Dishwasher”), (2) acquired a Class Dishwasher as part of the purchase or remodel of a home, or (3) received as a gift, from a donor meeting those requirements, a new Class Dishwasher not used by the donor or by anyone else after the donor purchased the Class Dishwasher and before the donor gave the Class Dishwasher to the claimant.  
  
Excluded from the Settlement Class are (1) officers, directors and employees of the Defendants or their parents or subsidiaries, (2) insurers of Settlement Class Members, (3) subrogees or all entities claiming to be subrogated to the rights of Settlement Class Members, and (4) issuers or providers of extended warranties or service contracts for Class Dishwashers.
  - e. The subclasses are defined as:

**Past Overheating Subclass:** All Settlement Class Members whose Class Dishwashers' electronic control boards overheated within 12 years after the Purchase of the Class Dishwasher but before the Notice Date.

**Future Overheating Subclass:** All Settlement Class Members whose Class Dishwashers' electronic control boards overheat within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date whichever is later.

- f. The plaintiff Essa is appointed as the representative plaintiff for the Settlement Class, the Past Overheating Subclass and the Future Overheating Subclass;
- g. Klein Lawyers LLP, Higgerty Law and James H. Brown & Associates are appointed as Class Counsel;
- h. The representative plaintiff alleges, on behalf of the Class, that the Defendants were negligent and in breach of the *Fair Trading Act*, RSA 2000, c F-2 and the *Sale of Goods Act*, RSA 2000, c S-2, and comparable legislation in other jurisdictions;
- i. The Class claims damages from the Defendants and statutory remedies pursuant to the *Fair Trading Act* and the *Sale of Goods Act*; and comparable legislation in other jurisdictions;
- j. The following is certified as the common issue:
  - i. Are the Defendants liable to the Class?
- k. The Notice of Certification and Settlement and the Publication Notice are approved and are to be distributed by the Settlement Administrator substantially in the manner set out in the Notice Plan;

- l. The Prequalified Notices are approved and are to be sent, as applicable, with the Notice of Certification and Settlement to Prequalified Settlement Class Members substantially in the manner set out in the Notice Plan;
- m. The TCO Repair Notice is approved and is to be sent, with the Notice of Certification and Settlement and substantially in the manner set out in the Notice Plan, to Settlement Class Members whom the Defendants identify as having experienced a TCO repair;
- n. The Defendants will pay the amounts required under the Settlement Agreement, including the cost of publication of the Publication Notice and mailing of the Notice of Certification and Settlement, the Prequalified Notices and the TCO Repair Notice in accordance with the Notice Plan;
- o. The Opt Out Form is approved;
- p. Class Members may opt out of the Alberta Action by delivering a complete, signed Opt Out Form to the Settlement Administrator during the Opt Out Period;
- q. Objections to the approval of the Settlement Agreement or Class Counsel Fees and Disbursements must be made in writing and must contain: (1) the name of this lawsuit (Essa v. Whirlpool Corporation, Court of Queen's Bench of Alberta, Action No. 1603-10241); (2) the objector's full name and current address; (3) whether the objector bought, owns or owned a KitchenAid®, Kenmore® or Whirlpool® brand Dishwasher manufactured between October 2000 and January 2006; (4) the serial number and model number of the Dishwasher; (5) the specific reasons for objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that the objector wants the Court to consider in support of the objection; (6) the objector's signature; (7) the date of signature; and (8) if the objector plans to appear and speak at the Final Approval Hearing, on his or her own or through a lawyer, a statement indicating that intention. The written objection shall be mailed to the Settlement

Administrator with a postmark no later than the end of the Opt Out Period. The Settlement Administrator shall provide all written objections so received to Class Counsel and to the Defendants for filing with the Court before the Final Approval Hearing.

r. The Parties may make non-substantive amendments to the Settlement Agreement, including its Appendices, provided that each Party to the Settlement Agreement agrees in writing to any such amendments; and

s. The Settlement Administrator is appointed as the administrator to administer the Settlement and fulfill its functions in accordance with and as required by the Settlement Agreement and the Preliminary Approval Order.

#### **The Final Approval Hearing**

9. On the date set by the Court for the Final Approval Hearing, the Plaintiff Essa will bring an application for, and the Defendants will consent to, the granting of the Final Approval Order.

10. The Plaintiff Essa will seek orders, by consent, that:

- a. The Settlement is fair and reasonable and in the best interests of Settlement Class Members and the Settlement and the Final Approval Order are binding on the Parties and on every Settlement Class Member, including persons under disability, whether or not the Settlement Class Member claims or receives monetary compensation or other value under the Settlement, unless the Settlement Class Member opted out before the expiry of the Opt Out Period;
- b. Upon issuance of the Final Approval Order, the Releasees are forever and absolutely released by the Settlement Class Members from the Released Claims;
- c. Settlement Class Members are barred from making any claim or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants;

- d. The Court will retain continuing jurisdiction over the Settlement and its implementation, interpretation and enforcement.
- e. A payment by the Defendants to Class Counsel for Class Counsel fees, in the amount of \$600,000 plus applicable taxes, is approved and is to be paid by the Defendants to Class Counsel within 30 days after the Effective Date; and
- f. A payment by the Defendants to Class Counsel for reasonable disbursements incurred by Class Counsel, in the amount of \$90,000, is approved and is to be paid by the Defendants to Class Counsel within 30 days after the Effective Date;

11. The Parties will cooperate and take all reasonable actions to accomplish the above, obtain the Final Approval Order and effect the Settlement. If the Court fails to issue the Final Approval Order, the Parties will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not issue the Final Approval Order, the Parties will return to their positions in the Actions as they were immediately before the execution of the Settlement Agreement.

12. If the Court fails to approve Class Counsels' Fees and Disbursements as sought, the Defendants' obligation will be to pay only the amount of any approved Class Counsels' Fees and Disbursements and the Settlement Agreement and Final Approval Order will be otherwise unaffected.

#### **IV. SETTLEMENT BENEFITS**

##### **Benefits Available to All Settlement Class Members**

##### **Rebate Program**

##### **Whirlpool-Sponsored New Dishwasher Rebate Program**

13. All Settlement Class Members who do not Opt Out of the Alberta Action before the expiry of the Opt Out Period will be eligible to receive a cash rebate from Whirlpool on the purchase of a new KitchenAid®, Kenmore® or Whirlpool® brand dishwasher of the Settlement Class Member's choice.



14. The rebate for the purchase of new Kenmore® and Whirlpool® brand dishwashers will be 10% off the retail purchase price (not to include sales taxes, delivery fees and installation charges). The rebate for the purchase of new KitchenAid® brand dishwashers will be 15% off the retail purchase price (not to include sales taxes, delivery fees and installation charges). These rebates will be in addition to any other sales promotion that Whirlpool, Sears or any retailer or seller offers towards a new KitchenAid®, Kenmore® or Whirlpool® brand dishwasher.

15. Settlement Class Members will be able to electronically submit their Claim Forms for the rebates through the Settlement Website. Each Settlement Class Member will be required to register his or her name, address, telephone number, email address and his or her Class Dishwasher's model and serial number to establish eligibility for this rebate; however, if Whirlpool or Sears has the model and serial number of the Settlement Class Member's Class Dishwasher in one of its databases, that information will automatically prepopulate any online Claim Form completed by the Settlement Class Member.

16. Each Settlement Class Member will be entitled to a single rebate for each Class Dishwasher he or she purchased or acquired. For example, if a Settlement Class Member bought and registered two Class Dishwashers, the Settlement Class Member would be eligible to receive two rebates.

17. To qualify for the rebate, the Settlement Class Member need not currently own a Class Dishwasher; the rebate is available to all qualified Settlement Class Members who ever owned a Class Dishwasher.

#### Enhanced Rebate Offer for Settlement Class Members Who Experienced TCO Repairs

18. Whirlpool and Sears will search their databases and identify Settlement Class Members who experienced a TCO repair and provide the Settlement Administrator with the names of these Settlement Class Members and any associated information.

19. The Settlement Administrator will mail and/or email (in cases where both postal and email addresses are available, the Settlement Administrator will both mail and email) a TCO Repair Notice to these Settlement Class Members offering them an enhanced rebate of 15% off the retail

purchase price (not to include sales taxes, delivery fees, and installation charges) of a new Kenmore® or Whirlpool® brand dishwasher or a 20% discount off the retail purchase price (not to include sales taxes, delivery fees, and installation changes) of a new KitchenAid® brand dishwasher. These rebates will be in addition to any other sales promotion that Whirlpool, Sears or any retailer or seller offers towards a new KitchenAid®, Kenmore® or Whirlpool® brand dishwasher.

20. Each Settlement Class member will be required to register his or her name, address, telephone number and email address as well as his or her Class Dishwasher's model and serial number to establish eligibility for this enhanced rebate; however, if Whirlpool or Sears has the model and serial number of the Settlement Class Member's Class Dishwasher in one of its databases, that information will automatically prepopulate any online Claim Form completed by the Settlement Class Member.

21. Each Settlement Class Member will be entitled to a single rebate for each Class Dishwasher he or she purchased that experienced a TCO repair regardless of the number of TCO repairs experienced. For example, if a Settlement Class Member bought and registered two Class Dishwashers, each of which experienced a TCO repair, the Settlement Class Member would be eligible to receive two enhanced rebates.

22. If a Class Member experienced a TCO repair but such repair is not reflected in Sears' or Whirlpool's databases, the Class Member may qualify for the enhanced rebate by providing documentary evidence of the TCO repair.

#### Administration of the Rebate Program

##### Rebate Vendor

23. Whirlpool will hire the Rebate Vendor to establish a website to promote and administer the Rebate Program, to allow Settlement Class Members to file Claim Forms for rebates, to disseminate rebate forms to eligible Settlement Class Members who submitted Valid Claims and to mail rebate cheques to qualifying Settlement Class Members.

*Deadline to Submit Claims for Rebate Program*

24. A Settlement Class Member who wishes to apply for one or more rebates must submit a Claim Form by the Claims Deadline.

*Deadline to Redeem Rebates*

25. The Rebate Vendor will disseminate rebate forms to eligible Settlement Class Members who submitted Valid Claims within 30 days after the Claims Deadline or the Effective Date, whichever is later. Settlement Class Members will be required to mail or email to the Settlement Administrator or the Rebate Vendor their completed rebate form and proof of purchase no later than 150 days after the Claims Deadline or the Effective Date, whichever is later, thereby giving Settlement Class Members five months to make an eligible purchase and submit their rebate form and proof of purchase.

*Payment of Redeemed Rebates*

26. The Settlement Administrator or the Rebate Vendor will mail rebate cheques to qualifying Class Members within 12 weeks after the completed and valid rebate form and proof of purchase has been submitted to the Settlement Administrator or the Rebate Vendor.

27. The Rebate Vendor will provide Class Counsel and Whirlpool with periodic status reports regarding claims, rebates paid and any rebate claims that have been rejected.

**Compensation to Past Overheating Subclass Members**

Proof of Claim

28. To qualify for any compensation described in this section, a Past Overheating Subclass Member who does not Opt Out must either be a Prequalified Settlement Class Member or must provide sufficient documentary proof that within 12 years after the Purchase of the Class Dishwasher but before the Notice Date: (1) the claimant's Class Dishwasher experienced an Overheating Event, and (2) the claimant had a Qualifying Repair or Qualifying Replacement of the Class Dishwasher.

29. Sufficient documentary proof of an Overheating Event includes, but is not limited to:

a. For claims to receive reimbursements for Paid Qualifying Repairs, a Claim Form declaration that the claimant experienced, within 12 years after the Purchase of the Class Dishwasher, an Overheating Event.

b. For claims to receive reimbursements for Paid Qualifying Replacements, service tickets, service receipts, entries in Whirlpool's or Sears's databases or service company records.

30. Sufficient documentary proof that the claimant experienced a Qualifying Repair or Qualifying Replacement includes, but is not limited to, cancelled cheques, credit card statements, invoices, receipts, identification in Whirlpool's or Sears' databases and service company records.

Prequalified Settlement Class Members

Proof of Claim

31. Prequalified Settlement Class Members will not be required to submit documentation to support their claim unless they dispute the prequalified amount to be paid in satisfaction of their claim. Prequalified Settlement Class Members will be required only to enter or confirm their current name and address, check the eligibility boxes on the Claim Form and sign the Claim Form certifying that the statements are true and correct. Where an online Claim Form is used, the claimant will electronically sign the Claim Form certifying that the statements are true and correct.

32. The PHM Methodology will be used to identify Prequalified Settlement Class Members.

Prequalified Notice

33. The Prequalified Notice in the form attached hereto as Appendix H will be sent, along with the Notice, via mail and also email (if an email address is available) to applicable Prequalified Settlement Class Members and will include a pre-printed unique claim identification number for the Prequalified Settlement Class Member that he or she will enter into the online Claim Form or print on his or her hardcopy of the Claim Form. The unique claim identification number will be used by the Settlement Administrator to identify and differentiate between those Settlement Class Members who have been identified in Whirlpool's or Sears' databases as a Prequalified Settlement Class Member and those who have not.

Compensation to Prequalified Settlement Class Members

34. If Whirlpool's or Sears' databases reflect that the Prequalified Settlement Class Member experienced an Overheating Event, and if the database records reflect the amount paid by the claimant for a Qualifying Repair or Qualifying Replacement, the prequalified amount offered to the Class Member will be his or her out-of-pocket cost for the Qualifying Repair or Qualifying Replacement, subject to paragraph 41 below.

35. If Whirlpool's or Sears' databases reflect that the Prequalified Settlement Class Member experienced an Overheating Event, and if the database records reflect that the Prequalified Settlement Class Member received a repair or replacement that was not paid for in its entirety by Whirlpool or Sears but the amount paid for a Qualifying Repair or Qualifying Replacement is not reflected, the prequalified amount offered to the Class Member will be \$200.

36. If Whirlpool's or Sears' databases reflect that the Prequalified Class Member experienced an Overheating Event, and if the database records reflect a likelihood that a free repair or replacement occurred, the Prequalified Settlement Class Member will be mailed or emailed (or both), the Tailored Prequalified Notice in the form attached hereto as Appendix K, along with the Notice, advising the Prequalified Class Member that he or she received a free repair or replacement and will not be offered any additional compensation under the Settlement. The Tailored Prequalified Notice will also advise the Prequalified Class Member of his or her right to file a claim and dispute that assertion.

37. If a Prequalified Settlement Class Member wishes to dispute the prequalified amount of his or her claim, the Prequalified Settlement Class Member must submit supporting documentation showing the amount that he or she paid for the Qualifying Repair or Qualifying Replacement for a determination by the Settlement Administrator.

38. If a claimant cannot provide the supporting documentation described above, the Settlement Administrator will search Sears' and Whirlpool's databases for proof of the claimed Qualifying Repair or Qualifying Replacement. To the extent that the databases provide such proof, the supporting documentation requirement will be satisfied.

39. To establish eligibility for a cash settlement payment, a Past Overheating Subclass Member who does not Opt Out will be required to check an eligibility box on the Claim Form stating that they did not receive either a full refund of the purchase price paid for the Class Dishwasher or a free exchange of the Class Dishwasher for a new dishwasher.

40. No Settlement Class Member who received from Whirlpool or Sears either a full refund of the purchase price he or she paid for the Class Dishwasher or a free exchange of the Class Dishwasher for a new dishwasher of any model will be entitled to any payment or other compensation, unless (1) the claimant received a free exchange of the Class Dishwasher for a new Dishwasher, and (2) the claimant's experiences with the second Dishwasher qualifies the claimant for compensation for that second Dishwasher under the terms of this Agreement.

41. The compensation to be paid to claimants who satisfy the above requirements for Past Overheating Subclass Members will be:

a) Reimbursement for Paid Qualifying Repairs: If the claimant is a Prequalified Settlement Class Member, or if the claimant provides sufficient documentary proof that the claimant meets the threshold requirements described above and that the claimant actually paid some out-of-pocket cost for a Qualifying Repair, the claimant will be reimbursed for the amount that sufficient documentary proof shows the claimant actually paid for parts and labour, up to the full cost of the Qualifying Repair. If the claimant can provide sufficient documentary proof of the Qualifying Repair but that documentary proof does not show the amount paid for the Qualifying Repair, the claimant's settlement payment will be \$200.

b) Reimbursement for Paid Qualifying Replacements: If the claimant is a Prequalified Settlement Class Member, or if the claimant provides sufficient documentary proof that the claimant meets the threshold requirements described above and that the claimant actually paid some out-of-pocket cost for a Qualifying Replacement, Whirlpool will reimburse the out-of-pocket costs paid by the claimant for the new dishwasher up to \$300 for a Whirlpool®-built replacement dishwasher (including a Whirlpool®-built KitchenAid® or

Kenmore® brand dishwasher) and up to \$200 for a non- Whirlpool®-built replacement dishwasher.

c) All Settlement Class Members who can be identified as having experienced Overheating Events will be sent the Notice and will have an opportunity to submit a Claim Form, regardless of what Whirlpool's or Sears' databases show regarding voluntary benefits previously provided to those Class Members. If the claimant provides sufficient documentary proof that the claimant meets the threshold requirements described above and that the claimant actually paid some out-of-pocket cost for a Qualifying Repair or Qualifying Replacement, the claimant will be reimbursed for the amount of any previously unreimbursed expenses as described in paragraphs (a) and (b) above. Settlement Class Members who already received compensation or received a voluntary benefit will not receive double payment; only previously unreimbursed expenses will be reimbursed.

d) If the claimant previously received from Sears or Whirlpool any form of compensation for an Overheating Event (e.g., a policy-adjust cash payment, a partial refund, a discount off the regular price of a new dishwasher or a coupon applicable to the purchase of a new dishwasher that was redeemed), any compensation to which the claimant would otherwise be entitled under this section will be reduced as follows:

- i. For any policy-adjust cash payment, cash refund, or other cash payment, the amount of that payment;
- ii. For any specified dollar-discount off the price of any new dishwasher, the specified dollar amount;
- iii. For any specified percentage-discount off the price of any new dishwasher, the dollar amount determined by applying that percentage to the regular, then-prevailing price of that dishwasher; and
- iv. For any coupon redeemed for the purchase of a new dishwasher, the dollar amount specified on the face of the coupon redeemed.

All other claimants will be required to check an eligibility box on their Claim Form stating that they did not receive any of these customer-satisfaction benefits from Whirlpool or Sears relating to an Overheating Event with their Class Dishwasher.

Deadline to Submit a Claim Form for Reimbursement for a Past Overheating Event

42. Settlement Class members will have up to the Claims Deadline to submit a Claim Form for a settlement payment for a past Overheating Event.

**Compensation to Future Overheating Subclass Members**

Cash or Rebate Option

43. Future Overheating Subclass Members who do not Opt Out and who contact the Settlement Administrator, Whirlpool or Sears to report an Overheating Event that occurs within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date, whichever is later, will be eligible to receive either a \$100 cash payment or a 30% rebate off the purchase price of a new Whirlpool®, Kenmore® or KitchenAid® brand dishwasher, at their option.

44. For Future Overheating Subclass Members who desire a cash payment or to purchase a new dishwasher using the rebate, the Settlement Administrator or Sears will refer the subclass member to a designated Whirlpool telephone number that the Class Member can call to discuss his or her options. Future Overheating Subclass Members will be required to sign a short, one-page release before they receive their cash payment or rebate form, a copy of which is attached as Appendix L to this Agreement.

45. At its sole discretion, Whirlpool has the option to buy back or replace the Class Dishwasher for an appropriate price so that Whirlpool can obtain the Class Dishwasher as part of its ongoing field safety monitoring processes.

Sticker Program for Replacement Rushmore and Rush ECB Parts

46. As of the Effective Date, Whirlpool will affix a sticker to the individual parts boxes containing replacement service parts for Rushmore and Rush Electronic Control Boards, excluding



replacement parts in the inventories of Service Technicians. The text of the sticker is as attached in Appendix M.

47. The sticker will advise Whirlpool-authorized and Sears-authorized Service Technicians and Settlement Class Members who have experienced an Overheating Event that the Class Member may be entitled to a cash payment or rebate upon verification, and that the Service Technician should contact Whirlpool in that regard for authorization. The Service Technician must take custody of the replaced part and return it to Whirlpool for confirmation that the cash payment/rebate terms of this Settlement apply to that Settlement Class Member.

Deadline to Submit a Claim for Future Overheating Events

48. All claims for future Overheating Events must be submitted within 120 days after the Overheating Event occurs, and the Overheating Event must itself occur within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date, whichever is later.

**Benefits Available to Non-Class NewGen and Raptor Owners**

**Non-Class Compensation for Past Overheating Events**

NewGen and Raptor Owners Are Not Included in Class Settlement

49. For avoidance of all doubt, the Settlement releases only the claims of Settlement Class Members related to the Class Dishwashers as set out in Section VIII of this Agreement. The Settlement does not release the claims of NewGen and Raptor Owners.

Notice Mailings to NewGen and Raptor Owners Who Reported an Overheating Event

50. The Settlement Administrator will mail a notice of this offer and send the notice by email to any NewGen or Raptor Owner identified in Whirlpool's or Sears' databases by the PHM Methodology, identified on dishwasherfires.ca or who otherwise contacted Class Counsel, where the documentation shows that within 12 years after Purchase the claimant's Dishwasher's NewGen or Raptor ECB experienced an Overheating Event. A copy of the Notice to NewGen or Raptor Owners is attached as Appendix N.

### Compensation for Past Overheating Events

51. NewGen and Raptor Owners who have experienced a documented Overheating Event within 12 years after the Purchase of the Dishwasher but before the Notice Date will be entitled to reimbursement of certain out-of-pocket expenses incurred as a result of that Overheating Event, including the amount of any Paid Qualifying Repair or Paid Qualifying Replacement in consideration for their individual execution of a one page release releasing their claims against Whirlpool, Sears, and any other entity in the chain of manufacture or distribution of their Dishwashers. A copy of the release is attached as Appendix O.

52. The requirements and conditions set out in the Compensation to Past Overheating Subclass Members section of this Agreement will apply, as applicable and with any necessary modifications, to each NewGen and Raptor Owner who has experienced an Overheating Event and makes a claim for reimbursement of the amount of any Paid Qualifying Repair or Paid Qualifying Replacement.

### Prequalified Owners

53. NewGen and Raptor Owners who can be identified in Whirlpool's or Sears' databases as having paid for a Qualifying Repair ("Prequalified Owners") will not be required to submit documentation to support their claim unless they dispute the prequalified amount to be paid in satisfaction of their claim. The PHM Methodology will be used to identify Prequalified Owners.

54. The mailed notice and email notice will include a pre-printed unique claim identification number for each Prequalified Owner that the claimant will enter into the online Claim Form or print on his or her hardcopy of the Claim Form. The unique claim identification number will be used by the Settlement Administrator to identify those claimants who have been identified as Prequalified Owners. Prequalified Owners will be required only to enter or confirm their current name and address, check the eligibility boxes on the Claim Form and sign the claim form certifying that the statements are true and correct. Where an online Claim Form is used, the claimant will electronically sign the Claim Form certifying that those statements are true and correct.

### Compensation to Prequalified Owners

55. If Whirlpool's or Sears' databases reflect that the Prequalified Owner experienced an Overheating Event, and if the database records reflect the amount paid by the claimant for a Qualifying Repair or Qualifying Replacement, the prequalified amount offered to the Prequalified Owner will be his or her out-of-pocket cost for the Qualifying Repair or Qualifying Replacement, subject to paragraphs 59-61 below.

56. If Whirlpool's or Sears' databases reflect that the Prequalified Owner experienced an Overheating Event, and if the database records reflect that the Prequalified Owner received a repair or replacement that was not paid for in its entirety by Whirlpool or Sears but the amount paid for a Qualifying Repair or Qualifying Replacement is not reflected, the prequalified amount offered to the claimant will be \$200.

57. If Whirlpool's or Sears' databases reflect that the Prequalified Owner experienced an Overheating Event, and if the database records reflect a likelihood that a free repair or replacement occurred, the Prequalified Owner will be mailed or emailed (or both), along with the Notice, a Tailored Prequalified Notice to NewGen and Raptor Owners in the form attached as Appendix P advising the Prequalified Owner that he or she received a free repair or replacement and will not be offered any additional compensation under the Settlement. The Tailored Prequalified Notice to NewGen and Raptor Owners will also advise the Prequalified Owner of his or her right to file a claim and dispute that assertion.

58. If a Prequalified Owner wishes to dispute the prequalified amount of his or her claim, the Prequalified Owner must submit supporting documentation showing the amount that he or she paid for the Qualifying Repair or Qualifying Replacement for a determination by the Settlement Administrator.

### Reimbursement for Paid Qualifying Repairs

59. If the claimant is a Prequalified Owner, or if the claimant provides sufficient documentary proof, in accordance with paragraphs 29-30 of this Agreement, that the claimant meets the threshold requirements and that the claimant actually paid some out-of-pocket cost for a Qualifying

Repair by a service technician or by the owner within 12 years after Purchase due to the Dishwasher's Overheating Event, the claimant will be reimbursed for the amount that sufficient documentary proof shows the claimant actually paid for parts and labour, up to the full cost of the Qualifying Repair. If the claimant can provide sufficient documentary proof of the Qualifying Repair but that documentary proof does not show the amount paid for the Qualifying Repair, the claimant's settlement payment will be \$200.

Reimbursement for Paid Qualifying Replacements

60. If the claimant is a Prequalified Owner, or if the claimant provides sufficient documentary proof, in accordance with paragraphs 29-30 of this Agreement, that the claimant meets the threshold requirements described above and that the claimant actually paid some out-of-pocket cost for a Qualifying Replacement, Whirlpool will reimburse the out-of-pocket costs paid by the customer for the new dishwasher up to \$300 for a Whirlpool® built replacement dishwasher (including KitchenAid® and Kenmore® brand dishwashers built by Whirlpool) and up to \$200 for a non-Whirlpool®-built replacement dishwasher.

61. No NewGen or Raptor Owner who received from Whirlpool or Sears either a full refund of the purchase price he or she paid for the Dishwasher or a free exchange of the Dishwasher for a new dishwasher of any model will be entitled to any payment or other compensation, unless (1) the claimant received a free exchange of the Dishwasher for a new Dishwasher, and (2) the claimant's experiences with the second Dishwasher qualifies the claimant for compensation for that second Dishwasher under the terms of this Agreement.

62. To establish their eligibility for a cash settlement payment, claimants will be required to check an eligibility box on the Claim Form stating that they did not receive either a full refund of the purchase price paid for the Dishwasher or a free exchange of the Dishwasher for a new dishwasher.

Deadline to Submit a Claim Form for Reimbursement for a Past Overheating Event

63. NewGen and Raptor Owners will have up to the Claims Deadline to submit a Claim Form for a settlement payment for a past Overheating Event.

### **Non-Class Compensation for Future Overheating Events**

#### **Cash or Rebate Option**

64. NewGen and Raptor Owners who contact the Settlement Administrator, Whirlpool or Sears to report a future Overheating Event that occurs within 10 years after Purchase or within 2 years after the Notice Date, whichever is later, in consideration of the execution of the release attached as Appendix L, will be eligible to receive either a \$100 cash payment or a 30% rebate off the purchase price of a new Whirlpool® or KitchenAid® brand dishwasher, at their option.

65. At its sole discretion, Whirlpool has the option to buy back or replace the Dishwasher for an appropriate price so that Whirlpool can obtain the Dishwasher as part of its ongoing field safety monitoring processes.

#### **Deadline to Submit a Claim for Future Overheating Events**

66. All claims for future Overheating Events must be submitted within 120 days after the Overheating Event occurs, and the Overheating Event itself must occur within 10 years after the Purchase of the Dishwasher or within 2 years after the Notice Date, whichever is later.

#### **Sticker Program for Replacement NewGen and Raptor ECB Parts**

67. As of the Effective Date and for two years after the Notice Date, Whirlpool will affix a sticker to the individual parts boxes containing replacement service parts for NewGen and Raptor Electronic Control Boards, excluding replacement parts in the inventories of Service Technicians.

68. The sticker will advise Whirlpool-authorized and Sears-authorized Service Technicians and Persons who have experienced an Overheating Event that the Person may be entitled to a cash benefit or rebate upon verification, and that the Service Technician should contact Whirlpool in that regard for authorization. The Service Technician must take custody of the part and return it to Whirlpool for confirmation that the cash payment/rebate terms of this Settlement apply to that Person.

## V. OPTING OUT

69. Any Settlement Class Member may opt out of this Agreement by delivering to the Settlement Administrator an executed Opt Out Form, attached as Appendix F, within the Opt Out Period.

70. To be valid, the Opt Out Form must be postmarked no later than the last day of the Opt Out Period.

71. The Settlement Administrator will provide to Class Counsel and to the Defendants, within 10 business days after the expiry of the Opt Out Period, copies of all of the Opt Out Forms received.

## VI. SETTLEMENT PUBLICITY

### **Publication**

72. As more fully detailed in the Notice Plan, the Settlement Administrator will cause the Publication Notice to be published in various newspapers and will place banner advertisements online.

73. Class Counsel may publish information about the Settlement and the claims process, and a link to the Settlement Website on their respective law firm websites and on [dishwasherfires.ca](http://dishwasherfires.ca).

### **Designated Phone Number**

74. The Plaintiffs will direct Settlement Class Members and NewGen and Raptor Owners who contact them to contact Whirlpool directly at a designated telephone number or email address to be provided by Whirlpool.

### **Media Inquiries**

75. The Plaintiffs agree to direct to Class Counsel all media inquiries regarding the Lawsuits or the Settlement.

## **VII. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES**

### **The Settlement Administrator**

#### Appointment of Settlement Administrator

76. All decisions regarding notice and settlement administration will be made jointly between the Defendants and Class Counsel, subject to any required Court approval.

77. Whirlpool will propose a Settlement Administrator to Class Counsel, who will not unreasonably object to that appointment. The appointment of the Settlement Administrator will be subject to Court approval.

78. Class Counsel and counsel for Defendants will have the ability to communicate directly with the Settlement Administrator without the need to include each other in each of those communications. Disputes, if any, will be resolved by the Court.

#### Settlement Administration

79. The Settlement Administrator will perform the following functions in accordance with the terms of the Settlement Agreement, the Preliminary Approval Order and the Final Approval Order:

a. Receive Opt Out Forms and any objections to the Settlement, evaluate, and either approve completed Claim Forms sent before the Claims Deadline by Persons seeking to receive compensation or rebates as meeting the requirements of the Agreement or disapprove them as failing to meet those requirements;

b. Establish the Settlement Website that will post information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including the Preliminary Approval Order, the Final Approval Order and the Notice;

c. Provide to Whirlpool and Class Counsel, thirty days before mailing a Notice or Notices of Claim Denial, (1) a list of the names and addresses of any Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims, by category of benefit, and (2) a separate

list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Class Counsel will have an opportunity to review the Notices of Claim Denial and request a meet and confer with counsel for Whirlpool should they decide to challenge any of the Notices of Claim Denial. In the event Class Counsel challenges a Notice of Claim Denial, that Notice will not be sent to the Person until Class Counsel and counsel for Whirlpool meet and confer and arrive at a resolution as to whether the claim was properly denied;

d. Send, by Canada Post mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Class Counsel, a Notice of Claim Denial; and

e. Within 30 days after the payment of any Valid Claims for monetary compensation by the Settlement Administrator, provide to Whirlpool and Class Counsel a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit) and the total dollar amount paid to Class Members (in total and by category of benefit).

### **The Notice Plan**

#### Notice by Mail and Email

80. Whirlpool and Sears will search, to the extent reasonably available, their respective warranty registration databases, call centre databases, and other relevant databases to identify Settlement Class Members.

81. The Settlement Administrator, within 45 days of the grant of the Preliminary Approval Order, will mail the Notice, along with the Prequalified Notices or the TCO Repair Notice where applicable, to each mailing address of record for members of the Settlement Class and will email the Notice, along with the Prequalified Notices or the TCO Repair Notice where applicable, to all members of the Settlement Class for whom valid email addresses are known to Whirlpool or Sears.



Quebec addresses will receive the Notice, and the Prequalified Notices or the TCO Repair Notice where applicable, in both French and English.

82. The Prequalified Notice in the form attached hereto Appendix H will advise applicable Prequalified Settlement Class Members that they prequalify for compensation under the Settlement and will state that most Prequalified Settlement Class Members will receive at least \$100 if they enter or confirm their current name and address, check the necessary eligibility boxes on the Claim Form for Prequalified Settlement Class Members and sign the Claim Form certifying that the statements are true and correct.

83. While a Claim Form can be completed online, the Settlement Administrator will mail a copy of the Claim Form to Settlement Class Members who request a hardcopy of the Claim Form.

84. The Settlement Administrator also will perform a national change of address search and will forward Notice packages that are returned by Canada Post with a forwarding address.

#### Newspaper Advertisements

85. The Publication Notice will, within 45 days of the grant of the Preliminary Approval Order, be published once in the weekend edition of Canada's leading mainstream newspapers. The papers will include 2 national papers and 12 leading local dailies within the highest populated Census Metropolitan Areas.

86. The Publication Notice will be approximately quarter-page ads. It will be in French in the French language newspapers.

87. The Publication Notice will be published in the following papers: *The Globe and Mail*, *The National Post*, the *Calgary Herald*, the *Edmonton Journal*, the *Vancouver Sun*, the *Winnipeg Free Press*, the *Halifax Chronicle-Herald*, the *Saint John Telegraph Journal*, the *Charlottetown Guardian*, *St. John's Telegram*, *Le Journal de Montreal*, *Montreal La Presse*, the *Saskatoon Star Phoenix* and the *Regina Leader Post*.

### Internet Banners

88. English and French internet banners (targeting 1,940,000 English-language and 525,000 French-language impressions) will be purchased commencing within 45 days of the grant of the Preliminary Approval Order and continuing over a one-month period on a variety of websites and on the social media site Facebook.

89. The internet banners will be targeted to adults age 25 and older and will include an embedded link to the Settlement Website. The Facebook banners will be further targeted to adults who own a dishwasher, home appliance and/or a home.

### The Settlement Website

90. The Settlement Administrator will within 45 days of the grant of the Preliminary Approval Order create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members and NewGen and Raptor Owners, including the Notice, Claim Form, information about deadlines and a link to Whirlpool's own website relating to dishwasher safety.

91. The Settlement Website will permit Settlement Class Members to submit claims online, including uploading any necessary documentation.

92. The Settlement Website will include information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the Statement of Claim in the Alberta Action, the materials filed in support of the application for the Preliminary Approval Order and in support of the application for the Final Approval Order.

93. The Settlement Administrator will take steps to ensure that the Settlement Website is optimized for searching and that it is mobile-friendly. The Settlement Website will remain active at least until 90 days after the last date on which a claim for any benefits under the Settlement may be submitted.

**Submission of Claim Forms**

94. The Settlement Administrator will accept online as well as paper Claim Forms.

95. The Settlement Administrator will allow Settlement Class Members to electronically submit documents supporting their Claim Forms.

96. The Settlement Administrator will provide Class Counsel and Whirlpool with periodic status reports regarding claims.

97. The Parties agree that the Notice, the Prequalified Notices, the TCO Repair Notice, the Claim Form and the Settlement Website will provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, where additional information about the Settlement and the Actions can be obtained, how Class Members can Opt Out of the Alberta Action or object to the Settlement and how Class Members and other Persons can submit claims for compensation or rebates pursuant to the Settlement.

**Administration and Notice Expenses**

98. Whirlpool agrees to pay for all Administration and Notice Expenses.

99. Whirlpool will not be responsible for any cost that may be incurred by the Plaintiffs or Class Counsel in (1) responding to inquiries about this Agreement, the Settlement, or the Actions, or (2) defending this Agreement or the Settlement against any objection to it, except for the costs incurred by the Settlement Administrator to prepare affidavits or status reports at the request of the Parties or for the Court for the purpose of obtaining the Final Approval Order or for staying informed of developments in the Settlement.

100. Whirlpool will be required to pay the reasonable costs, if any, billed by the Settlement Administrator with respect to work performed by the Settlement Administrator to provide information to the Court to address any objections to this Agreement or the Settlement.

## VIII. RELEASES

### **Released Claims**

101. Except as otherwise expressly provided for in this Agreement, the Plaintiffs and all Settlement Class Members who do not Opt Out of the Alberta Action prior to the expiry of the Opt Out Period forever release, acquit and discharge the Releasees from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, lawyers' fees, obligations, judgments, expenses or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, that the Plaintiffs or Settlement Class Members now have or, absent this Agreement, may in the future have had against the Releasees by reason of any act, omission, harm, matter, cause or event whatsoever that has occurred at any time up to and including the Effective Date of this Agreement, that relates to any of the defects, malfunctions or inadequacies of the Class Dishwashers themselves that are alleged or could have been alleged in the Actions or to any act, omission, damage, matter, cause or event whatsoever arising out of the initiation, defence or settlement of the Actions or the claims or defences asserted in the Actions in so far as they relate to the Class Dishwashers (the "Released Claims"). This release will not extinguish, and the Released Claims do not include, claims for personal injury or for damage to property other than to the Class Dishwasher itself. For example, if a Settlement Class Member were to experience a flood or fire related to his or her Class Dishwasher, the Settlement Class Member would retain his or her right to pursue claims against the Releasees for damage to his or her property other than to the Class Dishwasher itself. And, for greater certainty, Ms. Bickert retains her right to litigate the BC Action so far as that action relates to claims for personal injury and for damage to property other than to the Class Dishwasher itself.

102. On the Effective Date, all Released Claims will be conclusively settled, compromised, satisfied and released as against the Releasees. The Plaintiff Bickert will amend the Notice of Civil Claim in the BC Action accordingly. The Plaintiff Essa will consent to dismissal of the Alberta Action as to the Released Claims and will discontinue all other claims in the Alberta Action.

103. Each Party expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are later found to be other than or different from the facts now believed or assumed to be true, this Agreement will nevertheless remain effective. It is understood and agreed that this Agreement will constitute a general release and will be effective as a full and final accord and satisfaction and is a bar, except as otherwise expressly provided for in this Agreement, to all actions, causes of action, costs, expenses, lawyers' fees, damages, claims and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, pertaining to the Released Claims.

104. Except as otherwise expressly provided for in this Agreement, as additional consideration for the Settlement and the benefits provided by this Agreement, each Plaintiff agrees to take all reasonable actions to support any of the Releasees' efforts to obtain dismissal of any claims or causes of action brought against them, including any action for contribution or indemnity, that may hereafter at any time be asserted against any of the Releasees by either of the Plaintiffs, or by anyone subrogated to any of the Plaintiffs' rights in any capacity, and that arise from any Released Claims.

#### **Future or Unknown Harm and Waiver of Rights**

105. It is possible, although unlikely, that other injuries, damages, losses or future consequences or results of the sale, purchase, use, non-use, need for repair or repair of the Class Dishwashers are not currently known by the Plaintiffs and the Settlement Class Members and will develop or be discovered in the future.

106. Except as otherwise expressly provided for in this Agreement, the release in this Agreement, and the compromise on which it is based, are expressly intended to and do cover and include a release by each Plaintiff and Settlement Class Member of all such future damages, losses or future consequences or results, excluding any future injury to person or to property other than the Class Dishwasher itself, and including a release and waiver of all rights, causes of actions, claims and lawsuits against the Releasees that may exist or arise in the future because of such future damages, losses or future consequences or results of known or unknown damages that relate

to or arise out of the sale of the Class Dishwasher to or its use by each Plaintiff and Settlement Class Member.

107. Each Plaintiff and Settlement Class Member expressly consents that the release will be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, demands, rights, lawsuits or causes of action as referenced above.

108. Each Plaintiff and Settlement Class Member acknowledges and agrees that this waiver is an essential and material term of the release and the compromise Settlement that led to it, and that without this waiver the compromise Settlement would not have been accomplished. Each Plaintiff has been advised by his or her lawyer with respect to this waiver and, being of competent mind, understands and acknowledges its significance.

#### **IX. COVENANT NOT TO SUE**

109. Except as otherwise expressly provided for in this Agreement, each Plaintiff (1) covenants and agrees that neither she, nor anyone authorized to act on her behalf, will commence any judicial or administrative action or proceeding, or authorize or accept any benefit from any judicial or administrative action or proceeding against the Releasees or any of them with respect to any claim, matter or issue that in any way arises from, is based on or relates to any alleged loss, harm or damages allegedly caused by the Releasees or any of them in connection with the Released Claims, (2) waives and disclaims any right to any form of recovery, compensation or other remedy in any such action or proceeding brought by or on behalf of her or any putative Class Member or Dishwasher owner, and (3) agrees that this Agreement will be a complete bar to any such action or proceeding.

#### **X. REPRESENTATIONS AND WARRANTIES**

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

- a. The Plaintiffs represent and warrant that no portion of any claim, right or cause of action against any of the Releasees that the Plaintiffs in any capacity have or may have, and no portion of any recovery or settlement to which the Plaintiffs in any capacity may be entitled, has been assigned or transferred by or for the Plaintiffs, in any capacity and in any manner, except for the portion of the global Settlement sum that has been assigned, transferred or conveyed to Class Counsel to pay Class Counsel's Fees and Disbursements.
- b. Each Party has received legal advice from his, her or its lawyers on the advisability of making the Settlement and executing this Agreement.
- c. No Party relies or has relied on any statement, representation, omission, inducement or promise of or by any other Party (or any officer, agent, employee, representative or lawyer of any other Party) in making the Settlement or in executing this Agreement, except as expressly stated in this Agreement.
- d. Each Party to this Agreement has investigated the facts pertaining to the Settlement, this Agreement and all matters pertaining to them, to the full extent that the Party deems necessary.
- e. Each Party has carefully read and reviewed with his, her or its lawyers, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement upon the advice of his, her or its lawyers.
- f. Each term of this Agreement is contractual and not merely a recital.

## **XI. NO ADMISSION OF LIABILITY**

111. It is understood and agreed that the Settlement sums and the benefits provided in this Agreement, the Settlement and the release are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault or responsibility on the part

of any of the Releasees who expressly deny, and have always expressly denied, any defect, liability, fault or responsibility.

## **XII. NON-DISPARAGEMENT**

112. The Parties and their respective counsel agree not to disparage any other Party with respect to the Dishwashers, the ECBs, the litigation of the Actions, or the Settlement.

113. The Plaintiffs and Class Counsel agree not to create, establish or assist in the development of any website or “gripe” site that criticizes any Defendant with respect to the Dishwashers, the ECBs, the litigation of the Actions, or the Settlement. Class Counsel will on the Effective Date take steps to take down the website dishwasherfires.ca and any Facebook, YouTube or other internet postings made or maintained by Class Counsel in relation to the BC Action or the Alberta Action or the allegations made therein.

## **XIII. CLASS COUNSEL’S FEES AND DISBURSEMENTS**

### **Generally**

114. As part of this Settlement, the Defendants have agreed that, in addition to the amount of money that Whirlpool (on behalf of Whirlpool and Sears) has agreed to make available to pay Valid Claims submitted by Settlement Class Members and NewGen and Raptor owners, and the amount of money to be paid for the cost of Notice and work performed by the Settlement Administrator, Whirlpool (on behalf of Whirlpool and Sears) will also pay Class Counsel’s Fees and Disbursements, as set out below, to compensate Class Counsel for their work in prosecuting the Actions and obtaining the benefits in this Agreement, including work for and benefits obtained on behalf of Class Members and NewGen and Raptor Owners and based on both the Class and non-Class benefits created by the Settlement.

### **Legal Fees**

115. The Defendants will pay Class Counsel \$600,000 plus applicable taxes (GST and PST) for Class Counsel fees.



116. These fees will be paid to Class Counsel by wire transfer within 30 days after the Effective Date.

117. Class Counsel will provide the Defendants' counsel with all wiring and account information necessary to enable Whirlpool to make the transfer within the required timeline.

118. Class Counsel will allocate, as between themselves, each firm's proportionate share of the Class Counsel fees. Any disputes regarding such allocation will be resolved by the Court.

### **Disbursements**

119. The Defendants will pay Class Counsel \$90,000 as reimbursement for reasonable disbursements paid by Class Counsel for the purpose of prosecuting the Actions.

120. These Disbursements will be paid to Class Counsel by wire transfer within 30 days after the Effective Date.

121. Class Counsel will allocate, as between themselves, each firm's proportionate share of the disbursements paid by the Defendants. Any disputes regarding such allocation will be resolved by the Court.

### **Court Approval**

122. Class Counsel's Fees and Disbursements, as set out above, are subject to approval by the Court.

123. The Court's or an appellate court's failure to approve, in whole or in part, Class Counsel's Fees and Disbursements will not affect the validity or finality of the Settlement, nor will such non-approval be grounds for rescission of this Agreement. In the event the Court declines to approve, in whole or in part, the payment of Class Counsel's Fees and Disbursements, the remaining provisions of this Agreement will remain in full force and effect.

**XIV. ADDITIONAL TERMS****Extensions of Time**

124. Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement and the Settlement.

**Day for Action**

125. Where the time on or by which any action required to be taken under this Agreement expires or falls on a day that is not a business day, the action may be taken on the next succeeding day that is a business day.

**Amendments**

126. The Parties may make non-substantive amendments to the Settlement Agreement, including its Appendices, provided that each Party to the Settlement Agreement agrees in writing to any such amendments.

127. No substantive amendments or supplements may be made to the provisions of this Agreement and no restatement of this Agreement may be made unless agreed to by the Parties in writing and unless approved by the Court without any material differences.

**Cooperation**

128. The Parties agree that they will abide by and act in accordance with this Agreement and prepare, execute, and deliver all documents that are reasonably required to carry out this Agreement.

**Headings**

129. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

**No *Contra Proferentem***

130. Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity will be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.

**Extended Meanings**

131. In this Agreement, words importing the singular number include the plural and vice versa. The term “including” means “including without limiting the generality of the foregoing”.

**Conditional Nature of Agreement**

132. If the Preliminary Approval Order is not granted by the Court on substantially the same terms and conditions contemplated in this Agreement, this Agreement will be terminated, no obligation on the part of any of the Parties will accrue and none of the Parties will be liable to any of the other Parties under this Agreement. If the Final Approval Order is not granted or is reversed on appeal, no obligation on the part of any of the Parties will accrue, save and except in respect of Administration and Notice Expenses incurred pursuant to the Preliminary Approval Order.

**Severance/Severability**

133. With the exception of the provisions for payment of the Class Counsel Fees and Disbursements, none of the terms of this Agreement is severable from the others. If the Court or a court of appeals should rule that any term is void, illegal, or unenforceable for any reason, however, Defendants, in their sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as representatives of the Settlement Class), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

**Governing Law**

134. This Agreement will for all purposes be deemed to have been negotiated, executed, and delivered within the province of Alberta, and the rights and obligations of the Parties will be construed and enforced in accordance with, and governed by, the laws of the province of Alberta.

135. The Court will retain continuing jurisdiction over this Agreement, the Settlement and its implementation.

**Entire Agreement of the Parties**

136. This Agreement, including all Appendices, constitutes the entire agreement between the Parties with respect to the subject matter herein and cancels and supersedes all prior and contemporaneous oral and written agreements and discussions between the Parties.

137. This Agreement may be amended only by agreement in writing, signed by the Parties.

**Binding on Agents, Successors, and Assigns**

138. This Agreement is binding on, and will inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers and predecessors and successors in interest.

139. This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

**No Extension of Whirlpool's or Sears' Written Warranties**

140. In connection with this Agreement and the Settlement, Whirlpool and Sears have not agreed to any extension of their written warranties for the Class Dishwashers or other Dishwashers.

141. The only Settlement benefits are those payments or rebates to eligible Dishwasher owners described in this Agreement.

**Counterparts**

142. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement.

Dated: July 10, 2018



David A. Klein  
KLEIN LAWYERS LLP



---

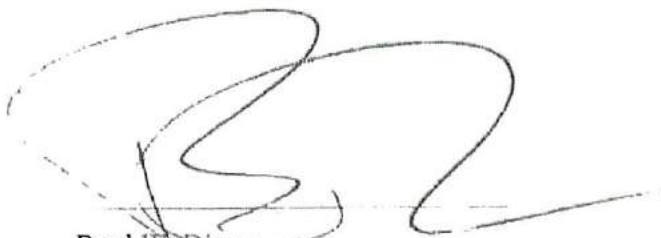
Richard J. Mallett  
JAMES H. BROWN & ASSOCIATES



---

Clint G. Docken, Q.C.  
GUARDIAN LAW GROUP LLP

FOR THEMSELVES AND AS COUNSEL  
FOR AND ON BEHALF OF THE  
PLAINTIFFS, KRISTINA ESSA AND  
NATALIE BICKERT



Brad W. Dixon  
BORDEN LADNER GERVAIS LLP  
AS COUNSEL FOR AND ON BEHALF  
OF THE DEFENDANTS

APPENDIX A  
CLAIM FORM

**DISHWASHERS SETTLEMENT CLAIM FORM**

First1 Last 1



Address1 Address2

Claim #: XXXXXXXXXXXX

City, Prov., Postal Code

This Claim Form is to be used by purchasers or owners of certain KitchenAid®, Kenmore®, and Whirlpool® brand dishwashers manufactured by Whirlpool between October 2000 and January 2006 (“Dishwashers”) to apply for one or more of these settlement benefits:

- (1) a cash rebate on the purchase of a new KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher, ranging from 10% to 20% of the purchase price; and
- (2) in addition, if your Dishwasher experienced an Overheating Event, reimbursement of certain out-of-pocket expenses incurred in connection with a Dishwasher Overheating Event, which can include up to the full cost of repair or up to \$300 for a replacement dishwasher.

This Claim Form is not to be used for any other make or model of dishwasher. **Before completing this Claim Form, please read the responses to Questions 6-7, 9-13, and 15-18 in the Notice of Certification and Settlement to determine whether you are eligible for one or more of the settlement benefits.**

If you meet the settlement’s eligibility requirements and wish to submit a claim for only a cash rebate, you only need to complete Part I of this form.

If you meet the settlement’s eligibility requirements and wish to submit a claim for reimbursement of certain out-of-pocket expenses arising from an Overheating Event, you must (1) complete the section of Part I of this Claim Form that applies to you; (2) complete Part II of this Claim Form; and (3) attach copies of any documents required by Part II. If the settlement notice you received from Canada Post or by email states that you are a Prequalified Settlement Class Member, you do not need to submit any documentary proof to receive reimbursement of your out-of-pocket-expenses incurred in connection with your Overheating Event.

You must return your completed Claim Form and all required documentation by Canada Post **postmarked no later than \_\_\_\_\_, 2018\***, to the Settlement Administrator at the following address:

[Settlement Administrator]

## ADDRESS

Alternatively, you may electronically fill out this Claim Form at the settlement website, [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), and upload any required documentation to that website.

\*This deadline does not apply to claims for cash reimbursement for a Dishwasher Overheating Event that occurs in the future, within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date, whichever is later, so long as you submit this Claim Form within 120 days after the Overheating Event.

**Important:** If your Dishwasher needs service and is covered by its factory warranty or by an extended warranty or service contract you bought from another retailer or seller, please call the toll-free telephone number shown in your service contract to request service.

If you have questions regarding this Claim Form or the settlement, please visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), email [questions@dishwashersettlement.com](mailto:questions@dishwashersettlement.com), write to the Settlement Administrator at the address above, or call                     .

<b>DISHWASHERS SETTLEMENT CLAIM FORM - PART I</b>
---

**Important:** To determine if you own a Dishwasher and are eligible for benefits under this settlement, you may need to look at your dishwasher's model number, which is located on the inside rim of your dishwasher door. **Go to the settlement website at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to determine if your unit is one of the models eligible for benefits.**

**Claimant Information**

A. Please provide your name and address:

First name	Middle initial	Last name
------------	----------------	-----------

City	Province
	Postal Code

B. Provide your contact information:

( ) _____	( ) _____
Daytime telephone number	Evening telephone number

\_\_\_\_\_  
Email address (if applicable)

C. Model Number of your Dishwasher: \_\_\_\_\_

D. Serial Number of your Dishwasher: \_\_\_\_\_

**Important:** In order to verify your eligibility, the Claims Administrator needs your Dishwasher's model and serial number. If you still own the Dishwasher, open the door to your dishwasher and look for the model and serial tag label on the outside rim of the door. Then go to the Settlement Website at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to determine if your model number and serial number are included in the models eligible for settlement benefits. If you



no longer possess the dishwasher, you may be able to find the serial number through purchase records or warranty records.

**Even if you cannot find the serial number you should still complete the claim form.** The Claims Administrator will try to locate your serial number through Whirlpool's or Sears' records. If the Claims Administrator cannot locate your serial number, you may receive a deficiency notice and/or your claim may be denied.

**Eligibility Requirements to Make a Claim**

Question 1	Yes	No
<p>Did you buy, or otherwise acquire as part of the purchase or remodeling of a home, or as a gift, a new Dishwasher with model and serial numbers listed as eligible for settlement benefits on <a href="http://www.DishwasherSettlement.com">www.DishwasherSettlement.com</a> that was sold under the brand name KitchenAid®, Kenmore®, or Whirlpool®?</p> <p><i>Note: To locate the model number, open the door to your dishwasher and look for the model tag label on the outside rim of the door.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

If you were unable to answer “Yes” to Question 1 above, **STOP**: You are not entitled to any compensation or benefit under this settlement.

**If you answered “YES” to Question 1, please move on to Question 2.**

Question 2 - Which benefit(s) are you seeking under this settlement?	
<p>Please <b><u>check all that apply</u></b>. You may be entitled to both forms of benefit if you experienced an Overheating Event.</p>	
<input type="checkbox"/>	<p>Cash rebate for the purchase of a new KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher</p>
<input type="checkbox"/>	<p>Reimbursement of out-of-pocket expenses incurred to repair or replace a Dishwasher that experienced an Overheating Event.</p>

**Important:** If you wish to receive only a cash rebate and are not submitting a claim for compensation for a Dishwasher Overheating Event, you only need to complete the rest of this Part I. Please complete Part II of this claim form only if you are requesting reimbursement for a Dishwasher Overheating Event. You may return your completed Claim Form by Canada Post postmarked no later than \_\_\_\_\_, 2018, or submit it online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or by emailing it to [claims@dishwashersettlement.com](mailto:claims@dishwashersettlement.com) no later than \_\_\_\_\_, 2018.

**After you have completed this Part I in full, please sign the Certification below. You must complete Part II only if you wish to make a claim for a cash reimbursement payment for expenses incurred in connection with a Dishwasher Overheating Event.**

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any cash rebate unless you sign and date this statement):** I affirm that all information provided in Part I of this Claim Form is true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **DISHWASHERS SETTLEMENT CLAIM FORM - PART II**

If you are eligible for and wish to make a claim for a cash reimbursement payment for out-of-pocket expenses incurred due to an Overheating Event in your Dishwasher, you must complete this Part II of the Claim Form. Please complete and return Part II **only** if you are seeking **reimbursement for out-of-pocket expenses you incurred due to an Overheating Event in your Dishwasher.**

If you are eligible for reimbursement due to an Overheating Event in your Dishwasher and submit a valid claim under Section II, Whirlpool will reimburse you up to the **full cost** of the Qualifying Repair or you may be reimbursed up to \$300 for a Whirlpool-manufactured replacement dishwasher, or up to \$200 for a non-Whirlpool-built replacement dishwasher.

If you have documentary proof of the Overheating Event, Qualifying Repair, or Qualifying Replacement, please submit a photocopy of such documentation with this claim form or upload it when you submit the claim form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or at [claims@dishwashersettlement.com](mailto:claims@dishwashersettlement.com). Please keep the original documentation for your records. If you do not submit documentation with your claim form, the Settlement Administrator may contact you and ask that you provide documentation showing that you experienced an Overheating Event and either a Qualifying Repair or a Qualifying Replacement.

After you have answered the eligibility questions and signed and dated the Claim Form, please email (at [claims@dishwashersettlement.com](mailto:claims@dishwashersettlement.com)) or mail to the Dishwashers Settlement Administrator **both Parts I and II** of this Claim Form **and** copies of all supporting documentation, if you have it. Alternatively, you may complete and submit this Claim Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). Please keep the originals of your documentary proof and send only copies to the Settlement Administrator, or upload copies to the website using the online Claim Form.

<p><b>PART II</b></p> <p><b>REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES DUE TO A DISHWASHER OVERHEATING EVENT</b></p>
--

Eligibility Questions for Cash Reimbursement Payment for a Dishwasher Overheating Event	Yes	No
1. Did your Dishwasher's Electronic Control Board, or the wire terminals connected to the Electronic Control Board, overheat, ignite, or emit smoke, fumes, sparks, or electrical arcing?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did this Overheating Event occur within 12 years after you bought your Dishwasher?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did you incur any out-of-pocket expenses because of this Overheating Event in your Dishwasher? For example, did you pay out-of-pocket to repair your Dishwasher's Electronic Control Board or to buy a replacement dishwasher?	<input type="checkbox"/>	<input type="checkbox"/>
4. What was the total amount of the expenses you incurred due to the Overheating Event in your Dishwasher?	\$ _____.	

If you answered "NO" to Questions 1 or 2 above, **STOP**: You are not entitled to any cash reimbursement payment.

If you answered "NO" to Question 3 because the Overheating Event was recent and you have not yet incurred out-of-pocket expenses, you are still entitled to benefits under the Settlement, but you must contact Whirlpool to discuss those benefits. Please call XXX-XXX-XXXX. If you answered "NO" to Question 3 for a different reason (e.g., Whirlpool or Sears provided you with a free repair or free replacement dishwasher), you are not entitled to a cash reimbursement payment.

If you answered "YES" to each of Questions 1, 2, and 3 and have answered Question 4, please move on to Question 5 below.

Eligibility Questions for Cash Reimbursement Payment for a Dishwasher Overheating Event	Yes	No

5. Have you already received reimbursement from Whirlpool, Sears, or another third party for the expenses you incurred because of the Overheating Event in your Dishwasher?	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

If you answered “NO” to Question 5 above, please move on to Question 6 below. If you have answered “YES” to Question 5, you may still be entitled to compensation so long as you were not **fully** reimbursed for the expenses you identified in response to Question 5. If you were not fully reimbursed, please provide the following information and then proceed to Question 6 below:

	Yes	No	Amount/Value
Did you receive any cash payment, gift card, refund, or reimbursement from Whirlpool or Sears?	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Did you receive a free replacement dishwasher, other appliance, or other product from Whirlpool or Sears?	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
Did you receive any other form of compensation from Whirlpool or Sears, such as a dollar discount, percentage discount, or rebate on a new dishwasher?	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____

<b>Eligibility Questions for Cash Reimbursement Payment for a Dishwasher Overheating Event</b>	Yes	No
6. Do you have documentation showing the amount of expenses you incurred to repair or replace your Dishwasher because of the Overheating Event in your Dishwasher?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you a Prequalified Settlement Class Member based on your claim ID number starting with a “2” (e.g., 2xxxxxx)?	<input type="checkbox"/>	<input type="checkbox"/>

Examples of sufficient documentation for Question 6 include, but are not limited to, cheques, credit card statements, sales or repair invoices and receipts, and service and installation company records that establish the date, fact of, and amount you paid for expenses incurred because of the Overheating Event. Please keep your original documentary proof and send only copies to the Settlement Administrator.

If you answered “YES” to Questions 1, 2, 3, and 6 and “NO” to Question 5, you are entitled to a cash reimbursement payment from Whirlpool. If you are requesting reimbursement for repairs,

you may be reimbursed up to the full cost of the Qualifying Repair. If you are requesting reimbursement for the price you paid for a replacement dishwasher due to the Overheating Event in your Dishwasher, you may be reimbursed up to \$300 for a Whirlpool-manufactured replacement dishwasher or up to \$200 for a non-Whirlpool-made replacement dishwasher. Please include with this Claim Form a copy of your documentary proof, sign and date the Certification Statement below, and either email (at [claims@dishwashersettlement.com](mailto:claims@dishwashersettlement.com)) or mail to the Whirlpool Settlement Administrator **both** Parts I **and** II of this Claim Form **and** copies of all documentary proof required in this Section II. Alternatively, you may complete your claim form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) and upload any supporting documentation. Please keep your original documentary proof, and send only copies to the Settlement Administrator.

**If you have answered “YES” to Questions 1, 2, and 3 and “NO” to Questions 5 and 6 above, you may still be entitled to compensation if you answered “YES” to Question 7.** If you answered “YES” to Question 7, you do not need to submit any documentary proof because you are prequalified to receive a reimbursement payment from Whirlpool.

If you have answered “YES” to Questions 1, 2 and 3 and “NO” to all of Questions 5-7, and you do not have documentation showing that you purchased your Dishwasher or experienced an Overheating Event or Qualifying Repair of your Dishwasher, **STOP:** You are not entitled to compensation.

**CERTIFICATION STATEMENT (Please note that you will not be eligible to receive any cash reimbursement payment unless you sign and date this statement):** I affirm that all information provided in Parts I and II of this Claim Form is true and accurate; that my Dishwasher experienced an overheating event within 12 years after purchase; and that I incurred unreimbursed expenses because of that Overheating Event in my Dishwasher.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX B

### Class Dishwashers - Model Numbers and Serial Number Ranges

#### KitchenAid® brand Class Dishwashers - Model Numbers and Serial Number Ranges

\*First 6 digits of model number are reported

Brand	Model No	Serial Number Ranges for Class Dishwasher Models		
		Serial Range Start	Serial Range End	Years Manufactured
KitchenAid	KUDC01	FP12	FR49	2003-2004
KitchenAid	KUDI01	FK31	FS30	2000-2005
KitchenAid	KUDJ01	FK51	FM32	2000-2002
KitchenAid	KUDK01	FL25	FS30	2001-2005
KitchenAid	KUDL01	FM39	FS2	2002-2005
KitchenAid	KUDM01	FK30	FM33	2000-2002
KitchenAid	KUDP01	FM34	FS32	2002-2005
KitchenAid	KUDR01	FK33	FM33	2000-2002
KitchenAid	KUDS01	FK24	FT22	2000-2006

**Kenmore® brand Class Dishwashers - Model Numbers and Serial Number Ranges**

\*First 5 digits of base model number are reported (excluding prefix digits)

\*\* All Kenmore® models begin with the prefix "665" or "22"

Brand	Model	Serial Number Range for Class Dishwasher Models		
		Serial Range	Serial Range	Years
		Start	End	Manufactured
Kenmore	15932	FK00	FM07	2000-2002
Kenmore	15933	FK00	FM08	2000-2002
Kenmore	15939	FK00	FM10	2000-2002
Kenmore	16919	FK00	FL50	2000-2001
Kenmore	16919	FK00	FM18	2000-2002
Kenmore	14353	FP49	FR35	2003-2004
Kenmore	15872	FL3	FM12	2001-2002
Kenmore	15874	FL2	FM14	2001-2002
Kenmore	15879	FL3	FM14	2001-2002
Kenmore	15882	FL3	FL39	2001
Kenmore	15884	FL3	FL34	2001
Kenmore	15889	FL2	FL40	2001
Kenmore	15892	FL32	FM18	2001-2002
Kenmore	15894	FL32	FM18	2001-2002
Kenmore	15899	FL32	FM19	2001-2002
Kenmore	15912	FK34	FM6	2000-2002
Kenmore	15914	FK34	FM8	2000-2002
Kenmore	15919	FK33	FM5	2000-2002
Kenmore	15922	FK45	FM19	2000-2002
Kenmore	15923	FK45	FM17	2000-2002
Kenmore	15924	FK45	FM12	2000-2002
Kenmore	15929	FK45	FM19	2000-2002
Kenmore	15932	FK34	FM7	2000-2002



<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range</b>		<b>Years Manufactured</b>
		<b>Start</b>	<b>End</b>	
Kenmore	15933	FK37	FM8	2000-2002
Kenmore	15934	FK34	FM8	2000-2002
Kenmore	15937	FK37	FM3	2000-2002
Kenmore	15939	FK35	FM8	2000-2002
Kenmore	15952	FK33	FM6	2000-2002
Kenmore	15953	FK37	FM20	2000-2002
Kenmore	15954	FK35	FM9	2000-2002
Kenmore	15959	FK35	FM9	2000-2002
Kenmore	16012	FR36	FS53	2004-2005
Kenmore	16014	FR36	FS53	2004-2005
Kenmore	16019	FR36	FS53	2004-2005
Kenmore	16022	FR32	FS53	2004-2005
Kenmore	16023	FR36	FS53	2004-2005
Kenmore	16024	FR36	FS53	2004-2005
Kenmore	16029	FR36	FS53	2004-2005
Kenmore	16032	FR36	FS53	2004-2005
Kenmore	16033	FR36	FS53	2004-2005
Kenmore	16034	FR36	FS53	2004-2005
Kenmore	16039	FR36	FS53	2004-2005
Kenmore	16042	FR36	FT18	2004-2006
Kenmore	16049	FR32	FT35	2004-2006
Kenmore	16052	FR36	FT9	2004-2006
Kenmore	16054	FR42	FT9	2004-2006
Kenmore	16059	FR37	FT9	2004-2006
Kenmore	16262	FR37	FT9	2004-2006
Kenmore	16263	FR37	FT9	2004-2006
Kenmore	16264	FR39	FT9	2004-2006

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	16269	FR38	FT9	2004-2006
Kenmore	16272	FR40	FS53	2004-2005
Kenmore	16273	FR38	FT9	2004-2006
Kenmore	16279	FR32	FT9	2004-2006
Kenmore	16282	FR38	FT6	2004-2006
Kenmore	16283	FR36	FT6	2004-2006
Kenmore	16289	FR33	FT5	2004-2006
Kenmore	16292	FR41	FT5	2004-2006
Kenmore	16293	FR38	FT6	2004-2006
Kenmore	16294	FR42	FS49	2004-2005
Kenmore	16299	FR41	FT6	2004-2006
Kenmore	16342	FP32	FR9	2003-2004
Kenmore	16349	FP39	FR9	2003-2004
Kenmore	16352	FP38	FR35	2003-2004
Kenmore	16354	FP35	FR35	2003-2004
Kenmore	16359	FP35	FR35	2003-2004
Kenmore	16362	FP36	FR35	2003-2004
Kenmore	16363	FP40	FR34	2003-2004
Kenmore	16364	FP36	FR35	2003-2004
Kenmore	16369	FP35	FR35	2003-2004
Kenmore	16372	FP35	FR35	2003-2004
Kenmore	16373	FP37	FR35	2003-2004
Kenmore	16374	FP36	FR35	2003-2004
Kenmore	16379	FP37	FR35	2003-2004
Kenmore	16382	FP35	FR35	2003-2004
Kenmore	16389	FP37	FR35	2003-2004
Kenmore	16462	FP38	FR35	2003-2004

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	16463	FP36	FR35	2003-2004
Kenmore	16464	FP35	FR35	2003-2004
Kenmore	16469	FP36	FR35	2003-2004
Kenmore	16472	FP36	FR35	2003-2004
Kenmore	16473	FP37	FR35	2003-2004
Kenmore	16474	FP36	FR23	2003-2004
Kenmore	16479	FP35	FR35	2003-2004
Kenmore	16482	FP41	FR34	2003-2004
Kenmore	16483	FP35	FR35	2003-2004
Kenmore	16484	FP42	FR34	2003-2004
Kenmore	16489	FP41	FR34	2003-2004
Kenmore	16492	FP30	FR35	2003-2004
Kenmore	16493	FP35	FR35	2003-2004
Kenmore	16494	FP36	FR27	2003-2004
Kenmore	16499	FP36	FR35	2003-2004
Kenmore	16502	FM41	FP7	2002-2003
Kenmore	16504	FM41	FP7	2002-2003
Kenmore	16509	FM39	FP6	2002-2003
Kenmore	16512	FM16	FP29	2002-2003
Kenmore	16514	FM16	FP34	2002-2003
Kenmore	16519	FM16	FP28	2002-2003
Kenmore	16532	FM13	FP33	2002-2003
Kenmore	16533	FM16	FP32	2002-2003
Kenmore	16534	FM16	FP32	2002-2003
Kenmore	16539	FM16	FP32	2002-2003
Kenmore	16552	FP5	FP33	2003
Kenmore	16559	FP5	FP35	2003

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	16572	FM16	FP30	2002-2003
Kenmore	16574	FM16	FP28	2002-2003
Kenmore	16579	FM16	FP35	2002-2003
Kenmore	16582	FM16	FM41	2002
Kenmore	16583	FM16	FM32	2002
Kenmore	16584	FM16	FM32	2002
Kenmore	16589	FM16	FM39	2002
Kenmore	16592	FM13	FP32	2002-2003
Kenmore	16593	FM16	FP33	2002-2003
Kenmore	16594	FM17	FP26	2002-2003
Kenmore	16599	FM16	FP30	2002-2003
Kenmore	16602	FP7	FP35	2003
Kenmore	16604	FP7	FP34	2003
Kenmore	16609	FP7	FP29	2003
Kenmore	16692	FM41	FP27	2002-2003
Kenmore	16693	FM41	FP27	2002-2003
Kenmore	16694	FM41	FP2	2002-2003
Kenmore	16699	FM41	FM47	2002
Kenmore	16872	FL4	FM19	2001-2002
Kenmore	16874	FL5	FM18	2001-2002
Kenmore	16879	FL4	FM19	2001-2002
Kenmore	16882	FL5	FL31	2001
Kenmore	16884	FL5	FL32	2001
Kenmore	16889	FL5	FL31	2001
Kenmore	16912	FK39	FM17	2000-2002
Kenmore	16914	FK39	FM17	2000-2002
Kenmore	16919	FK39	FM18	2000-2002

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	16932	FK39	FM17	2000-2002
Kenmore	16933	FK40	FM17	2000-2002
Kenmore	16934	FK39	FM17	2000-2002
Kenmore	16939	FK40	FM18	2000-2002
Kenmore	16952	FL42	FM17	2001-2002
Kenmore	16953	FL42	FM17	2001-2002
Kenmore	16954	FL42	FM15	2001-2002
Kenmore	16959	FL33	FM16	2001-2002
Kenmore	16972	FM16	FM52	2002
Kenmore	16973	FM16	FP6	2002-2003
Kenmore	16974	FM17	FM42	2002
Kenmore	16979	FM17	FP5	2002-2003
Kenmore	16982	FM41	FP33	2002-2003
Kenmore	16983	FM41	FP35	2002-2003
Kenmore	16984	FM41	FP30	2002-2003
Kenmore	16989	FM38	FP34	2002-2003
Kenmore	17012	FR36	FS53	2004-2005
Kenmore	17013	FR36	FS53	2004-2005
Kenmore	17014	FR36	FS49	2004-2005
Kenmore	17019	FR36	FS49	2004-2005
Kenmore	17022	FR36	FS53	2004-2005
Kenmore	17023	FR36	FS53	2004-2005
Kenmore	17024	FR36	FS52	2004-2005
Kenmore	17029	FR36	FS52	2004-2005
Kenmore	17032	FR36	FS53	2004-2005
Kenmore	17033	FR36	FS53	2004-2005
Kenmore	17034	FR36	FS53	2004-2005

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	17039	FR37	FS53	2004-2005
Kenmore	17052	FR36	FS52	2004-2005
Kenmore	17053	FR37	FS49	2004-2005
Kenmore	17054	FR45	FS51	2004-2005
Kenmore	17059	FR37	FS51	2004-2005
Kenmore	17262	FR37	FS50	2004-2005
Kenmore	17263	FR37	FS51	2004-2005
Kenmore	17264	FR38	FS50	2004-2005
Kenmore	17269	FR37	FS51	2004-2005
Kenmore	17282	FR37	FS49	2004-2005
Kenmore	17283	FR38	FS45	2004-2005
Kenmore	17289	FR44	FS49	2004-2005
Kenmore	17342	FP37	FR8	2003-2004
Kenmore	17349	FP37	FR7	2003-2004
Kenmore	17352	FP37	FR34	2003-2004
Kenmore	17354	FP37	FR34	2003-2004
Kenmore	17359	FP37	FR34	2003-2004
Kenmore	17362	FP37	FR35	2003-2004
Kenmore	17363	FP37	FR35	2003-2004
Kenmore	17364	FP37	FR34	2003-2004
Kenmore	17369	FP37	FR34	2003-2004
Kenmore	17372	FP37	FR38	2003-2004
Kenmore	17373	FP37	FR34	2003-2004
Kenmore	17374	FP37	FR34	2003-2004
Kenmore	17379	FP37	FR38	2003-2004
Kenmore	17382	FP38	FR33	2003-2004
Kenmore	17389	FP38	FR32	2003-2004

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	17462	FP37	FR33	2003-2004
Kenmore	17463	FP37	FR34	2003-2004
Kenmore	17464	FP37	FR33	2003-2004
Kenmore	17469	FP37	FR33	2003-2004
Kenmore	17472	FP38	FR32	2003-2004
Kenmore	17473	FP40	FR31	2003-2004
Kenmore	17474	FP38	FR27	2003-2004
Kenmore	17479	FP38	FR34	2003-2004
Kenmore	17482	FP41	FR34	2003-2004
Kenmore	17483	FP41	FR33	2003-2004
Kenmore	17484	FP42	FR34	2003-2004
Kenmore	17489	FP41	FR33	2003-2004
Kenmore	17502	FM41	FP6	2002-2003
Kenmore	17504	FM41	FP5	2002-2003
Kenmore	17509	FM41	FP5	2002-2003
Kenmore	17512	FM19	FP35	2002-2003
Kenmore	17514	FM19	FP34	2002-2003
Kenmore	17519	FM19	FP35	2002-2003
Kenmore	17532	FM18	FP35	2002-2003
Kenmore	17533	FM19	FP35	2002-2003
Kenmore	17534	FM19	FP35	2002-2003
Kenmore	17539	FM19	FP35	2002-2003
Kenmore	17572	FM19	FP35	2002-2003
Kenmore	17574	FM19	FP35	2002-2003
Kenmore	17579	FM19	FP35	2002-2003
Kenmore	17582	FM19	FM44	2002
Kenmore	17583	FM18	FM41	2002

<b>Serial Number Range for Class Dishwasher Models</b>				
<b>Brand</b>	<b>Model</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	17584	FM19	FM42	2002
Kenmore	17589	FM19	FM43	2002
Kenmore	17592	FM18	FP35	2002-2003
Kenmore	17593	FM19	FP35	2002-2003
Kenmore	17594	FM19	FP34	2002-2003
Kenmore	17599	FM19	FP35	2002-2003
Kenmore	17602	FP7	FP34	2003
Kenmore	17604	FP7	FP34	2003
Kenmore	17609	FP7	FP35	2003
Kenmore	17692	FM41	FP35	2002-2003
Kenmore	17693	FM42	FP35	2002-2003
Kenmore	17694	FM41	FP33	2002-2003
Kenmore	17699	FM41	FP33	2002-2003
Kenmore	74382	FS38	FT33	2005-2006
Kenmore	74389	FS38	FT33	2005-2006



**Whirlpool® brand Class Dishwashers - Model Numbers and Serial Number Ranges**

\*First 6 digits of model number are reported unless otherwise indicated

Brand	Model	Serial Number Range for Class Dishwasher Models		
		Serial Range Start	Serial Range End	Years Manufactured
Whirlpool	DU640XTKQ0	FL40	FM25	2001-2002
Whirlpool	DU1048	FS8	FS53	2005
Whirlpool	DU1050	FR27	FS25	2004-2005
Whirlpool	DU1055	FS9	FT1	2005-2006
Whirlpool	DU1100	FR28	FT39	2004-2006
Whirlpool	DU1101	FR23	FS48	2004-2005
Whirlpool	DU1145	FR28	FT50	2004-2006
Whirlpool	DU1148	FR28	FT40	2004-2006
Whirlpool	DUC600	FR38	FS47	2004-2005
Whirlpool	DUL240	FR28	FT50	2004-2006
Whirlpool	DUL300	FL25	FR27	2001-2004
Whirlpool	GU1100	FM50	FR27	2002-2004
Whirlpool	GU1101XTLB0	FR06	FR06	2004
Whirlpool	GU1108	FP8	FR18	2003-2004
Whirlpool	GU1200	FL14	FR27	2001-2004
Whirlpool	GU1500	FL14	FR37	2001-2004
Whirlpool	GU2300XTLB	FR26	FR26	2004
Whirlpool	GU2300XTLQ1	FP47	FP47	2003
Whirlpool	GU2300XTLS3	FR34	FR34	2004
Whirlpool	GU2400	FR28	FT25	2004-2006
Whirlpool	GU2500	FR28	FT25	2004-2006
Whirlpool	GU2548	FR28	FT26	2004-2006
Whirlpool	GU2600	FR26	FS52	2004-2005
Whirlpool	GU3200	FR37	FS29	2004-2005

Whirlpool	GU3600	FS38	FT3	2005-2006
Whirlpool	GU630X	FP52	FR12	2003-2004
Whirlpool	GU640X	FM49	FP16	2002-2003

**APPENDIX C**

## Final Approval Order

COURT FILE NUMBER	1603-10241
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	KRISTINA ESSA
DEFENDANT	WHIRLPOOL CORPORATION, SEARS HOLDINGS MANAGEMENT CORPORATION, SEARS ROEBUCK AND CO., INC., SEARS CANADA INC., WHIRLPOOL CANADA CO., and WHIRLPOOL CANADA LP Pursuant to the <i>Class Proceedings Act</i> , SA 2003, c C-16.5
DOCUMENT	<b>ORDER</b>
ADDRESS FOR SERVICE AND CONTACT	RICHARD J. MALLET James H. Brown & Associates
INFORMATION OF PARTY FILING THIS DOCUMENT	2400, 10123 – 99 Street Edmonton, AB T5J 3H1 Telephone: (780) 428-0088 Facsimilie: (780) 428-7788 DAVID KLEIN and ANGELA BESPFLUG Klein Lawyers LLP 400-1385 West 8 <sup>th</sup> Avenue Vancouver, BC VGH 3V9 Telephone: (604) 874-7171 Facsimilie: (604) 874-7180



6. The persons listed in the List of Opt-Outs, as attached at **Schedule “B”** and incorporated into this Order, have validly exercised their right to opt-out and are not Settlement Class Members.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Settlement Class Members from the Released Claims.
8. Upon the Effective Date, Settlement Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants.
9. This Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
10. A payment by the Defendants to Class Counsel for Class Counsels’ Fees in the amount of \$600,000.00, plus applicable taxes, is approved and is to be paid by the Defendants within 30 days after the Effective Date.
11. A payment by the Defendants to Class Counsel for reasonable disbursements incurred by Class Counsel, in the all-inclusive amount of \$90,000.00 is approved and is to be paid by the Defendants within 30 days after the Effective Date.
12. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
13. Any and all claims in the within proceeding made on behalf of Settlement Class Members in respect of Released Claims shall be and are hereby dismissed against the Defendants without costs and with prejudice, and any and all other claims in the within proceeding shall be discontinued and such discontinuance is hereby approved.
14. This Order may be endorsed in counterpart, electronically or by facsimile.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

---

---

Signature of Richard J. Mallett

Counsel for the Plaintiff

---

Signature of Brad W. Dixon

Counsel for the Defendants

**APPENDIX D****Non-Class Dishwashers - Model Numbers and Serial Number Ranges****KitchenAid® brand Non-Class Dishwashers - Model Numbers and Serial Number Ranges**

\*First 6 digits of model number are reported

<b>Brand</b>	<b>Serial Number Range for Non-Class Dishwasher Models</b>			
	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kitchen Aid	KUDA03	FU14	FY4	2007-2009
Kitchen Aid	KUDB03	FU24	FW5	2007-2008
Kitchen Aid	KUDC02	FS32	FU7	2005-2007
Kitchen Aid	KUDC03	FU17	F14	2007-2011
Kitchen Aid	KUDC20	FY8	F053	2009-2010
Kitchen Aid	KUDC25	FJ36	FK43	1999-2000
Kitchen Aid	KUDE03	FW14	FY7	2008-2009
Kitchen Aid	KUDE40	FY9	F037	2009-2010
Kitchen Aid	KUDE45	FY22	F041	2009-2010
Kitchen Aid	KUDE60	FY7	F052	2009-2010
Kitchen Aid	KUDE70	FY10	F11	2009-2011
Kitchen Aid	KUDG25	FJ16	FK20	1999-2000
Kitchen Aid	KUDI02	FS31	FU21	2005-2007
Kitchen Aid	KUDI25	FJ20	FK28	1999-2000
Kitchen Aid	KUDJ02	FS31	FU9	2005-2007
Kitchen Aid	KUDK02	FS31	FU13	2005-2007
Kitchen Aid	KUDK03	FU14	FY8	2007-2009
Kitchen Aid	KUDL02	FS33	FU21	2005-2007
Kitchen Aid	KUDL03	FU17	F051	2007-2010
Kitchen Aid	KUDL40	FY12	F034	2009-2010
Kitchen Aid	KUDM03	FU44	FY8	2007-2009
Kitchen Aid	KUDM25	FJ41	FK25	1999-2000

Kitchen Aid	KUDP02	FS33	FU21	2005-2007
<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kitchen Aid	KUDR02	FT19	FU13	2006-2007
Kitchen Aid	KUDR25	FJ29	FK20	1999-2000
Kitchen Aid	KUDS02	FS32	FU21	2005-2007
Kitchen Aid	KUDS03	FT23	FY8	2006-2009
Kitchen Aid	KUDS25	FJ31	FK43	1999-2000
Kitchen Aid	KUDS30	FY9	F053	2009-2010
Kitchen Aid	KUDS40	FY7	F11	2009-2011
Kitchen Aid	KUDS50	FY8	F051	2009-2010
Kitchen Aid	KUDT03	FU15	FY8	2007-2009
Kitchen Aid	KUDU02	FS36	FU8	2005-2007
Kitchen Aid	KUDU03	FU11	FY7	2007-2009
Kitchen Aid	KUDV25	FJ39	FK8	1999-2000
Kitchen Aid	KUDW02	FS28	FT43	2005-2006
Kitchen Aid	KUDW03	FU20	FY8	2007-2009
Kitchen Aid	KUDX03	FU18	FY4	2007-2009



**Kenmore® brand Non-Class Dishwashers - Model Numbers and Serial Number Ranges**

\*First 5 digits of model number are reported

\*\* All Kenmore® models begin with the prefix "665" or "22"

Brand	Serial Number Range for Non-Class Dishwasher Models			
	Raptor/NewGen Models	Serial Range Start	Serial Range End	Years Manufactured
Kenmore	15632	FK35	FP28	2000-2003
Kenmore	15634	FK34	FP28	2000-2003
Kenmore	15637	FK42	FL42	2000-2001
Kenmore	15639	FK35	FP26	2000-2003
Kenmore	15652	FK44	FP11	2000-2003
Kenmore	15654	FK44	FP18	2000-2003
Kenmore	15659	FK44	FP1	2000-2003
Kenmore	15682	FL29	FM41	2001-2002
Kenmore	15684	FL31	FM41	2001-2002
Kenmore	15689	FL29	FM40	2001-2002
Kenmore	15712	FK34	FL3	2000-2001
Kenmore	15714	FK35	FK42	2000
Kenmore	15717	FK35	FK51	2000
Kenmore	15719	FK34	FK50	2000
Kenmore	15722	FK13	FK31	2000
Kenmore	15727	FK13	FK20	2000
Kenmore	15729	FK13	FK18	2000
Kenmore	15732	FK40	FL32	2000-2001
Kenmore	15734	FL3	FL31	2001
Kenmore	15737	FL3	FL28	2001
Kenmore	15739	FL2	FL31	2001
Kenmore	15752	FL2	FL29	2001
Kenmore	15754	FL3	FL24	2001
Kenmore	15759	FL2	FL26	2001

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	15762	FL23	FP7	2001-2003
Kenmore	15764	FL23	FP6	2001-2003
Kenmore	15767	FL23	FL29	2001
Kenmore	15769	FL23	FP6	2001-2003
Kenmore	15772	FK1	FK34	2000
Kenmore	15777	FK1	FK32	2000
Kenmore	15779	FJ52	FK33	1999-2000
Kenmore	15782	FP5	FR12	2003-2004
Kenmore	15784	FP5	FR11	2003-2004
Kenmore	15789	FP5	FR9	2003-2004
Kenmore	15812	FJ49	FK33	1999-2000
Kenmore	15817	FJ49	FK35	1999-2000
Kenmore	15819	FJ50	FK35	1999-2000
Kenmore	15822	FK35	FL4	2000-2001
Kenmore	15824	FK34	FL3	2000-2001
Kenmore	15829	FK36	FL4	2000-2001
Kenmore	15832	FK36	FL3	2000-2001
Kenmore	15834	FK34	FL3	2000-2001
Kenmore	15839	FK36	FL4	2000-2001
Kenmore	15862	FJ52	FK33	1999-2000
Kenmore	15867	FJ52	FK32	1999-2000
Kenmore	15869	FK1	FK33	2000
Kenmore	15898	FJ31	FJ31	1999
Kenmore	15962	FJ50	FK32	1999-2000
Kenmore	15964	FJ50	FK32	1999-2000
Kenmore	15969	FJ51	FK32	1999-2000
Kenmore	15972	FJ52	FK25	1999-2000

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	15973	FJ52	FK25	1999-2000
Kenmore	15974	FK1	FK25	2000
Kenmore	15979	FJ51	FK28	1999-2000
Kenmore	15982	FJ44	FK27	1999-2000
Kenmore	15983	FJ52	FK27	1999-2000
Kenmore	15984	FK2	FK24	2000
Kenmore	15987	FK2	FK25	2000
Kenmore	15989	FJ38	FK26	1999-2000
Kenmore	16002	FR36	FS34	2004-2005
Kenmore	16003	FR36	FS34	2004-2005
Kenmore	16009	FR38	FS34	2004-2005
Kenmore	16012	FT1	FT33	2006
Kenmore	16014	FT1	FT33	2006
Kenmore	16019	FT1	FT33	2006
Kenmore	16022	FT1	FT33	2006
Kenmore	16023	FT1	FT33	2006
Kenmore	16024	FT1	FT33	2006
Kenmore	16029	FT2	FT33	2006
Kenmore	16032	FT1	FT33	2006
Kenmore	16033	FT1	FT34	2006
Kenmore	16034	FT1	FT34	2006
Kenmore	16039	FT1	FT34	2006
Kenmore	16272	FT4	FT9	2006
Kenmore	16332	FR4	FR36	2004
Kenmore	16334	FR10	FR30	2004
Kenmore	16339	FR4	FR36	2004
Kenmore	16632	FK40	FP39	2000-2003

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	16634	FK44	FP38	2000-2003
Kenmore	16639	FK40	FP37	2000-2003
Kenmore	16684	FL32	FM31	2001-2002
Kenmore	16712	FK37	FK45	2000
Kenmore	16714	FK37	FK44	2000
Kenmore	16719	FK37	FK46	2000
Kenmore	16732	FL4	FL21	2001
Kenmore	16739	FL4	FL23	2001
Kenmore	16762	FL31	FM52	2001-2002
Kenmore	16764	FL32	FM51	2001-2002
Kenmore	16769	FL31	FM51	2001-2002
Kenmore	16812	FJ51	FK27	1999-2000
Kenmore	16817	FJ51	FK25	1999-2000
Kenmore	16819	FJ51	FK27	1999-2000
Kenmore	16822	FK39	FK52	2000
Kenmore	16824	FK39	FK51	2000
Kenmore	16829	FK39	FK52	2000
Kenmore	16862	FJ48	FK20	1999-2000
Kenmore	16867	FJ45	FK23	1999-2000
Kenmore	16869	FJ48	FJ48	1999
Kenmore	16962	FK7	FK28	2000
Kenmore	16964	FK7	FK26	2000
Kenmore	16969	FK8	FK26	2000
Kenmore	17002	FR36	FS34	2004-2005
Kenmore	17003	FR38	FS33	2004-2005
Kenmore	17009	FR36	FS33	2004-2005
Kenmore	17012	FT2	FT30	2006

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	17013	FT2	FT33	2006
Kenmore	17014	FT2	FT32	2006
Kenmore	17019	FT2	FT30	2006
Kenmore	17022	FT1	FT29	2006
Kenmore	17023	FT2	FT33	2006
Kenmore	17024	FT3	FT27	2006
Kenmore	17029	FT1	FT29	2006
Kenmore	17032	FT2	FT34	2006
Kenmore	17033	FT2	FT33	2006
Kenmore	17034	FT3	FT30	2006
Kenmore	17039	FT3	FT29	2006
Kenmore	17332	FR7	FR34	2004
Kenmore	17334	FR12	FR34	2004
Kenmore	17339	FR7	FR34	2004
Kenmore	17752	FL6	FL18	2001
Kenmore	17754	FL6	FL18	2001
Kenmore	17759	FL6	FL18	2001
Kenmore	17772	FJ46	FK34	1999-2000
Kenmore	17777	FJ45	FK24	1999-2000
Kenmore	17779	FJ50	FK30	1999-2000
Kenmore	17813	FJ48	FK30	1999-2000
Kenmore	17822	FL4	FR37	2001-2004
Kenmore	17824	FL3	FL35	2001
Kenmore	17829	FL2	FR37	2001-2004
Kenmore	17842	FR38	FT14	2004-2006
Kenmore	17844	FR41	FT14	2004-2006
Kenmore	17849	FR38	FT14	2004-2006

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	74383	FT8	FT33	2006
Kenmore	13102K	FY25	F026	2009-2010
Kenmore	13103K	FY28	F026	2009-2010
Kenmore	13104K	FY26	F026	2009-2010
Kenmore	13109K	FY27	F026	2009-2010
Kenmore	13112K	FU32	FY27	2007-2009
Kenmore	13113K	FU38	FY27	2007-2009
Kenmore	13114K	FU37	FY26	2007-2009
Kenmore	13119K	FU38	FY27	2007-2009
Kenmore	13122K	FU38	F026	2007-2010
Kenmore	13123K	FU32	F026	2007-2010
Kenmore	13124K	FU38	F025	2007-2010
Kenmore	13129K	FU38	F026	2007-2010
Kenmore	13132K	FU39	FW26	2007-2008
Kenmore	13133K	FU39	FW27	2007-2008
Kenmore	13139K	FU33	FW26	2007-2008
Kenmore	13152K	FU38	FY18	2007-2009
Kenmore	13153K	FU34	FY18	2007-2009
Kenmore	13154K	FU38	FY9	2007-2009
Kenmore	13159K	FU32	FY18	2007-2009
Kenmore	13163K	FW9	F023	2008-2010
Kenmore	13169K	FW12	F020	2008-2010
Kenmore	13173K	FW8	F237	2008-2012
Kenmore	13182K	FW37	F026	2008-2010
Kenmore	13183K	FW40	F028	2008-2010
Kenmore	13189K	FW35	F026	2008-2010
Kenmore	13192K	FY19	F025	2009-2010

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	13193K	FY15	F028	2009-2010
Kenmore	13194K	FY20	F023	2009-2010
Kenmore	13199K	FY19	F025	2009-2010
Kenmore	13206K	FY32	FY44	2009
Kenmore	13212K	F026	F128	2010-2011
Kenmore	13213K	FY39	F129	2009-2011
Kenmore	13219K	F022	F129	2010-2011
Kenmore	13232K	FU43	FW25	2007-2008
Kenmore	13233K	FU40	FW25	2007-2008
Kenmore	13239K	FU39	FW25	2007-2008
Kenmore	13242K	FY39	F128	2009-2011
Kenmore	13243K	FY39	F128	2009-2011
Kenmore	13249K	FY39	F129	2009-2011
Kenmore	13412K	FU38	FW52	2007-2008
Kenmore	13413K	FU38	FW50	2007-2008
Kenmore	13419K	FU38	FW52	2007-2008
Kenmore	13422K	FU38	FW51	2007-2008
Kenmore	13423K	FU38	FW51	2007-2008
Kenmore	13429K	FU38	FW51	2007-2008
Kenmore	13432K	FU40	FW25	2007-2008
Kenmore	13433K	FU40	F025	2007-2010
Kenmore	13439K	FU40	F026	2007-2010
Kenmore	13442K	FY25	F116	2009-2011
Kenmore	13443K	FY25	F116	2009-2011
Kenmore	13444K	FY25	F16	2009-2011
Kenmore	13449K	FY25	F16	2009-2011
Kenmore	13452K	FY25	F038	2009-2010

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	13453K	FY43	F038	2009-2010
Kenmore	13459K	FY27	F038	2009-2010
Kenmore	13462K	FY17	F119	2009-2011
Kenmore	13463K	FY17	F119	2009-2011
Kenmore	13469K	FY15	F119	2009-2011
Kenmore	13482K	FY15	F119	2009-2011
Kenmore	13483K	FY17	F115	2009-2011
Kenmore	13484K	FY17	F120	2009-2011
Kenmore	13489K	FY17	F117	2009-2011
Kenmore	13552K	FU33	FY27	2007-2009
Kenmore	13559K	FU34	FY27	2007-2009
Kenmore	13562K	FU34	FW50	2007-2008
Kenmore	13569K	FU34	FW51	2007-2008
Kenmore	13572K	FU27	FY17	2007-2009
Kenmore	13573K	FU27	FY18	2007-2009
Kenmore	13579K	FU27	FY18	2007-2009
Kenmore	13582K	FU27	FY1	2007-2009
Kenmore	13583K	FU27	FY3	2007-2009
Kenmore	13589K	FU27	FW50	2007-2008
Kenmore	13592K	FT15	FY28	2006-2009
Kenmore	13593K	FT15	FY28	2006-2009
Kenmore	13594K	FT17	FY27	2006-2009
Kenmore	13599K	FT15	FY28	2006-2009
Kenmore	13672K	FT34	FU34	2006-2007
Kenmore	13673K	FT34	FU33	2006-2007
Kenmore	13679K	FT36	FU37	2006-2007
Kenmore	13682K	FU6	FU25	2007



<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	13683K	FU5	FU24	2007
Kenmore	13689K	FU6	FU22	2007
Kenmore	13712K	FT34	FU21	2006-2007
Kenmore	13719K	FT34	FU27	2006-2007
Kenmore	13722K	FT34	FW7	2006-2008
Kenmore	13723K	FT34	FW5	2006-2008
Kenmore	13724K	FT34	FW8	2006-2008
Kenmore	13729K	FT34	FW6	2006-2008
Kenmore	13732K	FT34	FY18	2006-2009
Kenmore	13733K	FT34	FY18	2006-2009
Kenmore	13734K	FT35	FY18	2006-2009
Kenmore	13739K	FT34	FY18	2006-2009
Kenmore	13742K	FT34	F119	2006-2011
Kenmore	13743K	FT34	F119	2006-2011
Kenmore	13744K	FT35	F119	2006-2011
Kenmore	13749K	FT30	F120	2006-2011
Kenmore	13752K	FT7	FU37	2006-2007
Kenmore	13753K	FT7	FU36	2006-2007
Kenmore	13754K	FT7	FU37	2006-2007
Kenmore	13759K	FT7	FU36	2006-2007
Kenmore	13762K	FT7	FU37	2006-2007
Kenmore	13763K	FT7	FU37	2006-2007
Kenmore	13764K	FT7	FU36	2006-2007
Kenmore	13769K	FT7	FU37	2006-2007
Kenmore	13772K	FT7	FU36	2006-2007
Kenmore	13773K	FT7	FU37	2006-2007
Kenmore	13779K	FT7	FU36	2006-2007

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Kenmore	13782K	FT9	FW27	2006-2008
Kenmore	13783K	FT8	FW26	2006-2008
Kenmore	13785K	FT10	FU42	2006-2007
Kenmore	13789K	FT4	FW25	2006-2008
Kenmore	13792K	FT10	FU34	2006-2007
Kenmore	13793K	FT8	FU36	2006-2007
Kenmore	13794K	FT10	FU36	2006-2007
Kenmore	13799K	FT10	FU34	2006-2007
Kenmore	13812K	FT34	FU20	2006-2007
Kenmore	13819K	FT34	FU20	2006-2007
Kenmore	13822K	FT34	FU49	2006-2007
Kenmore	13823K	FT35	FU48	2006-2007
Kenmore	13824K	FT37	FU49	2006-2007
Kenmore	13829K	FT35	FU49	2006-2007
Kenmore	13832K	FT35	FW48	2006-2008
Kenmore	13833K	FT34	F038	2006-2010
Kenmore	13834K	FT34	FW44	2006-2008
Kenmore	13839K	FT34	F13	2006-2011
Kenmore	13842K	FT34	FW51	2006-2008
Kenmore	13843K	FT34	FW51	2006-2008
Kenmore	13844K	FT35	FW51	2006-2008
Kenmore	13849K	FT35	FW51	2006-2008
Kenmore	13852K	FT12	FU34	2006-2007
Kenmore	13853K	FT12	FU34	2006-2007
Kenmore	13854K	FT13	FU36	2006-2007
Kenmore	13859K	FT12	FU36	2006-2007
Kenmore	13862K	FT11	FU32	2006-2007

Brand	Serial Number Range for Non-Class Dishwasher Models			
	Raptor/NewGen Models	Serial Range Start	Serial Range End	Years Manufactured
Kenmore	13863K	FT12	FU38	2006-2007
Kenmore	13864K	FT13	FU27	2006-2007
Kenmore	13869K	FT12	FU32	2006-2007
Kenmore	13873K	FT31	FW6	2006-2008
Kenmore	13882K	FW23	FY40	2008-2009
Kenmore	13883K	FW25	FY39	2008-2009
Kenmore	13889K	FW25	F09	2008-2010
Kenmore	13892K	FW38	F123	2008-2011
Kenmore	13893K	FW39	F123	2008-2011
Kenmore	13899K	FW36	F123	2008-2011
Kenmore	13933K	F028	F11	2010-2011
Kenmore	17742K	F03	F249	2010-2012
Kenmore	17749K	FY51	F251	2009-2012
Kenmore	17762K	FT16	FY51	2006-2009
Kenmore	17769K	FT15	FY51	2006-2009
Kenmore	74362K	FR44	FT13	2004-2006
Kenmore	74363K	FS6	FT13	2005-2006
Kenmore	74364K	FS39	FT13	2005-2006
Kenmore	74369K	FR44	FT13	2004-2006

**Whirlpool® brand Non-Class Dishwashers - Model Numbers and Serial Number Ranges**

\*First 6 digits of model number are reported

Brand	Serial Number Range for Non-Class Dishwasher Models			
	Raptor/NewGen Models	Serial Range Start	Serial Range End	Years Manufactured
Whirlpool	DP1040	FY51	F242	2009-2012
Whirlpool	DP920P	FJ40	FL11	1999-2001
Whirlpool	DP940P	FL15	F01	2001-2010
Whirlpool	DU1000	FJ35	FL14	1999-2001
Whirlpool	DU1010	FY46	F149	2009-2011
Whirlpool	DU1014	F02	F151	2010-2011
Whirlpool	DU1015	F02	F150	2010-2011
Whirlpool	DU1030	FY46	F147	2009-2011
Whirlpool	DU1048	FS50	FT51	2005-2006
Whirlpool	DU1055	FS50	F150	2005-2011
Whirlpool	DU1061	FU10	FW11	2007-2008
Whirlpool	DU1100	FS50	FW52	2005-2008
Whirlpool	DU1101	FT7	FW44	2006-2008
Whirlpool	DU1145	FS50	FY2	2005-2009
Whirlpool	DU1148	FS50	FW49	2005-2008
Whirlpool	DU1300	FW50	F131	2008-2011
Whirlpool	DU1301	FY6	F131	2009-2011
Whirlpool	DU1345	FY5	F131	2009-2011
Whirlpool	DU600P	FL49	FR27	2001-2004
Whirlpool	DU620P	FL42	FR13	2001-2004
Whirlpool	DU915P	FR27	F02	2004-2010
Whirlpool	DU920P	FJ35	FL12	1999-2001
Whirlpool	DU925S	FJ2	FL12	1999-2001
Whirlpool	DU929P	FJ41	FK9	1999-2000
Whirlpool	DU930P	FR27	F01	2004-2010

<b>Serial Number Range for Non-Class Dishwasher Models</b>				
<b>Brand</b>	<b>Raptor/NewGen Models</b>	<b>Serial Range Start</b>	<b>Serial Range End</b>	<b>Years Manufactured</b>
Whirlpool	DU931S	FK9	FL13	2000-2001
Whirlpool	DU940P	FL14	FM2	2001-2002
Whirlpool	DU941P	FL34	FR27	2001-2004
Whirlpool	DU943P	FL35	FR26	2001-2004
Whirlpool	DU945P	FL25	F01	2001-2010
Whirlpool	DU948P	FL25	FT50	2001-2006
Whirlpool	DU950P	FL25	FR29	2001-2004
Whirlpool	DU951P	FL48	FR27	2001-2004
Whirlpool	DU960P	FL15	FP12	2001-2003
Whirlpool	DUC600	FT4	FT49	2006
Whirlpool	DUL140	FR27	FT49	2004-2006
Whirlpool	DUL200	FL25	FR26	2001-2004
Whirlpool	DUL240	FS51	FW26	2005-2008
Whirlpool	GU2200	FT26	FW32	2006-2008
Whirlpool	GU2275	FW23	F143	2008-2011
Whirlpool	GU2300	FU18	F132	2007-2011
Whirlpool	GU2370	FU18	FW29	2007-2008
Whirlpool	GU2451	FT26	FW26	2006-2008
Whirlpool	GU2455	FT26	FW38	2006-2008
Whirlpool	GU2475	FW23	F131	2008-2011
Whirlpool	GU2600	FS50	FT26	2005-2006
Whirlpool	GU2700	FT26	FW38	2006-2008
Whirlpool	GU2800	FW27	F130	2008-2011
Whirlpool	GU3000	F038	F140	2010-2011
Whirlpool	GU3200	FS31	F140	2005-2011
Whirlpool	GU3600	FS38	F129	2005-2011
Whirlpool	GU940S	FJ33	FL22	1999-2001

Whirlpool	GU980S	FJ24	FL35	1999-2001
-----------	--------	------	------	-----------

## APPENDIX E

## Notice of Certification and Settlement

**If you purchased or owned a dishwasher manufactured by Whirlpool, you may qualify for benefits and compensation from a class action settlement.**

---

***Includes the following brands: KitchenAid®, Kenmore®, and Whirlpool®***

---

*The Alberta Court of Queen's Bench authorized this Notice. This is not a solicitation from a lawyer.*

[www.DishwasherSettlement.com](http://www.DishwasherSettlement.com)

- A Settlement has been reached in a class action lawsuit against Whirlpool Corporation ("Whirlpool"), Sears Holdings Management Corporation ("Sears Holdings"), and Sears, Roebuck and Co., Inc. ("Sears"), Sears Canada Inc. ("Sears Canada"), Whirlpool Canada Co. ("Whirlpool Canada") and Whirlpool Canada LP ("Whirlpool Canada LP") (together, the "Defendants") regarding certain dishwashers manufactured between October 2000 and January 2006 ("Class Dishwashers"). Whirlpool has also agreed to provide additional benefits to owners of certain other dishwashers — manufactured between 1998 and 2012 — that observed or experienced smoke, flames, fumes, sparks, or electrical arcing from the control console area/electronic control board of their dishwasher (an "Overheating Event").
- If you are included in the Settlement, you may qualify for a variety of benefits including a rebate on the purchase of a new dishwasher, and reimbursement for expenses incurred due to past or future dishwasher Overheating Events.
- If you are the purchaser or owner of a Class Dishwasher, your legal rights are affected whether you act or don't act. Read this notice carefully.

<b>SUBMIT A CLAIM FORM</b> <b>Deadline: [DATE]</b>	The only way to get a rebate for the purchase of a new dishwasher or reimbursement for the repair or replacement of a dishwasher that may have overheated.
<b>OPT OUT</b> <b>Deadline: [DATE]</b>	If you are the purchaser or owner of a Class Dishwasher, 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 relating to Class Dishwashers. If you opt out of this Settlement, you will not be able to get benefits from it.
<b>OBJECT</b> <b>Deadline: [DATE]</b>	The only way to tell the Court that you do not like something about the Settlement.
<b>ATTEND THE HEARING</b> _____ at _____	Ask to speak in the Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive a new dishwasher rebate, or reimbursement for a past or future dishwasher Overheating Event, and you will give up your right to ever be part of another lawsuit against Defendants about the legal claims resolved by this Settlement relating to Class Dishwashers.

- These rights and options are explained in this Notice.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. Benefits will be issued if the Court finally approves the Settlement and after any appeals are resolved. Please be patient.

### **BASIC INFORMATION**

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

The Alberta Court of Queen's Bench 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 give final approval to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who may qualify for them.



The Alberta Court of Queen's Bench is overseeing this class action and the Settlement. The case is known as *Essa v. Whirlpool Corporation*, Court of Queen's Bench of Alberta, Action No. 1603-10241. The person who sued is called "the Plaintiff" and the companies she sued, Whirlpool, Whirlpool Canada, Sears Holdings, Sears and Sears Canada, are called "the Defendants."

## 2. Why did I receive this notice?

If you received this notice in the mail, the Defendants' records indicate that you may have purchased or owned a Whirlpool®, KitchenAid®, or Kenmore® brand dishwasher that was manufactured by Whirlpool between October 2000 and January 2006 and was equipped with an electronic control board ("ECB") designated by Whirlpool as a "Rush" ECB or a "Rushmore" ECB. These specific dishwashers are referred to as the "Class Dishwashers" throughout this Notice.

## 3. What is the lawsuit about?

The lawsuit claims that the Class Dishwashers contain defects that may cause the ECB to overheat, ignite, or emit smoke, sparks, or fumes and stop working (an Overheating Event). The lawsuit further claims that the Defendants breached warranties, were negligent, and violated provincial consumer protection statutes in connection with the manufacture and sale of the Class Dishwashers.

The Defendants deny that there is any defect in the Class Dishwashers or that the Class Dishwashers pose any unreasonable safety or fire hazard to consumers. The 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 damages to the Dishwasher 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" or "Plaintiffs" (in this case, Kristina Essa) 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 by opting out.

## 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 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 the Defendants broke any laws or did anything wrong. The Class Representative and the lawyers representing her (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 in Canada who either: (a) purchased a new Class Dishwasher; (b) acquired a Class Dishwasher as part of the purchase or remodel of a home; or (c), received as a gift a new Class Dishwasher manufactured between October 2000 and January 2006. The Settlement Class consists of two subclasses, the "Past Overheating Subclass" and the "Future Overheating Subclass." The Past Overheating Subclass includes Settlement Class Members who experienced an Overheating Event within 12 years after the purchase date of the Class Dishwasher, but before [insert Notice mail date]. The Future Overheating Subclass includes Settlement Class Members who, within 10 years after the purchase date of the Class Dishwasher or within 2 years after [insert the Notice mail date], whichever is later, experience an Overheating Event.

In addition, as part of the Settlement Whirlpool has agreed to provide benefits to owners of certain other Whirlpool-manufactured dishwashers that are not Class Dishwashers if they have experienced, or will in the future experience, an Overheating Event. A list of the model and serial numbers of those other dishwashers is posted on the settlement website, at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). If you owned one of these dishwashers and experienced an Overheating Event within 10 years of the Purchase, or within 2 years of the date of this Notice, whichever is later, you may be eligible to receive full reimbursement of costs incurred to repair or up to \$300 if you replaced the dishwasher, or to receive a cash payment of \$100 or a 30% rebate off the price of a new Whirlpool-manufactured dishwasher. If you experience an Overheating Event in one of these non-Class dishwashers, please contact Whirlpool at XXX-XXX-XXXX. Additional information about the compensation available is also provided in the answer to Question 35.

### 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 Dishwasher model number and serial number is included in the Settlement. Using the model number and serial number, you verify whether you are included by comparing your information to a list of qualifying Class Dishwashers that has been provided at the Settlement Administrator's website, [www.DishwasherSettlement.com](http://www.DishwasherSettlement.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 the Defendants and their parents and subsidiaries; (2) insurers of Settlement 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 Settlement Class Members.

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

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

The Settlement provides cash rebates, reimbursement for Class Dishwasher repairs or replacements due to an Overheating Event, cash payments for Future Overheating Events, and replacement part box stickers that advise Whirlpool- and Sears-authorized Service Technicians and Class Members that customer benefits are available upon verification that an Overheating Event has occurred, and that the Service Technician should contact Whirlpool for authorization.

In addition, Whirlpool has agreed to provide these same benefits to owners of certain other Whirlpool-manufactured dishwashers—dishwashers that are not Class Dishwasher and therefore not otherwise included in the Settlement—that have or will in the future experience an Overheating Event. A list of the model and serial numbers of these dishwashers is posted on the Settlement website, at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

### 10. Tell me more about the cash rebates.

**Cash Rebates:** All members of the Settlement Class are eligible to receive a cash rebate from Whirlpool upon purchase of a new KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher. The rebate for the purchase of new Whirlpool® or Kenmore® brand dishwashers will be 10% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges), unless you received a notice prequalifying you for an enhanced rebate of 15% based on your Class Dishwasher's repair history (described below). The rebate for the purchase of new KitchenAid® brand dishwashers will be 15% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges), unless you received a notice prequalifying you for an enhanced rebate of 20% based on your Class Dishwasher's repair history (described below). Rebates may be used in addition to or incremental to any other sales promotion that Whirlpool, Sears, or any retailer or seller offers towards a new dishwasher. Each Class Member is entitled to one rebate for each Class Dishwasher purchased or owned. For example, if you bought two Class Dishwashers, you are eligible to receive two rebates. You do not need to still possess the dishwasher to receive the rebate.

**Enhanced Rebate to Class Members Who Experienced Repair of a Thermal Cut-Off ("TCO") Device:** If you experienced a repair to the Thermal Cut-Out ("TCO") device of your Class Dishwasher, you are entitled to an enhanced rebate of 15% off the retail purchase price (excluding sales taxes, delivery fees, and installation charges) of a new Kenmore®, or brand dishwasher or 20% off the retail purchase price (excluding sales taxes, delivery fees, and installation changes) of a new KitchenAid® brand dishwasher. Each Class Member is entitled to one rebate for each Class Dishwasher purchased that experienced a TCO repair regardless of the number of TCO repairs experienced.

### 11. 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 by the Claims Deadline of \_\_\_\_\_, 2018. A rebate form will be mailed to you within 30 days after the Claims Deadline or Effective Date, whichever is later. Mail your completed rebate form and proof of purchase to the Settlement Administrator or submit it online on the Settlement Website, [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). Completed rebate forms and proof of purchase are due no later than 150 days after the Claims Deadline or Effective Date, whichever is later. Thus, you will have five months to make an eligible purchase and submit the rebate form to the Settlement Administrator.

*12. Tell me more about the reimbursements for an Overheating Event.*

If your Class Dishwasher experienced an Overheating Event, you may be entitled to reimbursement for qualifying repairs or replacements. To qualify for a reimbursement, there must be sufficient documentary proof (such as entries in Whirlpool's or Sears Canada's databases, service tickets, service receipts, or service company records) that within 12 years after Purchase: (a) your Class Dishwasher experienced an Overheating Event; and (b) you repaired or replaced the Class Dishwasher because of the Overheating Event. Prequalified Class Members (Class Members that received a notice with a pre-printed unique claim identification number that begins with the number "2") do not need to submit documentation to support their claim.

- Reimbursement for Paid Qualifying Repairs: If you are a Prequalified Class Member, or if you provide sufficient documentary proof that you actually paid some out-of-pocket cost for a Qualifying Repair (parts or labour), you will be reimbursed for the amount that documentary proof shows you paid for parts and labour, up to the full cost of the Qualifying Repair. If you provide sufficient documentary proof of a paid repair, but the proof does not show the amount paid, you will receive \$200.
- Reimbursement for Paid Qualifying Replacements: If you are a Prequalified Class Member, or if you provide sufficient documentary proof that you paid for a replacement dishwasher as a result of an Overheating Event, Whirlpool will reimburse the out-of-pocket costs paid up to \$300 for a Whirlpool-built replacement dishwasher (e.g., a KitchenAid®, Kenmore®, Whirlpool®, or Maytag®-brand dishwasher) and up to \$200 for a non-Whirlpool replacement dishwasher.

Class Members who already received compensation or a voluntary benefit from Whirlpool or Sears will not receive a double payment; only previously unreimbursed expenses will be compensated.

*13. What is the deadline to submit a Claim Form for a Past Overheating Event?*

You will have up to the Claims Deadline of \_\_\_\_\_, 2018, to submit a Claim Form for a Settlement payment for a past Overheating Event.

*14. Tell me more about the benefits available to Future Overheating Subclass Members.*

If you are member of the Settlement Class and you experience an Overheating Event within 10 years after Purchase of your Class Dishwasher, or within 2 years after [insert



the Notice Date], whichever is later, you should contact the Settlement Administrator to report the Overheating Event. You will be eligible to receive either a \$100 cash payment or a 30% rebate off the purchase price of your choice of a new KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher. To receive a cash payment as a Future Overheating Subclass Member, you will be required to sign a short release form.

*15. What is the deadline to submit a Claim Form for a Future Overheating Event?*

All claims for future Overheating Events by Settlement Class Members must be submitted within 120 days after the Overheating Event has occurred, and the Overheating Event must itself occur by no later than 10 years after Purchase of your Class Dishwasher, or within 2 years after [insert the Notice Date], whichever is later.

*16. Tell me more about the Sticker Program.*

In addition to the compensation listed above, Whirlpool will affix a sticker to the individual parts boxes containing replacement service parts for Rushmore and Rush electronic control boards. The sticker will advise Whirlpool- and Sears-authorized Service Technicians and Class Members who have experienced an Overheating Event that they may be entitled to a customer benefit upon verification that an Overheating Event has occurred, and that the Service Technician should contact Whirlpool in that regard for authorization.

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

*17. How many benefits can I receive?*

If you qualify, you may receive a benefit for each Class Dishwasher that you purchased or received. You must submit a separate Claim Form for each Class Dishwasher. If you bought one Class Dishwasher and experienced an Overheating Event, you are entitled to make a claim for both a cash rebate off the purchase of a new dishwasher and a cash reimbursement payment for a Qualifying Repair or Qualifying Replacement.

*18. How do I get a cash rebate or other benefit to which I may be entitled?*

You must complete and submit a Claim Form by [DATE] either on-line or via Canada Post. Claim Forms are available for download and submission at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). They also are available by contacting the Settlement Administrator at [Phone Number] or [email address] or by writing a letter to the Dishwasher Settlement Claims Administrator, [ADDRESS].

*19. I had an Overheating Event in my Class Dishwasher, how do I get cash reimbursement?*

You must complete and submit a Claim Form, including requested documentation, by [DATE] either online or via Canada Post. Claim Forms are available for download and submission at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), by calling [Phone Number], or writing



to [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or to the Dishwasher Settlement Administrator, [ADDRESS].

*20. How do I get cash reimbursement if my Class Dishwasher experiences an Overheating Event in the future?*

If you have a Class Dishwasher Overheating Event in the future, you must complete and submit a Claim Form online or via Canada Post within 120 days after your Dishwasher overheated and no later than 10 years after Purchase of your Class Dishwasher, or within 2 years after [insert the Notice Date], whichever is later. Claim Forms are available for download and submission at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), by calling [Phone Number], or writing to [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or to the Dishwasher Settlement Administrator, [ADDRESS].

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

Unless you opt out, 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 the 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 Dishwasher itself are not affected or released by this Settlement.** The specific rights you are giving up are called Released Claims (see Question 22).

*22. 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 Dishwashers, arising out of the Settlement Class Members' purchases or uses of the Class Dishwashers. The released parties, also called "the Releasees," are the 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, lawyers, 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 dealing whatsoever with the Class Dishwashers. **However, the Released Claims do not include any claims for property damage, other than to the 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.DishwasherSettlement.com](http://www.DishwasherSettlement.com). If you have questions about the Released Claims or what they mean, you can talk to the lawyers at one of the law firms listed below for free or you can, of course, talk to your own lawyer at your own expense.



## THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

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

Yes. The Court appointed Klein Lawyers LLP, James H. Brown & Associates and Higgerty Law, as Class Counsel, to represent you and other Class Members in this class proceeding. Together these law firms are called Class Counsel. You may ask questions of Class Counsel about the Action and the Settlement and will not be charged for this information. If you want to retain your own lawyer, you may hire one at your own expense.

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

Class Counsel will ask the Court to award them up to \$600,000 plus applicable taxes (GST and PST) for Class Counsels' fees, plus reimbursement of the litigation expenses and costs they incurred in the amount of \$90,000. If approved, Whirlpool will *separately* pay these fees, costs and expenses. These amounts will *not* reduce the amount of benefits available to Class Members. In addition, the 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.

### OPTING OUT OF THE CLASS ACTION

If you want to keep the right to sue or continue to sue Defendants about the legal claims in this lawsuit relating to Class Dishwashers, and you don't want to receive benefits from this Settlement, you must take steps to opt out of the Class Action.

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

To opt out of the Class Action, you must complete and send to the Settlement Administrator an Opt-Out Form available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or a letter stating: "I want to opt out of the Settlement Class in *Essa v. Whirlpool Corporation*, Court of Queen's Bench of Alberta, Action No. 1603-1024". Your Opt-Out Form or letter must include your full name, current address, date of birth, your signature, and the date you signed it. To be valid, your Opt-Out Form must be sent to the Settlement Administrator at the address below with a postmark no later than **[insert date 60 days after the Notice Date]**.

Settlement Administrator  
P.O. Box [ADDRESS]  
\_\_\_\_\_ -XXXX

### 26. If I opt out, can I still get benefits from this Settlement?

No. If you opt out, 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.

*27. If I don't opt out, can I sue the Defendants for the same claims later?*

No. Unless you opt out, you are giving up the right to sue the Defendants for the claims that this Settlement resolves and releases (see Question 22). You must opt out 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.

*28. 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 lawyer must provide a written objection and supporting papers. Your objection must contain: (1) the name of this lawsuit (*Essa v. Whirlpool Corporation*, Court of Queen's Bench of Alberta, Action No. 1603-10241); (2) your full name and current address; (3) whether you bought, own or owned a KitchenAid®, Kenmore®, or Whirlpool® brand Dishwasher manufactured between October 2000 and January 2006; (4) the serial number and model number of your 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; (7) the date of your signature; and (8) if you plan to appear and speak at the Final Approval Hearing, on your own or through your own lawyer, a statement indicating that it is your intention to appear at the Final Approval Hearing.

You must mail your written objection to the Settlement Administrator at the address shown below. The Settlement Administrator will provide it to Class Counsel and to the Defendants for filing with the Court before the Final Approval Hearing:

<b>Settlement Administrator</b>
[NTD Insert Address]

Your written objection must be mailed with a postmark no later than \_\_\_\_\_.

*29. What is the difference between objecting and opting out of 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 opt out). Opting out is telling the Court that you don't want to be part of the Settlement Class. If you opt out, you cannot object because the Settlement no longer affects you.



### THE FINAL APPROVAL HEARING

The Court will hold a Final Approval 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.

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

The Court will hold a Final Approval Hearing on [DATE], at [TIME], at the Alberta Court of Queen's Bench, Calgary Courts Centre 601-5<sup>th</sup> Street SW, Calgary, Alberta, T2P 5P7, to: (a) approve the settlement as fair and reasonable and in the best interests of the class; and (b) approve Class Counsels' fees and disbursements. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 28). This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

#### 31. 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 provided your written objection on time, signed it and provided all of the required information (see Question 28) the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

#### 32. May I speak at the hearing?

Yes. You may ask the Court to speak at the Approval Hearing. To do so, you must provide to the Settlement Administrator a written notice of your intent to appear at the Final Approval Hearing in *Essa v. Whirlpool Corp. et al.* You must include your name, address, telephone number, and signature. If you plan to have your own lawyer speak for you at the hearing, you must also include the name, address and telephone number of the lawyer who will appear. See question 28.

### IF YOU DO NOTHING

#### 33. *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 relating to Class Dishwashers.

### GETTING MORE INFORMATION

#### 34. *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.DishwasherSettlement.com](http://www.DishwasherSettlement.com). If you have questions you may contact the Settlement Administrator at [ADDRESS], [info@dishwashersettlement.com](mailto:info@dishwashersettlement.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.

#### 35. **What compensation is available to owners of Whirlpool-manufactured dishwashers that are not Class Dishwashers but who experienced, or will in the future experience, control board Overheating Events?**

As part of the settlement Whirlpool has also agreed to provide benefits to owners of certain other Whirlpool-manufactured dishwashers who have experienced, or who will in the future experience, an Overheating Event. A list of those other dishwasher model and serial numbers is posted on the settlement website, at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

#### **Benefits to For Past Overheating Events**

If your dishwasher experienced an Overheating Event (damage to the ECB causing it to overheat, ignite, or emit smoke, sparks, or fumes and stop working) in the past within 12 years of Purchase of the dishwasher, you may be entitled to reimbursement for amounts you paid to repair or replace the dishwasher. To qualify for any compensation described in this section, you must provide sufficient documentary proof that within 12 years after Purchase: (a) your dishwasher experienced an Overheating Event, and (b) that you repaired or replaced the dishwasher because of the Overheating Event. Sufficient documentary proof that you experienced an Overheating Event includes a claim form declaration that you experienced an Overheating Event within 12 years after Purchase of your dishwasher. Sufficient documentary proof that you repaired or replaced your dishwasher due to an Overheating Event includes entries in Whirlpool's or Sears' databases, service tickets, service receipts, or service company records. Prequalified Owners need not submit documentation supporting a claim. You are prequalified if you received a notice with a pre-printed unique claim identification number that begins with the number "2".



**Reimbursement for Paid Qualifying Repairs:** If you received a notice informing you that you are a Prequalified Owner, or if you provide sufficient documentary proof that you actually paid some out-of-pocket cost for a Qualifying Repair, you will be reimbursed for the amount that documentary proof shows you paid for parts and labour, up to the full cost of the Qualifying Repair. If you provide sufficient documentary proof of a paid repair, but the proof does not show the amount paid, you will receive \$200.00.

**Reimbursement for Paid Qualifying Replacements:** If you received a notice informing you that you are a Prequalified Owner, or if you provide sufficient documentary proof that you paid for a replacement dishwasher as a result of an Overheating Event, Whirlpool will reimburse the out-of-pocket costs paid up to \$300 for a Whirlpool-built replacement dishwasher (e.g., a Whirlpool®, KitchenAid®, Kenmore®, or Maytag® brand dishwasher) and up to \$200 for a non-Whirlpool replacement dishwasher.

Dishwasher owners who already received compensation or received a voluntary benefit from Whirlpool or Sears will not receive double payment; only previously unreimbursed expenses will be reimbursed.

**Deadline to Submit Claim Forms for Reimbursement for a Past Overheating Event:** You will have up to the Claims Deadline of \_\_\_\_\_, 2018, to submit a Claim Form for a settlement payment for a past Overheating Event.

**Compensation for Future Overheating Events:** If your dishwasher experiences an Overheating Event within 10 years after Purchase, or within 2 years after [insert the Notice Date], whichever is later, you should contact the Settlement Administrator or call Whirlpool at 800-xxx-xxxx to report the Overheating Event. You will be eligible to receive either a \$100 cash payment or a 30% rebate off the purchase price of a new KitchenAid-, Kenmore-, or Whirlpool-brand dishwasher, at your option. To receive a cash payment or rebate for a future Overheating Event, you will be required to sign a short release form.

**Deadline to Submit a Claim for Future Overheating Events:** All claims for future Overheating Events must be submitted within 120 days after the Overheating Event has occurred, and the Overheating Event must itself occur by no later than 10 years after Purchase of your Class Dishwasher, or within 2 years after [insert the Notice Date], whichever is later.

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

**APPENDIX F**  
**OPT OUT FORM**

*Essa v. Whirlpool Corporation*, Court of Queen’s Bench of Alberta, Action No. 1603-10241S

WHIRLPOOL DISHWASHER CLASS ACTION

*This is not a Claim Form. This form is only to be used by owners of dishwashers manufactured between October 2000 and January 2006 that contained either a “Rushmore” or “Rush” electronic control board (a list of model and serial numbers can be found on [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com)). Submitting this form excludes you from the class action and the proposed settlement of the class action. Do not use this form if you wish to receive compensation under the proposed settlement.*

Name:

Current address:

Date of Birth:

I understand that by opting out and excluding myself from this class action and the proposed settlement, I waive any and all rights that I may have to receive any money from this class action.

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

To opt out of the Class Action, you must sign and deliver this form to the Settlement Administrator at the address below, received or postmarked **no later than** \_\_\_\_\_, 2018:

**NTD – Insert Settlement Administrator address]**

**APPENDIX G****Preliminary Approval Order**

COURT FILE NUMBER	1603-10241
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	KRISTINA ESSA
DEFENDANTS	WHIRLPOOL CORPORATION, SEARS HOLDINGS MANAGEMENT CORPORATION, SEARS ROEBUCK AND CO., INC., SEARS CANADA INC., WHIRLPOOL CANADA CO., and WHIRLPOOL CANADA LP  Pursuant to the <i>Class Proceedings Act</i> , SA 2003, c C-16.5
DOCUMENT	<b>ORDER</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	RICHARD J. MALLET  James H. Brown & Associates  2400, 10123 – 99 Street Edmonton, AB T5J 3H1  Telephone: (780) 428-0088 Facsimilie: (780) 428-7788  DAVID KLEIN and ANGELA BESPFLUG  Klein Lawyers LLP 400-1385 West 8 <sup>th</sup> Avenue Vancouver, BC VGH 3V9 Telephone: (604) 874-7171 Facsimilie: (604) 874-7180

---

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

NAME OF JUDGE WHO MADE THIS ORDER:

---

ON THE APPLICATION of the Plaintiff; and on hearing the submissions of Richard J. Mallett, Counsel for the Plaintiff, and Brad W. Dixon, counsel for the Defendants; and on reading the pleadings and materials filed, and on being advised that the Plaintiff and others have entered into an agreement with the Defendants, dated \_\_\_\_\_, 2018 (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendants consent to this Order;

THIS COURT ORDERS that:

1. Except to the extent that they are set out in or modified by this Order, the definitions set out in the Settlement Agreement, as attached at **Schedule "A"**, apply to and are incorporated into this Order.
2. The "Settlement Class" is defined as:

Settlement Class Members: All residents in Canada who (a) purchased a new KitchenAid®, Kenmore® or Whirlpool® brand automatic dishwasher manufactured by Whirlpool between October 2000 and January 2006 that contained either a Rushmore or Rush electronic control board ("**Class Dishwasher**"), (b) acquired a Class Dishwasher as part of the purchase or remodel of a home, or (c) received as a gift, from a donor meeting those requirements, a new Class Dishwasher not used by the donor or by anyone else after the donor purchased the Class Dishwasher and before the donor gave the Class Dishwasher to the claimant. Excluded from the Settlement Class are:

- (i) officers, directors and employees of the Defendants or their parents or subsidiaries,
- (ii) insurers of Settlement Class Members,

- (iii) subrogees or all entities claiming to be subrogated to the rights of Settlement Class Members, and
- (iv) issuers or providers of extended warranties or service contracts for Class Dishwashers.

3. The Settlement Class subclasses are defined as:
  - (a) Past Overheating Subclass: All Settlement Class Members whose Class Dishwashers' electronic control boards overheated within 12 years after the Purchase of the Class Dishwasher but before the Notice Date; and
  - (b) Future Overheating Subclass: All Settlement Class Members whose Class Dishwashers' electronic control boards overheat within 10 years after the Purchase of the Class Dishwasher or within 2 years after the Notice Date, whichever is later.
4. The claims made on behalf of Settlement Class Members in respect of Released Claims in the within proceeding are certified as a national class proceeding against the Defendants, for settlement purposes only.
5. Kristina Essa is appointed as the representative plaintiff for the Settlement Class, the Past Overheating Subclass, and the Future Overheating Subclass.
6. Klein Lawyers LLP, Higgerty Law, and James H. Brown & Associates are appointed as Class Counsel.
7. The representative plaintiff alleges, on behalf of the Settlement Class, that the Defendants were negligent and in breach of the *Fair Trading Act*, R.S.A. 200, c. F-2, and the *Sale of Goods Act*, R.S.A. 200, c. S-2, and comparable legislation in other jurisdictions.

8. The Settlement Class claims damages from the Defendants and statutory remedies pursuant to the *Fair Trading Act*, and the *Sale of Goods Act*, and comparable legislation in other jurisdictions.
9. The claims made on behalf of Settlement Class Members in respect of Released Claims in the within proceeding are certified on the basis that the following issue is common to the Settlement Class:
  - (a) Are the Defendants liable to the Settlement Class?
10. Subject to further Order of this Court upon the Final Approval Hearing, the Settlement Agreement, including its Appendices, are granted preliminary approval as fair and reasonable and in the best interests of the Settlement Class Members, and RicePoint Administration Inc. is appointed as the Settlement Administrator to administer the Settlement and fulfill its functions in accordance with and as required by the Settlement Agreement and this Order.
11. The form of Notice of Certification and Settlement (the “**Notice of Certification and Settlement**”) is hereby approved substantially in the form attached to the Settlement Agreement.
12. The form of Publication Notice (the “**Publication Notice**”) is hereby approved substantially in the form attached to the Settlement Agreement.
13. The forms of Prequalified Notices (the “**Prequalified Notices**”) are hereby approved substantially in the forms attached to the Settlement Agreement.
14. The form of TCO Repair Notice (the “**TCO Notice**”) is hereby approved substantially in the form attached to the Settlement Agreement.



15. The plan of dissemination for the Notice of Certification and Settlement, and the Publication Notice (the “**Notice Plan**”) is hereby approved as set out in the Settlement Agreement.
16. The Notice of Certification and Settlement and the Publication Notice are to be distributed by the Settlement Administrator substantially in the manner set out in the Notice Plan.
17. The Prequalified Notices are to be sent with the Notice of Certification and Settlement to Prequalified Settlement Class Members, as applicable, in substantially the manner set out in the Notice Plan.
18. The TCO Notice is to be sent with the Notice of Certification and Settlement to Settlement Class Members whom the Defendants identify as having experienced a TCO repair.
19. The Defendants will pay the amounts required under the Settlement Agreement in respect of the cost of publication of the Publication Notice and the mailing of the Notice of Certification and Settlement, the Prequalified Notices, and the TCO Notice, in accordance with the Notice Plan.
20. This Order is binding upon each member of the Settlement Class who has not validly opted out of this proceeding, including those persons who are minors or mentally incapable and the requirements of Rule 2.11 of the Alberta Rules of Court are dispensed with in respect of this proceeding.
21. The form to Opt Out (the “**Opt Out Form**”) is hereby approved substantially in the form attached to the Settlement Agreement.
22. The period to opt out of the within proceeding will expire on the day that is 60 days following the Notice Date. Any Settlement Class Member who has validly opted out of this proceeding is not bound by the Settlement Agreement, and will not be entitled

to receive any portion of the benefits available in connection with the Settlement Agreement.

23. To validly opt out, Settlement Class Members must complete, sign and deliver the Opt Out Form to the Settlement Administrator during the Opt Out Period.
24. Objections to the approval of the Settlement Agreement or Class Counsel Fees and Disbursements must be made in writing and must contain: (1) the name of this lawsuit (*Essa v. Whirlpool Corporation*, Court of Queen's Bench of Alberta, Action No. 1603-10241); (2) the objector's full name and current address; (3) whether the objector bought, owns or owned a KitchenAid®, Kenmore®, or Whirlpool® brand Dishwasher manufactured between October 2000 and January 2006; (4) the serial number and model number of the Dishwasher; (5) the specific reasons for objection; (6) any evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that the objector wants the Court to consider in support of the objection; (6) the objector's signature; (7) the date of signature; and (8) if the objector plans to appear and speak at the Final Approval Hearing, on Core own or through a lawyer, a statement indicating that intention. The written objection shall be mailed to the Settlement Administrator with a postmark no later than \_\_\_\_\_. The Settlement Administrator shall provide all written objections so received to Class Counsel and to the Defendants for filing with the Court before the Final Approval Hearing.
25. The Parties to the Settlement Agreement may make non-substantive amendments to the Settlement Agreement including its Appendices, provided that each Party to the Settlement Agreement agrees in writing to any such amendment.
26. In the event final approval of the Settlement Agreement is not granted in accordance with its terms at the Final Approval Hearing, or final approval is reversed on appeal, the certification for settlement purposes granted in this Order shall be of no force and effect and this proceeding shall be decertified by consent.

27. In the event final approval of the Settlement Agreement is not granted in accordance with its terms at the Final Approval Hearing, or final approval is reversed on appeal, the Plaintiff will be at liberty to continue this proceeding and the Defendants retain the right to oppose certification and defend the claims made in this proceeding.

28. This Order may be executed in counterpart, electronically or by facsimile.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

---

---

Signature of Richard J. Mallett

Counsel for the Plaintiff

---

Signature of Brad W. Dixon

Counsel for Defendants

**APPENDIX H**  
**Prequalified Notice**

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

**You are prequalified to receive a cash payment as part of a class action settlement about KitchenAid-, Kenmore-, and Whirlpool-brand dishwashers. Your rights may be affected.**

For more information on the proposed settlement, to filing a claim or objections, and excluding yourself, visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Sears, Whirlpool, or any appliance retailer or dealer for information about the settlement.**

*Essa v. Whirlpool Corp.*  
Settlement Administrator  
P.O. Box xxxxx  
City, Prov. xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

A Court authorized this notice because a proposed settlement has been reached in a class action known as *Essa v. Whirlpool* involving alleged defects in some KitchenAid®, Kenmore®, or Whirlpool® brand automatic dishwashers manufactured between 2000 and 2006 (the “Dishwashers”). This notice summarizes your legal rights. You should visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to obtain more information about the proposed settlement and your rights. You also can write to the Settlement Administrator at [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or [REDACTED], or call 1-888-000-0000, to have a Claim Form mailed to you.

**Whirlpool’s or Sears’ records show that your Dishwasher experienced an Overheating Event, meaning the Dishwasher’s electronic control board overheated, ignited, or emitted smoke, sparks, or flames. Therefore, you are prequalified to receive a cash payment.** Most prequalified Class Members who complete the claims process will receive a cash payment of **at least \$100**, and **up to the full cost of repair or \$300 cash reimbursement** if they purchased a replacement dishwasher. You are also entitled to a 10-20% rebate off the purchase of a new Whirlpool-manufactured dishwasher (rebate amount depends on model purchased and other factors) if you purchase one within certain time limits. This notice contains a pre-printed claim ID number on the front side above your name and address. Please enter your claim ID number when you visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to complete a claim and determine the amount you are owed. To be eligible for compensation, you must submit a Claim Form no later than [REDACTED], **2018.**

**What is the class action about?** The Plaintiff asserts claims against Whirlpool and Sears based on alleged defects in the Dishwashers’ electronic control boards (“ECBs”) that allegedly cause some ECBs to overheat, ignite, or emit smoke, sparks, or flames and stop working.

**Who is included?** The settlement class includes all persons in Canada who purchased or owned certain models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher manufactured by



Whirlpool. A complete list of included model and serial numbers is available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**How to request exclusion from the class.** If you wish to exclude yourself from this class action, complete an Opt-Out Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or mail a written request for exclusion to the Settlement Administrator at the address on the reverse side postmarked **no later than [REDACTED], 2018**. Your request must state “Exclude me from the settlement class in the *Essa v. Whirlpool* Litigation,” and include your name, address, and date of birth. If you do not exclude yourself, you will lose your right to sue the Defendants and obtain any compensation from them relating to Class Dishwashers other than through this settlement (personal injury claims or claims for damage to property other than the Dishwasher itself are unaffected).

**How to file objections.** If you remain in the class, you can object to the proposed settlement or Class Counsel’s request for lawyers’ fees by providing an objection to the Settlement Administrator **by [REDACTED], 2018**. The final approval hearing will be held **on [REDACTED], 2018, at [REDACTED]**. You or your lawyer (if you choose to hire one) may appear at the hearing.

**Class Counsels’ lawyer fees and contact information.** If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request up to \$600,000.00 in lawyers’ fees, plus applicable taxes (GST and PST), plus reimbursement of costs in the amount of \$90,000.00. If approved, all of these amounts will to be paid by Whirlpool separately from and in addition to the cash benefits to the Class. You can write to Class Counsel at: Angela Bespflug of the law firm Klein Lawyers LLP, Suite 400-1385 West 8<sup>th</sup> Avenue, Vancouver, BC, VGH 3V9.

**APPENDIX I**

## Publication Notice

**WHIRLPOOL, KITCHENAID AND KENMORE CLASS ACTION SETTLEMENT****NOTICE OF CERTIFICATION, SETTLEMENT AND CLAIMS PROCESS****READ THIS NOTICE CAREFULLY AS A SETTLEMENT MAY AFFECT YOUR RIGHTS**

If you live in Canada and own or owned a Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher manufactured by Whirlpool between October 2000 and January 2006 and containing either a “Rushmore” or “Rush” electronic control board (the “Dishwashers”), then you may be affected by a national settlement that has been reached in a Class Action with respect to past or future overheating events in the Dishwashers. The Defendants maintain that the Dishwashers are safe and reliable and that they were designed with built-in safety features to contain rare overheating events inside the dishwasher. The Alberta Court of Queen’s Bench has not decided who is right. Instead, the parties have agreed to settle the Class Action. The settlement has received preliminary approval from the Alberta Court of Queen’s Bench. Subject to final approval, the following benefits may be available as a result of the settlement;

- (a) Certain past expenses related to repairing a Dishwasher; or
- (b) Partial reimbursement for purchasing a replacement dishwasher; and
- (c) A cash rebate on the purchase of a new Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher.

The settlement may provide benefits for Class Members, who own or owned certain Dishwashers, whether or not their Dishwasher experienced an overheating event. For more information about the Dishwashers (including a list of model and serial numbers), the Class Action, and the settlement, please visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**APPLYING FOR SETTLEMENT BENEFITS**

To be eligible for settlement benefits, a properly completed claim form must be filed together with any required supporting documents by no later than [REDACTED], 2018 (except for future overheating events). Claims that are not made within the deadline will not be eligible for compensation. Claims should be filed using the online claims process at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). If you do not have internet access and wish to file a claim, a claim form may be requested from the Settlement Administrator by telephone at: 1-XXX-XXX-XXX, and claims may be submitted by regular mail or by courier to the Settlement Administrator.

**CLAIMS BAR DEADLINE**

The deadline to file a claim for benefits as a result of this settlement is [REDACTED], 2018 (except for future overheating events).

**OPTING OUT OF THE CLASS ACTION**

If you own or owned a Dishwasher and do not want to be a part of the Class Action, you can exclude yourself by submitting a completed Opt Out Form to the Settlement Administrator. Visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) for more information on how to submit an Opt Out Form and the deadline to submit.

### **OBJECTING TO THE SETTLEMENT**

If you remain part of the Class Action, but want to object to the settlement, or to Class Counsel's request for lawyers' fees, you must notify the Settlement Administrator by \_\_\_\_\_, 2018. The final approval hearing will be held on \_\_, 2018, at \_\_\_\_\_. You or your lawyer (if you choose to hire one) may appear at the hearing. Visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) for more information on the process for objecting to the settlement.

### **THE LAWYERS FOR THE CLASS MEMBERS**

The following law firms act on behalf of the Class Members:

Higgerty Law  
101, 440 2<sup>nd</sup> Avenue SW  
Calgary, AB T2P 5E9

James H. Brown & Associates  
2400, 10123 – 99 Street  
Edmonton, AB T5J 3H1

Klein Lawyers LLP  
#400, 1385 West 8<sup>th</sup> Avenue  
Vancouver, BC V6H 3V9

### **MORE INFORMATION**

For more information, please visit the Settlement Administrator's website at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or contact the Settlement Administrator by telephone at 1-XXX-XXX-XXXX.

*This notice contains only a summary of the settlement agreement and you are encouraged to review the complete settlement agreement, which is available online at [www.jameshbrown.com](http://www.jameshbrown.com) and [www.higgertylaw.ca](http://www.higgertylaw.ca) and [www.callkleinlawyers.com](http://www.callkleinlawyers.com) and [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).*



**APPENDIX J**  
**TCO Repair Notice**

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

**You may be eligible for  
compensation from, and your  
rights may be affected by, a class  
action settlement about  
KitchenAid-, Kenmore-, and  
Whirlpool-brand dishwashers.**

For more information on the proposed settlement, to filing a claim or objections, and excluding yourself, visit + or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Sears, Whirlpool, or any appliance retailer or dealer for information about the settlement.**

*Essa v. Whirlpool Corp.*  
Settlement Administrator  
P.O. Box xxxx  
City, Prov. xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

«Address2»

A Court authorized this notice because a proposed settlement has been reached in a class action known as *Essa v. Whirlpool* involving alleged defects in some KitchenAid®, Kenmore®, or Whirlpool® brand automatic dishwashers manufactured by Whirlpool between 2000 and 2006 (the “Dishwashers”). This notice summarizes your legal rights. You should visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to obtain more information about the proposed settlement and your rights. You also can write to the Settlement Administrator at [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) [REDACTED], or call 1-888-000-0000, to have a Claim Form mailed to you.

**What benefits are available to me?** Defendants’ records show you are a member of the class and that you are eligible for a cash rebate of up to 20% off the purchase of a new KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher (rebate amount depends on dishwasher model purchased) because you experienced a prior repair of a Thermal Cut-Out Device, which is a safety feature of your Dishwasher. ***In addition***, if the electronic control board of your Dishwasher ever experienced an overheating event, ignited, or emitted smoke, sparks, or flames, you also may be eligible for reimbursement of **up to the full cost** incurred to repair it **or \$300 if you purchased a new dishwasher**. Benefits are also provided if your Dishwasher experiences an overheating event in the next two years, all as more fully described at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). To be eligible for compensation, you must submit a Claim Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or by mail at the address on the reverse side **no later than** [REDACTED], 2018.

**What is the class action about?** Plaintiffs assert claims against Whirlpool based on alleged defects in the Dishwashers’ that allegedly may cause some ECBs to overheat, ignite, or emit smoke, sparks, or flames and stop working.

**Who is included?** The settlement class includes persons in Canada who purchased or owned



certain models of dishwashers manufactured by Whirlpool between October 2000 and January 2006. A complete list of included model and serial numbers in the class is available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**Important:** This notice contains a pre-printed claim ID number on the front side above your name and address. Please enter your claim ID number when you visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to complete the online claims process.

**How to request exclusion from the class.** If wish to exclude yourself from this class action, complete an Opt-Out Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or mail a written request for exclusion to the Settlement Administrator to the address on the reverse side postmarked **no later than [REDACTED], 2018**. Your request must state “Exclude me from the settlement class in the *Essa v. Whirlpool* Litigation,” and include your name, address, and date of birth. If you do not exclude yourself, you will lose your right to sue the Defendants and obtain any compensation from them relating to Class Dishwashers, other than through this settlement (personal injury claims or claims for damage to property other than the Dishwasher itself are unaffected).

**How to file objections.** If you remain in the class, you can object to the proposed settlement or Class Counsel’s request for lawyers’ fees by providing an objection to the Settlement Administrator postmarked by no later than [REDACTED] 2018. The approval hearing will be held on [REDACTED], 2018, at [REDACTED]. You or your lawyer (if you choose to hire one) may appear at the hearing.

**Class Counsels’ lawyer fees and contact information.** If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request up to \$600,000.00 in lawyers’ fees plus applicable taxes (GST and PST), plus reimbursement of costs in the amount of \$90,000.00. If approved, all of these amounts will be paid by Whirlpool separately from and in addition to the cash benefits to the Class. You can write to Class Counsel at: Angela Bepflug of the law firm Klein Lawyers LLP, Suite 400-1385 West 8<sup>th</sup> Avenue, Vancouver, BC, VGH 3V9.

## APPENDIX K

## Tailored Prequalified Notice

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

**You are prequalified as part of a class action settlement about KitchenAid-, Kenmore-, and Whirlpool-brand dishwashers. Your rights may be affected.**

For more information on the proposed settlement, to filing a claim or objections, and excluding yourself, visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Sears, Whirlpool, or any appliance retailer or dealer for information about the settlement.**

*Essa v. Whirlpool Corp.*  
Settlement Administrator  
P.O. Box xxxx  
City, Prov. xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

A Court authorized this notice because a proposed settlement has been reached in a class action known as *Essa v. Whirlpool* involving alleged defects in some KitchenAid®, Kenmore®, or Whirlpool® brand automatic dishwashers manufactured between 2000 and 2006 (the “Dishwashers”). This notice summarizes your legal rights. You should visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to obtain more information about the proposed settlement and your rights. You also can write to the Settlement Administrator at [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or [redacted], or call 1-888-000-0000, to have a Claim Form mailed to you.

**Whirlpool’s or Sears’ records show that your Dishwasher experienced an Overheating Event, meaning the Dishwasher’s electronic control board overheated, ignited, or emitted smoke, sparks, or flames.** You are entitled to a 10-20% rebate off the purchase of a new Whirlpool-manufactured dishwasher (rebate amount depends on the model purchased and other factors) if you purchase one within certain time limits. **Whirlpool’s or Sears’ records also show that your Dishwasher has been repaired or that you have already obtained a replacement dishwasher.**

- If our records show that you have already received a free repair or a free replacement dishwasher, you are entitled to the rebate described above, but you will not be offered any additional compensation under this settlement.
- If we cannot determine from our records if Whirlpool or Sears already paid the full amount of your repair or for your replacement dishwasher, you are entitled to the rebate described above and you are eligible for a prequalified payment of \$200.00.

**This notice contains a pre-printed claim ID number on the front side above your name and address. Please enter your claim ID number when you visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to complete a claim and determine the amount you are owed. To be eligible for compensation, you must submit a Claim Form no later than [redacted], 2018.** If you wish



to dispute the determination that you are not eligible for compensation or you wish to dispute the prequalified amount of your claim (\$200.00), you must submit supporting documentation with your Claim Form showing the amount you paid for the repair of your Dishwasher or the cost of the replacement dishwasher. Only amounts which have not already been paid will be reimbursed.

**What is the class action about?** The Plaintiff asserts claims against Whirlpool and Sears based on alleged defects in the Dishwashers' electronic control boards ("ECBs") that allegedly cause some ECBs to overheat, ignite, or emit smoke, sparks, or flames and stop working.

**Who is included?** The settlement class includes all persons in Canada who purchased or owned certain models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher manufactured by Whirlpool. A complete list of included model and serial numbers is available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**How to request exclusion from the class.** If you wish to exclude yourself from this class action, complete an Opt-Out Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or mail a written request for exclusion to the Settlement Administrator at the address on the reverse side postmarked **no later than [REDACTED], 2018**. Your request must state "Exclude me from the settlement class in the *Essa v. Whirlpool* Litigation," and include your name, address, and date of birth. If you do not exclude yourself, you will lose your right to sue the Defendants and obtain any compensation from them relating to Class Dishwashers other than through this settlement (personal injury claims or claims for damage to property other than the Dishwasher itself are unaffected).

**How to file objections.** If you remain in the class, you can object to the proposed settlement or Class Counsel's request for lawyers' fees by providing an objection to the Settlement Administrator **by [REDACTED], 2018**. The final approval hearing will be held **on [REDACTED], 2018, at [REDACTED]**. You or your lawyer (if you choose to hire one) may appear at the hearing.

**Class Counsels' lawyer fees and contact information.** If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request up to \$600,000.00 in lawyers' fees, plus applicable taxes (GST and PST), plus reimbursement of costs in the amount of \$90,000.00. If approved, all of these amounts will to be paid by Whirlpool separately from and in addition to the cash benefits to the Class. You can write to Class Counsel at: Angela Bospflug of the law firm Klein Lawyers LLP, Suite 400-1385 West 8<sup>th</sup> Avenue, Vancouver, BC, VGH 3V9.

**APPENDIX L**

**Release re: Future Overheating Event**

**Release**

FOR AND IN CONSIDERATION OF the sum of \$100.00, or the right to receive a 30% rebate on the purchase price of a new Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, \_\_\_\_\_ [dishwasher owner's name], hereby release and forever discharge Whirlpool Corporation, Sears Holdings Management Corporation, Sears Roebuck and Co., Inc., Sears Canada Inc., Whirlpool Canada Co., and Whirlpool Canada LP, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, receivers, receiver-managers, trustees, assigns, respective past, present and future officers, directors, agents, representatives, servants, employees, lawyers, insurers, and all distributors, retailers, suppliers and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of my Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher (collectively, the "Releasees"), from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, lawyers' fees, obligations, judgments, expenses or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, that I now have or may in the future have had against the Releasees by reason of any act, omission, harm, matter, cause or event whatsoever that has occurred at any time and that relates to the overheating of the electronic control board in my Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher, other than claims for personal injury or damage to property other than to the dishwasher itself.

I hereby agree that my claims are deemed resolved with prejudice and that I cannot file, participate in, or recover from any lawsuit—including any class-action lawsuit, whether as a named plaintiff or as a proposed class member—arising out of or based on allegations that Whirlpool®, Kenmore®, or KitchenAid® brand dishwashers contain a defect that causes the electronic control board to overheat and fail, other than claims for personal injury or damage to property other than to the dishwasher itself.

I hereby represent and warrant that all information provided to Whirlpool in support of my individual claim for relief is true and accurate.

EXECUTED in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

EXECUTED BY [dishwasher owner's name] \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of: [name of witness] \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Signature of Witness \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Address \_\_\_\_\_ )

\_\_\_\_\_ [dishwasher owner's name]

**APPENDIX M****Sticker****ENGLISH**

\*\*\*ATTENTION\*\*\*

WHIRLPOOL WILL PAY \$100 CASH OR PROVIDE A DISCOUNT OFF THE PRICE OF A NEW DISHWASHER IF THE CONTROL BOARD OVERHEATED

To determine the customer's eligibility for \$100 payment or a 30% discount off the price of a new KitchenAid, Whirlpool, or Kenmore brand dishwasher, contact Whirlpool with the model and serial numbers at 877-559-2515 or visit [www.DishWasherSettlement.com](http://www.DishWasherSettlement.com). Whirlpool-authorized service providers may validate eligibility through ServiceBench.com. Please reserve the overheated control board part for verification of overheating failure. Call Center hours of operation are Monday - Friday, 8am - 8pm EST.

**FRENCH**

\*\*\*ATTENTION\*\*\*

WHIRLPOOL REMBOURSE 100 \$ EN ARGENT COMPTANT OU OFFRIRA UN RABAIS SUR LE PRIX D'UN NOUVEAU LAVE-VAISSELLE DANS LE CAS OÙ LE PANNEAU DE COMMANDES A SURCHAUFFÉ

Afin de déterminer l'admissibilité du client au paiement de 100 \$ ou au rabais de 30 % sur le prix d'un lave-vaisselle neuf KitchenAid, Whirlpool ou Kenmore, veuillez communiquer avec Whirlpool au 1 877 559-2515 en indiquant les numéros de modèle et de série ou bien visitez [www.DishWasherSettlement.com](http://www.DishWasherSettlement.com). Les fournisseurs de service Whirlpool pourront valider l'admissibilité par le biais de ServiceBench.com. Veuillez mettre de côté le panneau de commandes ayant surchauffé à des fins de vérification de la panne. Les heures d'ouverture du centre de service à la clientèle sont du lundi au vendredi de 8 heures à 20 heures HNE.



## APPENDIX N

## Notice to NewGen and Raptor Owners who experienced an Overheating Event

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

**You are prequalified to receive a cash payment as part of a class action settlement about KitchenAid-, Kenmore-, and Whirlpool-brand dishwashers. Your rights may be affected.**

For more information on the proposed settlement, to filing a claim or objections, and excluding yourself, visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Sears, Whirlpool, or any appliance retailer or dealer for information about the settlement.**

*Essa v. Whirlpool Corp.*  
Settlement Administrator  
P.O. Box xxxx  
City, Prov. xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

A proposed settlement has been reached in a class action known as *Essa v. Whirlpool* involving alleged defects in some KitchenAid®, Kenmore®, or Whirlpool® brand automatic dishwashers manufactured by Whirlpool between 1998 and 2012. This notice summarizes your right to make a claim under the settlement. Although you are not a member of the settlement class, you have been identified as someone who is entitled to a benefit under the settlement. You should visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to obtain more information about the proposed settlement and your rights. You also can write to the Settlement Administrator at [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or [redacted], or call 1-888-000-0000, to have a Claim Form mailed to you.

**Whirlpool's or Sears' records show that your Dishwasher's electronic control board experienced an Overheating Event, meaning it overheated, ignited, or emitted smoke, sparks, or flames.** You may be eligible for reimbursement of **up to the full cost** incurred to repair your Dishwasher **or \$300 if you purchased a new dishwasher.** To be eligible for compensation, you must submit a Claim Form online at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) or by mail at the address on the reverse side **no later than [redacted], 2018.**

**This notice contains a pre-printed claim ID number on the front side above your name and address. Please enter your claim ID number when you visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to complete the online claim process.**

**What is the lawsuit about?** Plaintiffs assert claims against Whirlpool and Sears based on alleged defects in the dishwashers' electronic control boards ("ECBs") that allegedly cause some ECBs to overheat, ignite, or emit smoke, sparks, or flames and stop working.

**Who is included?** The settlement class includes all persons in Canada who purchased or owned certain models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher manufactured by Whirlpool from 2000 to 2006. A complete list of included model and serial numbers is available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). The settlement also provides limited benefits to certain

persons who are not members of the class but who experienced with an Overheating Event with other models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwashers manufactured by Whirlpool from 1998 to 2012. A complete list of those other models and serial numbers is also available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**What are my rights?** You received this notice because you have been identified as an owner of one of those other dishwasher models and Whirlpool or Sears believes you experienced an Overheating Event. Therefore, you may be eligible for a cash payment to reimburse you for out-of-pocket expenses you may have incurred to repair or replace your dishwasher as a result of the Overheating Event. These benefits are more fully explained at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). To be eligible for compensation, you must submit a Claim Form **no later than \_\_\_\_\_, 2018.**

APPENDIX O

Release - Non-Class Dishwasher (Past Overheating Event)

In consideration of the cash sum of \$ \_\_\_\_\_ paid to \_\_\_\_\_ [dishwasher owner's name] ("Customer") by or on behalf of Whirlpool Corporation, Whirlpool Canada Co. and Whirlpool Canada LP (collectively "Whirlpool"), Customer hereby releases and forever discharges Whirlpool, Sears Holdings Management Corporation, Sears Roebuck and Co., Inc., and Sears Canada Inc., together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, receivers, receiver-managers, trustees, assigns, respective past, present and future officers, directors, agents, representatives, servants, employees, lawyers, insurers, and all distributors, retailers, suppliers and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of my Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher, from any and all claims, damages, demands, and causes of suit or action arising or which may arise out of Customer's purchase or use of Customer's Whirlpool®, Kenmore®, or KitchenAid® brand dishwasher, and from any other claims that were or could have been alleged by Customer in a court of law, other than any claims for personal injury or damage to property other than to the dishwasher itself.

This release is not and shall not be construed to be an admission of liability by or on behalf of Whirlpool or any other person, and it is solely for the purpose of compromising and settling a disputed claim.

Customer hereby agrees that his/her claims are deemed resolved with prejudice and that he/she cannot file, participate in, or recover from any lawsuit—including any class-action lawsuit, whether as a named plaintiff or as a proposed class member—arising out of or based on allegations that Whirlpool®, Kenmore®, or KitchenAid® brand dishwashers contain a defect that causes the electronic control board to overheat and fail, other than claims for personal injury or damage to property other than to the dishwasher itself.

Customer hereby represents and warrants that all information provided to Whirlpool in support of his/her individual claim for relief, including the claimed amount of out-of-pocket loss, is true and accurate.

EXECUTED in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

EXECUTED BY [dishwasher owner's name])

\_\_\_\_\_ )

in the presence of: [name of witness] )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Signature of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Address )

\_\_\_\_\_ [dishwasher owner's name]



## APPENDIX P

## Tailored Prequalified Notice to NewGen and Raptor Owners

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

**You are prequalified as part of a  
class action settlement about  
KitchenAid-, Kenmore-, and  
Whirlpool-brand dishwashers. Your  
rights may be affected.**

For more information on the proposed settlement, to filing a claim or objections, and excluding yourself, visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com), or contact the Settlement Administrator or Class Counsel. **Do not contact the Court, Sears, Whirlpool, or any appliance retailer or dealer for information about the settlement.**

*Essa v. Whirlpool Corp.*  
Settlement Administrator  
P.O. Box xxxx  
City, Prov. xxxxx-xxxx

«ScanString»

Postal Service: Please do not mark barcode

Claim#: XXX-«AccountID»-«NoticeID»

«FirstName» «LastName»

«Attention»

«Address1»

A proposed settlement has been reached in a class action known as *Essa v. Whirlpool* involving alleged defects in some KitchenAid®, Kenmore®, or Whirlpool® brand automatic dishwashers manufactured by Whirlpool between 1998 and 2012. This notice summarizes your right to make a claim under the settlement. Although you are not a member of the settlement class, you have been identified as someone who is entitled to a benefit under the settlement. You should visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to obtain more information about the proposed settlement and your rights. You also can write to the Settlement Administrator at [info@dishwashersettlement.com](mailto:info@dishwashersettlement.com) or [REDACTED], or call 1-888-000-0000, to have a Claim Form mailed to you.

**Whirlpool's or Sears' records show that your dishwasher's electronic control board experienced an Overheating Event, meaning it overheated, ignited, or emitted smoke, sparks, or flames. These records also show that your dishwasher has been repaired or that you have already obtained a replacement dishwasher.**

- If our records show that you have already received a free repair or a free replacement dishwasher, you will not be offered any additional compensation under this settlement.
- If we cannot determine from our records if Whirlpool or Sears already paid the full amount of your repair or for your replacement dishwasher, you are eligible for a prequalified payment of \$200.00.

**This notice contains a pre-printed claim ID number on the front side above your name and address. Please enter your claim ID number when you visit [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com) to complete a claim and determine the amount you are owed. To be eligible for compensation, you must submit a Claim Form no later than [REDACTED], 2018.** If you wish to dispute the determination that you are not eligible for compensation or you wish to dispute the prequalified amount of your claim (\$200.00), you must submit supporting documentation with your Claim Form showing the amount you paid for the repair of your dishwasher or the cost of the replacement dishwasher. Only amounts which have not already been paid will be reimbursed.

**What is the lawsuit about?** Plaintiffs assert claims against Whirlpool and Sears based on alleged defects in the dishwashers' electronic control boards ("ECBs") that allegedly cause some ECBs to overheat, ignite, or emit smoke, sparks, or flames and stop working.

**Who is included?** The settlement class includes all persons in Canada who purchased or owned certain models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwasher manufactured by Whirlpool from 2000 to 2006. A complete list of included model and serial numbers is available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). The settlement also provides limited benefits to certain persons who are not members of the class but who experienced with an Overheating Event with other models of KitchenAid®, Kenmore®, or Whirlpool® brand dishwashers manufactured by Whirlpool from 1998 to 2012. A complete list of those other models and serial numbers is also available at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com).

**What are my rights?** You received this notice because you have been identified as an owner of one of those other dishwasher models and Whirlpool or Sears believes you experienced an Overheating Event. Therefore, you may be eligible for a cash payment to reimburse you for out-of-pocket expenses you may have incurred to repair or replace your dishwasher as a result of the Overheating Event. These benefits are more fully explained at [www.DishwasherSettlement.com](http://www.DishwasherSettlement.com). To be eligible for compensation, you must submit a Claim Form **no later than \_\_\_\_\_, 2018**.