

Whirlpool Statement on Mr. Ledbetter's "Objections" Filing on the Proposed Class Resolution:

"Mr. Ledbetter's 'objections' are a self-serving attempt to prevent affected property owners in Fort Smith from having the opportunity to decide for themselves if they want to accept Whirlpool's substantial financial offer through the class resolution. His filing comes even before the court has had a chance to review the class settlement on a preliminary basis and before the resolution is sent out to residents in the class for their consideration. Ledbetter's objections are also a poor replacement for constructive solutions, which this particular set of plaintiff's attorneys has been unwilling to offer over many months of negotiations.

The key elements of the proposed class settlement are:

- Payment of the full amount of the property devaluations determined by the Sebastian Count Tax Assessor, OR
- If a resident disagrees with the Tax Assessor devaluation of their property, they can rely on an independent property value appraiser to determine the effect of the contamination on their property values.
- Class members outside this area to receive \$5,000, and possibly more in the future, if TCE is detected above threshold levels in groundwater beneath their property.
- Payment of court-approved attorneys' fees over and above compensation to the class, so that class members will not have to deduct attorneys' fees and costs from the compensation they receive.
- Whirlpool would receive a release of property damage claims

as well as a deed restriction prohibiting wells and agreements allowing reasonable access to properties for purposes of remediation and monitoring efforts.

- Whirlpool would not require release of health claims.

This offer will be reviewed by the federal court to ensure that the Judge agrees that it is fair. Every member of the class will receive proper notice of the resolution and be able to make an individual decision whether to opt in or opt out. If property owners opt out of the class, they can continue the costly, time-consuming and uncertain path of protracted litigation.

We have attempted to conduct constructive negotiations with Mr. Ledbetter as well, but unlike with the class counsel, we have been unable to reach a reasonable agreement.

We will continue to push ahead with the reasonable and defined agreement with the Class to provide affected residents the opportunity to take advantage of a certain resolution that will provide real compensation and enable the community to move forward. We believe the court has every reason to approve the class, and in so doing, enable us to move forward with payments to the class members as swiftly as the legal process will allow.”