

Plaintiff Toby Schechner (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her undersigned counsel, brings this class action for damages and equitable relief against Defendant Whirlpool Corporation (“Defendant” or “Whirlpool”). Plaintiff alleges the following upon information and belief based on the investigation of counsel, except as to those allegations that specifically pertain to Plaintiff, which are alleged upon personal knowledge:

INTRODUCTION

1. Whirlpool designs, manufactures, advertises, and sells a line of gas and electric stoves, ranges, and ovens featuring its proprietary “AquaLift[®] Self-Cleaning Technology” (“AquaLift”) a system that purportedly “self-cleans” the interior of a dirty oven in less than one hour using only water and low heat.¹ Whirlpool’s marketing and advertising for its ovens containing AquaLift is false, deceptive, and misleading to reasonable consumers because AquaLift – a key product feature – does not perform as advertised or in accordance with Whirlpool’s express and implied warranties.

2. Whirlpool describes AquaLift as “*oven cleaning redefined,*” “*innovation nearly 50 years in the making,*” and a “*first-of-its kind cleaning solution.*”² According to Whirlpool, AquaLift uses an “exclusive coating on the

¹ A list of the known model numbers of Whirlpool appliances featuring the falsely advertised AquaLift system is attached hereto as **Exhibit A**.

² http://whirlpoolcorp.com/aqualift/faq_q1.html (last visited June 23, 2016).

interior [that] activates with water and heat, allowing moisture to detach soils from underneath so food and debris *easily wipe away*.”³ Whirlpool emphasizes that consumers “can use AquaLift™ self-clean technology to clean *tough baked-on soils*[,]” and that the cleaning process takes only 40 to 50 minutes.⁴ Further, Whirlpool represents that after a “self-clean” cycle is complete they can simply “remove residual water and *loosened soils* with a *sponge or dry cloth*.”⁵

3. Whirlpool does not set forth any limitations to the performance of its AquaLift system.

4. Contrary to Whirlpool’s marketing claims, AquaLift does not “self-clean” or otherwise perform as advertised to consumers. To be sure, the Internet is teeming with consumer complaints that target the extent of Whirlpool’s defective AquaLift technology.⁶ Consumers complain that AquaLift “is *totally useless*” and “*doesn’t work AT ALL*.” These putative class members have called AquaLift “*a waste of money*,” “*worthless*,” “*junk*,” “*a joke*,” “*the biggest ripoff*,” and “*fraud plain and simple*,” and these consumers have asked “how can the company get away with advertising [a] self-cleaning oven when it absolutely *does not clean one bit!*”⁷

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *See infra* ¶¶53-56.

⁷ *Id.*

5. Whirlpool knows or should know that its AquaLift feature was defectively designed and does not function as advertised. Indeed, dissatisfied consumers, including Plaintiff, have voiced their complaints directly with Whirlpool. In some instances, consumers, including Plaintiff, were advised by Whirlpool representatives that if the AquaLift feature does not work, *consumers should purchase cleaning supplies to manually clean the oven*. This advice is contrary to Whirlpool's advertising of AquaLift's ability to "self-clean," as well as the notion and purpose of having a "self-cleaning" oven.

6. Despite its knowledge of AquaLift's defects and inability to perform as marketed, Whirlpool continues to advertise and sell Ovens equipped with the defective AquaLift feature throughout the United States.

7. Additionally, pursuant to Whirlpool's "One Year Limited Warranty," consumers who purchased a Whirlpool oven equipped with the defective AquaLift feature have been forced to endure futile and inconvenient service attempts to try to "repair" the defective feature and even should Whirlpool ultimately agree to replace a consumer's oven with a replacement unit containing AquaLift, it would not solve the fundamental defect in AquaLift that makes it incapable of "self-cleaning."

8. In Plaintiff's case, she purchased a Whirlpool 6.2 Cu. Ft. Electric Range equipped with AquaLift from a Lowe's store in Boynton Beach, Florida. Plaintiff made the purchase in reliance on the advertising promise that the AquaLift feature would "self-clean." Yet, contrary to Whirlpool's affirmations of fact and promises,

the AquaLift feature did not “self-clean” Plaintiff’s oven, which, after multiple failed self-cleaning attempts left Plaintiff with heavy debris and stains on all areas of the oven, including the bottom, sides, and door.

9. After a failed attempt to troubleshoot the AquaLift feature with the manager of the Lowe’s store where she purchased her oven, Plaintiff requested service on her oven in accordance with Whirlpool’s “One Year Limited Warranty.”

10. Plaintiff endured three futile and inconvenient service attempts to “repair” the defective AquaLift feature on her new oven. During all three service attempts, the service providers gave three startling admissions to Plaintiff: (a) everyone complains about the AquaLift; (b) they receive service calls all the time about AquaLift; and (c) *AquaLift does not work*.

11. Plaintiff also repeatedly called Whirlpool Customer Service during September and October 2015 regarding the defective AquaLift system. Plaintiff was ultimately informed by a Whirlpool representative that if the AquaLift feature does not work, *Plaintiff should purchase cleaning supplies and manually clean the oven*.

12. The AquaLift feature on Plaintiff’s Whirlpool oven did not perform as advertised and did not “self-clean” Plaintiff’s oven.

13. Plaintiff suffered damages including, but not limited to: (1) overpayment for a defective product; (2) a decrease in value of her oven due to the defect; and (3) out-of-pocket money spent in connection with servicing the AquaLift.

14. Plaintiff asserts claims on behalf of a Nationwide Class (defined below) for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*, (“MMWA”) and the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §445.901, *et seq.*, (“MCPA”), as well as claims for breach of contract, breach of express and implied warranties, and unjust enrichment.

15. Plaintiff also asserts claims on behalf of a Florida Subclass (defined below) for violations of the MMWA and the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. §501.201, *et seq.* (“FDUTPA”), and claims for breach of contract, breach of express and implied warranties, and unjust enrichment.

16. As alleged herein, Plaintiff and other reasonable consumers (the “Class members”) purchased Ovens equipped with AquaLift, which were designed, manufactured, advertised, and sold by Whirlpool. Plaintiff and the Class members purchased Whirlpool appliances with AquaLift in reliance on Whirlpool’s advertising and express and implied warranties that AquaLift would operate as advertised, *i.e.*, that the oven would “self-clean” tough baked-on soils without odor, chemicals or high temperatures in less than one hour. Contrary to Whirlpool’s advertising and express and implied warranties, AquaLift does not perform as advertised and cannot “self-clean” the inside of an oven. Therefore, Plaintiff and the Class members were damaged by Whirlpool’s false, deceptive, and misleading advertising campaign.

17. Indeed, Plaintiff and the Class members would not have purchased the Ovens with AquaLift, or would not have paid as much as they did, were it not for

Whirlpool's false, deceptive, and misleading advertising and/or Whirlpool's failure to disclose the material fact that its AquaLift technology is defective and is incapable of performing according to Whirlpool's advertising and express and implied warranties.

THE PARTIES

18. Plaintiff is a citizen of Florida and, at all relevant times was, a resident of Boynton Beach, Florida. In or around November 24, 2014, Plaintiff purchased a Whirlpool 6.2 Cu. Ft. Electric Range Oven equipped with AquaLift from a Lowe's store in Boynton Beach, Florida.

19. Plaintiff purchased the oven in reliance on the advertising promise that AquaLift would "self-clean" tough baked-on soils from the oven interior in less than one hour using only water and heat. Contrary to Whirlpool's promises that induced Plaintiff to purchase a Whirlpool oven with AquaLift, the AquaLift feature in Plaintiff's oven did not perform as advertised, and left debris, stains, and cooking grease on the bottom, sidewalls, and door of Plaintiff's oven.

20. In accordance with the terms of Whirlpool's "One Year Limited Warranty," Plaintiff endured three futile service attempts to "repair" the defective AquaLift feature on her new oven. During all three service attempts, the service providers informed Plaintiff that: (a) everyone complains about the AquaLift; (b) they receive calls all the time about AquaLift; and/or (c) AquaLift does not work.

21. Plaintiff also repeatedly called Whirlpool Customer Service during September and October 2015 regarding the defective AquaLift system. Plaintiff was

ultimately informed by a Whirlpool representative that if the AquaLift feature does not work, *Plaintiff should purchase cleaning supplies and manually clean the oven.*

22. The AquaLift feature on Plaintiff's Whirlpool oven never performed as advertised and never "self-cleaned" Plaintiff's oven.

23. Defendant Whirlpool is a Delaware corporation headquartered in Benton Harbor, Michigan. Whirlpool describes itself as the world's leading manufacturer and marketer of household appliances. Ovens with AquaLift are sold and distributed under the Whirlpool brand name and its wholly owned subsidiaries including Maytag Corporation ("MayTag"), KitchenAid, Inc. ("KitchenAid"), and the Jenn-Air Products Company ("Jenn-Air") (collectively, the "Ovens"). At all relevant times, Whirlpool designed, manufactured, distributed, advertised, marketed, promoted, and sold the Ovens equipped with the defective AquaLift feature.

JURISDICTION AND VENUE

24. This Court has jurisdiction pursuant to 28 U.S.C. §1332, as amended by the Class Action Fairness Act of 2005, because at least one member of the Class is a citizen of a different state than Whirlpool, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

25. Venue is proper in this District pursuant to 28 U.S.C. §1391 because many of the acts and transactions giving rise to this action occurred in this District and because: (a) Whirlpool is authorized to conduct business in this District and has

intentionally availed itself of the laws and markets within this District through the promotion, marketing, distribution, and sale of its appliances with AquaLift; (b) Whirlpool conducts substantial business in this District; and (c) Whirlpool is subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

Whirlpool Extensively Advertises AquaLift’s Purported Ability to “Self-Clean” Tough “Baked-On Soils” from the Interior of an Oven in Less than One Hour

26. Whirlpool describes itself as the world’s leading manufacturer and marketer of household appliances. Whirlpool sells household appliances, such as kitchen ovens, under various brand names, including, Whirlpool, Maytag, KitchenAid, and Jenn-Air.

27. Whirlpool designed, manufactured, advertised, and sold throughout the United States approximately 87 models of kitchen ovens featuring AquaLift “self-cleaning” technology. AquaLift is available on gas or electric ovens of different sizes.

28. Whirlpool heavily advertises its AquaLift technology as a key feature to distinguish the Ovens from competitors. Indeed, through its website, in-store point-of-sale displays, and product information labels on the appliances themselves, Whirlpool touts AquaLift as “*oven cleaning redefined,*” “*innovation nearly 50 years in the making,*” and a “*first-of-its kind cleaning solution* that is activated with heat and water to release *tough baked-on soils* from the oven interior in less than 1 hour.”

29. Whirlpool even dedicates an independent page of its website solely to showcase its AquaLift technology.⁸ On that page, under a large bold heading that reads, “*Cleaning your oven just got faster, cooler, and easier,*” Whirlpool shares a video demonstration of the purported superiority of its AquaLift technology over traditional self-cleaning ovens:



30. A voiceover in the video states that, “it’s time for something new. Time for AquaLift technology”:



⁸ <http://whirlpoolcorp.com/aqualift/index.html> (last visited June 23, 2016).

31. “The *baked on stains may be the same, but now you can have your oven back in less than one hour*. All with less heat and no odor.”:



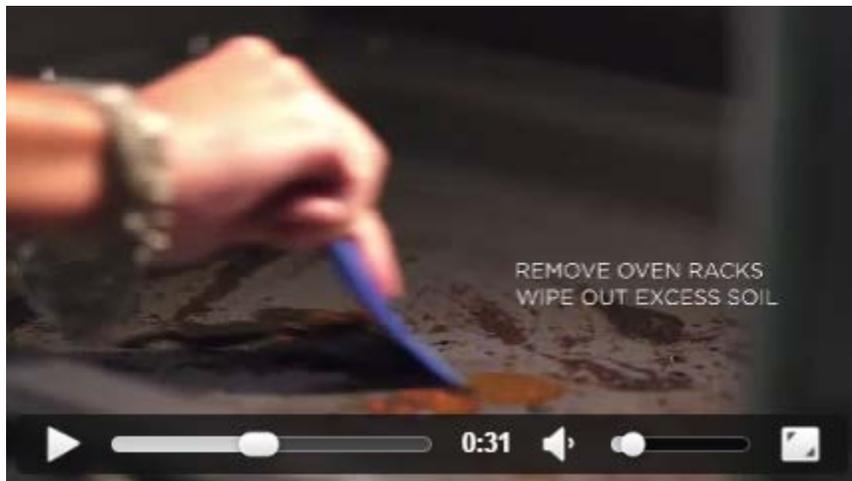
32. “AquaLift technology, *an innovation* from Whirlpool Corporation. *Redefines oven cleaning.*”:



33. “Simply remove the oven racks . . .”:



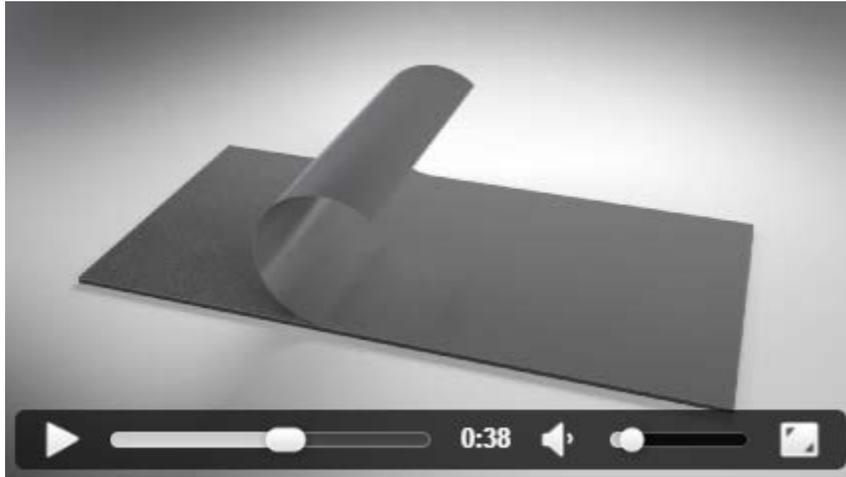
34. “. . . and wipe out the excess soil.”:



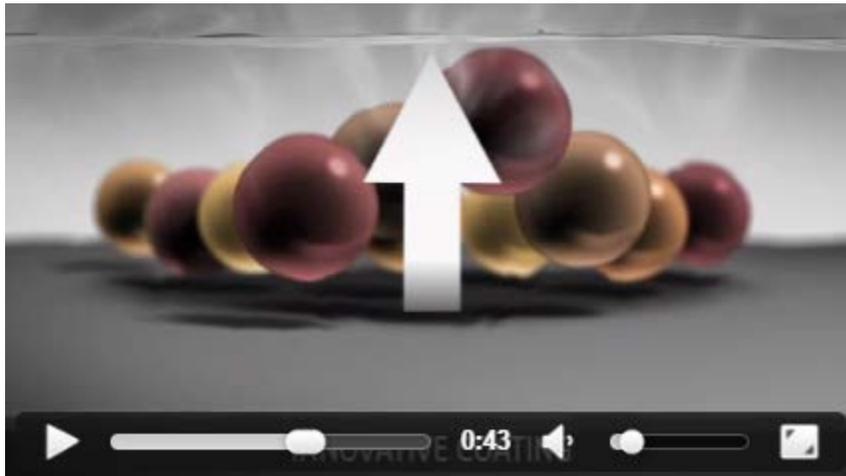
35. “Pour two cups of water in the bottom of the oven, and *let AquaLift technology do the work.*”:



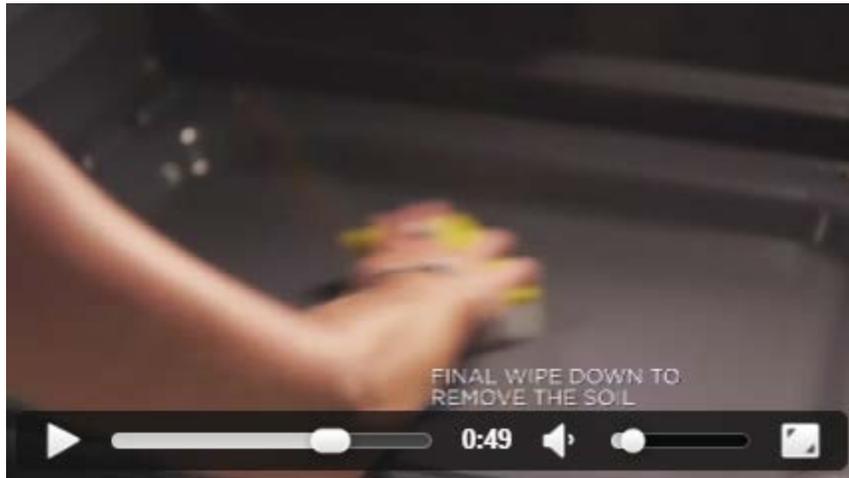
36. “This *innovative coating* is activated by water and heat.”:



37. “It lifts *tough baked-on soils* from underneath, *making oven cleaning a snap.*”:



38. “In under an hour, the oven is ready for a final wipe down to remove the soil.”:



39. “All done in less time, with no odor, and no extreme heat like traditional, high-temperature self-clean ovens. AquaLift technology is *oven cleaning redefined.*”:



40. On the AquaLift “frequently asked questions” (“FAQ”) page, Whirlpool describes AquaLift as “a *first-of-its kind cleaning solution* that is activated with heat and water to release *tough baked-on soils* from the oven interior in less than 1 hour.”⁹

⁹ http://whirlpoolcorp.com/aqualift/faq_q1.html (last visited June 23, 2016).

41. Whirlpool's FAQs page represents that AquaLift works through an "exclusive coating on the interior [that] activates with water and heat, *allowing moisture to release soils from underneath so food and debris easily wipe away.*"¹⁰

42. Whirlpool further represents that operation of the AquaLift feature "takes just a few steps." Its website states that:

"[a]fter removing all racks and accessories from the oven cavity and wiping excess soil up, simply:

- Pour . . . water onto the bottom of an empty AquaLift™ self-clean technology enabled oven and close the door.
- Press "Clean" then "Start" to begin the 40 minute cycle. . . . When the cycle is complete, a beep will sound. Press "Cancel" to end.
- Immediately after the cycle is complete, remove residual water and loosened soils with a sponge or dry cloth.¹¹

43. Whirlpool further represents that AquaLift was "developed to directly address *consumer dissatisfaction with traditional high-temperature self-clean ovens* and to provide them an alternative cleaning solution."¹²

44. According to Whirlpool, the "key benefits of using AquaLift™ self-clean technology" include that it "SAVES TIME: The cleaning process takes under one hour compared to the average 3-6 hours of traditional self-cleaning ovens" and "NO

¹⁰ http://whirlpoolcorp.com/aqualift/faq_q2.html (last visited June 23, 2016).

¹¹ http://whirlpoolcorp.com/aqualift/faq_q3.html (last visited June 23, 2016).

¹² http://whirlpoolcorp.com/aqualift/faq_q5.html (last visited June 23, 2016).

ODOR: Since AquaLift™ self-clean technology uses water to clean it avoids the traditional chemical odors associated with traditional oven cleaning.”¹³

45. Whirlpool further represents that AquaLift can be used “frequently to clean *tough baked-on soils*.”¹⁴

46. A “Glossary” section of the Whirlpool website contains the following entry for AquaLift: “AquaLift® Self-Clean Technology. Get your oven clean in less than an hour with odor-free, low temperature AquaLift® technology. This *exclusive coating* on the interior activates with water and heat, *allowing moisture to detach soils from underneath* so food and debris *easily wipe away*.”¹⁵

47. Whirlpool also advertises the AquaLift feature on individual product webpages. For example, the webpage for Whirlpool’s 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology, states that: “[a]t the end of the meal, this large oven’s easy wipe ceramic glass cooktop offers hassle-free cleanup, while AquaLift® self-cleaning technology delivers *odor-free oven cleaning without chemicals in only 50 minutes*.”¹⁶

¹³ http://whirlpoolcorp.com/aqualift/faq_q6.html (last visited June 23, 2016).

¹⁴ http://whirlpoolcorp.com/aqualift/faq_q7.html (last visited June 23, 2016).

¹⁵ <http://www.whirlpool.com/glossary/#A> (last visited June 23, 2016).

¹⁶ [http://www.whirlpool.com/kitchen-1/cooking-2/ranges-3/-\[WFE540H0ES\]-1022746/WFE540H0ES/](http://www.whirlpool.com/kitchen-1/cooking-2/ranges-3/-[WFE540H0ES]-1022746/WFE540H0ES/) (last visited June 23, 2016).

48. Similarly, the webpage for Whirlpool’s 5.8 cu. ft. Front-Control Gas Stove with Fan Convection states that: “[w]hen it’s time for cleanup, AquaLift™ self-cleaning technology helps you *wipe away messes* in your slide-in gas stove without harsh chemicals or odors.”¹⁷

49. And the webpage for Whirlpool’s 6.7 Cu. Ft. Electric Double Oven Range with True Convection states the following: “[a]nd if you make a mess, AquaLift® self-cleaning technology provides this kitchen range with *odor-free cleaning without harsh chemicals in only 50 minutes*.”¹⁸

50. The webpages for Whirlpool’s various other models of the Ovens include similar misrepresentations regarding AquaLift’s purported ability to “self-clean[]” ovens in less than one hour.¹⁹

51. Whirlpool echoes these misrepresentations directly on the product label of each Whirlpool oven equipped with AquaLift.

***Whirlpool’s Advertising Campaign for AquaLift is
False, Deceptive, and Misleading to Reasonable Consumers***

¹⁷ [http://www.whirlpool.com/-\[WEG730H0DS\]-1022391/WEG730H0DS/](http://www.whirlpool.com/-[WEG730H0DS]-1022391/WEG730H0DS/) (last visited June 23, 2016).

¹⁸ [http://www.whirlpool.com/-\[WGE745C0FE\]-5764099/WGE745C0FE/](http://www.whirlpool.com/-[WGE745C0FE]-5764099/WGE745C0FE/) (last visited June 23, 2016).

¹⁹ See, e.g., [http://www.whirlpool.com/-\[WEE730H0DS\]-1022332/WEE730H0DS/](http://www.whirlpool.com/-[WEE730H0DS]-1022332/WEE730H0DS/) (last visited May 31, 2016); [http://www.whirlpool.com/-\[WEC530H0DS\]-1022331/WEC530H0DS/](http://www.whirlpool.com/-[WEC530H0DS]-1022331/WEC530H0DS/) (last visited May 31, 2016); [http://www.whirlpool.com/-\[WFE745H0FS\]-5764098/WFE745H0FS/](http://www.whirlpool.com/-[WFE745H0FS]-5764098/WFE745H0FS/); [http://www.whirlpool.com/-\[WFG715H0EH\]-1022749/WFG715H0EH/](http://www.whirlpool.com/-[WFG715H0EH]-1022749/WFG715H0EH/) (last visited June 23, 2016).

52. Whirlpool’s entire advertising campaign for AquaLift – a key product feature – is false, deceptive, and misleading to reasonable consumers because, contrary to Whirlpool’s representations, AquaLift does not “self-clean” the interior of the Ovens and, instead, requires consumers to manually clean their Ovens with cleaning products – *defeating the purpose of a “self-cleaning” oven.*

53. To be sure, the Internet is teeming with consumer complaints regarding AquaLift’s inability to “self-clean.” For example, on February 8, 2013, one consumer posted the following complaint on Consumerist.com:

I have a 30 day old Kitchen Aid convection gas range. Love how it cooks. HOWEVER, their “*Aqualift*” *cleaning technology is a rip AND entirely misleading*. . . . So... every time you want to clean your cool new oven, *you’ll be scrubbing it yourself!!!*²⁰

54. This dissatisfied consumer also posted the following photograph of the final results of Whirlpool’s AquaLift “self-clean” technology:

²⁰ <https://consumerist.com/2013/02/08/my-advanced-new-self-cleaning-oven-needs-a-lot-of-help-to-clean-itself/> (last visited June 23, 2016).



55. In November 2015, another dissatisfied consumer posted a photograph of an oven that had “self-cleaned” with AquaLift:²¹

²¹ https://www.consumeraffairs.com/homeowners/kit_stoves.html (last visited June 23, 2016).



56. Countless other complaints from putative Class members can be found on the Internet. Online references and complaints regarding the Ovens mirror plaintiffs' experience, including the following sampling:

| Source | Comments |
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| <p>Consumer Affairs 4/28/16 https://www.consumeraffairs.com/homeowners/whirlpool_ranges.html</p> | <p>Purchased the oven in summer 2015. Very disappointed in the AquaLift Self-Cleaning oven. Absolutely useless. Does absolutely nothing and I end up cleaning the oven by hand. As a senior citizen, this is uncomfortable; I have injured my leg in the process and now feel I must wipe the oven down after each use. I was so looking forward to having a nice clean oven at all times and it's not happening. This is of no value to me.</p> |
| <p>Consumer Affairs) 4/7/16 https://www.consumeraffairs.com/homeowners/whirlpool_ranges.html</p> | <p>I HATE, HATE, HATE the aqua lift clean feature. It's awful. The bottom came somewhat clean but cook bacon and the sides and top are filthy and the aqua lift can't clean that. I don't know how this ever made it past the thought process stage to become a "thing" but it needs to go away. I'm quite cranky right now as I've just spent two hours scrubbing my oven while reaching past the oven door that doesn't come off because it's a "self-clean oven." This is what I have to look forward to for the next 10 years until it dies and I can get a new oven? What a joke!!</p> |
| <p>Consumer Affairs 4/1/16 https://www.consumeraffairs.com/homeowners/whirlpool_ranges.html</p> | <p>We bought a new stove from Lowe's in 2015 which is a Whirlpool with an AquaLift self-cleaning function. This function is totally useless. We have tried it several times and it does not remove the grime from the oven. We did not even have a very dirty oven. It doesn't clean the sides at all and the bottom is still dirty. I complained to the store and they told me the AquaLift function should be used every time the oven has been used. They recommend that I use a spray for the oven (which is porcelain) and scrub off the dirt. Give me back my old self-cleaning oven with the high heat. This new technology doesn't work.</p> |

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| <p>Consumer Affairs 3/4/16 https://www.consumeraffairs.com/homeowners/whirlpool_ranges.html</p> | <p>Whirlpool Gold Series gas oven with Aqua Lift. Very unhappy with this oven. Cons: <i>Aqua Lift technology doesn't work AT ALL</i> (manual cleaning required); stove top hard to clean; 2 front gas burners are "super" burners which is fine for boiling water, but too hot for regular cooking. Would be better to have one super burner in the middle or back but two upfront is way too hot for regular cooking, even on lowest setting. Was going to use spray cleaner but cannot on convection ovens. In a bind what to do except scrub with Brillo. Anyone used Brillo?</p> |
| <p>Consumer Affairs 2/23/16 https://www.consumeraffairs.com/homeowners/whirlpool_ranges.html?page=2</p> | <p>Whirlpool gas range Model#wfg10h0ah1 with aqua lift technology. This is the biggest ripoff that was ever done to me. It say self clean, not it cleans and then you clean. <i>This is fraud plain and simple.</i> I am handicapped and made it very clear to the salesperson that it had to be self cleaning. 4 times I did the clean cycle and I was in shock, I called repair, I thought the self clean was broken. However this is the line they give you over and over, that it's not broken. "This is working the way it was designed to work." So they made a range that is self cleaning, but no it doesn't do that. For 899.99, I did not deserve to get duped like this.</p> |
| <p>Consumer Affairs 9/24/15 https://www.consumeraffairs.com/homeowners/kitchenaid_stoves.html</p> | <p>Like so many other reviewers I am totally dissatisfied with my KitchenAid Gas Range Model KGRS202BSS. I second the reviews by Gary of Tonawanda, NY on May 20, 2015 (and others) that the AquaLift Self Clean is not effective and that the black stove top stains, but primarily I totally agree with his comment about how the heat vents out and heats up the handles. This was also the comment of Sharyn of Pearl River, NY on July 2, 2015 (who I would like to thank for the tip about requesting the black knobs which I intend to do).</p> <p><i>This range is TERRIBLE. It becomes a literal sauna in my kitchen</i> when I try to cook using the stove top and/or the oven. Everyone who comes to my home comments on it. And this is despite the fact that I have a fan above the oven which is vented to the outside. I take care of my 2 year old grandson, and I live in fear of him burning himself since the knobs are obviously within his reach. He has definitely learned about the concept of HOT. <i>I purchased this range from PC Richards, and they</i></p> |

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| | <p><i>have sent 3 different servicemen out, only to tell me that's the way it is!</i> Unbelievable. I just visited my friend who has a kitchen much smaller than mine, and her new Maytag slide in gas range did not produce the sauna effect that my KitchenAid range does. DON'T BUY KITCHENAID. YOU'LL REGRET IT.</p> |
| <p>Consumerist 9/28/14 https://consumerist.com/2013/02/08/my-advanced-new-self-cleaning-oven-needs-a-lot-of-help-to-clean-itself/</p> | <p>Whirlpool's Aqualift self-cleaning system seemed to be a technological advance comparable to see-through dishwashers, but she reports that her oven only cleans the bottom center, and not the sides or the corners. You know, the parts that you want your self-cleaning oven to take care of for you.</p> |
| <p>Houzz (GardenWeb) 9/29/2012 http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p><i>Get ready for rubber gloves and oven cleaner. It does not work.</i> Consumer reports says it doesn't work, but I bought before reading reviews. I want to get rid of mine. They are sending me a special oven cleaner for this piece of junk so what good is this self cleaning oven that needs a special oven cleaner? I will never again buy American.</p> |
| <p>Houzz (Garden Web) 1/29/13 http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I bought A Whirlpool range convection, self cleaning and I'm very furious too because the self cleaning, after several time of cleaning, which the last one <i>I let it go for 4 hours, it didn't clean anything at all.</i> My old GE of 30 years used to come out spotless. It has been over a year already, twice the technician came out and there was nothing he could do. We bought 5 years extended warranty and Sears told us there is nothing they can do. I still have to try calling the manufacturer, hoping they'll give me some satisfaction. It really sucks. We should be more further ahead with technology. Now I don't know who</p> |

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| | to trust anymore. |
| <p>Houzz (GardenWeb)</p> <p>2/11/2013</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I, too, unfortunately purchased this awful oven. <i>It is uncleanable!</i> I bake frequently, and any form of grease splatter is not removable from the sides and back. Wrote to the company and all they did was tell me to follow the instructions that came with the range! Do they think I'm stupid? I am very angry. Any advice that can be passed along regarding how I can clean it, or how to make the company responsible for this lousy oven, would be greatly appreciated.</p> |
| <p>Houzz (GardenWeb)</p> <p>2/13/2013</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I was also dumb enough to buy this range. I've had it one year. Have written complaints to Maytag and Whirlpool. I received phone calls from some underpaid know nothing who treated me as if I'd never cleaned an oven before.</p> <p><i>For Whirlpool/Maytag to call this "self-cleaning" is false advertising and they need to make it right with me or I will not purchase another product from them ever again!</i></p> |
| <p>Houzz (GardenWeb)</p> <p>1/18/2014</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I have this horrible range and it is a piece of garbage. It might as well not even have a self cleaning feature. It does not work. Cleaning the glass top of the stove is also very difficult. <i>It was a total waste of money, Maytag doesn't care and won't do anything about it.</i> DO NOT PURCHASE ONE. There is also little to no storage space in the drawer. There is not one good thing I can say about this stove. Not one.</p> |

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| <p>Houzz (GardenWeb)</p> <p>5/11/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I bought this range WYMER888BW the 25th Jan. 2014. <i>What a waste of money, self clean not at all. Would never buy a Maytag or Whirlpool product again. Takes a lot of hard scrubbing & scraping not to mention time to do repeated steam clean cycles and trying to clean this trash.</i> Biggest mistake in a purchase we have made in our 50 years of marriage. Would not recommend!!!</p> |
| <p>Houzz (GardenWeb)</p> <p>9/13/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>Does not work at all! My wife and I bought it 2 years ago from Lowes (on sale). We have tried the self cleaning feature multiple times, even have run it twice (simultaneously) to see if double the cleaning time would help. Each time, we end up using gloves and other cleaning products to scrape out the mess. I don't know how Maytag tested this before it was marketed, but it does not clean anything.</p> |
| <p>Houzz (GardenWeb)</p> <p>9/14/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>i gave up fighting with maytag/whirlpool..after a year of owning the same oven, it was junk. I sold it for 500\$, (loss 200\$)and bought a regular GE stove which has the old fashion kind of self cleaning oven cleaning feature...and i LOVE it. Never will i purchase a whirlpool or Maytag product again. They are throw away appliances in more ways than one. Good luck on your junk. Sell it , take the loss and get rid of your headache.</p> |

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| <p>Houzz (GardenWeb)</p> <p>11/7/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>Whoever invented Aquaift to clean ovens obviously never cleaned an oven ever!! Today, a day after Thanksgiving I spent all morning “cleaning” my oven only to have it look as bad as it did before I started. <i>The AquaLift did nothing for the sides and the stains on the bottom after two cleaning cycles!!!</i> Whatever can be done other than getting a new oven?</p> |
| <p>Houzz (GardenWeb)</p> <p>12/16/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>This is so frustrating. I too do not read the reviews before purchasing. I saw that it was self-cleaning that was all I thought I needed to know. How can this be considered new technology and how can the company get away with advertising self-cleaning oven when it absolutely does not clean one bit?! Very frustrated!</p> |
| <p>Houzz (GardenWeb)</p> <p>12/30/2015</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>We had the Whirlpool recommended technician from Appliance Mechanics (425-212-9076) out on 12/29 and he verified that the Aqua-Lift is working as designed (meaning what??). However that doesn’t solve the problem with the promises that were made regarding how well this technology is supposed to work. <i>It can’t be cleaned with conventional cleaners and the bottom is stained from food that never came up after the cleaning and scrubbing per Whirlpool’s instructions.</i> I have sent 4 emails to Whirlpool customer service and never heard back. What we are requesting is that since that Whirlpool is promoting this as the next best thing and not performing up to our (and anyone on the internet who has this technology) expectations, we are requesting that Whirlpool replace the oven with one comparably priced that has conventional cleaning capabilities</p> <p>Follow-up: I finally got in touch with Whirlpool after 4 emails and posting on Facebook. It seems that they respond</p> |

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| | <p>when you post on social media. I was requesting a replacement oven with conventional self cleaning and and after much back-and-forth I was informed that because the technician reported that the oven was functioning correctly that they could not give me a replacement. Their reason being that a continually dirty oven had nothing to do with function but was a cosmetic issue. The CS rep was “kind” enough to offer me a bottle of the Affresh cleaner. Don’t fall for the AquaLift hype.</p> |
| <p>Houzz (GardenWeb)</p> <p>1/31/2016</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>Yes. <i>This oven aqua clean is a joke!</i> I wish I could have my old oven than got VERY hot and stinky back. Would rather clean up a little ash than scrub my fingers off!</p> |
| <p>Houzz (GardenWeb)</p> <p>2/20/2016</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>I just tried the Aqualift feature and am on the thrid cycle now. So far only the bottom part has gotten clean and the sides are still greasy. Hate this feature. <i>Had I known how horrible it was I would have never bought it. I am also not happy with the glass top as that too is difficult to keep clean.</i> This is the first time I have used the Aqualift feature and it was right after grease was spilled from a meatloaf pan. If anyone is looking to buy a stove with this feature don’t.</p> |

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| <p>Houzz (GardenWeb)</p> <p>3/18/2016</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>The aqualift does not clean at all! I finally go disgusted and used oven cleaner and it took the finish off the sides of oven, so now my oven is ruined. Looks dirty all the time, so dissatisfied. As I used the oven cleaner I know I will have no prayer with Whirlpool. I bought this stove without reading reviews. My mistake, never again! <i>With all these complaints and a product that obviously does not do it's job, there has to be a class action maybe?</i></p> |
| <p>Houzz (GardenWeb)</p> <p>4/30/2016</p> <p>http://ths.gardenweb.com/discussions/2293510/aqualift-technology-on-maytag-ranges-oven-cleaning</p> | <p>Welcome to the crappy Aqualift club! I finally put some foil on the bottom rack to help catch any drips. This was suggested from the dealer who agrees it's worthless!! Evidently our govt regulations at work!! I also bought some Easy off with a blue top as it was suggested it works well. I haven't used it yet but I will when needed!! Good luck.</p> |

**Plaintiff's Experience with Whirlpool's
Deceptively Advertised AquaLift Feature**

57. In or around November 24, 2014, Plaintiff purchased a Whirlpool 6.2 Cu. Ft. Electric Range equipped with AquaLift from a Lowe's store in Boynton Beach, Florida. Plaintiff was in the market for a new oven with "self-cleaning" capabilities, and she made that purchase in reliance on Whirlpool's promise that AquaLift would "self-clean" the inside of her oven without cleaning products in less than one hour.

58. At the time of her purchase, the manager of the Lowe's store demonstrated the proper use and operation of the AquaLift feature, which Plaintiff fully understood.

59. Some time passed before Plaintiff used her oven in an ordinary manner that required cleaning. Once the interior of her oven became soiled, Plaintiff activated the AquaLift feature according to the user manual and the instructions she received from the manager of the Lowe's store where she purchased her oven. After the "self-clean" cycle was completed, Plaintiff was surprised to find hardened debris, stains, and cooking grease on the bottom, side walls, and glass door of her oven. Plaintiff ran the AquaLift "self-clean" cycle another three times in an attempt to clean the oven, and each time, the AquaLift failed to work in removing debris, stains, and cooking grease, or at a minimum, allow Plaintiff to "easily wipe" such stains away.

60. Plaintiff contacted the manager of the Lowe's store where she purchased her oven, who unsuccessfully attempted to troubleshoot the defective AquaLift feature.

61. Plaintiff then requested service on her oven in accordance with Whirlpool's "One Year Limited Warranty," through which Whirlpool promised to "correct defects in materials or workmanship that existed when [the oven] was purchased, or at its sole discretion replace the product."

62. Three futile and inconvenient service attempts were made to "repair" the defective AquaLift feature on Plaintiff's new oven, all of which were unsuccessful.

63. First, on or around September 2, 2015, Whirlpool representative “M&M Appliance” attempted to repair the AquaLift on Plaintiff’s new oven, but was unable to do so.

64. Second, on or around, September 8, 2015, another Whirlpool representative “Masco Appliance & Air” attempted to repair the AquaLift on Plaintiff’s new oven, but was unable to do so.

65. Finally, on or around September 18, 2015, a third Whirlpool representative “Flamingo Appliance Service” attempted to repair the AquaLift on Plaintiff’s new oven, but was unable to do so. Flamingo Appliance Service ultimately concluded that “she [Plaintiff] still have (sic) to clean it [the oven] out herself.”

66. Indeed, during all three service attempts, the service providers admitted to Plaintiff that: (a) everyone complains about the AquaLift; (b) they receive calls all the time about AquaLift; and/or (c) AquaLift does not work.

67. Frustrated with the inability of the AquaLift system to work as advertised, and the service providers’ inability to remedy the defect, Plaintiff contacted the Attorney General’s Office and the Florida Division of Consumer Services in or around late September 2015. She completed a claim form to the Attorney General’s Office regarding Whirlpool’s false advertising.

68. Plaintiff also repeatedly called Whirlpool Customer Service during September and October 2015 regarding the continued inability of the AquaLift system to work as advertised and warranted. During her first contact, a customer service

representative told her there was nothing Whirlpool could do and that Plaintiff had to service her oven through Lowe's. On a subsequent call, a representative from "Whirlpool Factory Certified Care" informed Plaintiff that if the AquaLift feature does not work, *Plaintiff should purchase cleaning supplies and manually clean the oven*. This advice, of course, was inconsistent with Whirlpool's advertising of AquaLift's ability to "self-clean," which was the motivating factor in Plaintiff's purchase of her Whirlpool oven.

69. The AquaLift feature on Plaintiff's oven never performed as advertised and never "self-cleaned" Plaintiff's oven.

70. Plaintiff purchased her Whirlpool oven with AquaLift in reliance on Whirlpool's promise that AquaLift would "self-clean" tough baked-on soils from the inside of her oven in less than one hour without any cleaning products. Contrary to Whirlpool's advertising, AquaLift did not perform as advertised and, in fact, did not clean Plaintiff's oven. Had Plaintiff known about the defects in Whirlpool's AquaLift feature and its failure to perform as advertised, Plaintiff would not have purchased a Whirlpool oven with AquaLift or would not have paid as much for it.

71. Plaintiff suffered damages including, but not limited to: (1) overpayment for a defective product; (2) a decrease in value of her oven due to the defect; and (3) out-of-pocket money spent in connection with addressing the defective oven.

CLASS ACTION ALLEGATIONS

72. Plaintiff brings this action individually and as a class action pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the following proposed Nationwide Class: *All persons who purchased a Whirlpool, Maytag, KitchenAid, or Jen-Air oven equipped with AquaLift in the United States.*

73. Plaintiff also seeks certification of the following Florida Subclass: *All persons who purchased a Whirlpool, Maytag, KitchenAid, or Jen-Air oven equipped with AquaLift in the state of Florida.*

74. Subject to additional information obtained through further investigation and discovery, the foregoing definitions of the Nationwide Class and the Florida Subclass may be expanded or narrowed by amendment or amended complaint.

75. Specifically excluded from the Class is Whirlpool, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers or entities controlled by Whirlpool, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Whirlpool and/or its officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.

76. *Numerosity.* The members of the Classes are so numerous that joinder of all members is impracticable. Upon information and belief, the Class includes thousands of members who are geographically dispersed across the country and the state of Florida. The precise number of Class members is unknown to Plaintiff. The

true number of Class members is known by Whirlpool, however, and thus can be ascertained through appropriate investigation and discovery and may be notified of the pendency of this action by first class mail, electronic mail, or published notice.

77. *Existence and predominance of common questions of law and fact.*

Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

(a) Whether Whirlpool's advertising campaign for AquaLift was false, deceptive, or misleading to a reasonable consumer;

(b) Whether Whirlpool knew or should have known that its AquaLift technology was defective and could not perform as advertised;

(c) Whether Whirlpool had a duty to disclose the design flaw in AquaLift;

(d) Whether the purported ability of AquaLift to "self-clean" tough baked-on soils from the interior of an oven in under one hour is a material fact to consumers;

(e) Whether Whirlpool violated the MMWA;

(f) Whether Whirlpool breached an express warranty made to Plaintiff and the Class members;

(g) Whether Whirlpool breached an implied warranty of merchantability;

(h) Whether Whirlpool breached a contract with Plaintiff and the Class members;

(i) Whether Whirlpool represented that the Ovens with AquaLift have characteristics, uses, and benefits, that they do not have;

(j) Whether Whirlpool advertised the Ovens with AquaLift with the intent not to sell them as advertised;

(k) Whether Whirlpool failed to reveal a material fact regarding its AquaLift technology, the omission of which would tend to mislead or deceive consumers, and which fact could not reasonably be known by consumers;

(l) Whether Whirlpool made a representation of fact or statement of fact material to its sale of Ovens equipped with AquaLift such that a person could reasonably believe the represented or suggested state of affairs to be other than it actually is;

(m) Whether Whirlpool failed to reveal facts that were material to its sale of Ovens equipped with AquaLift in light of representations of fact made in a positive manner;

(n) Whether Whirlpool violated the MCPA;

(o) Whether Whirlpool violated the FDUTPA;

(p) Whether Whirlpool was unjustly enriched;

(q) Whether Whirlpool acted willfully and in wanton disregard of the consequences of its actions to consumers;

(r) Whether Plaintiff and the Class members are entitled to damages and the amount of such damages;

(s) Whether Plaintiff and the Class members are entitled to an award of punitive damages;

(t) Whether Plaintiff and the Class members are entitled to equitable relief, including an injunction enjoining Whirlpool from engaging in the wrongful and unlawful conduct alleged herein and ordering Whirlpool to engage in a corrective advertising campaign.

78. **Typicality.** Plaintiff's claims are typical of the claims of the other Class members in that Plaintiff and the Class members were injured by the same wrongful conduct and scheme of Whirlpool alleged herein.

79. **Adequacy of representation.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action. Further, Plaintiff has no interests that are antagonistic to those of the other Class members.

80. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense that would be involved in individual litigation of their claims against Whirlpool. It would, thus, be virtually impossible for the Class members, on

an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single United States District Court, and presents no unusual management difficulties under the circumstances presented in this case.

81. In the alternative, the Class may also be certified because:

(a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for Whirlpool;

(b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests;

and

(c) Whirlpool has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and injunctive relief with respect to the members of the Class as a whole.

82. Alternatively, certain issues relating to Whirlpool's liability may be certified pursuant to Fed. R. Civ. P. 23(c)(4).

CAUSES OF ACTION

COUNT I

Violations of the MMWA (Written Warranty) (On behalf of the Nationwide Class and the Florida Subclass)

83. Plaintiff realleges and incorporates by reference each allegation above as though fully set forth herein.

84. Plaintiff and the Class members are "consumers," Whirlpool is a "supplier" and "warrantor," and Whirlpool Ovens equipped with AquaLift are "consumer products" as defined by the MMWA. 15 U.S.C. §2301.

85. Whirlpool's written affirmations of fact, promises, and/or descriptions relating to its Ovens equipped with AquaLift, as alleged herein, as well as its "One Year Limited Warranty," are each a "written warranty" as defined in the MMWA. *Id.*

86. Despite those written warranties, Whirlpool delivered to Plaintiff and the Class members Ovens equipped with AquaLift that did not conform to Whirlpool's written warranties.

87. Specifically, as alleged herein, Whirlpool warranted that its Ovens equipped with AquaLift could "self-clean" tough baked-on soils from the interior of

an oven in less than one hour, however, the Ovens that Whirlpool delivered to Plaintiff and the Class members could not self-clean as promised.

88. Moreover, pursuant to the “One Year Limited Warranty” on its Ovens, Whirlpool was obligated to “correct defects in materials or workmanship that existed when [each oven] was purchased, or at its sole discretion [to] replace the product.” As alleged herein, Plaintiff provided Whirlpool with *three* opportunities to correct the defects in the AquaLift system, but Whirlpool was unsuccessful because the AquaLift feature is defective and is simply not capable of performing as advertised.

89. Through its failure to tender its Ovens equipped with AquaLift free of defects, as well as its failure to repair Plaintiff’s oven within a reasonable time, Whirlpool breached its written warranties to Plaintiff and the Class members, in violation of the MMWA.

90. As a direct and proximate result of the acts and omissions of Whirlpool as set forth above, Plaintiff and the Class members have been damaged.

91. On May 17, 2016, Plaintiff’s counsel wrote to Whirlpool to provide notice of Whirlpool’s violation of the MMWA and that Plaintiff was acting on behalf of a class of aggrieved persons, as well as to demand, *inter alia*, a cessation of Whirlpool’s false and misleading advertising, compensatory damages, restitution, and disgorgement. A true and correct copy of Plaintiff’s demand letter is attached hereto as **Exhibit B**.

92. Whirlpool has failed to cure its violations of the MMWA within thirty days of Plaintiff's demand letter. As such, Plaintiff and Class members are entitled to damages, costs, and expenses of this suit.

COUNT II

Violations of the Magnuson-Moss Warranty Act (Implied Warranty) (On behalf of the Nationwide Class and the Florida Subclass)

93. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-92 as though fully set forth herein.

94. Under the MMWA, an "implied warranty" is one that "arise[s] under State law . . . in connection with the sale by a supplier of a consumer product." 15 U.S.C. §2301.

95. Plaintiff and the Class members are "consumers," Whirlpool is a "supplier" and "warrantor," and Ovens with AquaLift are "consumer products" as defined by the MMWA. 15 U.S.C. §2301.

96. Under state law, a warranty that goods shall be merchantable is implied in every contract for the sale of goods by a merchant that deals in such goods.

97. Whirlpool is a merchant with respect to kitchen ovens. As such, a warranty that its Ovens equipped with AquaLift were merchantable was implied in the contract of each sale, including to Plaintiff and the Class members.

98. In order to be merchantable, the Ovens with AquaLift, at a minimum, were required to: (a) pass without objection in the trade under the contract description;

(b) be fit for the ordinary purposes for which such goods are used; and (c) conform to the promises or affirmations of fact made on the container.

99. Whirlpool breached the implied warranty on its Ovens with AquaLift because, contrary to Whirlpool's representations, promises, and affirmations of fact, including on each product's label, AquaLift could not "self-clean" the interior of the Ovens.

100. Indeed, the AquaLift feature on the Ovens was defective when such Ovens left the possession of Whirlpool and, as such, could not perform according to Whirlpool's affirmative representations that the system would "self-clean" heavy baked-on soils from the interior of an oven in under one hour. Therefore, the Ovens with AquaLift were not reasonably fit for their intended, anticipated, or reasonably foreseeable use.

101. Accordingly, the Ovens would not: (a) pass without objection in the trade under the contract description; (b) are not fit for the ordinary purposes for which such goods are used; and (c) do not conform to the promises or affirmations of fact made on the container.

102. As a direct and proximate result of Whirlpool's breach of the implied warranty of merchantability, Plaintiff and the Class members have been damaged.

103. On May 17, 2016, Plaintiff's counsel wrote to Whirlpool to provide notice of Whirlpool's violation of the MMWA and that Plaintiff was acting on behalf of a class of aggrieved persons, as well as to demand, *inter alia*, a cessation of

Whirlpool's false and misleading advertising, compensatory damages, restitution, and disgorgement. A true and correct copy of Plaintiff's demand letter is attached hereto as **Exhibit B**.

104. Whirlpool has failed to cure its violations of the MMWA within thirty days of Plaintiff's demand letter. As such, Plaintiff and Class members are entitled to damages, costs, and expenses of this suit, including attorneys' fees based on actual time expended.

COUNT III
Breach of Contract
(On behalf of the Nationwide Class and the Florida Subclass)

105. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-104 as though fully set forth herein.

106. Whirlpool offered to sell the Ovens with AquaLift technology that would "self-clean" heavy baked-on soils from the interior of an oven in under one hour.

107. Plaintiff and the Class members accepted Whirlpool's offer by tendering the asking price for each oven, thereby creating a valid and enforceable contract, supported by valuable consideration, for the sale of a Whirlpool oven with AquaLift technology that would "self-clean" heavy baked-on soils from the interior of the oven in under one hour.

108. Whirlpool breached this contract with Plaintiff and the Class members by delivering a Whirlpool oven equipped with AquaLift that, contrary to the terms of the

contract between Whirlpool on the one hand and Plaintiffs and the Class members on the other, was incapable of “self-cleaning.”

109. As a result of Whirlpool’s breach of contract, Plaintiff and the Class members suffered damages.

COUNT IV

Breach of Express Warranty (On behalf of the Nationwide Class and the Florida Subclass)

110. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-109 as though fully set forth herein.

111. Whirlpool designed, manufactured, advertised, distributed, and sold the Ovens equipped with AquaLift.

112. In connection with each sale of a Whirlpool kitchen oven equipped with AquaLift, Whirlpool made certain affirmations of fact and promises relating to its Ovens specifically, that the AquaLift technology would “self-clean” heavy baked-on soils from the interior of the oven in less than one hour.

113. Whirlpool’s affirmations of fact and promises relating to its Ovens became part of the basis of the bargain and created an express warranty that Whirlpool Ovens equipped with AquaLift would conform to Whirlpool’s affirmations and promises.

114. Whirlpool’s express warranty regarding the benefits of AquaLift extends directly to consumers like Plaintiff and the Class members, who are intended third-

party beneficiaries of any contract between Whirlpool and the retailers where Ovens with AquaLift were sold.

115. Whirlpool breached its express warranty by delivering Ovens with AquaLift that, contrary to the terms of the express warranty, could not “self-clean.”

116. Whirlpool’s breach of its express warranty directly and proximately caused damages to Plaintiff and the Class members.

117. All conditions precedent to this claim, including notice, have been satisfied.

COUNT V

Breach of Implied Warranty of Merchantability (On behalf of the Nationwide Class and the Florida Subclass)

118. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-117 as though fully set forth herein.

119. Whirlpool is a merchant with respect to kitchen ovens. As such, a warranty that its Ovens with AquaLift were merchantable and was implied in the contract of each sale, including to Plaintiff and the Class members.

120. In order to be merchantable, Ovens with AquaLift, at a minimum, were required to: (a) pass without objection in the trade under the contract description; (b) be fit for the ordinary purposes for which such goods are used; and (c) conform to the promises or affirmations of fact made on the container.

121. Whirlpool breached the implied warranty on its Ovens with AquaLift because, contrary to Whirlpool’s representations, promises, and affirmations of fact,

including on each product's label, AquaLift could not "self-clean" heavy baked-on soils from the interior of the Ovens.

122. Indeed, the AquaLift technology in the Ovens was as defective when such Ovens left the possession of Whirlpool and, as such, could not perform according to Whirlpool's affirmative representations that the system would "self-clean" heavy baked-on soils from the interior of an oven in under one hour. Therefore, the Ovens with AquaLift were not reasonably fit for their intended, anticipated, or reasonably foreseeable use.

123. Accordingly, the Ovens with AquaLift would not (a) pass without objection in the trade under the contract description; (b) are not fit for the ordinary purposes for which such goods are used; and (c) do not conform to the promises or affirmations of fact made on the container.

124. Whirlpool's breach of its implied warranty directly and proximately caused damages to Plaintiff and the Class members.

125. Whirlpool's implied warranty regarding the benefits of AquaLift extends directly to consumers like Plaintiff and the Class members, who are intended third-party beneficiaries of any contract between Whirlpool and the retailers where The Ovens with AquaLift are sold.

COUNT VI

Unjust Enrichment (On behalf of the Nationwide Class and the Florida Subclass)

126. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-125 as though fully set forth herein.

127. This claim is pled in the alternative.

128. In reliance on Whirlpool's false and misleading advertising campaign for the defective AquaLift technology, Plaintiff and the Class members conferred a monetary benefit on Whirlpool.

129. As such, Whirlpool has been unjustly enriched at the expense of Plaintiff and the Class members.

130. Specifically, through its false and misleading advertising campaign, as alleged more fully herein, Whirlpool has unlawfully received money and other benefits at the expense of Plaintiff and the Class members.

131. Whirlpool's receipt and retention of this financial benefit is unfair and improper under the circumstances.

132. Therefore, Whirlpool should be ordered to disgorge its ill-gotten gains.

133. Plaintiff and the Class members have no adequate remedy at law.

COUNT VII

Violation of the MCPA (On behalf of the Nationwide Class)

134. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-133 as though fully set forth herein.

135. Plaintiff is a “person” and Whirlpool’s conduct complained of herein constitutes “trade or commerce” as defined by the MCPA. M.C.L.A. §445.902.

136. The MCPA declares that “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce are unlawful[.]”

137. Whirlpool’s false and misleading advertising campaign, as described more fully herein, is an unfair, unconscionable, and/or deceptive method, act, or practice in the conduct of trade, which violates the MCPA in the following ways:

(a) Representing that the Ovens with AquaLift have characteristics, uses, and benefits, that they do not have, M.C.L.A. §445.903(1)(c);

(b) Advertising the Ovens with AquaLift with the intent not to sell them as advertised, M.C.L.A. §445.903(1)(g);

(c) Failing to reveal a material fact – that AquaLift does not function as advertised – the omission of which tends to mislead or deceive consumers, and which fact could not reasonably be known by consumers, M.C.L.A. §445.903(1)(s);

(d) Making a representation of fact or statement of fact material to the transaction – *i.e.* that AquaLift has the capability to “self-clean” the inside of a Whirlpool oven in less than one hour – such that a person reasonably believes the

represented or suggested state of affairs to be other than it actually is, M.C.L.A. §445.903(1)(bb); and

(e) Failing to reveal facts that are material to the transaction – *i.e.* that AquaLift does not perform as advertised – in light of representations of fact made in a positive manner, M.C.L.A. §445.903(1)(cc).

138. Plaintiff and the Nationwide Class members have been substantially injured by Whirlpool’s unfair and deceptive practices in that they were exposed to and relied on Whirlpool’s misrepresentations of material fact regarding the AquaLift feature, including that AquaLift would “self-clean” heavy baked-on soils from the inside of an oven in less than one hour. Based on their reasonable reliance on Whirlpool’s misrepresentation, Plaintiff and the Nationwide Class members purchased the Ovens that did not possess the capabilities that Whirlpool represented.

139. The damages suffered by Plaintiff and the Nationwide Class were directly and proximately caused by the deceptive, misleading, and unfair practices of Whirlpool, as more fully described herein. Indeed, Plaintiff and the Nationwide Class members would not have purchased the Ovens with AquaLift, or would not have paid as much as they did, but for Whirlpool’s false and misleading advertising.

140. Pursuant to M.C.L.A. §445.911(1) & (3), Plaintiff and the Nationwide Class members seek damages and a declaratory judgment and Court Order enjoining the above-described wrongful acts and practices of Whirlpool and for restitution and disgorgement.

141. Additionally, pursuant to M.C.L.A. §445.911(5), Plaintiff and the Nationwide Class respectfully request that Whirlpool be ordered to bear the costs of Class notice.

COUNT VIII

Violation of the FDUTPA (On behalf of the Florida Subclass)

142. Plaintiff realleges and incorporates by reference the allegations in ¶¶1-141 as though fully set forth herein.

143. The stated purpose of the FDUTPA is to “protect the consuming public . . . from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. §501.202(2).

144. Plaintiff is a “consumer,” the Ovens with AquaLift are “goods,” and Whirlpool is engaged in “trade or commerce” within the meaning of the statute. Fla. Stat. §501.203.

145. Fla. Stat. §501.204(1) declares unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. §501.204(2) provides that in construing the foregoing subsection, “due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to [section] 5(a)(1) of the Federal Trade Commission Act.”

146. Whirlpool's advertising campaign for the defective AquaLift feature is an unfair and deceptive practice that is likely to mislead – and has misled – consumers acting reasonably under the circumstances and, thus, Whirlpool's advertising campaign offends public policies and is immoral, unethical, unscrupulous, and substantially injurious to consumers.

147. Plaintiff and the Florida Subclass members have been substantially injured by Whirlpool's unfair and deceptive practices in that they were exposed to and relied on Whirlpool's misrepresentations of material fact regarding the AquaLift feature, including that AquaLift "self-cleans" heavy baked-on soils from the inside of an oven in less than one hour. Based on their reasonable reliance on Whirlpool's misrepresentation, Plaintiff and the Florida Subclass members purchased the Ovens that did not possess the capabilities that Whirlpool represented.

148. The damages suffered by Plaintiff and the Florida Subclass were directly and proximately caused by the deceptive, misleading, and unfair practices of Whirlpool, as more fully described herein. Indeed, Plaintiff and the Florida Subclass members would not have purchased the Ovens with AquaLift, or would not have paid as much as they did, but for Whirlpool's false and misleading advertising.

149. Pursuant to Fla. Stat. §501.211(1), Plaintiff and the Florida Subclass members seek a declaratory judgment and Court Order enjoining the above-described wrongful acts and practices of Whirlpool and for restitution and disgorgement.

150. Additionally, pursuant to Fla. Stat. §§501.211(2) and 501.2105, Plaintiff and the Florida Subclass assert claims for damages, fees, and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for a judgment in her favor and in favor of the Class as follows:

A. Determining that this action is a proper class action, designating Plaintiff as Lead Plaintiff and certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure and appointing Robbins Geller Rudman & Dowd LLP as Class counsel;

B. Awarding temporary, preliminary, and permanent declaratory, injunctive, and other equitable relief, including, but not limited to, enjoining Whirlpool from continuing its false, deceptive, and misleading advertising campaign for AquaLift;

C. Ordering Whirlpool to engage in a corrective advertising campaign;

D. Awarding Plaintiff and the Class damages, including punitive damages and interest thereon;

E. Awarding disgorgement of Whirlpool's revenues to Plaintiff and the other Class members;

F. Directing Whirlpool to identify, with this Court's supervision, victims of its conduct and to pay them restitution;

G. Awarding Plaintiff attorneys' fees and costs; and

H. Providing any and all further legal and equitable relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff respectfully demands trial by jury on all issues so triable.

Respectfully submitted,

BY: /s/ E. Powell Miller
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*Attorneys for Plaintiff and the Proposed
Class*

DATED: June 27, 2016

INDEX OF EXHIBITS

| Exhibit | Description |
|---------|--|
| A | List of Known Model Numbers of Whirlpool Appliances featuring the falsely advertised AquaLift System |
| B | Plaintiff's Demand Letter |

EXHIBIT A

Whirlpool AquaLift Ovens (57)

| Description | Model Number |
|---|---------------------|
| 5.8 cu. ft. Front-Control Gas Stove with Fan Convection | WEG730H0DS |
| 5.8 cu. ft. Front-Control Gas Stove with Fan Convection | WEG730H0DW |
| 5.8 cu. ft. Front-Control Gas Stove with Fan Convection | WEG730H0DB |
| 6.4 Cu. Ft. Slide-In Electric Range with True Convection | WEE745H0FS |
| 6.2 cu. ft. Front-Control Electric Stove with Fan Convection | WEE730H0DS |
| 6.4 Cu. Ft. Slide-In Electric Range with True Convection | WEE745H0FH |
| 6.4 Cu. Ft. Slide-In Electric Range with True Convection | WEE745H0FE |
| 6.2 cu. ft. Front-Control Electric Stove with Fan Convection | WEE730H0DW |
| 6.2 cu. ft. Front-Control Electric Stove with Fan Convection | WEE730H0DB |
| 6.7 Cu. Ft. Electric Double Oven Range with True Convection | WGE745C0FH |
| 6.7 Cu. Ft. Electric Double Oven Range with True Convection | WGE745C0FE |
| 6.7 Cu. Ft. Electric Double Oven Range with True Convection | WGE745C0FS |
| 6.2 cu. ft. Front-Control Electric Range with AccuBake® System | WEC530H0DS |
| 6.2 cu. ft. Front-Control Electric Range with AccuBake® System | WEC530H0DB |
| 6.2 cu. ft. Front-Control Electric Range with AccuBake® System | WEC530H0DW |
| 5.8 Cu. Ft. Freestanding Gas Range with AquaLift® Self-Cleaning Technology | WFG715H0ES |
| 5.8 Cu. Ft. Freestanding Gas Range with AquaLift® Self-Cleaning Technology | WFG715H0EH |
| 5.8 Cu. Ft. Freestanding Gas Range with AquaLift® Self-Cleaning Technology | WFG715H0EE |
| 6.4 Cu. Ft. Freestanding Electric Range with True Convection | WFE745H0FH |
| 6.4 Cu. Ft. Freestanding Electric Range with True Convection | WFE745H0FS |
| 6.4 Cu. Ft. Freestanding Electric Range with True Convection | WFE745H0FE |
| Whirlpool Gold® 6.2 cu. ft. Capacity Electric Range with True Convection Cooking System | WFE710H0AH |
| Whirlpool Gold® 6.2 cu. ft. Capacity Electric Range with True Convection Cooking System | WFE710H0AE |
| 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology | WFE540H0EH |
| 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology | WFE540H0ES |
| 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology | WFE540H0EE |
| 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology | WFE540H0EB |
| 6.4 Cu. Ft. Freestanding Electric Range with AquaLift® Self-Cleaning Technology | WFE540H0EW |
| Whirlpool Gold® 5.8 cu. ft. Capacity Gas Range with Rapid Preheat option | WFG710H0AE |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with AquaLift® Self-Clean Technology | WFG540H0AB |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with AquaLift® Self- | WFE540H0AS |

| | |
|---|------------|
| Clean Technology | |
| 6.2 cu. ft. Front-Control Electric Range with True Convection | WEE760H0DE |
| 5.8 cu. ft. Front-Control Gas Range Plus True Convection | WEG760H0DS |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with AquaLift® Self-Clean Technology | WFE540H0AE |
| Whirlpool Gold® 5.8 cu. ft. Capacity Gas Range with Rapid Preheat option | WFG710H0AS |
| 5.8 cu. ft. Front-Control Gas Range Plus True Convection | WEG760H0DH |
| Whirlpool Gold® 5.8 cu. ft. Capacity Gas Range with Rapid Preheat option | WFG710H0AH |
| 5.8 cu. ft. Front-Control Gas Range Plus True Convection | WEG760H0DE |
| 6.2 cu. ft. Front-Control Electric Range with True Convection | WEE760H0DS |
| 6.2 cu. ft. Front-Control Electric Range with True Convection | WEE760H0DH |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with AquaLift® Self-Clean Technology | WFG540H0AS |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with AquaLift® Self-Clean Technology | WFG540H0AW |
| Whirlpool Gold® 6.2 cu. ft. Capacity Electric Range with Rapid Preheat | WFE720H0AS |
| Whirlpool Gold® 6.2 cu. ft. Capacity Electric Range with True Convection Cooking System | WFE710H0AS |
| Whirlpool Gold® 6.2 cu. ft. Capacity Electric Range with 12"/9"/6" Triple Radiant Element | WFE714HLAS |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with AquaLift® Self-Clean Technology | WFE540H0AB |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with TimeSavor™ Plus True Convection Cooking System | WFG714HLAB |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with AquaLift® Self-Clean Technology | WFE540H0AH |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with AquaLift® Self-Clean Technology | WFE540H0AW |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with TimeSavor™ Plus True Convection Cooking System | WFG714HLAS |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with 12"/9"/6" Triple Radiant Element | WFE714HLAW |
| Whirlpool® 6.2 cu. ft. Capacity Electric Range with 12"/9"/6" Triple Radiant Element | WFE714HLAB |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with TimeSavor™ Plus True Convection Cooking System | WFG714HLAW |
| Whirlpool® 5.8 cu. ft. Capacity Gas Range with AquaLift® Self-Clean Technology | WFG540H0AE |
| Whirlpool Gold® 6.2 cu. ft. Capacity Induction Range with True Convection Cooking System | WFI910H0AS |

Maytag AquaLift Ovens (28)

| Description | Model Number |
|---|---------------------|
| 6.2 cu. ft. Capacity Electric Range with Triple-Choice™ Elements | MER8775AB |
| 6.2 cu. ft. Capacity Electric Range | MER8880AB |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ element | MER8670AB |
| 6.2 cu. ft. Capacity Electric Range with Triple-Choice™ Elements | MER8775AS |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ True Convection and Power Preheat | MGR8880AS |
| 6.2 cu. ft. Capacity Electric Range | MER8880AS |
| 6.2 cu. ft. Capacity Electric Range with Precision Cooking™ System | MER8680BB |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ element | MER8670AS |
| 5.8 cu. ft. capacity gas range with two Power Cook burners | MGR8670AS |
| 6.2 cu. ft. Capacity Induction Range with EvenAir™ True Convection | MIR8890AS |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ and Speed Heat™ elements | MER8674AW |
| 6.2 cu. ft. Capacity Electric Range with Triple-Choice™ Elements | MER8775AW |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ True Convection and Power Preheat MGR8880AB | MGR8880AB |
| 5.8 cu. ft. capacity gas range with two Power Cook burners | MGR8670AB |
| 6.2 cu. ft. Capacity Electric Range with Precision Cooking™ System | MER8680BW |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ True Convection and Power Preheat | MGR8880AW |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ and Speed Heat™ elements | MER8674AS |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ Convection | MGR8775AW |
| 6.2 cu. ft. Capacity Electric Range | MER8880AW |
| 6.2 cu. ft. Capacity Electric Range with Precision Cooking™ System | MER8680BS |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ and Speed Heat™ elements | MER8674AB |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ Convection | MGR8775AS |
| 6.2 cu. ft. capacity electric range with Dual-Choice™ element | MER8670AW |
| 5.8 cu. ft. Capacity Gas Range with EvenAir™ Convection | MGR8775AB |
| 5.8 cu. ft. Capacity Gas Range with 17,000-BTU Speed Heat™ Burner | MGR8674AW |
| 5.8 cu. ft. Capacity Gas Range with 17,000-BTU Speed Heat™ Burner | MGR8674AS |
| 5.8 cu. ft. Capacity Gas Range with 17,000-BTU Speed Heat™ Burner | MGR8674AB |
| 5.8 cu. ft. capacity gas range with two Power Cook burners | MGR8670AW |

KitchenAid AquaLift Ovens

| Description | Model Number |
|--|---------------------|
| 30-Inch 4-Element Induction Freestanding Range, Architect® Series II | KIRS608BSS |

Jenn-Air AquaLift Ovens

| Description | Model Number |
|--------------------|---------------------|
| 30" Gas Range | JGS1450DS |

EXHIBIT B

**Robbins Geller
Rudman & Dowd LLP**

Atlanta
Boca Raton

Chicago
Manhattan

Melville
Nashville

Philadelphia
San Diego

San Francisco
Washington, DC

Mark S. Reich
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May 17, 2016

VIA OVERNIGHT DELIVERY

Mr. Jeff M. Fettig, CEO
Whirlpool
2000 North M-63
Benton Harbor, MI, 49022-2692

Ms. Kristen Hewitt, General Counsel
Whirlpool
2000 North M-63
Benton Harbor, MI, 49022-2692

Re: *Toby Schechner v. Whirlpool Corporation*

Dear Mr. Fettig and Ms. Hewitt:

We represent Toby Schechner (“Ms. Schechner”), a Florida resident who acquired Whirlpool Corp.’s 6.2 Cu. Ft. Electric Range Oven, model number WFE540H0AH with AquaLift™ self-clean technology (“AquaLift”) in November 2014.

We write on behalf of Ms. Schechner and a class of consumers nationwide who purchased or own Whirlpool-manufactured ovens with AquaLift (the “Whirlpool Ovens”) and (the “Class”) to make a demand for damages and injunctive relief for violations of the Magnuson-Moss Warranty Act (“MMWA”), various warranty and consumer fraud statutes – including, but not limited to, the Michigan Consumer Law (“MCL”), the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the Michigan Consumer Protection Act (“MCPA”), and the Florida Code of Commercial Relations (“FCCR”) – as well as other common law claims. Ms. Schechner contends that Whirlpool violated express and implied product warranties, the MMWA, and States’ consumer protection statutes – including the MCL, MCPA, FCCR and FDUTPA – by falsely representing the functions and capabilities of the Whirlpool Oven AquaLift technology.

This pre-suit letter echoes the complaints and notice regarding the ineffectiveness or inoperability of Aqualift that was relayed: (a) directly to Whirlpool; (b) to Whirlpool through Lowe’s representatives; and/or (c) to Whirlpool through its authorized repair agents and representatives. Whirlpool has failed to warn Ms. Schechner and other consumers that the Whirlpool AquaLift technology would not, could not, and does not work as warranted and advertised. Whirlpool violated and continues to violate the statutes and common law asserted above by engaging in the following practices:

- (a) Representing that the Whirlpool Ovens with AquaLift technology have characteristics and benefits which they do not, *i.e.*, that the AquaLift technology effectively self-cleans the Whirlpool Ovens, and otherwise works as advertised;

Jeff M. Fettig, CEO
Kristen Hewitt, General Counsel
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- (b) Representing that the Whirlpool Ovens with AquaLift technology are of a particular standard, quality, or grade, which they are not, *i.e.* that the AquaLift technology effectively self-cleans Whirlpool Ovens, let alone, in less than 50 minutes as promised in Whirlpool's advertising;
- (c) Advertising or marketing the AquaLift Whirlpool Ovens with the intent not to sell the products as advertised;
- (d) Representing that the Whirlpool Ovens with AquaLift have been supplied in accordance with previous representations, when they have not; and
- (e) Failing to warn or disclosure to purchasers of the Whirlpool Ovens that the AquaLift technology would not, could not, and does not work as advertised.

Based on information obtained as of the issuance of this letter, Whirlpool features the AquaLift in the marketing or advertising of the Whirlpool Ovens, encompassing 43 Whirlpool-manufactured ovens to consumers, under multiple brand names.¹ Whirlpool distinguishes these ovens by highlighting and stressing AquaLift, as a key feature and critical attribute, noting that the AquaLift is an "exclusive" technology, is "first of its kind," and was developed to directly address consumer dissatisfaction. What is more, Whirlpool seeks to induce or persuade consumers to purchase the Whirlpool Ovens through advertising slogans, which include, but are not limited to: (a) "Get odor-free cleaning without harsh chemicals in only 50 minutes"; (b) "When it's time for cleanup, AquaLift self-cleaning technology helps you wipe away messes in your slide-in electric range/or gas stove without harsh chemicals or odors"; and (c) "At the end of the meal, this self-cleaning oven's AquaLift self-cleaning technology delivers odor-free oven cleaning without chemicals in only 50 minutes."

AquaLift has failed to, and does not, perform as advertised. For example, in Ms. Schechner's experience, which is consistent with the experiences of legions of Class members, she was unable to use AquaLift as advertised and/or instructed. When she relayed her concern or complaint about the AquaLift's inability to perform directly with Whirlpool in or around September

¹ Information obtained through the Whirlpool website at: <http://www.whirlpool.com/webapp/wcs/stores/servlet/WHRORNAjaxCatalogSearchView?storeId=10211&catalogId=10561&langId=-1&beginIndex=0&searchTerm=aqualift> (last visited May 13, 2016). Note that, based on publicly available information, Whirlpool Ovens with the AquaLift technology are sold under a variety of private label brands (*e.g.*, Maytag, KitchenAid, and Jenn-Air) and that it is unclear, as of the issuance of this letter, as to whether the 43 listed models represents the full scope of Whirlpool Ovens sold under a private label or if the list is *in addition* to the private label models.

Robbins Geller
Rudman & Dowd LLP

Jeff M. Fettig, CEO
Kristen Hewitt, General Counsel
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2015, she was advised by Whirlpool to manually clean the oven with cleaning supplies rather than using the AquaLift technology she paid for. On multiple subsequent occasions, in or about August and September 2015, Ms. Schechner requested service on the AquaLift feature of her oven from Whirlpool and Lowe's. However, during these multiple service inspections, agents of Whirlpool and Lowe's were unable to make the Whirlpool AquaLift technology work. In fact, after failing to fix the AquaLift, the agents explained to Ms. Schechner that "the AquaLift does not clean." The inoperability of the AquaLift forced Ms. Schechner to purchase a new oven, without the AquaLift technology, at her own expense. During the return and exchange of the non-functioning AquaLift, a Lowe's Appliance Manager informed Ms. Schechner that "every person who has bought this AquaLift Oven has complained about the AquaLift not working."

It is clear that Whirlpool knew, or should have known, that its representations, warranties, and advertisements regarding AquaLift were unsubstantiated, false, and misleading. Accordingly, Ms. Schechner hereby demands that Whirlpool rectify the actions described above by immediately ceasing its misleading advertising and marketing campaign and engaging in a corrective campaign to inform consumers of its use of illegal advertising. Additionally, Ms. Schechner hereby demands that Whirlpool provide complete monetary relief to her and the Class members related to the inability of the AquaLift to perform as advertised and warranted, and that Whirlpool provide restitution and disgorgement to her and all Class members. Ms. Schechner hereby demands further that Whirlpool agree to be bound by its legal obligation and to give notice to all Class members of its intent to do so.

We await your response.

Very truly yours,



MARK S. REICH

cc: Ms. Toby Schechner
Scott Harford, Esq.
Paul J. Geller, Esq.
Samuel H. Rudman, Esq.
Stuart Davidson, Esq.