

CANADA

PROVINCE OF ONTARIO

Newmarket

MARTH BONANNO

Plaintiff

-and-

MAYTAG CORPORATION and MAYTAG LIMITED

Defendants

SUPERIOR COURT OF JUSTICE

No. 73139/04

CANADA

PROVINCE OF QUEBEC

District of Quebec

ANDRÉE ASSELIN

Petitioner

-and-

MAYTAG CORPORATION and MAYTAG LIMITED

Respondents

SUPERIOR COURT OF QUEBEC

(Class Action)

No. 200-06-000041-049

CANADA

PROVINCE OF BRITISH COLUMBIA

Vancouver

MICHAEL FRANCIS WILCOX

Plaintiff

-and-

MAYTAG CORPORATION et MAYTAG LIMITED

SUPREME COURT

No. S045140

**NOTICE OF HEARING FOR CERTIFICATION AND APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENTS**

**IN THE MATTER OF MAYTAG FRONT-LOAD WASHING MACHINE CLASS
ACTION LITIGATION IN ONTARIO, BRITISH COLUMBIA AND QUEBEC**

PLEASE READ THIS NOTICE CAREFULLY, IT MAY AFFECT YOUR LEGAL RIGHTS

TO: All persons or entities who purchased or acquired in Canada residential Maytag Front-Load Washing Machines, including Maytag model numbers MLE2000AYW, MLE2000AWW, MLE2000AZW, MLG2000AWW (GAS STACK UNIT), MLG2000AXW, MAH3000AAW, MAH3000AEW, MAH3000AGW, MAH3000AWA, MAH3000AWW, MAH3000BGW, MAH4000AWW, MAH4000BWW, MAH4000AWQ, MAH4000BWQ, MAH5500AWW, MAH5500BWW, MAH5500BWQ, MAH55FLBWW, MAH55FLBWQ, MAH6500AWW, MAH6500AWQ, MAH7500AWW, MAH7500AWQ, MAH7550AAW and MAH7550AGW (hereinafter "Maytag Front-Load Washing Machines") between April 1, 1997 and May 15, 2005.

PURPOSE OF THIS NOTICE

Class Proceeding lawsuits have been initiated in Ontario, British Columbia and Quebec in which it is alleged that the Defendants, Maytag Corporation and Maytag Limited, were negligent in the design, manufacture, marketing, sale and/or servicing of Maytag Front-Load Washing Machines, specifically that there are problems with: i) odour, mould or mildew; ii) the door latch/wax motor; iii) the motor control; and iv) related circuit board failures. Maytag denies these

allegations, and contends that since Maytag Front-Load Washing Machines went into production in April 1997, Maytag has always attempted to put the customer first and satisfy any concerns presented by customers relating to the Neptune washer and its other product lines. Maytag's position is that when any of the problems raised in the lawsuits were first made known to Maytag, Maytag voluntarily attempted to address the customer concerns and developed ways to improve or repair the Neptune. Maytag's efforts to satisfy Neptune customers began years prior to any lawsuits being filed against Maytag. Following up on Maytag's extensive efforts to provide greater additional benefits to Class Members, Maytag agreed to settle these Class Proceeding lawsuits.

A Settlement Agreement has been reached between the Plaintiffs (the parties who brought the lawsuit) and the Defendants. Under the terms of the Settlement Agreement, Class Members will be eligible for compensation if they have previously incurred certain expenses in repairing or replacing their Maytag Front-Load Washing Machines. Maytag will also undertake certain repairs at no charge to Class Members or will issue certificates contributing toward the purchase of a new machine.

To review the complete terms and conditions of the Settlement Agreement, you may consult the Settlement Agreement on Class Counsel's website at www.classaction.ca. You may also contact Class Counsel for a full copy of the Settlement Agreement at a cost of \$20, which amount represents the costs of photocopying and mailing the Settlement Agreement.

In addition to the Settlement Benefits, the Defendants will pay all Class Counsel legal fees and expenses, and costs of notice and claims administration. Class Counsel shall seek approval of the Courts in Ontario, Quebec and British Columbia for legal fees in the amounts of \$205,000, \$75,000, and \$70,000 respectively, plus applicable taxes.

Certification and Settlement approval hearings have been scheduled for: June 24, 2005 at 10:00 a.m., at 50 Eagle Street West, Newmarket, Ontario, L3Y 6B1; June 27, 2005 at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1; and July 6, 2005 at 9:15 a.m., room 3.33, at Palais de Justice de Quebec, 300, boul. Jean-Lesage, Quebec, QC, G1K 8K6. At these hearings the courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of Class Members. All timely filed written submissions from Class Members will be considered at this time. If the Settlement Agreement is approved, the courts will certify the action against the Defendants and the fee requests of Class Counsel will be determined by the respective courts.

If you wish to comment on or make an objection to the Settlement Agreement, a written submission should be delivered to Class Counsel at the addresses listed below, no later than June 17, 2005. Class Counsel will forward all such submissions to the Court. If you do not timely file a written submission you will not be entitled to participate in the hearing and you will have no standing to later file an appeal should the Settlement Agreement be approved. Should the Settlement Agreement receive final approval, further Notices will be published at www.classaction.ca, and will be disseminated pursuant to the terms of the Settlement Agreement.

RELEASE OF CLAIMS AND THE EFFECT ON OTHER PROCEEDINGS

If the Settlement Agreement receives court approval, you will be bound by the terms of the Settlement Agreement unless you "opt out". This means that you will not be able to bring or maintain any other claim or legal proceeding against any of the Defendants in connection with i) odour, mould or mildew; ii) the door latch/wax motor; iii) the motor control; and/or iv) circuit board failures in Maytag Neptune Front-Load Washing Machines unless you "opt out". A further Notice will be published specifying the procedures by which you may "opt out" and the deadline for doing so.

CLASS COUNSEL

The law firm of *Siskind, Cromarty, Ivey & Dowler^{LLP}*, represents the Class in Ontario along with all Class Members in provinces other than British Columbia and Quebec and can be reached toll-free at 1-800-461-6166 ext. 288.

The law firm of *Poyner Baxter LLP* represents the Class in British Columbia and can be reached at 604-988-6321.

The law firm of *Siskinds Desmeules* represents the Class in Quebec and can be reached at 418-694-2009.

INTERPRETATION

If there is a conflict between the provisions of this Notice and the Settlement Agreement and its appendices, the terms of the Settlement Agreement shall prevail.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA AND THE QUEBEC (COUR SUPÉRIEURE) SUPERIOR COURT.