

Canada

Province of Ontario

Province of Quebec

Province of British Columbia

In re: Maytag Front-Load Washing Machine Canada-Wide Class Proceedings

This Agreement relates to the Class Proceedings Settlement

<p>MARTHA BONANNO Plaintiff and MAYTAG CORPORATION and MAYTAG LIMITED Defendants</p>	<p>PROVINCE OF ONTARIO Ontario Superior Court of Justice Newmarket, Ontario Court File No.: 73139/04</p>
<p>ANDRÉE ASSELIN Petitioner v. MAYTAG CORPORATION and MAYTAG LIMITÉE Respondents</p>	<p>PROVINCE OF QUEBEC Superior Court of Quebec, District of Quebec (Proceedings) No.: 200-06-000041-049</p>
<p>MICHAEL FRANCIS WILCOX Plaintiff and MAYTAG CORPORATION and MAYTAG LIMITED Defendants</p>	<p>PROVINCE OF BRITISH COLUMBIA Supreme Court of British Columbia Vancouver, British Columbia Court File No.: S045140</p>

**CANADA-WIDE
MAYTAG FRONT-LOAD WASHING MACHINE
LITIGATION SETTLEMENT AGREEMENT**

CANADA-WIDE MAYTAG FRONT-LOAD WASHING MACHINE LITIGATION SETTLEMENT AGREEMENT

PREAMBLE & RECITALS

Martha Bonanno, in her capacity as the plaintiff in Ontario Court File No. 73139/04 CP (Newmarket), Andrée Asselin, in her capacity as the plaintiff in Quebec Court File No. 200-06-000041-049, and Michael Francis Wilcox, in his capacity as the plaintiff in British Columbia Court File No. S045140 (collectively, the "Proceedings"), and the defendants, Maytag Corporation and Maytag Limited ("Defendants") (collectively, the "Parties"), hereby enter into this settlement agreement (the "Agreement") providing for the settlement of claims relating to: i) odour, mould or mildew; ii) the door latch/wax motor; iii) the motor control; and iv) related circuit board failures in the Maytag Front-Load Washing Machines pursuant to the terms and conditions set forth herein, subject to approval of the Courts as set forth herein;

WHEREAS the Parties intend by this Agreement to fully and finally compromise and resolve all past, present and future claims of Class Members¹ relating to i) odour, mould or mildew; ii) the door latch/wax motor; iii) the motor control; and iv) related circuit board failures of Maytag Front-Load Washing Machines purchased in Canada during the Class Period;

WHEREAS the Defendants have represented that approximately 142,000 Maytag Front-Load Washing Machines have been sold in Canada during the Class Period;

WHEREAS the Parties shall seek class certification and approval of this Agreement in each Proceeding at the same time, or as close thereto as reasonably possible;

WHEREAS save and except for the Quebec Class and the British Columbia Class, certification of a national class shall be sought in the Ontario Superior Court of Justice based on the substantial connections of Ontario with the facts giving rise to the actions referred to herein;

¹ Capitalized terms shall have the meaning ascribed to such terms in Section 1 of this Agreement.

WHEREAS the Defendants enter into this Agreement on the condition that a valid and binding national class shall be certified by the Ontario Superior Court of Justice for all Class Members not residing in Quebec or British Columbia who have purchased Maytag Front-Load Washing Machines in Canada during the Class Period, and that all Class Claims by all such persons or entities shall be included in such national class and shall be satisfied and compromised by this Agreement subject only to those who opt out, and further, it is acknowledged that the Defendants would not have entered into this Agreement if not for the truth and accuracy of the foregoing, and that in the event that a national class is not certified or this Agreement is not approved by the Courts of Ontario, Quebec, and British Columbia as contemplated by this Agreement, this Agreement shall be null and void;

WHEREAS the Plaintiffs' counsel, namely the law firms Siskind, Cromarty, Ivey & Dowler^{LLP}, Poyner Baxter LLP, and Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc), have conducted settlement negotiations with the Defendants;

WHEREAS the Defendants, notwithstanding this Agreement, have denied and continue to deny any wrongdoing or liability of any kind to Class Members for the Class Claims or any claims that could have been brought in the Proceedings;

WHEREAS the Defendants further contend that since Maytag Front-Load Washing Machines went into production in April 1997, the Defendants have always attempted to put the customer first and satisfy any concerns presented by customers relating to the Neptune washer and its other product lines. The Defendants' position is that when any of the problems raised in the litigation were first made known to the Defendants, the Defendants voluntarily attempted to address the customer concerns and developed ways to improve or repair the Neptune. The Defendants' efforts to satisfy Neptune customers began years prior to any lawsuits being filed against Maytag. Following up on the Defendants' extensive efforts to service all Class Claims

and to provide greater additional benefits to Class Members, the Defendants agreed to settle these Proceedings.

WHEREAS the Parties agree that Class Members have the right to exclude themselves from the Proceedings by exercising the right to opt out;

WHEREAS the Plaintiffs and Class Counsel have concluded that this Agreement provides substantial benefits to Class Members and is fair, reasonable, and in the best interests of Class Members based on an analysis of the facts and the law applicable to claims of Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Agreement of resolving the claims of Class Members;

WHEREAS the Defendants have similarly concluded, notwithstanding their belief that numerous factual and legal defences to the claims alleged in the Proceedings are valid, that this Agreement will benefit their customers, avoid the time, risks and expense of defending multiple and protracted litigation, avoid further business distraction and diversion of corporate resources to the Proceedings, and resolve finally and completely the pending and potential claims of Plaintiffs and Class Members;

WHEREAS the Parties have engaged in extensive, arms-length negotiations through counsel with substantial experience in complex class proceedings that have resulted in this Agreement resolving all disputes between the Parties, pending final approval by the courts; and

WHEREAS the Parties intend by this Agreement to resolve, terminate and finally conclude any and all Released Claims under the terms of this Agreement, and to provide to the

Released Persons the complete release of all Class Claims by Plaintiffs and the Class Members;

NOW THEREFORE, the Parties stipulate and agree that any and all Released Claims shall be finally settled and resolved on the terms and conditions set forth in this Agreement, and that the Proceedings shall be compromised and settled without costs against the Plaintiffs or Class Members or Defendants, subject to the Courts' approval of the proposed settlement as fair, reasonable and adequate pursuant to applicable law.

This Agreement includes exhibits to be submitted to the Courts for approval ("Exhibits").

DEFINITIONS

1. The following words and phrases shall have the following meanings in this Agreement, including all of the Exhibits hereto. Terms used in the singular shall be deemed to include the plural, and vice versa.
 - (a) **"Adequate Proof"** shall mean a repair bill, invoice, service report, receipt, credit card statement, cleared cheque or similar proof of payment.
 - (b) **"Agreement"** or **"Settlement"** shall mean this Settlement Agreement, including all Exhibits substantially in the form as attached to the Agreement.
 - (c) **"Appliance Purchase Certificates"** shall mean those certificates issued to Class members pursuant to Section 11 of this Agreement.
 - (d) **"Approval Notice Date"** shall mean the first date on which the Notice of Approval Orders is given to the Class Members.
 - (e) **"Approval Orders"** shall mean the Orders of the Courts which certify the Proceedings as class proceedings and approve this Settlement Agreement.

- (f) **“Authorized Claim”** shall mean a timely claim submitted by an Eligible Claimant that complies with the settlement claim requirements.
- (g) **“British Columbia Class”** shall mean all persons and legal entities located in British Columbia who have purchased or acquired a Maytag Front-Load Washing Machine or Neptune Stackable Combination during the Class Period.
- (h) **“British Columbia Proceeding”** shall mean the Supreme Court of British Columbia Court File No. S045140 Vancouver Registry.
- (i) **“Business Days”** shall mean any day except a Saturday, Sunday, or other day on which commercial banks in Canada are authorized by law to be closed.
- (j) **“Certification and Approval Hearing”** shall mean the hearing held for the purpose of approving the Settlement Agreement and certifying the Classes for settlement purposes.
- (k) **“Claim”** shall mean a completed, signed and dated claim form as developed by the Claims Administrator in consultation with Class Counsel and Defendants' Counsel.
- (l) **“Claims Administrator”** shall mean the person or entity appointed by the Courts as provided in Sections 15-19 of this Agreement.
- (m) **“Class” or “Class Member”** shall mean collectively the Quebec Class, the British Columbia Class and the Ontario National Class or members of the Class.
- (n) **“Class Claims”** shall mean any and all claims which consumers have had, now have or may have in the future against Maytag relating to: 1) odour, mould or mildew; ii) the door latch/wax motor; iii) the motor control; and iv) related circuit

board failures in the Maytag Front-Load Washing Machines and Neptune® Stackable Combination machines.

- (o) **“Class Counsel”** shall mean the law firms of Siskind, Cromarty, Ivey & Dowler^{LLP} in Ontario, Poyner Baxter LLP in British Columbia and Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc) in Quebec.
- (p) **“Class Period”** shall mean April 1, 1997 to May 15, 2005.
- (q) **“Courts”** shall mean the Ontario Superior Court of Justice, the Superior Court of Quebec and the Supreme Court of British Columbia.
- (r) **“Defendants”** shall mean Maytag Corporation and Maytag Limited.
- (s) **“Defendants’ Counsel”** shall mean the law firm of Borden Ladner Gervais LLP.
- (t) **“Effective Date”** shall mean the date on which all of the Approval Orders are entered if there were no objections to the settlement or, if there were objections in any jurisdiction, the date on which the right to appeal expires or any appeals are finally resolved.
- (u) **“Eligible Claimant”** shall mean a Class Member who purchased or otherwise acquired a Maytag Front-Load Washing Machine during the Class Period and timely submits a valid claim.
- (v) **“Maytag”** shall mean Maytag Corporation and Maytag Limited and any entity having direct or indirect common ownership with Maytag, including all of Maytag's subsidiaries, its parent companies and their subsidiaries, and each of their predecessors, successors and assigns and all of Maytag's employees, officers, directors, representatives or agents.

- (w) **“Maytag Major Appliance”** shall mean a refrigerator, dishwasher, washer, dryer, or free-standing range bearing the Maytag brand name. It specifically excludes all other brands owned or controlled by Maytag Corporation.

- (x) **“Maytag Front-Load Washing Machines”** shall mean a residential Maytag Front-Load Washing Machine, including Maytag model numbers MLE2000AWW, MAH3000AAW, MAH3000AEW, MAH3000AGW, MAH3000AWA, MAH3000AWW, MAH3000BGW, MAH4000AWW, MAH4000BWW, MAH4000AWQ, MAH4000BWQ, MAH5500AWW, MAH5500BWW, MAH5500BWQ, MAH55FLBWW, MAH55FLBWQ, MAH6500AWW, MAH6500AWQ, MAH7500AWW, MAH7500AWQ, MAH7550AAW and MAH7550AGW.

- (y) **“Maytag Neptune Top-Load Washing Machine” (“Neptune TL”)** shall mean a residential Neptune top-load washing machine including Maytag model numbers FAV6800AWW, FAV6800AWQ, FAV9800AWW and FAV9800AWQ.

- (z) **“Neptune Stackable Combination”** shall mean a residential Neptune washer and dryer combination with model numbers MLE2000AZW, MLE2000AYW, MLG2000AWW, and MLG2000AXW.

- (aa) **“Notice of Approval Hearing”** shall mean Notice of the Court hearing to approve the Settlement and certify the Proceedings, in the form attached as Exhibit D hereto.

- (bb) **“Notice of Approval Orders”** shall mean the Notices provided to Class Members of the Approval Orders, in the form attached as Exhibit E hereto.

- (cc) **“Ontario National Class” (“Ontario Class”)** shall mean all persons and legal entities located in Canada, other than members of the Quebec Class or the British Columbia Class, who have purchased or acquired a Maytag Front-Load Washing Machine or Neptune Stackable Combination during the Class Period.
- (dd) **“Ontario Proceeding”** shall mean the Ontario Superior Court of Justice Action No. 73139/04 CP (Newmarket).
- (ee) **“Opt Out Deadline”** shall mean the last date on which the Class Members shall be authorized to elect in writing to be excluded from the Settlement, as provided for in this Agreement and shall be the date sixty days after the applicable Notice of Approval Orders or such other date as may be approved by the Courts.
- (ff) **“Opt Out Form”** shall mean a completed, signed and dated opt out form as developed by the Claims Administrator in consultation with Class Counsel.
- (gg) **“Parties”** shall mean collectively the Plaintiffs and the Defendants.
- (hh) **“Plaintiffs”** shall mean Martha Bonanno, Andrée Asselin and Michael Francis Wilcox.
- (ii) **“Proceedings”** shall mean collectively the Ontario, Quebec, and British Columbia Proceedings.
- (jj) **“Quebec Class”** shall mean all persons and legal entities located in Quebec who have purchased or acquired a Maytag Front-Load Washing Machine or a Neptune Stackable Combination during the Class Period.
- (kk) **“Quebec Proceeding”** shall mean the Superior Court of Quebec Action No. 200-06-000041-049.

- (ll) **“Released Claims”** shall mean any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, action or cause of action of every nature and description, in law or in equity, that the Releasing Person has had, or may at anytime in the future have against Maytag, including any third-party claim or assigned claims, whether known or unknown, accrued or which may thereafter accrue, asserted or unasserted, latent or patent, that is, has been, could reasonably have been or in the future might be asserted by the Releasing Person against Maytag either in the Proceedings or in any other action or proceeding in the Courts or any other court or forum, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons arising from or relating to the purchase of a Maytag Front-Load Washing Machine or Neptune Stackable Combination in connection with the Class Claims.
- (mm) **“Released Persons”** shall mean Maytag Corporation and Maytag Limited, its officers, directors, employees, lawyers, attorneys, distributors, retailers, agents, service centres, component suppliers, manufacturers, consultants, persons, affiliates, or other persons or entities that sold, distributed, warranted, repaired or serviced any of the Maytag Front-Load Washing Machines.
- (nn) **“Releasing Persons”** shall mean Plaintiffs, and all Class Members, who purchased a Maytag Front-Load Washing Machine or Neptune Stackable Combination, or any Persons acting on their behalf, their heirs, associates, co-owners, attorneys, agents, administrators, devisees, predecessors, successors, parents, subsidiaries, agents, representatives of any kind, shareholders, partners, directors, employees, owners of any kind, executors, trustees, subrogees or assignees, who did not timely submit an Opt-Out Request.

(oo) “**Settling Parties**” shall mean Plaintiffs, Class Members and Defendants.

(pp) “**Washing Machine Purchase Certificate**” shall mean those certificates issued pursuant to Section 13 of this Agreement.

All other capitalized terms used in this Agreement shall have the meaning assigned to them where first used herein.

BEST EFFORTS AT IMPLEMENTATION

2. The Parties shall cooperate and undertake their best efforts, including all steps contemplated in this Agreement, to complete any actions required to implement the terms of this Agreement or any order of the Courts consistent with the terms hereof related to the implementation of this Agreement. The Parties specifically agree to use their best efforts to obtain Approval Orders from the Courts in which the Proceedings are pending.

NOTICE OF APPROVAL HEARING

3. The Notice of Approval Hearing shall be disseminated at least 30 days in advance of the Certification and Approval Hearing in the form attached hereto as Exhibit D and pursuant to the protocol outlined in Exhibit A, or in such other form as may be agreed to by the Parties, acting reasonably, and approved by the Courts, with costs paid by Defendants.

APPROVAL ORDERS

4. The Parties shall take all steps necessary to ensure that Approval Orders are sought in an expedited manner. The Parties shall seek Approval Orders from the Ontario, British Columbia and Quebec Courts in forms agreed to by the Parties, acting reasonably.

NOTICE OF APPROVAL ORDERS

5. The Notice of Approval Orders shall be disseminated within 45 days of the Effective Date in the form attached hereto as Exhibit E and pursuant to the protocol outlined in Exhibit B or in such other form as may be agreed to by the Parties, acting reasonably, and approved by the Courts, with costs paid by Defendants.

OPTING-OUT

6. Class Members may opt-out of the Class at any time before the Opt-Out Deadline in conformity with this Agreement and as directed in the Notice of Approval Orders approved by the Courts. Any Class Member who timely submits a valid Opt-Out Form will not: (i) be bound by any orders or judgments entered in these Proceedings; (ii) be entitled to any relief under this Agreement; (iii) gain any rights by virtue of this Agreement. Within five (5) Business Days of the Opt-Out Deadline, the Claims Administrator shall provide the Parties and the Courts with a certified list of persons who have opted-out from the Class.

SETTLEMENT BENEFITS

CATEGORIES OF BENEFITS TO THE CLASS

7. Defendants shall make available to Class Members the benefits set forth below in Section 8 (Repair Reimbursements), Section 9 (Replacement Costs), and Section 13 (Washing Machine Purchase Certificates).

REPAIR REIMBURSEMENTS

8. Subject to Section 11 and Adequate Proof of expenditures on repairs relating to Class Claims, Defendants shall reimburse Class Members' reasonable out-of-pocket costs related to repairs in connection with any of the Class Claims associated with the Maytag Front-Load Washing Machine or Neptune Stackable Combination for which the Class Member has filed a claim within 160 days of the Effective Date.

REPLACEMENT COSTS

9. Subject to Section 11 and Adequate Proof, Defendants shall reimburse each Class Member, subject to the schedule below, if, as a result of expenses incurred in connection with the identified Class Claims, the Class Member has already purchased a new washer to replace their Maytag Front-Load Washing Machine or Neptune Stackable Combination prior to the date of the latest Approval Order and for which the Class Member has filed a claim within 160 days of the Effective Date. The schedule for the amount of reimbursement shall be as follows:

Number of Years Owned Neptune®	Percentage of Cost of Replacement Washing Machine
2 years or less	50%
2-3 years	40%
3-4 years	30%
4-5 years	20%
5-6 years	10%

FONDS D'AIDE

10. Subject to Section 11 and Adequate Proof, Defendants shall pay to the Fonds d'Aide an amount equal to two percent of the cash portion of each Authorized Claim of a resident of the Province of Quebec. In no event shall the cash payments to Class Members pursuant to Sections 8 and 9 and the payments to the Fonds D'Aide cumulatively exceed \$300,000 CDN.

CASH/CERTIFICATE BENEFITS

11. If the total Authorized Claims under Section 8 (Repair Reimbursements) and Section 9 (Replacement Costs) and payments to the Fond D'Aide under Section 10, are in excess

of \$300,000 CDN, the cash compensation will be distributed to Eligible Claimants on a *pro rata* basis. Thereafter, if any portion of a Class Members' claim remains unreimbursed from the cash fund under this section, the Class Member will receive an Appliance Purchase Certificate in the dollar amount of the shortfall. Appliance Purchase Certificates issued under this section can be used in connection with the purchase of a Maytag Major Appliance at any retailer, but the Appliance Purchase Certificate must be mailed directly to Defendants for redemption. Appliance Purchase Certificates are fully transferable, but can not be aggregated with any other Purchase Certificate or rebate program. Appliance Purchase Certificates must be mailed to Defendants for reimbursement within 24 months of issue.

12. If the total Authorized Claims filed under Section 8 and Section 9 and the payments made under section 10 are in total less than \$300,000 CDN, Class Members may be paid, *pro rata*, up to 150 percent of the value of their claims. If such payments are made and funds still remain, they shall be paid to a charitable organization recommended by Class Counsel and approved by the Ontario Court.

WASHING MACHINE PURCHASE CERTIFICATES

13. Subject to the limitations outlined in Sections 13(a) through 13(h) below, Class Members who have experienced any of the claims specifically identified as a Class Claim and have not replaced their Maytag Front-Load Washing Machine or Neptune Stackable Combination are eligible to receive a Washing Machine Purchase Certificate for the purchase of a new Maytag Neptune TL Washing Machine or a Top Load Maytag stackable washer/dryer combination, if they currently own a Neptune Stackable Combination, for up to 12 months following the Approval Notice Date. Washing Machine Purchase Certificates shall only be valid for 24 months from the date of issuance.

- (a) The amount of the Washing Machine Purchase Certificate will depend on the age of the Class Member's Maytag Front-Load Washing Machine or Neptune Stackable Combination, as determined by the purchase date and the Approval Notice Date. The Washing Machine Purchase Certificate schedule will be as follows:

Age of Washer	Amount of Purchase Certificate (CDN)	Amount of Purchase Certificate (CDN) for stackable machines
2 years or less	\$1,250 CDN	\$2,400 CDN
2 – 3 years	\$1,125 CDN	\$2,160 CDN
3 – 4 years	\$1,000 CDN	\$1,920 CDN
4 – 5 years	\$875 CDN	\$1,680 CDN
5 – 6 years	\$625 CDN	\$1,200 CDN
6 – 7 years	\$500 CDN	\$960 CDN
7 – 8 years	\$375 CDN	\$720 CDN
More than 8 years	\$250 CDN	\$480 CDN

- (b) Prior to the issuance of Washing Machine Purchase Certificates, the Defendants have the right to seek to repair the Class Claim before they are obligated to provide a Washing Machine Purchase Certificate to an eligible Class Member.
- (c) For Class Members who purchased their Maytag Front-Load Washing Machines or Neptune Stackable Combination machines prior to March 1, 2000, at Defendants' sole election, Defendants will be permitted to make one attempt to repair at no cost to Class Members each of the separately defined category of claims specifically identified as a Class Claim in the twelve (12) months following the Approval Notice Date before they are obligated to provide a Washing Machine Purchase Certificate. (By way of illustration, Defendants will get one chance to repair a customer's claim for odour, mould and mildew, and if the

same customer has another claim for motor control problems, Defendants will also get one attempt to repair this complaint.) Defendants shall be responsible for all costs associated with such a repair effort.

- (d) For Class Members who purchased their Maytag Front-Load Washing Machines or Neptune Stackable Combination machines after March 1, 2000, Defendants will be permitted, at Defendants' sole election, to make two attempts to repair each of the separately identified category of claims specifically identified as a Class Claim in the twelve (12) months following the Approval Notice Date before they are required to provide a Washing Machine Purchase Certificate. However, if a post-March 1, 2000 customer has already received two service visits in connection with the same specific Claim prior to the Approval Notice Date, Defendants will be permitted to make only one additional attempt to repair such a Claim prior to issuing a Washing Machine Purchase Certificate. Defendants shall be responsible for all costs associated with repair efforts.
- (e) In lieu of repairs as set forth in sub-paragraphs (b) through (d) above, Defendants may, at their sole discretion, elect to provide a Washing Machine Purchase Certificate to the Class Member.
- (f) Class Members may purchase the Maytag Neptune TL Washing Machine at any retailer, but the Washing Machine Purchase Certificate must be mailed directly to Defendants for redemption, with Adequate Proof of purchase. The Washing Machine Purchase Certificate may not be transferred or aggregated with any other rebate or Purchase Certificate and must be redeemed by the original purchaser within 24 months of issuance. If a Class Member who owns a Neptune Stackable Combination is unable to install a Maytag Neptune TL

Washing Machine because of physical space limitations in the Class Member's residence, or if a Class Member is unable to use a top-load washing machine because of a physical disability, the Class Member may purchase a Neptune Stackable Combination pursuant to the foregoing provisions of this paragraph.

- (g) The Washing Machine Purchase Certificates can only be used for the purchase of one Maytag Neptune TL Washing Machine (or, as provided in Section 13(f) above, for the purchase of one Neptune Stackable Combination). In the event that the value of a Washing Machine Purchase Certificate exceeds the retail cost of the Maytag Neptune TL Washing Machine, no cash, credit or other refund will be made by the retailer or the Defendants.
- (h) To the extent that the Class Member incurs out-of-pocket costs associated with the delivery of the Maytag Neptune TL Washing Machine or the Neptune Stackable Combination machine from the retailer, Defendants will reimburse such expense subject to Adequate Proof. Maytag reserves the right to collect or otherwise dispose of Class Members' old Maytag Neptune Front-Load Washing Machines and Neptune Stackable Combination machines.

ELIGIBILITY

- 14. Class Members shall be eligible to participate in one or more benefits described in Sections 8 and 9 and Sections 8 and 13.

CLAIMS ADMINISTRATION

- 15. The Parties shall propose a bilingual (French/English) Claims Administrator to be appointed by the Courts for the purpose of administering Claims and paying Authorized Claims as provided in this Agreement.
- 16. Defendants shall be responsible for all costs of claims administration.

17. The Claims Administrator shall administer claims in the manner described in Exhibit C.
18. The Claims Administrator shall be subject to removal by the Courts for cause, on motion by any of the Parties.
19. The Claims Administrator shall not be held liable, absent negligence or fraud, in respect of the implementation and administration of this Agreement and any related accounting.

OPT OUT PROVISIONS

20. Members of the Ontario National Class and the British Columbia Class may exclude themselves from the Proceedings by submitting an Opt Out Form to the Claims Administrator by regular first class mail or courier which is received by the Claims Administrator before the Opt Out Deadline.
21. Members of the Quebec Class may exclude themselves from the Quebec Proceeding by exercising their right to opt out pursuant to paragraphs 1007 and 1008 of the Code by giving notice to the Clerk of the Superior Court of Quebec, District of Quebec, in the manner required by Quebec law and by regular first class mail or courier which is received by the Claims Administrator before the Opt Out Deadline.
22. A Class Member who is a member of one or more of the Quebec Class, the British Columbia Class and/or the Ontario National Class shall, by opting out of one class, be deemed to have opted out of all classes.

ADDITIONAL PAYMENT OBLIGATIONS

23. Defendants shall have no obligation to make any payment, or incur any financial obligation, in excess of the settlement benefits provided in this Agreement except for: (i) the agreed costs of notice to the Class pursuant to Sections 3 and 5 of this Agreement; (ii) the costs of Claims Administration; (iii) the payments to the representative plaintiffs

pursuant to Section 32 of this Agreement; and (iv) the payment of legal fees and taxes thereon to Class Counsel as described in Section 31 and as approved by the Courts.

SETTLEMENT TERMINATION PROVISIONS

24. If this Agreement is not approved by all the Courts, or if approval of the Settlement is subsequently reversed, modified or vacated, the pre-settlement status of the litigation with respect to the Settling Parties shall be restored and the Agreement shall be null and void and have no effect on any rights of the Settling Parties to fully prosecute or defend the Proceedings, including the right to litigate fully the issues relating to class certification, as if no settlement had ever been reached.

SETTLEMENT CLASS MEMBERS BOUND BY AGREEMENT

25. Each Releasing Person will be bound by the Approval Orders and the Release contained in Section 26 of this Agreement as of the Effective Date, whether or not the Class Member submits a timely claim or receives an award under the Settlement.

RELEASES

26. As of the Effective Date, the Releasing Persons will be deemed by this Agreement to have, and by operation of the Approval Orders shall have, individually, completely and unconditionally released, forever discharged and acquitted the Released Persons from any and all of the Released Claims. As of the Effective Date, the Releasing Persons and anyone claiming through or on behalf of any of them will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Released Persons any of the Released Claims. As of the Effective Date, the Released Persons will be deemed by this

Agreement to have, and by operation of the Approval Orders shall have, individually, completely and unconditionally released, forever discharged and acquitted the Releasing Persons from any and all claims arising from the Releasing Persons' claims relating to issues of performance degradation of a Maytag Washing Machine associated with Class Claims. This Release excludes payment disputes, personal injury claims, or claims relating to repair or replacement of parts or units under any existing written warranty a Class Member may have.

UNKNOWN CLAIMS OR LOSSES

27. By not opting-out, each Releasing Person acknowledges that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Releasing Persons explicitly took that possibility into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein have been bargained for as between the Releasing Persons and Maytag with the knowledge of the possibility of such unknown claims, and were given in exchange for a full and final settlement, satisfaction, and discharge of all such claims against Maytag.

WAIVER OF LIMITATION DEFENCE

28. Except as provided herein, no Class Member shall be considered ineligible to receive a payment pursuant to this Settlement Agreement on the basis of any statute of limitation or repose, prescription period or any other limitation or prescription defence.

29. Nothing in this Settlement Agreement shall constitute or be deemed to constitute a waiver by the Defendants of defences based on statutes of limitation or repose, prescription periods or any other limitation or prescription defence with respect to any Class Member who opts out.

RETENTION OF JURISDICTION

30. The Courts shall retain continuing and exclusive jurisdiction over the Proceedings, the Agreement, the Settling Parties and their lawyers, the award of legal fees, and the Class to interpret and enforce the terms, conditions and obligations under this Agreement.

LEGAL FEES

31. Maytag Limited shall pay the legal fees and taxes thereon of Class Counsel as provided herein, and Class Counsel shall not request payment of any legal fees, disbursements, or taxes from Class Members. Subject to the approval of the Courts, Maytag Limited shall pay the following amounts to Class Counsel:

(a) For legal fees incurred prior to and including the date of this Settlement Agreement and incurred subsequent to the date of this Settlement Agreement through the Effective Date, and subject to the provisions of Section 31(c), (e) and (f) hereof:

(i) To Ontario Class Counsel, the sum of \$175,000 CDN plus applicable sales taxes within ten business days of the Effective Date;

(ii) To Quebec Class Counsel, the sum of \$65,000 CDN plus applicable sales taxes within ten business days of the Effective Date;

(iii) To British Columbia Class Counsel, the sum of \$70,000 CDN plus applicable sales taxes within ten business days of the Effective Date.

The Defendants shall not object to Class Counsels' motions to approve the amounts requested pursuant to Section 31(a).

- (b) For legal fees incurred subsequent to the Effective Date through the conclusion of the claims administration process (which the Parties agree shall occur 12 months after the Effective Date), and subject to the provisions of Section 31(c), (e) and (f) hereof :
 - (i) To Ontario Class Counsel, the sum of \$30,000 CDN plus applicable sales taxes within ten business days of the conclusion of the claims administration process;
 - (ii) To Quebec Class Counsel, the sum of \$10,000 CDN plus applicable sales taxes within ten business days of the conclusion of the claims administration process.

- (c) Maytag Limited's obligation to pay the legal fees of Class Counsel shall be subject to the following terms and conditions:
 - (i) Class Counsel shall provide Maytag Limited with a statement justifying the legal fees incurred prior to and including the date of this Settlement Agreement;
 - (ii) Maytag Limited shall be solely responsible for payment of said legal fees and shall not have any right to exercise any recourse against the Class Members with respect to any fees and disbursements incurred in the Proceedings.

- (d) Class Counsel's sales tax numbers are as follows:
 - (i) For Ontario Class Counsel, Goods and Services Tax number 12277 4821 RT0001;

- (ii) For Quebec Class Counsel, Goods and Services Tax number 12536 4950 and Quebec Sales Tax number 1011219701;
- (iii) For British Columbia Class Counsel, Goods and Services Tax numbers 896591526 (Kenneth J. Baxter Law Corporation), 140309642 (James M. Poyner Law Corporation), and 862802014 (Patrick Poyner); and British Columbia Sales Tax numbers R816171 (Kenneth J. Baxter Law Corporation), R816555 (James M. Poyner Law Corporation), and R198309 (Patrick J. Poyner).

(e) Other than the payments to be made by Maytag Limited to Class Counsel pursuant to Section 31(a)-(d) above, Defendants shall have no further obligation of any kind to Class Counsel or the Class for legal fees, disbursements, or taxes, and Class Counsel agree not to seek any such additional amounts from Defendants.

(f) If, following the payment of the sums referenced in Section 31(a) above, and within thirty days of the Effective Date, an appeal is brought with respect to the approval of the Settlement Agreement, Class Counsel shall place an amount equal to the legal fees and taxes paid in a trust account until such appeal is finally resolved. In the event the Settlement Agreement is not ultimately approved, Class Counsel shall return the said monies to Maytag Limited.

REPRESENTATIVE PLAINTIFF PAYMENTS

32. The Defendants shall pay to each of the named Plaintiffs \$1000 CDN in consideration for the time and expense that each of them have incurred on behalf of the Class Members.

EXCLUSIVE REMEDY/EFFECT ON CLAIMS

33. This Settlement Agreement shall be the exclusive remedy for all Class Members who do not opt out.

NO ADMISSION; NO USE

34. This Agreement, whether or not consummated, and any proceedings taken pursuant to this Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in, this Agreement or its exhibits, nor any action taken hereunder shall be construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, acknowledgement, concession or an admission of any kind by any of the Settling Parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any of the Settling Parties, or of jurisdiction of the Canadian courts over the Defendants, or the suitability for certification of the Proceedings as class proceedings. Maytag expressly denies any wrongdoing of any kind and denies all liability to the Settlement Class on the claims asserted in this Litigation or any similar litigation. Notwithstanding the foregoing, this Agreement shall be admissible to enforce the rights, obligations, and effects of this Agreement after it has been entered and executed by the Settling Parties or their representatives.

GOVERNING LAW

35. For the purpose of the settlement of the Quebec Proceeding, the British Columbia Proceeding and the Ontario Proceeding, this Settlement Agreement shall be governed by the laws of Quebec, British Columbia and Ontario, respectively.

ADMINISTRATION ON A NATIONAL BASIS

36. The Parties agree that the process contemplated by this Agreement should be efficient, rapid and cost effective and have therefore agreed that these claims will be administered on a national basis through a single Claims Administrator and a single claims administration protocol. It is the intention of the Parties that the Ontario Court, with the concurrence of the Quebec and British Columbia Courts, shall adjudicate any matters arising from the implementation of the Settlement Agreement, including, but not limited to, the supervision of the Claims Administrator.

RECITALS

37. The Parties represent and warrant that the preamble and recitals are accurate and agree that they form part of this Settlement Agreement.

ENTIRE AGREEMENT

38. This Settlement Agreement, including its exhibits, constitutes the entire agreement by and among the Parties with regard to the subject of this Settlement Agreement and, upon execution, shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

39. All counsel of record represent that they are unaware of any other pending Canadian litigation involving the subject of this settlement. Defendants represent and warrant that the persons signing on their behalf are fully authorized to do so and that the Settlement Agreement constitutes a final and binding obligation of Defendants. Plaintiffs have not transferred, conveyed or assigned any claims in these Proceedings or within the scope of the Release to any third party.

MAYTAG'S REPRESENTATIONS AND WARRANTIES

40. Maytag represents and warrants: (i) that it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) that the execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of Maytag; and (iii) that this Agreement has been duly and validly executed and delivered by Maytag and constitutes its legal, valid, and binding obligation.

MODIFICATION AND AMENDMENT

41. This Agreement may not be modified or amended except in writing signed by all Parties and approved by the Courts. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. The Settling Parties contemplate that the exhibits to this Agreement may be modified by subsequent agreement of Maytag and Class Counsel prior to the dissemination of Notice to the Class subject to approval of the Courts.

COUNTERPARTS

42. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

BINDING EFFECT

43. This Agreement shall be binding upon and inure to the benefit of the Settling Parties, and their respective heirs, predecessors, successors and assigns.

HEADINGS; NO EFFECT

44. The headings of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

NO CONFLICT INTENDED

45. Any inconsistency between this Agreement and the attached exhibits shall be resolved in favour of this Agreement.

NO PARTY IS THE DRAFTER

46. None of the Settling Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

PARTY NOTIFICATION

47. Any notification, request, instruction or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) shall be in writing,

- (a) if to the Defendants: Borden Ladner Gervais LLP: with respect to the Quebec Proceedings, Robert E. Charbonneau, 1000 de La Gauchetière Street West, Suite 900, Montréal, Québec, H3B 5H4; with respect to the Ontario Proceeding, Robert B. Bell, Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H3Y4; and with respect to the British Columbia Proceeding, Brad Dixon, 1200 Waterfront Center, 200 Burrard Street, P.O. Box 48600 Vancouver, B.C. V7X1T2.

- (b) if to the Plaintiffs or Class Members, to the attention of Class Counsel: Siskind, Cromarty, Ivey & Dowler LLP, Attention: Charles M. Wright, 680 Waterloo Street, P.O. Box. 2520, London, Ontario, N6A 3V8; to Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc) Attention: Simon Hebert, 43 Rue Buade, Bur 320, Quebec City, Quebec, G1R 4A2; and to Poyner Baxter LLP, Attention: Patrick Poyner, Esq., Lonsdale Quay Plaza, #408 – 145 Chadwick Court, North Vancouver, British Columbia, V7M 3K1, or to other recipients as the Courts may order.

CLASS MEMBER NOTIFICATION

48. All communications from the Claims Administrator to Class Members may be made by regular mail to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members shall apprise the Claims Administrator of their current mailing address.

SEVERABILITY

49. If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision and the remainder shall be effective as though such provision had not been contained herein.

DATES

50. Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.

RELATED CASES

51. Unless otherwise agreed, no less than ten (10) Business Days after the Effective Date, Class Counsell shall dismiss, with prejudice, the Proceedings.

FRENCH TRANSLATION

52. A French translation of this Settlement Agreement and all Exhibits attached hereto shall be prepared by Plaintiffs' and Defendants' counsel jointly and sharing equally the task. In the event of any dispute as to the meaning or interpretation, the English version shall prevail.

ENGLISH LANGUAGE CLAUSE

53. The parties have agreed that this Agreement be drafted in the English language. Les parties ont convenu que cette Entente soit rédigée en anglais.

MARTHA BONANNO

SISKIND, CROMARTY, IVEY & DOWLER LLP

Per: _____

Calie Collins
Solicitors for Plaintiff Martha Bonanno

Andrée Asselin

SISKINDS, DESMEULES, AVOCATS

Per: _____

one for S. Helbert
Solicitors for Plaintiff Andrée Asselin

Michael Francis Wilcox

POYNER BAXTER LLP

Per: _____

Solicitors for the Plaintiff Michael Francis

FRENCH TRANSLATION

52. A French translation of this Settlement Agreement and all Exhibits attached hereto shall be prepared by Plaintiffs' and Defendants' counsel jointly and sharing equally the task. In the event of any dispute as to the meaning or interpretation, the English version shall prevail.

ENGLISH LANGUAGE CLAUSE

53. The parties have agreed that this Agreement be drafted in the English language. Les parties ont convenu que cette Entente soit rédigée en anglais.

MARTHA BONANNO

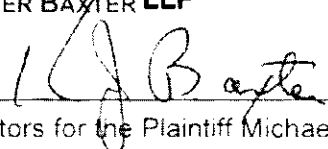
SISKIND, CROMARTY, IVEY & DOWLER LLP

Per: _____
Solicitors for Plaintiff Martha Bonanno

Andrée Asselin
SISKINDS, DESMEULES, AVOCATS

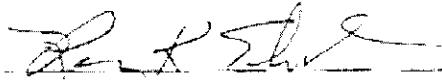
Per: _____
Solicitors for Plaintiff Andrée Asselin

Michael Francis Wilcox
POYNER BAXTER LLP

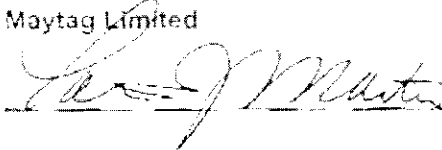
Per:  _____
Solicitors for the Plaintiff Michael Francis Wilcox

Wilcox

Maytag Corporation

Per 

Maytag Limited

Per 

Borden Ladner Gervais LLP

Per: _____

**Canadian Solicitors for Defendants
Maytag Corporation and Maytag Limited**

Maytag Corporation

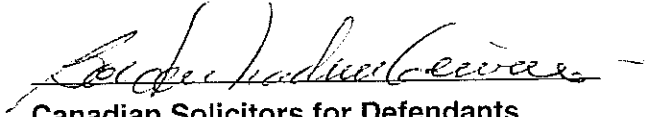
Per _____

Maytag Limited

Per _____

Borden Ladner Gervais LLP

Per:



**Canadian Solicitors for Defendants
Maytag Corporation and Maytag Limited**

EXHIBIT A

NOTICE OF HEARING METHOD OF DISSEMINATION

1. Publication in Newspapers

The Notice of Approval Hearing shall be published in each of the following newspapers at least 30 days in advance of the Certification and Approval Hearing:

Newspaper	Occurrence
Globe & Mail (National Edition)	1
Le Journal de Montreal	1
Le Journal de Quebec	1

2. Other Methods of Dissemination

- (a) The Notice of Hearing shall be posted, at least 30 days in advance of the Certification and Approval Hearing, on Class Counsel's web site at www.classaction.ca.
- (b) The Notice of Hearing shall be posted, at least 30 days in advance of the Certification and Approval Hearing, on Crawford & Company's web site at: www.frontloadcanadasettlement.com.

EXHIBIT B

NOTICE OF CERTIFICATION AND APPROVAL OF SETTLEMENT METHOD OF DISSEMINATION

1. Publication in Newspapers

The Notice of Certification and Approval of Settlement shall be published in each of the following newspapers within 45 days of the Effective Date:

Newspaper	Occurrence
Globe & Mail (National Edition)	1
Le Journal de Montreal	1
Le Journal de Quebec	1
The Chronicle-Herald (Halifax)	1
Winnipeg Free Press	1
Regina Leader Post	1
Calgary Sun	1
Edmonton Sun	1
Vancouver Sun	1

2. Other Methods of Dissemination

- (a) The Notice of Certification and Approval of Settlement will be sent via pre-paid first class mail to all persons resident in Canada who, according to the Defendant's records, purchased a Maytag Neptune Front-Load Washing Machine in Canada during the Class Period.
- (i) Should the Notice be returned, a search shall be conducted for that Class Member in the city of his/her last known address at <http://www.canada411.ca>, and if that person is located, the Notice shall be resent.
- (b) The Notice of Certification and Approval of Settlement shall be posted on Class Counsel's web site at www.classaction.ca.
- (c) The Notice of Certification and Approval of Settlement shall be posted on Crawford & Company's web site at: www.frontloadcanadasettlement.com.

EXHIBIT C

CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein are for the administration of the Settlement Agreement and for the submission, processing, approval or denial, compensation, and appeal of individual claims pursuant to the Canada-Wide Maytag Front-Load Washing Machine Litigation Settlement Agreement. The procedures shall be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Courts. The Claims Administrator may adopt additional policies and procedures for the administration of the Settlement Agreement that are consistent with the Settlement Agreement and the Orders of the Courts.

1. ADMINISTRATION OF SETTLEMENT FUNDS

Upon appointment by the Courts, the Claims Administrator shall receive from the Defendants settlement funds of \$300,000.00 CDN as provided for in the Settlement Agreement. The Claims Administrator shall invest the funds in the classes of securities provided in Section 27 of the *Trustee Act*, R.S.O. 1990, c.T23, with all interest or other income on such funds being added to the monies in trust for the benefit of the Class Members and all costs and fees of the custodian and/or manager of the funds and any payments of any taxes imposed on such monies, are to be paid out of the interest or sole income on such funds. The Claims Administrator shall implement the Settlement Agreement so as to provide benefits to eligible Claimants and not to ineligible Claimants, and in a timely manner designed to treat similarly situated Claimants as uniformly as reasonably possible and to minimize to the extent reasonably possible the administration and other transaction costs associated with the implementation of the Settlement Agreement. The Claims Administrator shall provide written quarterly reports to Class Counsel and to Defendants' Counsel on any distributions made, the monies remaining in trust and the status of all claims made pursuant to Section 13 of the Settlement Agreement.

2. CLAIM FORMS and CLAIM DEADLINE

Eligibility under the Settlement requires proper completion and execution of the Claim Form. The Claim Form shall be developed by the Claims Administrator in consultation with Class Counsel and Defendants' Counsel. The Claims Administrator shall develop such other forms as it deems necessary for the implementation of the Settlement Agreement.

Claims that are not properly and timely filed by the Claim Deadline will be denied by the Claims Administrator.

3. PRODUCT IDENTIFICATION DOCUMENTATION

3.1 Proof of Purchase of Maytag Front-Load Washing Machine

To be deemed sufficient to establish that the Claimant purchased or otherwise acquired a Maytag Neptune Front-Load Washing Machine during the Class Period, "Product Identification Documentation" shall consist of:

- (a) A copy of the receipt indicating purchase of a Maytag Neptune Front-Load Washing Machine during the Class Period, 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; or

- (b) if unable to provide Product Identification Documentation as outlined in Subsection 3.1(a) above, the Claimant may submit to the Claims Administrator such other objective verification indicating purchase or other method of acquiring an eligible model Maytag Neptune Front-Load Washing Machine as listed in Subsection 3.1(a) above, as may be acceptable to the Claims Administrator. Such other objective verification must be accompanied by an affidavit from the Claimant stating:
 - the steps taken by the Claimant to obtain Product Identification Documentation as outlined in Subparagraph 3.1(a) above if applicable, and/or how the Maytag Neptune Front-Load Washing Machine was acquired.

3.2 Effect of Failure to Establish Product Identification Documentation

A Claimant who fails to provide acceptable proof of purchase of a Maytag Neptune Front-Load Washing Machine during the Class Period as provided for in Section 3.1 shall be deemed conclusively for all purposes not to be an Eligible Claimant and such presumption is not rebuttable.

4. GENERAL CLAIMS PROCESSING GUIDELINES

The Claims Administrator shall process all claims in a cost-effective and timely manner.

- 4.1 Notice With Respect To Claims Made Pursuant To Section 13 Of The Settlement Agreement
 - (a) The Claims Administrator shall notify the Defendants, by e-mail, once a week, of all Claimants who have made a claim pursuant to Section 13 of the Settlement Agreement within one week of receiving a properly completed Claim Form;
 - (b) Within two weeks of receiving notice from the Claims Administrator of those Claimants who made a claim pursuant to Section 13 of the Settlement Agreement, the Defendants shall notify by e-mail the Claims Administrator of which Claimants, if any, they have elected to attempt to repair their Maytag Neptune Front-Load Washing Machine and which Claimants, if any, they have elected to provide with Purchase Certificates;
 - (c) The Defendants shall attempt to contact the Claimant to set up an appointment and attend on a Class Member for the purposes of effecting a repair within 10 days of receiving a section 4.1(b) notification from the

Claims Administrator for all claims relating to problems with the door latch/wax motor, the motor control, and the circuit board;

- (d) The Defendants shall attempt to contact the Claimant to set up an appointment and attend on a Class Member for the purposes of effecting a repair within 60 days of receiving a section 4.1(b) notification from the Claims Administrator for all claims relating to odour, mould or mildew;
- (e) In the event of an unsuccessful repair, the Claimant shall file a fresh Claim Form, and subject to section 13 of the Settlement Agreement, sections 4.1(a) to (d) shall apply.

4.2 Technical Deficiencies

- (a) If, during claims processing, the Claims Administrator finds that technical deficiencies exist in a Claimant's Claim Form or supporting documentation that the Claims Administrator determines preclude the proper processing of such claim, the Claims Administrator shall notify the Claimant via regular mail of the technical deficiencies, and shall allow the Claimant forty-five (45) days from the mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the forty-five (45) day period, the Claims Administrator shall reject the claim. The claimant will have no further opportunity to correct the technical deficiency;
- (b) Technical deficiencies referred to in Section 4.2(a) shall not include missing the deadline for submitting the Claim Form.

5. **AUDIT PROVISIONS**

The Claims Administrator shall conduct audits of claims in a manner deemed appropriate by the Claims Administrator to determine whether any such claims reflect intentional fraud in any of the submissions relating to the claims. Any claim which is deemed by the Claims Administrator to be fraudulent shall cause the Claimant to be permanently disqualified from receiving any payment under this Settlement Agreement.

6. **NOTIFICATION OF CLAIM REVIEW**

The Claims Administrator shall notify a Claimant via regular mail as to the approval or rejection of the claim and the benefits for which the Claimant is eligible. There shall be no appeal from the decision of the Claims Administrator.

7. **MISCELLANEOUS**

7.1 Timeliness of Submissions

All submissions by Claimants to the Claims Administrator relating to a claim shall be made in paper form transmitted via regular mail or delivery by courier. All submissions by mail shall be conclusively deemed to have been submitted to the Claims Administrator on the postmark date of such mail. All submissions delivered to the Claims Administrator by overnight or other courier shall be conclusively deemed to have been submitted to the Claims Administrator on the date of

the receipt by the Claims Administrator of such submissions. These provisions shall determine the timeliness of any submissions to the Claims Administrator. Submissions to the Claims Administrator by any other means, including without limitation facsimile or electronic mail, shall not be considered timely unless such materials are also submitted to the Claims Administrator via mail or delivery in a timely manner.

7.2 Call Centre

The Claims Administrator shall establish a toll-free call centre for the assistance of Class Members and may devise such other means as the Claims Administrator deems appropriate to provide Claimants with information on the status of their Claims. The toll free call centre and all other means of communication shall be available in both French and English.

7.3 Correspondence with Class Members

All written communications from the Claims Administrator to a Class Member shall be transmitted via regular mail to the last address provided by the Class Member to the Claims Administrator. Such written communications shall be directed to the Class Member's legal counsel, if the Class Member is represented by counsel. Payments by the Claims Administrator to a represented Claimant shall be made to the Claimant and the Claimant's counsel jointly. The Claimant (and legal counsel to a represented Claimant) shall be responsible for apprising the Claims Administrator of the Claimant's and counsel's correct and current mailing address. The Claims Administrator shall have no responsibility for locating Claimants for any mailing returned to the Claims Administrator as undeliverable. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Claimants returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate.

7.4 Legal Counsel to Claimants

A Claimant shall be considered to be represented by legal counsel in connection with a claim only if the Claims Administrator has received written notice signed by the Claimant of the identity of the Claimant's counsel. A Claimant may discontinue such representation at any time by written notice to the Claims Administrator. No liens or claims for counsel fees or costs may be asserted against the Claims Administrator or the funds held by the Claims Administrator at any time.

7.5 Preservation and Disposition of Claim Submissions

The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a claim, until the termination of one (1) year after the last claim has been paid out and/or after any appeals have been dealt with and at such time shall dispose of the submissions by shredding or such other means as will render the materials permanently illegible.

7.6 Assistance to the Claims Administrator

The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreement.

7.7 Taxation of the Funds

The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the monies in trust, and shall have the discretion to pay any taxes imposed on such monies out of the monies in trust.

EXHIBIT D

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: ●, 2005 at (time?●) at 50 Eagle Street West, Newmarket, Ontario, L3Y 6B1; ●, 2005 at (time?●) at 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1; and April ●, 2005 at (time?●) 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 _____, 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.

EXHIBIT E

Notice of Certification and Settlement Agreement Approval

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.

WHAT IS THE PURPOSE OF THIS NOTICE?

An Agreement has been reached and approved by the Courts in class proceeding lawsuits initiated in Ontario, British Columbia and Quebec against Maytag Corporation and Maytag Limited in which it is alleged that the Defendants 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.

This Notice is to advise you of the Settlement Agreement and to inform you of your rights as a Class Member under the Agreement. You will be bound by the terms of the Settlement Agreement unless you decide to exclude yourself by opting out of the Settlement Agreement, as explained in this Notice.

The proceeding was certified and the Settlement Agreement approved by the Courts in Ontario, British Columbia and Quebec, on _____, _____ and _____, respectively. The Ontario Court certified and approved the settlement on behalf of all those in Canada who purchased or acquired in Canada a Maytag Front-Load Washing Machine.

WHO IS IN THE SETTLEMENT CLASS?

You are a Class Member if you purchased or acquired in Canada a Maytag Front-Load Washing Machine between April 1, 1997 and May 15, 2005.

WHAT ARE THE SETTLEMENT BENEFITS?	
<p>Class Members may be entitled to receive the compensation below subject to their submitting a Claim Form together with all supporting documentation and verification of their claim(s).</p>	
<p>For those who have incurred reasonable out-of-pocket costs related to repairs of any of the Class Claims</p> <p style="text-align: center;">- OR -</p> <p>For those who, as a result of expenses incurred in connection with the Class Claims, have already purchased a new washer to replace their Maytag Front-Load Washing Machine prior to May 15, 2005.</p>	<p>These Class Members are eligible to receive a cash payment.</p> <p>(i) Those who have incurred repair costs may receive compensation up to 150% of the repair costs.</p> <p>(ii) Those who have purchased a new washer are eligible to receive cash compensation based upon the number of years they owned their Maytag Neptune Front-Load Washing Machine and a percentage of the cost of the replacement washing machine.</p> <p>(iii) In the event that the total eligible claims for these two categories are more than \$300,000.00, the cash compensation will be distributed on a <i>pro rata</i> basis and these class members will receive an Appliance Purchase Certificate for any portion of the claim that remains unreimbursed in the dollar amount of the shortfall.</p>
<p>For those who are currently experiencing Class Claims, i.e.:</p> <p>(i) odour, mould or mildew;</p> <p>(ii) door latch/wax motor failures;</p> <p>(iii) motor control failure; and</p> <p>(iv) related circuit board failures</p> <p>and who have not replaced their Maytag Front-Load Washing Machine:</p>	<p>These Class Members are, subject to the terms of the Settlement Agreement, eligible to receive:</p> <p>(i) A repair at no cost to them; or</p> <p>(ii) a Washing Machine Purchase Certificate towards the purchase of a new Maytag Top-Load Washing Machine; or</p> <p>(iii) a Washing Machine Purchase Certificate toward the purchase of a new Maytag Neptune Stackable Washer/Dryer combination, if they currently own a Maytag Neptune Stackable Washer/Dryer Combination.</p> <p>The amount of the Washing Machine Purchase Certificate will be based upon the age of the machine.</p>
<p>Warranty Protection</p>	<p>Class Members should note that Maytag Front-Load Washing Machines might still be covered by a warranty under which alternative relief may be available for the Class Claims. The period for filing warranty claims is limited. Class Members should visit the Maytag Canada website at www.maytag.ca for the specific terms of the warranty.</p>
<p>Expenses</p>	<p>The Defendants will pay for all legal fees, expenses and notices. Nothing will be deducted from your cash payment and/or coupon.</p>

WHAT ARE MY OPTIONS?

If you are a Class Member you have the following options:

Submit a Claim Form

To receive Settlement Benefits, Class Members must submit a Claim Form together with all Product Identification and supporting documentation to the Claims Administrator by _____. If you require a Claim Form, you may call the Claims Administrator at 1-800-● or obtain it online at www.classaction.ca

Opt Out

This is the only option that allows you to preserve your claims against the Defendants and others. If, however, you opt out you will not be entitled to any Settlement Benefits. To opt-out you must obtain an Opt Out Form from the Claims Administrator and return it to the Claims Administrator by _____.

Do Nothing

If you do not fill out a Claims Form or Opt Out, you will not receive compensation and your claims against the Defendants and others relating to these matters will be barred.

FURTHER INFORMATION

If you would like a copy of the Settlement Agreement or have any questions, you may call the Claims Administrator's Information Line at 1-800-XXX-XXXX. A copy of the Settlement Agreement can be sent to you at a cost of \$20.00 per copy, which represents the cost of photocopying and mailing the Agreement. A copy of the Settlement Agreement can also be viewed on Class Counsel's website at www.classaction.ca.

PUBLICATION AND MAILING 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