

STATE OF ILLINOIS
20TH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

If You Purchased a Maytag® Neptune® Washing Machine Prior to August 9, 2004,
You Could Get A Payment And Other Benefits From A Class Action Settlement.

*A Court has approved and authorized this notice. It is not from a lawyer.
You are not being sued.*

- This Settlement resolves a lawsuit over certain alleged problems with the Maytag® Neptune® Front-Load Washing Machines. Maytag has denied any wrongdoing, but has agreed to provide certain benefits to its affected customers.
- With certain limitations, the Settlement may provide cash payments, rebate certificates, purchase certificates, and/or free repairs to owners of Neptune® Front-Load Washing Machines.
- You must file a claim form to be eligible for a cash payment, rebate certificate and/or purchase certificate.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND CHOICES		DUE DATE
EXCLUDE YOURSELF	You get no benefits under the settlement. This is the only choice that will allow you to sue Maytag on your own about the claims talked about in this Notice.	November 8, 2004
OBJECT TO THE SETTLEMENT	You can write to the Court about why you don't like the settlement.	November 8, 2004
FINAL APPROVAL	You can ask to speak to the Court about the "fairness" of the settlement.	November 22, 2004

- These rights and options—**and the deadlines for each**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Accordingly, the benefits of the settlement will not be available until after the Court approves the Settlement.

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BASIC INFORMATION

1. Why did I get this Notice package?

You got this Notice package because you own or owned a Neptune® Front-Load Washing Machine made by the Maytag Corporation.

The Court sent you this Notice because you have a right to know about a proposed Settlement of a class action lawsuit that affects people who have purchased Neptune® Front-Load Washing Machines. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This Notice package explains:

- What the lawsuit is about.
- What your legal rights are.
- What the Settlement involves.
- What the benefits are and who is eligible to get them.
- How to apply for the benefits.

2. What is this lawsuit about?

This lawsuit alleges that owners of Maytag Neptune Front-Load Washing Machines have claims concerning the door latch, wax motor, motor control and related circuit board failures, causing the machines to function improperly and users to experience odor, mold and mildew. They are asking the Court for repayment of the money spent to purchase and/or repair their Neptune® washers or damages equal to the diminished value of their appliances. Maytag has responded that its product is not defective, denies that it did anything wrong, and contends that it attempted to fix or repair all concerns raised by its customers.

The Court in charge of the lawsuit is the Circuit Court for the State of Illinois, 20th Judicial Circuit, St. Clair County, Illinois. The name of the lawsuit is *Mink v. Maytag Corporation*, Civil Action No. 03L47. The person who sued is called the Plaintiff, and the company they sued, Maytag, is called the Defendant.

3. Why is this a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Class or Maytag. Instead, both sides agreed to a Settlement. That way, they avoid the cost and risk of a trial, and the people affected will get money and other benefits.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

To see if you can get benefits from this Settlement, you first have to know if you are a Class Member.

The Court has said you are a Class Member if:

- **You purchased a residential Maytag® Neptune® Front-Load Washing Machine (any model, including stackables) any time after April 1, 1997 and before August 9, 2004.**

6. Are there exceptions to being included in the Settlement?

You are *not* a Class Member if:

- You exclude yourself from the Settlement (see Question 13 below).
- You are the Judge in this lawsuit, a member of the Judge’s staff, or a member of the Judge’s immediate family.
- You are a company that owns or is owned by Maytag, you are Maytag or its successor, or you are an agent of Maytag.

THE SETTLEMENT BENEFITS - WHAT YOU GET

7. What does the Settlement provide?

In addition to free repairs, the Settlement Agreement makes available three (3) categories of benefits to Class Members: (1) Repair Reimbursement; (2) Replacement Cost; and (3) Purchase Certificates:

- **Repair Reimbursements:** Maytag will reimburse reasonable out-of-pocket costs related to repairs which are identified as Class Claims, including odor, mold or mildew accumulation, door latch/wax motor, motor control, or related circuit board failures. Reimbursable costs are limited to those incurred prior to August 9, 2004.
- **Replacement Costs:** Maytag will pay each Class Member up to \$500, subject to depreciation, if the Class Member already bought a new washer to replace their Maytag® Neptune® Washing Machine, prior to August 9, 2004, due to the Class Claims, including odor, mold or mildew accumulation, door latch/wax motor control, or related circuit board failures. The schedule for reimbursement is as follows:

<u>No. of Years Owned Neptune®</u>	<u>Amount of Reimbursement</u>
2 years or less	\$500
more than 2, to and including 3 years	\$400
more than 3, to and including 4 years	\$300
more than 4, to and including 5 years	\$200
more than 5, to and including 6 years	\$100

- **Washing Machine Purchase Certificates:** Class Members may also be eligible to receive Washing Machine Purchase Certificates. Class members can use the Washing Machine Purchase Certificates to purchase a new Neptune® Top-Load Washing Machine if their current machine suffers from any of the specific Class Claims, including odor, mold or mildew accumulation, door latch/wax motor, motor control, or related circuit board failures and Maytag is not able to repair the condition. The Washing Machine Purchase Certificate schedule is as follows:

<u>Age of Neptune®</u>	<u>Amount of Purchase Certificate</u>
2 years or less	\$1,000
more than 2, to and including 3 years	\$900
more than 3, to and including 4 years	\$800
more than 4, to and including 5 years	\$700
more than 5, to and including 6 years	\$500
more than 6, to and including 7 years	\$400
more than 7, to and including 8 years	\$300
More than 8 years	\$200

8. What are the qualifications for obtaining free repairs and the Washing Machine Certificate?

Maytag has agreed to attempt to fix your machine without cost to you. If not successful after a listed number of attempts, you will be issued a Washing Machine Purchase Certificate. If you purchased your Maytag® Neptune® Front-Load Washing Machine before March 1, 2000, Maytag can make one repair attempt in the twelve months following the date of Preliminary Approval of the Settlement. If you purchased your Maytag® Neptune® Front-Load Washing Machine after March 1, 2000, Maytag can make two repair attempts before August 9, 2005. If you purchased your Maytag® Neptune® Washing Machine after March 1, 2000, and you already had two service calls for the same Class Claim prior to August 9, 2004, Maytag can make only one additional repair attempt. Class Members are not responsible for any costs associated with Maytag's repair efforts and Maytag, at its sole discretion, may elect to immediately provide a Washing Machine Purchase Certificate to the Settlement Class Member instead of providing repairs.

A Settlement Class Member may use the Washing Machine Purchase Certificates at any retailer to purchase a new Neptune® Top-Load Washing Machine, but the Washing Machine Purchase Certificate must be mailed directly to Maytag for redemption. The Washing Machine Purchase Certificates cannot be transferred or aggregated and must be redeemed within twenty-four (24) months of issuance.

The Washing Machine Purchase Certificates can only be used for the purchase of one Neptune® Top-Load Washing Machine. If the value of a Washing Machine Purchase Certificate exceeds the cost of the Neptune® Top-Load Washing Machine, no cash, credit or other refund will be made. Maytag will pay for the delivery of the Maytag Washing Machine and for disposing of the Settlement Class Members' Maytag Neptune® Front-Load Washing Machine to the extent these costs are not covered by the retailer. Maytag reserves the right to demand that the Settlement Class Members' Maytag® Neptune® Front-Load Washing Machine be returned to Maytag.

9. Are the cash payments for Repair Reimbursement and Replacement Costs subject to any conditions?

Yes. The cash payments to Class Members for Repair Reimbursements and Replacement Costs are limited to a maximum of \$2,000,000. If eligible claims exceed \$2,000,000, the cash distribution will be made on a *pro rata* basis. If a portion of Class Members' out-of-pocket costs are not reimbursed, the Class Member will receive an Appliance Purchase Certificate to make up for the amount of the shortfall.

These Appliance Purchase Certificates may be used at any major retailer or other retail outlet for the purchase of a Maytag® Major Appliance which would include a Maytag refrigerator, dishwasher, washer, dryer, or free-standing range. The Maytag Major Appliance may be purchased at any retailer, but the Appliance Purchase Certificates must be submitted to Maytag, together with proof of purchase of the Major Appliance and eligibility, for redemption. These Appliance Purchase Certificates are transferable, but cannot be aggregated with any other certificate or rebate program.

This is only a summary of the benefits provided by the Settlement. You can get a copy of the Settlement Agreement by visiting www.maytagfrontloadsettlement.com, or by calling toll-free, 1-866-288-0515.

HOW TO GET A PAYMENT - SUBMITTING A CLAIM FORM

10. How can I get a cash payment or Washing Machine Purchase Certificate?

To qualify for a cash payment or certificate, you must send in a completed Claim Form. A Claim Form is included in this Notice package. You can also get a Claim Form by:

- calling this toll-free number: 1-866-288-0515
- visiting the website, www.maytagfrontloadsettlement.com; or
- writing the Claims Administrator at:
Maytag® Neptune® Claims Administrator
P.O. Box 6198
Novato, CA 94948-6198

You have until May 2, 2005 to send in your Claim Form for any cash reimbursement or Washing Machine Purchase Certificate under the Repair Reimbursement and Replacement Costs benefits described in Paragraph 9 above. Appliance Purchase Certificates will only be issued if a pro rata cash distribution becomes necessary.

You have until August 9, 2005 to send in your Claim Form for service repairs and/or Washing Machine Purchase Certificates as described in Paragraph 8 above.

You must include any documentation the Claim Form asks for along with the completed Claim Form.

Mail your completed Claim Form to:

Maytag® Neptune® Claims Administrator
P.O. Box 6198
Novato, CA 94948-6198

Remember, if you don't send a Claim Form, you can't get a payment or a certificate.

11. When will I get my payment or certificate?

On November 22, 2004, the Court will hold a hearing to decide whether to finally approve the Settlement. If the Court finally approves the Settlement, a Claims Administrator appointed by the Court will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals, and payments can't be made until all appeals are finished. Because of this, there could be a delay of several months before the first claims are reviewed and paid.

12. Am I giving anything up for these benefits?

As a Class Member, unless you "opt out" all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement, you will have released Maytag from any further claims against it about the issues in this lawsuit, and you can't ever sue Maytag again about these issues. This is true even if you do not send in a Claim Form for a payment, provided you haven't excluded yourself from the Settlement.

YOUR RIGHTS - GETTING OUT OF THE SETTLEMENT

13. What if I don't want to be part of the Settlement or the Class?

You do not have to take part in the Settlement or be a Member of the Class. This is called "excluding" yourself. If you exclude yourself, you cannot get any compensation or other benefits from the Settlement and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you also keep the right to file your own lawsuit against Maytag about any alleged defects in the Neptune® Front-Load Washing Machines.

14. How do I exclude myself from the Settlement?

To exclude yourself, you must sign a Request for Exclusion that states that you want to be excluded from *Mink v. Maytag Corporation*, Civil Action No. 03L47. Your Request for Exclusion must be mailed and **postmarked before November 8, 2004**, to:

Maytag® Neptune® Claims Administrator
P.O. Box 6198
Novato, CA 94948-6198

If you do not follow these instructions properly, you will lose your right to exclude yourself.

15. If I exclude myself, can I get the benefits of the Settlement or object to it?

No. If you exclude yourself, you cannot get any benefits from the Settlement and you cannot tell the Court you don't like the Settlement (which is called "objecting"). If you exclude yourself, you are no longer part of the Class or the Settlement.

YOUR RIGHTS - OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?

If you're a Class Member and don't exclude yourself, you can tell the Court you don't like the Settlement or some part of it. This is called objecting to the Settlement. The Court will consider your views.

To object, you must send a pleading or letter that contains all of the following:

- The name and title of the lawsuit, *Mink v. Maytag Corporation*, Civil Action No. 03L47
- Adequate Proof that you are a member of the Class, including an affidavit with documentary evidence indicating that you in fact own a Maytag® Neptune®.
- A statement of each objection you have and the facts that support the objections;
- A citation of any law, if any, supporting the objections;

- A statement on whether or not you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections;
- Copies of any documents you or your lawyer will present at the Fairness Hearing.

Your objection letter ***must be delivered on or before November 8, 2004*** to all three of these addresses:

Clerk of Court	Joseph P. Danis	John R. Doyle
Circuit Court for the 20th Circuit	Carey & Danis, LLC	Elizabeth B. Herrington
St. Clair County	8235 Forsyth Blvd., Ste. 1100	McDermott, Will & Emery LLP
10 Public Square	St. Louis, MO 63105	227 West Monroe St.
Belleville, IL 62220		Chicago, IL 60606

17. What’s the difference between objecting and excluding myself?

Objecting is the way to tell the Court what you don’t like about the Settlement. You can object only if you stay in the Class and the Settlement.

Excluding yourself is the way to tell the Court you don’t want to be a part of the Class and the settlement. If you exclude yourself, you can’t object because the Settlement doesn’t affect you any more.

YOUR RIGHTS - APPEARING IN THE LAWSUIT

18. Can I appear or speak in this lawsuit and Settlement?

As long as you don’t exclude yourself, you have the right to appear and speak for yourself in this lawsuit and Settlement. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear in the lawsuit, you must give the Court a paper that is called a “Notice of Appearance.” The Notice of Appearance should say you want to appear in *Mink v. Maytag Corporation*, Civil Action No. 03L47. If you want to appear in the lawsuit **and** speak at the Fairness Hearing, your Notice of Appearance must also say that you (or your lawyer) intend to speak at the Fairness Hearing and must otherwise comply with the requirements of this Notice. (See Questions 16 and 17).

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not automatically get any benefits from the Settlement. Instead, you must **timely** send a Claim Form to obtain any benefits under the Settlement.

If you are a Class Member and do nothing, you will also be part of the Class and all of the Court’s orders will apply to you. You won’t be able to start a lawsuit or be part of any other lawsuit against Maytag about the claims in this lawsuit, ever again.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this lawsuit?

The Court has appointed a number of lawyers to represent you and all Class Members. Together, these lawyers are called Class Counsel. *You will not be charged for these lawyers.* The names and addresses of Court-appointed Lead Class Counsel are as follows:

Joseph P. Danis	William M. Audet	Jonathan Shub
Carey & Danis, LLC	Alexander, Hawes & Audet LLP	Sheller Ludwig & Badey, P.C.
8235 Forsyth Blvd., Ste. 1100	300 Montgomery St., Ste. 400	1528 Walnut St., 3rd Floor
St. Louis, MO 63105	San Francisco, CA 94104	Philadelphia, PA 10102

21. How will the lawyers be paid?

Maytag has agreed to pay an award of Class Counsel’s fees and expenses in the amount not to exceed \$8,250,000, upon Court approval. This payment is separate and apart from the benefits described above.

THE COURT’S FAIRNESS HEARING

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

A hearing will be held on November 22, 2004, at 10:00 a.m. before the Hon. Michael J. O’Malley, Circuit Court Judge, at the Circuit Court for 20th Judicial Circuit, St. Clair County, 10 Public Square, Belleville, IL 62220 (the “Fairness Hearing”). At this hearing, the Court will consider whether the Settlement is fair and adequate and whether the application for an award of attorneys’ fees and costs should be approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. The Court reserves the right to adjourn or continue the Fairness Hearing without further notice to the class.

23. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you served your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

24. May I speak at the Hearing?

You can ask the Court to allow you to speak at the Fairness Hearing. To do so, you must send the Court a Notice of Appearance that includes a statement that you want to appear and speak at the Fairness Hearing. See Questions 16 and 17.

GETTING MORE INFORMATION

25. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement from the Claims Administrator by calling toll-free, 1-866-288-0515, or writing to: Maytag® Neptune® Claims Administrator, P.O. Box 6198, Novato, CA 94948-6198. You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, Circuit Court for the State of Illinois, 20th Judicial Circuit, St. Clair County.

26. How can I get more information?

If you have any questions about this Notice or the Settlement, you can visit the website at www.maytagfrontloadsettlement.com, or write the Claims Administrator at: Maytag® Neptune® Claims Administrator, P.O. Box 6198, Novato, CA 94948-6198, 1-866-288-0515 or contact any of the above Class Counsel, or visit www.maytagfrontloadsettlement.com.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: August 9, 2004

**BY ORDER OF THE CIRCUIT COURT FOR THE STATE OF ILLINOIS,
20TH JUDICIAL CIRCUIT, ST. CLAIR COUNTY**

MAYTAG® NEPTUNE® WASHING MACHINES

CLAIM FORM GENERAL INSTRUCTIONS AND INFORMATION

You must complete and submit this Claim Form by the Claims Deadline in order to be eligible for recovery under the Settlement Agreement (the "Settlement") between Plaintiffs and Maytag Corporation ("Maytag").

Please type or print your responses in ink.

All questions *must* be fully answered. Additional information may be requested if this form is incomplete or otherwise insufficient to process your claim. You must respond to any request for additional information prior to the claims deadline; if you fail to respond, your claim may not be processed. The more complete the Claim Form, the more quickly your claim can be processed.

You must submit a separate claim form directly to the Claims Administrator for each Neptune® Front-Load Washing Machine for which you wish to make a claim.

You must answer each of the questions and provide the necessary documentation below that are applicable to you. Failure to complete the relevant sections and provide the requested documentation may result in the denial or delay of your claim and may limit the type of remedy you receive.

Important Note: Please review the Settlement Notice before you attempt to complete this form, what you will receive under the Settlement Agreement is dependent upon what category of benefits you fall under!

Please do not submit original documents. Materials submitted will not be returned. Please submit clear, legible, and complete copies, for which duplicate originals should be submitted. Keep a copy of the Claim Form and all enclosures.

If you have questions regarding this Claim Form or recovery under the Settlement Agreement, you can call the Claims Administrator at 1-866-288-0515, your questions will be answered at no cost to you, or you can access www.maytagfrontloadsettlement.com.

Mail the completed Claim Form by the deadlines set forth in the Claim Form, along with all supporting documentation, to:

Maytag® Neptune® Claims Administrator
P.O. Box 6198
Novato, CA 94948-6198