

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
 )  
MR JUSTICE GLUSTEIN )

TUESDAY, THE 9<sup>th</sup>  
DAY OF MARCH, 2021



BETWEEN:

KEITH McBAIN

Plaintiff

and

HYUNDAI AUTO CANADA CORP,  
HYUNDAI MOTOR COMPANY, LTD, HYUNDAI MOTOR AMERICA, INC,  
and HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(SETTLEMENT APPROVAL)**

**THIS MOTION**, made by the Plaintiff, for an order (1) approving the Settlement Agreement, dated October 22, 2020; (2) approving the form, content, and manner of dissemination of the Approval Notice; (3) approving the form and content of the Claim Form; and, (4) appointing the Claims Administrator, was heard on February 23, 2021 virtually over Zoom.

**ON READING** the materials filed by the parties, including the Settlement Agreement between them, dated October 22, 2020 (the "Settlement Agreement"), a copy of which is attached as Schedule "A," and any written objections filed, and on hearing the submissions of

Class Counsel and counsel for the Defendants (and any objectors), fair and adequate notice of the within hearing having been provided to Settlement Class Members in accordance with the Pre-Approval Order of this Court, dated November 5, 2020.

**AND ON BEING ADVISED** (1) that the Defendants consent to this Order; and, (2) that Epiq Class Action Services Canada, Inc consents to being appointed as Claims Administrator;

1. **THIS COURT ORDERS** that the capitalized terms herein have the same meaning as in the Settlement Agreement unless otherwise defined herein;
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class;
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6;
4. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms;
5. **THIS COURT ORDERS** that the benefits set forth in the Settlement Agreement are provided in full satisfaction of the obligations of the Defendants under the terms of the Settlement Agreement;
6. **THIS COURT ORDERS** that this Order gives effect to the release and waiver in favour of the Defendants provided for in the Settlement Agreement;
7. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiff and all Settlement Class Members;

8. **THIS COURT ORDERS** that Epiq Class Action Services Canada, Inc is appointed as Claims Administrator and that the Claims Administrator shall perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility as ordered by this Court;

9. **THIS COURT APPROVES** the form and content of the Approval Notice, attached as Schedule "B" to this Order;

10. **THIS COURT ORDERS** that the Approval Notice shall be published and disseminated by the Claims Administrator in accordance with the Settlement Agreement and the Notice Plan, attached as Schedules "A" and "C" to this Order, respectively;

11. **THIS COURT ORDERS** that the dissemination of the Approval Notice as set out in the Settlement Agreement and in the Notice Plan is the best notice practicable under the circumstances, and constitutes sufficient notice to all Settlement Class Members entitled to notice;

12. **THIS COURT ORDERS** that the Defendants shall pay the costs and fees of the Claims Administrator, including the costs associated with publishing and disseminating the Approval Notice, in accordance with the terms of the Settlement Agreement;

13. **THIS COURT ORDERS AND AUTHORIZES** the Defendants to provide the Claims Administrator with the names, mailing addresses and email addresses (if available) of Settlement Class Members for the purposes of disseminating the Approval Notice and otherwise implementing the Settlement Agreement;

14. **THIS COURT ORDERS** that all information provided to the Claims Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Claims Administrator and its agents pursuant to the applicable privacy laws and solely for the purposes of providing notice of settlement and administering the Settlement Agreement; the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Order and/or any other orders of this Court;

15. **THIS COURT APPROVES** the form and content of the Claim Form, which will be substantially the same as that which is attached as Schedule "D" to this Order;

16. **THIS COURT ORDERS** that in order to receive the eligible benefits set out in the Settlement Agreement, other than the Lifetime Warranty, Settlement Class Members must submit a Claim Form to the Claims Administrator on or before the Claims Deadline;

17. **THIS COURT ORDERS** that the Action shall be dismissed without costs and with prejudice as of the Effective Date, provided however that the Plaintiffs and Settlement Class Members are not releasing claims for personal injury; damage to property other than to a Settlement Class Vehicle; or, claims that relate to something other than a Settlement Class Vehicle and the alleged defect here;

18. **THIS COURT ORDERS** that each Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees, without costs and with prejudice, of any and all proceedings asserting the Settlement Class Members' Released Claims;

19. **THIS COURT ORDERS** that any and all proceedings asserting the Settlement Class Members' Released Claims commenced in Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice;

20. **THIS COURT ORDERS** that Settlement Class Members shall be deemed to release and forever discharge the Releasees of and from any and all Released Claims;

21. **THIS COURT ORDERS** that the Settlement Class Members shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or other person, any action, suit, cause of action, claim or demand against any Releasee, or against any other person who is entitled to claim contribution or indemnity from any Releasee, in respect of any Released Claim;

22. **THIS COURT ORDERS** that neither the Settlement Agreement, including all terms thereof, nor performance under the terms of the Settlement Agreement by the Parties is, or shall be, construed as any admission by the Plaintiffs, the Settlement Class Members, or the Defendants, including, but not limited to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; (3) the existence, cause, or extent of any damages or losses alleged or suffered by the Plaintiffs or any Settlement Class Member; or, (4) the appropriateness of class certification in the Action;

23. **THIS COURT ORDERS** that neither the Settlement Agreement, including all terms thereof, nor performance under the terms of the Settlement Agreement by any Party thereto is, or shall be construed as, an admission by the Plaintiffs, Settlement Class Members, or the Defendants of the validity of any fact or defence asserted in the Action, or in any other litigation;

24. **THIS COURT ORDERS** that if the Settlement Agreement fails to become effective on its terms, or this Order is not entered or is vacated, reversed or materially modified on appeal (and, in the event of material modification, one of the Parties elects to terminate the said Agreement), then this Order shall become null and void, the Settlement Agreement shall be deemed terminated in accordance with its terms, and the Parties shall return to their positions without prejudice in any way, as provided in the said Agreement;

25. **THIS COURT ORDERS** that this Order is contingent upon:

- (i) a parallel order being made by this Court in the action titled *Asselstine v Kia Canada Inc, et al*, bearing Ontario Superior Court of Justice Court File No CV-19-627149-00CP;
- (ii) a parallel order being made by the Superior Court of Québec in the action titled *Pelletant v Hyundai Auto Canada Corp et al*, bearing Superior Court of Québec Court File No 500-06-0010103-198;
- (iii) the dismissal and/or discontinuance of the action titled *Papp v Kia Motors America Inc, et al*, bearing Court of Queen's Bench for Saskatchewan Court File No QBG 795/19; and,
- (iv) the dismissal and/or discontinuance of the action titled *Killoran v Hyundai Auto Canada Corp, et al*, bearing Supreme Court of British Columbia Court File No S-194327.

26. **THIS COURT ORDERS** that the terms of this Order shall not be effective unless and until such orders mentioned in paragraph 25 above have been made;

27. **THIS COURT ORDERS** that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, subject to the terms and conditions set out in the Settlement Agreement;

28. **THIS COURT DIRECTS** Ontario Class Counsel to contact the Court diligently in the event that the content of the informational pamphlet suffers major discrepancies when compared to the stipulations of the Settlement Agreement;

29. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

30. **THIS COURT ORDERS** that if the Case-Management Judge originally assigned in this Action is, for any reason, unable to fulfill any of the duties set out in the Settlement Agreement, another Judge of this Court shall be appointed in his stead;

31. **THIS COURT DECLARES** that where any term of this Order and the Settlement Agreement conflict, the term contained in this Order shall govern;

32. **THIS COURT ORDERS** that there shall be no costs of this motion.

  
The Honourable Justice Benjamin Glustein

**Schedule "A"**  
**Settlement Agreement, dated October 22, 2020**



<i>McBain v. Hyundai Auto Canada Corp., et al.</i>	Ontario Superior Court of Justice, Court File No. CV-19-00001186-00CP
<i>Asselstine v. Kia Canada Inc., et al.</i>	Ontario Superior Court of Justice, Court File No. CV-19-00001302-0000
<i>Papp v. Kia Motors America Inc., et al.</i>	Court of Queen's Bench for Saskatchewan, Court File No. QBG 795/19
<i>Killoran v. Hyundai Auto Canada Corp., et al.</i>	Supreme Court of British Columbia, Court File No. S-194327
<i>Pelletant v. Hyundai Auto Canada Corp., et al.</i>	Superior Court of Québec, Court File No. 500-06-0010103-198

**HYUNDAI AND KIA GDI ENGINE CANADIAN CLASS ACTIONS  
SETTLEMENT AGREEMENT**

Dated as of October 22, 2020

**TABLE OF CONTENTS**

	<b>PAGE</b>
1. INTRODUCTION.....	1
2. DEFINITIONS.....	2
3. APPROVAL OF THIS SETTLEMENT AGREEMENT AND CERTIFICATION/AUTHORIZATION FOR SETTLEMENT PURPOSES.....	9
4. SETTLEMENT BENEFITS .....	9
5. CLAIMS PROGRAM ADMINISTRATION.....	18
6. NOTICE TO THE CLASS .....	22
7. SETTLEMENT CLASS MEMBERS’ RIGHTS TO OPT OUT AND OBJECT.....	25
8. COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT .....	27
9. RELEASE AND WAIVER .....	28
10. CLASS COUNSEL FEES .....	34
11. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT .....	35
12. TERMINATION OF CLASS ACTIONS, JURISDICTION OF THE COURTS .....	36
13. OTHER TERMS AND CONDITIONS.....	38

**TABLE OF EXHIBITS**

<b>Exhibit</b>	<b>Title</b>
A	Settlement Class Vehicles
B	Short-Form Notice
C	Long-Form Notice

## 1. INTRODUCTION

This Settlement Agreement settles, subject to approval by the Courts, on behalf of the Settlement Class in the Actions, all claims asserted by the Settlement Class related to Hyundai- and Kia-brand vehicles with a Theta II 2.0-litre or 2.4-litre gasoline direct injection engine, as identified in **Exhibit “A”**, which were originally sold or leased in Canada.

The Actions seek damages and other relief on behalf of customers with these affected vehicles. They allege that certain Hyundai and Kia vehicles equipped with Theta II 2.0-litre and 2.4-litre gasoline direct injection engines were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure and/or engine fire. The Defendants deny the allegations and any liability, and believe that they have meritorious defenses to the claims alleged in the Actions.

The Defendants have already implemented product improvement campaigns with respect to the Settlement Class Vehicles in which knock sensor detection technology is added to the vehicle through a free software update. The product improvement campaigns included, among other things, extensions to the engine warranty for the Settlement Class Vehicles. Supplementary to those benefits, and notwithstanding the Defendants’ denial of any liability or culpability, as a further benefit to their customers and to avoid protracted litigation, the Defendants wish to settle all claims asserted in the Actions by the Settlement Class related to an alleged defect in the engines in the Settlement Class Vehicles.

Through negotiations between the parties that began in November 2019, the Parties have agreed on the terms and conditions set forth in this Settlement Agreement.

The matters addressed in this Settlement Agreement relate solely to proceedings in Canada. The Parties recognize that the matters do not relate to the enforcement of the laws of countries other than Canada. Nothing in this Settlement Agreement is intended to apply to or affect Hyundai’s or Kia’s obligations under the laws or regulations of any jurisdiction outside Canada. In addition, this Settlement Agreement makes no factual findings or conclusions of law. Nothing in this Settlement Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability

of any Releasees in any civil, criminal, regulatory or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense.

## 2. DEFINITIONS

The capitalized terms in this Settlement Agreement, including the attached schedules and exhibits, have the following meanings, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms used in this Settlement Agreement that are not defined in section 2 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2.1 “**Actions**” means the following five actions collectively:

- the action in the Ontario Superior Court of Justice titled *McBain v. Hyundai Auto Canada Corp., et al.*, with court file number CV-19-00001186-00CP;
- the action in the Ontario Superior Court of Justice titled *Asselstine v. Kia Canada Inc., et al.*, with court file number CV-19-00001302-0000;
- the action in the Court of Queen’s Bench for Saskatchewan titled *Papp v. Kia Motors America Inc., et al.*, with court file number QBG 795/19;
- the action in the Supreme Court of British Columbia titled *Killoran v. Hyundai Auto Canada Corp., et al.*, with court file number S-194327; and
- the action in the Superior Court of Québec titled *Pelletant v. Hyundai Auto Canada Corp., et al.*, with court file number 500-06-0010103-198.

2.2 “**Approval Notice**” means the English and French notice of the Approval Orders published and disseminated to Settlement Class Members, substantially in a form to be approved by the Courts.

2.3 “**Approval Notice Date**” means the date on which the Approval Notice is first published and disseminated, in accordance with the Approval Orders.

- 2.4 “**Approval Order**” means a Court’s order and/or judgment approving this Settlement Agreement.
- 2.5 “**Authorized Dealer**” means any authorized Hyundai- or Kia-brand dealership located in Canada, as evidenced by a valid dealer sales and service agreement.
- 2.6 “**Claim**” means a properly completed Claim Form submitted by or on behalf of a Settlement Class Member with all required supporting documentation to the Claims Administrator on or before the Claims Deadline.
- 2.7 “**Claim Form**” means the document that enables a Settlement Class Member to apply for benefits under this Settlement Agreement.
- 2.8 “**Claimant**” means a Settlement Class Member, or a Settlement Class Member’s estate or legal representative, who completes and submits a Claim Form.
- 2.9 “**Claims Administrator**” means the third party agreed to by the Parties and appointed by the Courts to administer and oversee the Claims Program.
- 2.10 “**Claims Deadline**” means the deadline by which Settlement Class Members must submit a complete and valid Claim, which, subject to section 13.4, shall be ninety (90) days from the Effective Date.
- 2.11 “**Claims Program**” means the program through which Settlement Class Members may file Claims and, if eligible, obtain benefits under this Settlement Agreement, as described in section 5.
- 2.12 “**Class Counsel**” means the law firms listed as lawyers of record in the Actions, namely McKenzie Lake Lawyers LLP, Strosberg Sasso Sutts LLP, Merchant Law Group LLP, and Garcha & Company.
- 2.13 “**Court(s)**” means, with respect to the National Settlement Class, the Ontario Superior Court of Justice and, with respect to the Québec Settlement Class, the Superior Court of Québec.

- 2.14 **“Defendants”** means Hyundai Auto Canada Corporation (**“HACC”**), Hyundai Motor Company, Hyundai Motor America, Inc., and Hyundai Motor Manufacturing Alabama, LLC (collectively, **“Hyundai”**); and Kia Canada Inc. (**“KCI”**), Kia Motors Corporation, Kia Motors America, Inc., and Kia Motors Manufacturing Georgia, Inc. (collectively, **“Kia”**).
- 2.15 **“Effective Date”** means the first business day after the Settlement Approval Date, unless any appeals are taken from an Approval Order, in which case it means the date upon which all appeals have been fully disposed of in a manner that affirms the subject Approval Order, or a date after the Settlement Approval Date that is agreed to in writing by the Parties.
- 2.16 **“Excluded Persons”** means the following individuals and entities:
- 2.16.1 the Defendants, and their directors, officers, and employees;
  - 2.16.2 persons who validly opt out of the settlement;
  - 2.16.3 persons who purchased a Settlement Class Vehicle that had, prior to their purchase, been deemed a total loss or that had a branded title of “Dismantled”, “Junk”, “Salvage”, or “Mechanically Unfit” (subject to verification through Carfax or other means);
  - 2.16.4 current or former owners or lessees of a Settlement Class Vehicle that previously released their claims in an individual settlement with any of the Defendants with respect to the issues raised in the Actions; and
  - 2.16.5 Class Counsel and presiding judges in the Actions.
- 2.17 **“Exceptional Neglect”** means:
- (a) when the vehicle’s engine evidences a lack of maintenance or care for a significant period of time of not less than one (1) year, based on the recommended ‘normal maintenance schedule’ service intervals detailed in the vehicle’s owner manual, unless such lack of maintenance or care was due to a Loss Event; or

(b) failure of a Settlement Class Member to have the KSDS update completed pursuant to the KSDS Campaigns by a Hyundai or Kia dealer within 60 days of the Approval Notice Date, or within 60 days of the mailing of the KSDS Campaign notice, whichever is later.

Diagnostic costs associated with establishing Exceptional Neglect will be borne by the Defendants.

- 2.18 **“Fair Market Value”** means a Settlement Class Vehicle’s Canadian Black Book (“CBB”) Wholesale Value (including any CBB-valued options), with no regional adjustment, as at the Relevant Loss Date based on the vehicle’s mileage at that time. In the event that an odometer reading is not available as of the Relevant Loss Date, the default condition category for determining the CBB Wholesale Value will be the ‘Average’ condition.
- 2.19 **“Knock Sensor Detection Software”** or **“KSDS”** means the engine monitoring technology developed by the Defendants that, with software innovations, leverages existing hardware on the Settlement Class Vehicles to continuously monitor engine performance for symptoms that may precede engine failure and that is, in any event of a settlement, being offered as a software update to Settlement Class Members free of charge pursuant to product improvement campaigns (the **“KSDS Campaigns”**).
- 2.20 **“Loss”** means an amount lower than the Settlement Class Vehicle’s Fair Market Value.
- 2.21 **“Loss Event”** means any incident involving a Settlement Class Vehicle that would have led to a Qualifying Repair (such as an engine seizure, engine stall, engine noise, engine compartment fire arising from a connecting rod bearing failure, or illumination of the oil lamp caused by a connecting rod bearing failure and diagnosed as requiring repair of the engine block) but as a result of which the Settlement Class Member disposed of the Settlement Class Vehicle at a Loss, and for which the estimated repair cost, as documented at the time, exceeded 50% of the then-Fair Market Value of the vehicle. This includes events for which there was insurance coverage, but only where the Settlement Class



Member was still not made whole by such insurance payments, and only to the extent they were not made whole.

- 2.22 “**Notice Administrator**” means the third party agreed to by the Parties and appointed by the Courts to implement the Notice Program and administer the opt-out and objection processes. The Parties agree that Epiq Class Action Services Canada Inc. shall serve as Notice Administrator, subject to approval by the Courts.
- 2.23 “**Notice Program**” means a reasonable notice program for distributing the Settlement Class Notices that reflects the potential availability of direct notice to Settlement Class Members.
- 2.24 “**Pamphlet**” refers to the informational document designed to be kept with the owner’s manual for Settlement Class Vehicles. The Pamphlet will: (i) prominently warn of the risk that Settlement Class Vehicles may suffer engine stalling while driving, (ii) list all warning signs known by the Defendants that potentially precede such an engine seizure or stall, such as engine knocking and illumination of the Settlement Class Vehicle’s oil lamp; (iii) recommend that any Settlement Class Member who has not already done so, should promptly present their Settlement Class Vehicle to a Hyundai or Kia Authorized Dealer (as appropriate) for a free inspection and, if appropriate, repair; (iv) describe the warranty and payment benefits provided by this settlement; and (v) describe the Defendants’ KSDS Campaigns for the Settlement Class Vehicles.
- 2.25 “**Parties**” means Hyundai, Kia and the Settlement Class Representatives, collectively.
- 2.26 “**Pre-Approval Notice**” means the English and French versions of the short- and long-form notices described in section 6.2 and substantially in the forms attached as **Exhibits “B”** and **“C”**, respectively.
- 2.27 “**Pre-Approval Notice Date**” means the date on which the Pre-Approval Notice in short-form is first published in a national newspaper in Canada in accordance with section 6.
- 2.28 “**Pre-Approval Order**” means a Court’s order certifying/authorizing the Settlement Class for settlement purposes only and approving the Pre-Approval Notice and Notice

Program, which will also set the deadline for a potential Settlement Class Member to opt out of the Settlement Class or to object to this Settlement Agreement (the “**Opt-Out Deadline**” and “**Objection Deadline**”, respectively).

- 2.29 “**Qualifying Repair**” means any type of repair, replacement, diagnosis or inspection of the Settlement Class Vehicle’s short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) due to a connecting rod bearing failure or symptoms associated with connecting rod bearing failure, except in the event of Exceptional Neglect. For purposes of reimbursement of repairs that occurred before notice of this settlement is issued, “Qualifying Repair” also includes repairs to any other Settlement Class Vehicle components (including but not limited to the long block assembly and its components, the battery, and the starter), provided that there is corresponding documentation confirming that the work was conducted in an attempt to address engine seizure, engine stall, engine noise, engine compartment fire, illumination of the oil lamp, or other mechanical or cosmetic damage to the Settlement Class Vehicle that was caused by a connecting rod bearing failure or symptoms associated with connecting rod bearing failure, except in the event of Exceptional Neglect. Nothing in this definition shall require the Defendants to cover the costs of repairs required due to a collision involving a Settlement Class Vehicle, unless such collision is directly caused by an engine failure in a Settlement Class Vehicle that would have otherwise led to a Qualifying Repair.
- 2.30 “**Relevant Loss Date**” means:(a) in the case of a Settlement Class Vehicle that is deemed a total loss as a result of an engine fire, the date of the engine fire; or, (b) in the case of a Settlement Class Vehicle that experienced a Loss Event and was sold or traded-in without obtaining a Qualifying Repair, the date of the sale or trade-in.
- 2.31 “**Settlement Agreement**” means this proposed settlement agreement, including its exhibits and any supplemental agreements, as amended and approved.
- 2.32 “**Settlement Approval Date**” means the date on which the last Approval Order is issued and entered.

- 2.33 “**Settlement Approval Hearing**” means the hearing before a Court to determine whether to issue an Approval Order.
- 2.34 “**Settlement Class**” means all persons (including individuals and entities) who purchased or leased a Settlement Class Vehicle in Canada, with the exception of Excluded Persons. Persons included in the Settlement Class are referred to as “**Settlement Class Members**”. The Settlement Class is comprised of the following two subgroups:
- 2.34.1 “**National Settlement Class**” means all Settlement Class Members who are not in the Québec Settlement Class; and,
- 2.34.2 “**Québec Settlement Class**” means all Settlement Class Members whose Settlement Class Vehicle is identified based on reasonably available information as having been registered in Québec on the Pre-Approval Notice Date.
- 2.35 “**Settlement Class Vehicle**” means a Hyundai or Kia vehicle originally equipped with or replaced with a genuine Theta II 2.0-litre or 2.4-litre gasoline direct injection (“**GDI**”) engine within OEM specifications that: (a) is of a model type and model year listed in **Exhibit “A”**; (b) was originally sold or leased in Canada; and, (c) was manufactured before the Knock Sensor Detection Software was incorporated into the vehicle’s production.
- 2.36 “**Settlement Class Notices**” means the English and French versions of the Pre-Approval Notice, Approval Notice, and any other notice provided for in the Notice Program.
- 2.37 “**Settlement Class Release**” means the release and waiver by Settlement Class Members described in section 9, which will take effect upon entry of the Approval Orders in the Actions.
- 2.38 “**Settlement Class Representatives**” means Chantel Asselstine, John Kevin Killoran, Keith McBain, Alexandra Papp, and Ludovic Pelletant.

**3. APPROVAL OF THIS SETTLEMENT AGREEMENT AND CERTIFICATION/AUTHORIZATION FOR SETTLEMENT PURPOSES**

- 3.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Courts pursuant to a motion for a Pre-Approval Order.
- 3.2 Any certification/authorization of the Settlement Class, and any motion for a Pre-Approval Order seeking certification/authorization of the Settlement Class, shall be for settlement purposes only, and the Defendants retain all rights to assert that certification/authorization of a class in the Actions for any other purpose is not appropriate.
- 3.3 Except as otherwise agreed to by the Parties, a motion for a Pre-Approval Order shall be submitted to each of the Courts in a manner that seeks to preserve the confidentiality of the motion and Settlement Agreement until such time as the hearing of the motion. In addition, the motion for a Pre-Approval Order submitted to each Court shall seek a Pre-Approval Order that is conditional upon a complementary Pre-Approval Order being made by the other Court.
- 3.4 The Parties and their counsel agree to take all actions and steps reasonably necessary to obtain the Approval Orders. The motion for an Approval Order submitted to each Court shall seek an Approval Order that is conditional upon an Approval Order being made by the other Court.
- 3.5 This Settlement Agreement shall be null and void and of no force and effect unless Approval Orders are granted by both Courts and the Effective Date occurs.

**4. SETTLEMENT BENEFITS**

In consideration for the settlement and dismissal of the Settlement Class's claims, and for the release provided herein, Hyundai and Kia agree to provide to the Settlement Class the consideration set out below. All dollar amounts referred to in this Settlement Agreement are in Canadian dollars.

#### 4.1 **Lifetime Engine Warranty Coverage for Short Block and Damage Caused By Connecting Rod Bearing Issue**

4.1.1 For any Settlement Class Vehicle that has the KSDS update completed, HACC and KCI will extend the existing Powertrain Warranty to cover, for the life of the vehicle effective beginning on the Approval Notice Date:

(a) any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) caused by a connecting rod bearing failure; and,

(b) any damage to the rest of the long block assembly caused by a connecting rod bearing failure (the “**Lifetime Warranty**”).

4.1.2 The Lifetime Warranty will cover all costs associated with inspections and repairs, including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by an engine malfunction (*e.g.*, engine failure or fire).

4.1.3 In conjunction with any Qualifying Repair at a Hyundai or Kia Authorized Dealer, HACC or KCI (as applicable) will provide a loaner vehicle at no cost, as may be available at the relevant dealer location, or will provide reimbursement of up to \$40 per day for a reasonable rental car until the engine repair or replacement is completed.

4.1.4 With the exception of cases of Exceptional Neglect arising from conduct identified in only subsection 2.17(a) of the definition of Exceptional Neglect (*i.e.*, the requirement to receive the KSDS update within 60-days included in subsection 2.17(b) shall not apply to Settlement Class Members seeking benefits under the Lifetime Warranty) and subject to section 4.1.6 below and to the existing terms, limitations and conditions of the Settlement Class Vehicles’ original Powertrain Warranty, the Lifetime Warranty will otherwise endure for issues arising from connecting rod bearing wear or damage irrespective of the Settlement Class

Vehicle's mileage and duration of ownership, and is fully transferrable to any subsequent owner or lessee.

- 4.1.5 For a Settlement Class Vehicle that needs a new engine pursuant to this Lifetime Warranty, but has mileage at or above 200,000 km and is more than eight (8) years from the original in-service date, HACC or KCI, as applicable, shall have the option, in lieu of replacing the engine, to repurchase the vehicle at the then-current Fair Market Value.
- 4.1.6 The Lifetime Warranty shall not apply or be available to used car dealers, franchisees, or automobile auction houses. Further, this Settlement Agreement does not oblige Hyundai or Kia, or their dealerships, to repair engines or provide new engines under the Lifetime Warranty, or provide any other compensation or payment, for otherwise inoperative vehicles (e.g., branded, salvage, or junkyard vehicles not otherwise roadworthy) unless such inoperability is directly caused by an engine failure or fire originating from a connecting rod bearing failure and otherwise subject to a Qualifying Repair.
- 4.1.7 Settlement Class Members shall not be required to present the Long Form Notice, Pamphlet, Claim Form, or any other Settlement-related document in order to receive Lifetime Warranty inspections or repairs at an Authorized Dealer. Settlement Class Members will be instructed to continue to retain all vehicle maintenance records, and will be required to provide records for vehicle maintenance performed before and after completing the KSDS update to receive repairs under the Lifetime Warranty. Settlement Class Members who intentionally seek to conceal evidence of Exceptional Neglect by refusing to provide their maintenance records will be denied a repair under the Lifetime Warranty. Receiving the KSDS update or a repair under the Lifetime Warranty does not automatically entitle a Settlement Class Member to any other benefits available under this Settlement Agreement.

- 4.1.8 In order to obtain the Lifetime Warranty, Settlement Class Members must, at their own expense, bring their Settlement Class Vehicle to an Authorized Dealer to receive the KSDS update.
- 4.1.9 HACC and KCI may implement or continue to implement customer satisfaction or goodwill benefits for individual Settlement Class Members on a case-by-case basis, and without regard to their entitlement to relief under this Settlement Agreement. No such goodwill decision by HACC or KCI, however, shall (1) deprive a Settlement Class Member or Claimant of the benefits under this Settlement Agreement; or (2) entitle any other Settlement Class Member or Claimant to the same or similar discretionary goodwill benefits.
- 4.1.10 Any repairs performed pursuant to the Lifetime Warranty before the Pre-Approval Notice Date shall preclude the Settlement Class Members who received such repairs from opting out of the Settlement Class.

## 4.2 **Payment for Past Repairs**

- 4.2.1 To the extent any Claimant – before notice of the settlement is issued – obtained a Qualifying Repair for a Settlement Class Vehicle, the Claimant will be entitled to full payment by HACC (for Hyundai Settlement Class Vehicles) and KCI (for Kia Settlement Class Vehicles) of all repair expenses incurred by the Claimant to have a Hyundai or Kia Authorized Dealer or a qualified mechanic in Canada diagnose or address a Qualifying Repair, with the exception of expenses caused by Exceptional Neglect.
- 4.2.2 The Claimant must submit a completed Claim Form by the Claims Deadline, with proof of payment of the repair expense incurred by the Claimant. Proof of payment of the repair expense means the original or a copy of any document(s) generated at or around the time an expense was incurred for a Qualifying Repair that identifies the date performed, cost incurred, and nature of the repair such that it can be identified as a Qualifying Repair.

- 4.2.3 If a Claimant was denied an in-warranty repair at an Authorized Dealer and then obtained the Qualifying Repair elsewhere, and can provide proof of payment for that Qualifying Repair, they are also entitled to a credit, valid for one year from the date it is issued, for a free oil and filter change and tire rotation at any Hyundai or Kia Authorized Dealer (as applicable).
- 4.2.4 Claimants previously reimbursed for past repairs or related expenses (*e.g.*, through a HACC, KCI, or dealership goodwill payment) will not be entitled to a payment under this settlement for that portion of the expense for which they have already been reimbursed.
- 4.2.5 Claimants who paid for the Qualifying Repair with a credit card shall substantiate the cost for the Qualifying Repair with a repair receipt from the dealership showing their payment, a credit card receipt from the dealership, or a credit card statement showing a payment to the dealership. Claimants who paid for the Qualifying Repair with a debit card or cheque shall substantiate the cost for the Qualifying Repair with a repair receipt from the dealership showing their payment, debit card receipt from the dealership, cleared cheque showing their payment to the dealership, or a bank statement showing a payment to the dealership. Claimants who paid for the Qualifying Repair with cash shall substantiate the cost for the Qualifying Repair with a repair receipt from the dealership showing their payment, or if they do not have such a repair receipt, with a statement under oath attesting that they do not have a repair receipt from the dealership showing their payment and as to the dollar amount they paid in cash to the dealership.

#### 4.3 **Payment for Incurred Expenses Related to Past Repair**

- 4.3.1 A Claimant shall be entitled to payment for incurred (a) towing expenses; and (b) rental car or alternative transportation service expenses (if a loaner vehicle was not originally provided by HACC, KCI or a dealership) up to a maximum of \$40 per day, which were reasonably related to obtaining a Qualifying Repair for a Class Vehicle (“**Incurred Expenses Related to Repair**”).



- 4.3.2 In order to obtain this payment, the Claimant must submit a completed Claim Form by the Claims Deadline, with proof of the Incurred Expenses Related to Repair and proof that a Qualifying Repair was performed, or that the Settlement Class Vehicle was at a Hyundai or Kia Authorized Dealer awaiting a Qualifying Repair, within 30 days of the Incurred Expenses Related to Repair. Proof of the Incurred Expenses Related to Repair consists of the original or a copy of any document(s) generated at or around the time that the expense was incurred, and which identifies the nature of the expense, the date the cost was incurred, and the dollar amount.
- 4.3.3 For greater certainty, Incurred Expenses Related to Repair do not include any other out-of-pocket expenses. For example, there is no entitlement to lost wages allegedly incurred due to an inability to get to or from a place of employment or to recover other forms of consequential damages.
- 4.3.4 Claimants previously reimbursed in full or in part for such repair-related expenses (e.g., through a HACC, KCI, or dealership goodwill payment) will not be entitled to a payment under this settlement for that portion of the Incurred Expense Related to Repair for which they have already been reimbursed.

#### 4.4 **Credit for Inconvenience Due to Past Repair Delays**

- 4.4.1 To the extent any Claimant was required – due to a lack of necessary parts or dealer capacity – to wait 60 days or more to obtain a Qualifying Repair from a Hyundai or Kia Authorized Dealer, the Claimant shall be entitled to a dealer credit based on the length of the delay.
- 4.4.2 This credit – available for use within one year of the date it was issued – may be used towards any service, parts or merchandise at any Hyundai or Kia Authorized Dealer (as applicable based on the brand of the Settlement Class Vehicle). The value of the credit will be calculated as follows: \$65 for delays lasting between 60 and 90 days, and \$35 for each additional 30-day period of delay or fraction thereof.

4.4.3 In order to obtain this credit, the Claimant must submit a completed Claim Form by the Claims Deadline, with a statement under oath attesting that they were inconvenienced by the delay, and providing supporting documentation confirming the length of delay.

4.4.4 Claimants that have already received any payment or credit from HACC, KCI or any Hyundai or Kia Authorized Dealer for a delay in obtaining a Qualifying Repair will be ineligible for this benefit.

#### **4.5 Payment for Loss of Vehicle by Engine Fire**

4.5.1 To the extent a Claimant's vehicle is deemed a total loss as a result of an engine fire arising from a vehicle condition that would have otherwise resulted in a Qualifying Repair, the Claimant will be entitled to payment of the Fair Market Value – based on the vehicle's mileage on the Relevant Loss Date, and up to a maximum of the amount the Claimant paid to purchase the vehicle – plus an additional \$140 payment, less any amount actually received by the Claimant in respect of the loss of the vehicle (from an insurer or otherwise).

4.5.2 In order to be eligible for this payment, the Claimant must submit a completed Claim Form by the Claims Deadline or, for losses incurred after the Effective Date, within 90 days of the date of the engine fire, with proof of the Loss Event and third party documentation acceptable to the Claims Administrator establishing that a fire occurred and originated within the engine compartment and was unrelated to any collision.

4.5.3 Nothing in this section shall require HACC or KCI to provide any payment for the loss of a Settlement Class Vehicle due to an engine fire caused by collision or a source other than the engine.

#### **4.6 Payment for Loss of Vehicle Sold or Traded-In Due to Loss Event**

4.6.1 Except in respect of vehicles exhibiting Exceptional Neglect, Claimants who, before the Pre-Approval Notice Date, experienced a Loss Event and sold or

traded-in their Settlement Class Vehicle without obtaining a Qualifying Repair, are entitled to payment of the Fair Market Value – based on the mileage on the Relevant Loss Date, and up to a maximum of the amount the Claimant paid to purchase the vehicle – plus \$140.00, less any amount actually received by the Claimant from the sale or trade-in.

4.6.2 In order to obtain this payment, the Claimant must submit a completed Claim Form by the Claims Deadline, with proof acceptable to the Claims Administrator of (a) the Loss Event; and (b) the sale or trade-in and the value received under the sale or trade-in.

4.6.3 A Claimant's maintenance history or lack thereof before the repair diagnosis, except in the event of Exceptional Neglect, shall not be a basis for denying or limiting compensation under this section.

4.6.4 A Claimant who was previously reimbursed by HACC, KCI, or a Hyundai or Kia Authorized Dealer in connection with a sale or trade-in of a Settlement Class Vehicle following a Loss Event shall not be entitled to a payment under this section for that portion of the loss for which he, she or it has already been reimbursed. It shall be the Defendants' burden to establish that any prior payments were directly related to a Loss Event.

#### 4.7 **Trade-In Rebate Program**

4.7.1 To the extent a Settlement Class Member decides as a result of the allegations in the Actions to trade in their Settlement Class Vehicle at a Hyundai or Kia Authorized Dealer for a new Hyundai or Kia vehicle, respectively, he, she or it may then submit a claim for a rebate, provided that they previously experienced an incident with their Settlement Class Vehicle that led to a Qualifying Repair.

4.7.2 To be eligible for this rebate, the claim must: (a) be submitted by the Claims Deadline or, if the engine failure or fire occurred after the Effective Date, within 90 days of the engine failure or fire; and (b) contain proof of the completed trade-

in of the Settlement Class Vehicle for a replacement Hyundai or Kia vehicle from a Hyundai or Kia Authorized Dealer, respectively.

4.7.3 The rebate will be calculated by determining the difference between the actual trade-in amount and the Fair Market Value of the Settlement Class Vehicle at the time of the trade-in, up to the following maximum amounts:

- For model year 2011 through 2014 Settlement Class Vehicles: \$1,750
- For model year 2015 and 2016 Settlement Class Vehicles: \$1000
- For model year 2017 through 2019 Settlement Class Vehicles: \$500

4.7.4 The rebate paid by HACC or KCI, through the Claims Administrator, under this section will be paid in addition to the benefit of the lower sales tax on the replacement Hyundai or Kia vehicle, which the Claimant will receive in the ordinary course as a result of the trade-in value being deducted from the replacement vehicle sale price.

#### 4.8 **Notice and Claims Administration Costs**

4.8.1 HACC and KCI shall pay for: (a) notice to the Settlement Class of the Settlement Approval Hearings and, if approved, the settlement approval; and (b) administration of the settlement.

#### 4.9 **Severall Liability**

4.9.1 Hyundai's and Kia's obligations to comply with the requirements of this Settlement Agreement are severall. HACC shall be severally liable for all required payments or benefits provided under this Settlement Agreement to Settlement Class Members who own(ed) or lease(d) a Hyundai Settlement Class Vehicle. KCI shall be severally liable for all required payments or benefits provided under this Settlement Agreement to Settlement Class Members who own(ed) or lease(d) a Kia Settlement Class Vehicle.

4.9.2 Any legal successor or assign of HACC or KCI shall remain severally liable for the payment and other performance obligations of Hyundai or Kia, respectively, under this Settlement Agreement.

## 5. CLAIMS PROGRAM ADMINISTRATION

5.1 The Defendants' obligation to implement the Claims Program in accordance with this Settlement Agreement is and shall be contingent upon each of the following:

5.1.1 Entry of the Approval Orders;

5.1.2 The occurrence of the Effective Date; and

5.1.3 The satisfaction of any other conditions set forth in this Settlement Agreement.

5.2 **Claims Administrator.** The Claims Administrator will oversee the implementation and administration of the Claims Program, including verification and determination of Claim eligibility and approval of payments to Eligible Claimants. The Claims Administrator's duties include, but are not limited to: (a) oversight of the Settlement Websites (described below in section 6.7); (b) administration of Claims and issuance of payments and/or credits to Eligible Claimants; (c) management of communications with Settlement Class Members regarding the Claims Program, including through the use of a call centre for the Settlement Phone Number (described below in section 6.6); and (d) forwarding written inquiries to Class Counsel or Kia or Hyundai for a response, if warranted. The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Settlement Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely administration of this Settlement Agreement. This shall include the authority to deny Claims that frustrate the spirit of this Settlement Agreement.

5.3 **Claims Program.** Subject to section 5.1, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Claims Program is to be implemented by the Claims Administrator, working with HACC and KCI.

- 5.4 Claims may be submitted, at the election of the Claimant, by mail, email, or through the Settlement Website.
- 5.5 The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the Settlement Websites, shall be posted prominently in each of the following locations: the Long Form Notice, the Pamphlet (once prepared and as made available before the Effective Date on the Settlement Websites), the Claim Form, and the Settlement Websites. The [www.hyundaicanada.com](http://www.hyundaicanada.com) website shall provide a link to the Settlement Website for Hyundai Settlement Class Vehicles accessible from its homepage. The [www.kia.ca](http://www.kia.ca) website shall provide a link to the Settlement Website for Kia Settlement Class Vehicles accessible from its homepage.
- 5.6 The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular mail instead of email. If the Claims Administrator has an email address for a Claimant and the Claimant did not indicate on the Claim Form that he, she or it prefers to communicate via regular mail, the Claims Administrator shall respond by email. In instances in which regular mail is used, the Claims Administrator shall respond using the address provided on the Claim Form.
- 5.7 Upon receipt of a Claim, the Claims Administrator shall review the Claim to determine whether the Claim meets all qualifications set forth in this Settlement Agreement for receipt of the requested benefits and, if so, the amount of the benefits owed.
- 5.8 For each Claim qualifying for a benefit under this Settlement Agreement, the Claims Administrator shall deliver to the Claimant, at the address on the Claim Form, (a) the payment by cheque; and/or (b) the applicable dealer credit voucher. Any dealer credit provided under this Settlement Agreement shall be redeemable for at least one year from the date it was issued, without any fees charged by HACC, KCI, or the Authorized Dealers.

- 5.9 Within 45 days of receiving a Claim, if the Claim is not accepted in full by the Claims Administrator, the Claims Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:
- a) the amount, if any, that the Claims Administrator intends to provide to the Claimant under this Settlement Agreement;
  - b) the basis for the Claims Administrator's decision to either deny or provide less than the full benefits requested (if applicable); and
  - c) the Claimant's right to attempt to cure any deficiency that led to the Claims Administrator's decision to provide less than the full benefits requested.
- 5.10 In response to receiving the written notice under section 5.9, a Claimant may:
- a) attempt to cure the deficiency stated as justification for not awarding the full benefits requested, by submitting the information and/or documentation identified by the Claims Administrator as lacking in the Claim, within 25 days of the date of the written notice. The Settlement Administrator shall have 25 days from the date it received the cure attempt to provide written notice to the Claimant stating its final determination as to the total benefits to be paid to the Claimant and the reasons for the benefit amount if less than requested; or
  - b) accept the partial benefit offered by the Claims Administrator, which acceptance will be presumed if no cure attempt is received by the Claims Administrator within 25 days of the date of the written notice.
- 5.11 Further to section 12.2 below, the Courts retain jurisdiction to resolve any disputes that arise between the Parties regarding the administration of the Claims Program or the performance of the Claims Administrator.
- 5.12 No materials submitted to the Claims Administrator by any Claimant will be returned to the Claimant.

- 5.13 **Uncashed Cheques.** Any cheques issued to Eligible Claimants shall become stale dated and non-negotiable no later than six (6) months from the issuance of the cheque or six (6) months after the Claims Deadline, whichever comes first. Stale dated and non-negotiable cheques, unless reissued and subsequently cashed, will constitute an unclaimed balance (the “**Balance**”) for distribution as set forth below. In no event shall Hyundai or Kia have any obligation to reissue, or fund the Claim Administrator’s reissuance of a cheque to an Eligible Claimant more than six (6) months following the Claims Deadline, and any right that an Eligible Claimant may have to receive a reissued cheque from the Claims Administrator shall become extinguished at that time. No later than twelve (12) months following the Claims Deadline, the amount of the Balance will be calculated and the *Fonds d’aide aux actions collectives* (the “**Fonds**”) will be entitled to receive the percentage of the Balance resulting from stale dated and non-negotiable cheques issued to eligible Claimants in the Québec Settlement Class, which percentage shall be determined in accordance with the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, chapter F-3.2.0.1.1, r. 2. Following the payment to the Fonds, the Parties will agree on a plan for the distribution of the remaining amount of the Balance, if any, and will then make an application to the Courts for approval of the distribution plan agreed to by the Parties.
- 5.14 **Reporting.** The Claims Administrator will prepare periodic reports on the progress and status of the Claims Program that shall be provided to HACC, KCI and Class Counsel. Unless otherwise reasonably requested by HACC, KCI and Class Counsel, the Claims Administrator shall provide its first report one (1) month after the commencement of the Claims Program, and every month thereafter. These reports will include information sufficient to allow HACC, KCI, and Class Counsel to assess the Claims Program’s progress. Upon request of any of the Parties, the Claims Administrator shall also provide to Class Counsel, HACC, and KCI a copy of any final determination notice sent by the Claims Administrator pursuant to section 5.9, along with a copy of the applicable Claim Form and other documentation associated with the Claim.
- 5.15 **Final Report.** When the Claims Program is concluded, the Claims Administrator must provide a final report to the Courts, Hyundai, Kia and Class Counsel detailing the number



of Eligible Claimants that received benefits under the Settlement Program and the total value of those benefits. When the Claims Program is concluded, the Claims Administrator will also provide a report to Hyundai, Kia, and Class Counsel concerning any cheques for the payment of Claims that remain uncashed.

- 5.16 **Confidentiality.** Any personal information acquired as the result of this Settlement Agreement shall be used solely for purposes of evaluating and paying Claims under this Settlement Agreement. All information relating to the Claims Program and processing is confidential and proprietary and shall not be disclosed, except as necessary to the Claims Administrator, Hyundai, Kia, Authorized Dealers, Class Counsel, and the Courts in accordance with the terms of this Settlement Agreement, and as required by legal process or by Hyundai and/or Kia to comply with their obligations to regulators in Canada. The Claims Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Settlement Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information. The Claims Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information.

## 6. NOTICE TO THE CLASS

- 6.1 The Parties agree that reasonable notice shall be given to the Settlement Class pursuant to orders of the Courts. To distribute such notice, Hyundai, Kia, and Class Counsel have agreed to engage the Notice Administrator to advise them with respect to the Notice Program. Settlement Class Notices shall include, but not be limited to, the dissemination of Pre-Approval Notice as set forth in section 6.2. The Notice Program and mechanisms for distributing the Settlement Class Notices shall be subject to approval of the Courts.
- 6.2 **Pre-Approval Notice.** Short-form notices in English and French, including through print media and the Internet, shall be published in accordance with the directions of the Courts in their Pre-Approval Orders. Short-form notices shall also be: (a) emailed to all potential Settlement Class Members (i) for whom HACC or KCI has a valid email address, and/or (ii) who have contacted Class Counsel and provided an email address; and (b) mailed, by regular mail, to all potential Settlement Class Members (i) for whom HACC or KCI has

only a valid mailing address, and/or, (ii) who have contacted Class Counsel and provided only a mailing address as their contact information. These short-form notices shall include details of where to access the Settlement Website on which English and French versions of a long-form notice shall be made available.

- 6.3 The long-form notice shall: (a) state that this Settlement Agreement is contingent upon the Courts' Approval Orders; (b) advise potential Settlement Class Members that they may elect to opt out of the Settlement Class by submitting a written statement providing the information required by section 7.3 to the Notice Administrator no later than the Opt-Out Deadline; (c) advise potential Settlement Class Members that they may object to this Settlement Agreement by submitting a written statement of objection clearly specifying the grounds for the objection and providing the information required by section 7.3 to the Notice Administrator no later than the Objection Deadline; (d) advise that any Settlement Class Member may enter an appearance at the Settlement Approval Hearings, including through counsel of his, her or its choice, at his, her or its own expense; and (e) state that any Settlement Class Member who does not give proper and timely notice of his, her or its intention to opt out of the Settlement Class will be bound by the Approval Orders in the Actions, even if he, she or it has objected to this Settlement Agreement or, in the case of a National Settlement Class Member, has other claims pending against Hyundai or Kia relating to a Released Claim.
- 6.4 Hyundai and Kia shall have the right to monitor, inspect, and audit the costs of the Settlement Class Notices.
- 6.5 The Notice Administrator shall, no later than seven (7) days before the first scheduled Settlement Approval Hearing, deliver to Hyundai, Kia, and Class Counsel and file with the Courts proof, by affidavit, of the publications and mailings described in section 6.2.
- 6.6 A Canadian toll-free settlement phone number shall be included in the Settlement Class Notices (the "**Settlement Phone Number**"). The Claims Administrator shall manage a call centre for the Settlement Phone Number, which potential Settlement Class Members can call to receive information in English and French about (among other things): (a) this Settlement Agreement, including information about eligibility for benefits; (b) obtaining

the long-form notice of this Settlement Agreement described in section 6.2 or any other materials described in this section; (c) the Opt-Out Deadline and Objection Deadline; (d) submitting a Claim; and (e) the dates of relevant Court proceedings, including the Settlement Approval Hearings.

6.7 **Settlement Websites.** If Pre-Approval Orders are granted by the Courts, Hyundai, Kia, and Class Counsel shall cause public Internet websites in English and French concerning this Settlement Agreement to be established by the Pre-Approval Notice Date (the “**Settlement Website(s)**”). Hyundai and Kia shall maintain the Settlement Websites throughout the Claims Program, subject to exceptional circumstances that result in or require the websites to be taken down, or Class Counsel consents to the websites being taken down, such consent not to be unreasonably withheld. The Settlement Websites – the domain names of which are subject to Class Counsel’s approval – shall contain:

- (a) information on the Opt-Out Deadline, the Objection Deadline, and the dates of relevant Court proceedings, including the Settlement Approval Hearings;
- (b) the Settlement Phone Number;
- (c) copies of this Settlement Agreement with signatures redacted, the Settlement Class Notices, the Pamphlet, and the Claim Form;
- (d) instructions on how to obtain benefits under this Settlement Agreement;
- (e) a mechanism by which Claimants can submit Claims electronically;
- (f) any Orders issued in the Actions relevant to this Settlement; and
- (g) any other information the Parties determine is relevant to the Settlement.

6.8 Following the Effective Date of the Settlement Agreement, a copy of Hyundai’s or Kia’s Pamphlet (as applicable based on the brand of the Settlement Class Vehicle) shall be: (a) emailed to all potential Settlement Class Members (i) for whom HACC or KCI has a valid email address, and/or (ii) who have contacted Class Counsel and provided an email address; and (b) mailed, by regular mail, to all potential Settlement Class Members (i) for

whom HACC or KCI has only a valid mailing address, and/or (ii) who have contacted Class Counsel and provided only a mailing address as their contact information.

6.9 Beginning no later than two weeks after the Effective Date, HACC and KCI shall provide – in both hard copy and electronic form – the Pamphlet to each of its Authorized Dealers, with instruction to disseminate the Pamphlet to any person who presents a Settlement Class Vehicle for maintenance or service of any type and provide information regarding HACC’s and KCI’s KSDS Campaigns.

## **7. SETTLEMENT CLASS MEMBERS’ RIGHTS TO OPT OUT AND OBJECT**

7.1 The Courts will appoint the Notice Administrator to receive any (a) written elections to opt out of the Settlement Class and (b) objections to this Settlement Agreement.

7.2 Elections to opt out of the Settlement Class and objections to this Settlement Agreement must be received by the Notice Administrator by mail, courier, or email on or before the Opt-Out Deadline or Objection Deadline, as applicable.

7.3 All written elections to opt out of the Settlement Class and objections to this Settlement Agreement shall be personally signed by the potential Settlement Class Member and shall include the following:

7.3.1 The potential Settlement Class Member’s name, mailing address, telephone number, and email address (if available);

7.3.2 The model, model year, and VIN of the Settlement Class Vehicle;

7.3.3 A statement that the potential Settlement Class Member elects to be excluded from the Settlement Class, or a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable; and

7.3.4 If objecting to this Settlement Agreement, whether the potential Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing in Toronto, Ontario or the Settlement Approval Hearing in Montreal,

Québec, and if appearing by counsel, the name, address, telephone number, and email address of counsel.

- 7.4 Notwithstanding section 7.3, if the potential Settlement Class Member is deceased, a minor, or otherwise incapable of making his, her or its own election to opt out or his, her or its own written objection to this Settlement Agreement, the information required by section 7.3 must be provided along with the contact information of the person acting on behalf of the potential Settlement Class Member, together with a copy of the power of attorney, court order, or other authorization serving as the proposed basis for permitting such person to represent the potential Settlement Class Member. A power of attorney will not be recognized as valid by the Notice Administrator in the place of a signature of a potential Settlement Class Member, except in the circumstances set out in this section.
- 7.5 Potential Settlement Class Members who elect to opt out of the Settlement Class may re-elect in writing to become potential Settlement Class Members, if their re-election request is received by the Notice Administrator on or before the Opt-Out Deadline or, thereafter, only by agreement of HACC or KCI, as applicable, and Class Counsel.
- 7.6 Any potential Settlement Class Member who elects to opt out of the Settlement Class may not also object to this Settlement Agreement. If a potential Settlement Class Member elects to opt out of the Settlement Class and objects to this Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
- 7.7 **Consequences of Failure to Opt Out in a Timely and Proper Manner.** All potential Settlement Class Members who do not opt out in a timely and proper manner will, in all respects, be bound by the terms of this Settlement Agreement, as approved by the Approval Orders.
- 7.8 The Notice Administrator shall report to Hyundai, Kia, and Class Counsel the names, VINs, and details of all opt-out elections and objections on a weekly basis, beginning three (3) weeks after the Pre-Approval Notice Date. Wherever reasonably possible, such copies shall be provided in electronic form and in a manner that minimizes the Opt-Out/Objection expenses.

- 7.9 The Notice Administrator shall, no later than seven (7) days before the first scheduled Settlement Approval Hearing, provide to Hyundai, Kia, and Class Counsel and file with the Courts an affidavit reporting on the number of opt-out elections and re-elections received on or before the Opt-Out Deadline, and compiling all of the written objections received on or before the Objection Deadline, and detailing the number of opt-outs and written objections by brand of Settlement Class Vehicle and by potential members of the National Settlement Class and the Québec Settlement Class.
- 7.10 Hyundai and Kia will each have the unilateral right, but not the obligation, to terminate this Settlement Agreement in the event that the number of Settlement Class Members who validly opt out of this Settlement Agreement by the Opt-Out Deadline meets the threshold and conditions set forth in a confidential supplemental agreement between the Parties (the “**Supplemental Agreement**”). The Supplemental Agreement, which is being executed concurrently with this Settlement Agreement, shall not be filed with the Courts and its terms shall not be disclosed in any other manner (other than the statements herein or as otherwise provided in the Supplemental Agreement), unless and until a Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by a Court, the Parties will make their best efforts to have the Supplemental Agreement submitted to the Court *in camera* or filed under seal. Hyundai and/or Kia shall advise the Courts and Class Counsel, in writing, of any election under this section within three (3) days after receiving the affidavit of the Notice Administrator referred to in section 7.9. In such event, this Settlement Agreement may not be offered or received into evidence or utilized for any other purpose in the Actions or in any other action, suit or proceeding.

## **8. COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT**

- 8.1 The Parties may publicly release and announce the fact and terms of the settlement, subject to the Parties reaching mutual written consent on the contents of the press release.

- 8.2 Aside from such a joint announcement, neither the Parties nor their counsel shall issue (or cause any other person to issue) any other press release concerning this Settlement Agreement, unless otherwise agreed to in writing.
- 8.3 The Parties and their respective counsel will cooperate with each other, act in good faith, and use commercially reasonable efforts to implement the Claims Program in accordance with the terms and conditions of this Settlement Agreement as soon as reasonably practicable after the Effective Date.
- 8.4 The Parties agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to ensure that the costs and expenses incurred, including the claims administration expenses, are reasonable.
- 8.5 The Parties and their successors, assigns, and counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. Counsel for the Parties shall, upon the request of the other, meet and confer by telephone to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties, Settlement Class Members, or Claims Administrator.
- 8.6 The Parties reserve the right, subject to the Courts' approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- 8.7 In the event that the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to implement the terms of this Settlement Agreement, the Parties may seek the assistance of the Courts to resolve such matters.

## **9. RELEASE AND WAIVER**

- 9.1 The Parties agree to the following Settlement Class Release that shall take effect upon entry of the Approval Orders.

9.2 **Released Parties.** “**Releasee(s)**” means, jointly and severally, individually and collectively, (a) any person involved in the design, manufacture, development, assembly, distribution, testing, sale, lease, repair, warranting or marketing of the Settlement Class Vehicles, (b) any person involved in the design, development and/or dissemination of advertisements for the Settlement Class Vehicles, (c) HACC, KCI, Hyundai Motors America, Kia Motors America, Hyundai Motor Manufacturing Alabama, Kia Motors Manufacturing Georgia, Hyundai Motor Company, Kia Motors Corporation, and (d) all affiliates of the Hyundai Motor Group, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

9.3 **Settlement Class Release.** In consideration of this Settlement Agreement, Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (individually and collectively, the “**Releasers**”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, existing or potential, that they may have, purport to have, or may have hereafter against any Released Party relating to Settlement Class Vehicles, arising out of or related to the facts alleged in any claim or application for authorization filed in the Actions and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters asserted in the Actions (the “**Released Claims**”). The Released Claims include, but are not limited to,



claims related to issues of oil consumption, oil maintenance, engine stalling, engine failure, and vehicles fires originating in the engine compartment that are covered by and remedied under the Lifetime Warranty and other benefits described in sections 4.1 through 4.7 of this Settlement Agreement.

9.4 This Settlement Class Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, provincial, territorial, municipal, local, tribal, administrative or international law, statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing now or arising in the future, that arise from or in any way relate to the Released Claims.

9.5 Notwithstanding the foregoing, this Settlement Class Release does not release any claims for (i) wrongful death, (ii) personal injury, or (iii) damage to tangible property other than a Settlement Class Vehicle.

9.6 **Possible Future Claims.** For the avoidance of doubt, Settlement Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Released Claims, the Actions and/or the Settlement Class Release. Nevertheless, it is the intention of Class Counsel and the Settlement Class Representatives in executing this Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

9.7 **Covenant Not to Sue.** Notwithstanding this section 9, for any Settlement Class Member resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Released Parties but instead irrevocably

covenant not to sue the Released Parties, or any of them, including on a joint, several, and/or solidary liability basis, and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties for, in respect of, or in relation to the Released Claims.

9.8 **Actions or Proceedings Involving Released Claims.** Settlement Class Members expressly agree that the Settlement Class Release, and the Approval Orders, are, will be, and may be raised as a complete defence to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Settlement Class Release whether in Canada or elsewhere. Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding, whether in Canada or elsewhere, against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to the Settlement Class Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Actions, whether in Canada or elsewhere, Settlement Class Members shall cause such suit, action, or proceeding to come to an end, with prejudice where available, consistent with section 12.1. If a Settlement Class Member commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Released Party in any federal, state, provincial, or territorial court, arbitral tribunal, or administrative or other forum, whether in Canada or elsewhere, (a) such legal action or other proceeding shall, at that Settlement Class Member's cost, be brought to an end, with prejudice where available, consistent with section 12.1; and (b) if permitted by law, the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Settlement Class Member arising as a result of that Settlement Class Member's breach of his, her or its obligations under this Settlement Class Release. This section does not apply to preclude the continuation of any suit, action, or proceeding, whether in Canada or elsewhere, as to any claim that is not a Released Claim.

9.9 **Ownership of Released Claims.** The Settlement Class Representatives represent and warrant that they are the sole and exclusive owners of any and all claims that they personally are releasing under this Settlement Agreement. The Settlement Class

Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that the Settlement Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds, or values to which they may be entitled as a result of the Released Claims. Settlement Class Members submitting a Claim shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under this Settlement Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim in the Actions arising out of or in any way whatsoever pertaining to the Released Claims, including without limitation, any claim for benefits, proceeds, or value under the Actions, and that such Settlement Class Members are not aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds, or values to which those Settlement Class Members may be entitled as a result of the Released Claims.

- 9.10 **Total Satisfaction of Released Claims.** Any benefits pursuant to this Settlement Agreement are (a) in full, complete, and total satisfaction of all of the Released Claims against the Released Parties, and (b) sufficient and adequate consideration for each and every term of the Settlement Class Release. The Settlement Class Release shall be irrevocably binding upon the Settlement Class Representatives and all Settlement Class Members.
- 9.11 **Release Not Conditioned on Claim or Payment.** The Settlement Class Release shall be effective with respect to all Releasing Parties, including all Settlement Class Members, regardless of whether those Settlement Class Members ultimately file a Claim or receive compensation under this Settlement Agreement.
- 9.12 **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to recommend the approval of this Settlement Agreement to the Courts and that they execute this Settlement Agreement

freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Settlement Class Representatives agree and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Settlement Class Release, and the legal effect of this Settlement Agreement and the Settlement Class Release. The representations and warranties made throughout this Settlement Agreement shall survive the execution of this Settlement Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.

9.13 **Material Term.** The Settlement Class Representatives and Class Counsel hereby agree and acknowledge that this section 9 was separately bargained for and constitutes a key, material term of this Settlement Agreement that shall be reflected in the Approval Orders. The failure of any Court to approve this Settlement Agreement, the Settlement Class Release, the covenant not to sue in section 9.7, and the dismissals and other terminations of proceedings involving Released Claims contemplated in sections 9.8 and 12.1, or if a Court approves any of them in a materially modified form from that contemplated herein, shall give rise to a right of termination by Hyundai, Kia, or the Settlement Class Representatives, through Class Counsel.

9.14 **Reservation of Claims.** This Settlement Agreement shall resolve the claims of Settlement Class Members only as they relate to the Released Claims. The Parties reserve all rights to litigate liability and equitable relief of any sort for any subset of vehicles, purchasers, or lessees not covered by this Settlement Agreement.

9.15 **Released Parties' Releases of Settlement Class Representatives, the Settlement Class and Class Counsel.** Upon the Effective Date, the Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Settlement Class Members, and Class Counsel from any and all claims relating to the institution or prosecution of the portion of the Actions pertaining to the Released Claims.

9.16 **No Admission of Liability.** The Settlement Class Representatives, Class Counsel, the Settlement Class, and the Releasing Parties agree, whether or not this Settlement Agreement is approved, terminated, or otherwise fails to take effect for any reason, that this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Actions or any other pleading filed against Hyundai or Kia by, or on behalf of, the Settlement Class Representatives, the Settlement Class, or any class that may be certified or authorized in the Actions.

9.17 **Settlement Agreement Not Evidence.** The Settlement Class Representatives, Class Counsel, and the Settlement Class agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any present, pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to approve, implement, and/or enforce this Settlement Agreement, or as otherwise required by law or as provided in this Settlement Agreement.

## **10. CLASS COUNSEL FEES**

10.1 The Defendants and Class Counsel acknowledge that they have not discussed Counsel Fees prior to agreement on the terms of this Settlement Agreement.

10.2 The Defendants agree to pay the legal fees and disbursements of Class Counsel that are fair and reasonable in all of the circumstances, plus applicable GST, HST and/or QST, which were incurred for the prosecution of the claims in the Actions relating to the Released Claims and to produce this Settlement Agreement, as approved by the Courts (“**Counsel Fees**”).

- 10.3 Counsel Fees will become payable within sixty (60) days following the later of: (a) the date when the Courts' orders on Counsel Fees to be paid by the Defendants in the Actions become final and non-appealable; and (b) the date when the Courts' Approval Orders in the Actions become final and non-appealable.
- 10.4 If the Defendants and Class Counsel reach an agreement on the amount of Counsel Fees, Class Counsel will submit the negotiated amount for approval to the Ontario Superior Court of Justice and to the Québec Superior Court.
- 10.5 If the Defendants and Class Counsel do not reach an agreement as to the amount of Counsel Fees, Class Counsel will bring a motion: (a) to the Ontario Superior Court of Justice for a determination of the issue of Counsel Fees as it relates to the National Settlement Class; and (b) to the Québec Superior Court for a determination of the issue of Counsel Fees as it relates to the Québec Settlement Class.
- 10.6 Class Counsel and the Defendants, as applicable, shall have the right to appeal from such orders relating to Counsel Fees. Class Counsel will not seek additional counsel fees and costs after the Courts approve or award Counsel Fees.

## **11. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT**

- 11.1 The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Courts provided, however, that after entry of the Approval Orders, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Courts if such changes are consistent with the Approval Orders and do not limit the rights of Settlement Class Members under this Settlement Agreement.
- 11.2 Any unintended conflicts within this Settlement Agreement shall not be held against any of the Parties, but shall instead be resolved by agreement of the Parties and/or, if necessary, with the aid of the Courts.

11.3 If this Settlement Agreement is terminated for any reason, then:

11.3.1 This Settlement Agreement, including the Settlement Class Release, shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of sections 3.2, 3.5, 5.16, 9.16, 9.17, 11.3, 12.3, 12.4, and 13.5, and the definitions and any exhibits applicable thereto;

11.3.2 All of the provisions of this Settlement Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of Hyundai, Kia, the Settlement Class Representatives, or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement;

11.3.3 The Released Parties expressly and affirmatively reserve all defences, arguments, and motions as to all claims that have been or might later be asserted in the Actions;

11.3.4 Neither this Settlement Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever; and

11.3.5 Any settlement-related order(s) or judgment(s) entered in the Actions after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect.

## **12. TERMINATION OF CLASS ACTIONS, JURISDICTION OF THE COURTS**

12.1 Approval Orders in the Actions will be sought from the Ontario Superior Court of Justice and the Superior Court of Québec. Class Counsel will take such reasonable steps as are necessary to give effect to this Settlement Agreement and to bring an end to, without costs, without reservation and, where available, with prejudice, all Released Claims by any Settlement Class Member in the Actions. After the Approval Orders are issued and entered, Class Counsel will discontinue, without costs, (a) the action in the Court of

Queen's Bench for Saskatchewan titled *Papp v. Kia Motors America Inc., et al.*, with court file number QBG 795/19; and, (b) the action in the Supreme Court of British Columbia titled *Killoran v. Hyundai Auto Canada Corp., et al.*, with court file number S-194327.

- 12.2 Class Counsel will further cooperate with Hyundai's and Kia's efforts to give effect to this Settlement Agreement and to bring an end to, without costs, without reservation, and, where available, with prejudice, all Released Claims by any Settlement Class Member in any other pending or future litigation. The Parties agree that the conclusions of the actions set out in this section shall not alter, negate or otherwise have any impact or effect on the Settlement Class Release.
- 12.3 **Courts' Ongoing and Exclusive Jurisdiction.** The Courts shall retain ongoing and exclusive jurisdiction over the Settlement Class's claims commenced in their jurisdiction in order to resolve any dispute or other matters that may arise in the implementation of this Settlement Agreement or their Approval Order. For clarity, the Ontario Superior Court of Justice shall retain jurisdiction to resolve any dispute that may arise in relation to the National Settlement Class or any Member thereof, and the Superior Court of Québec shall retain jurisdiction to resolve any dispute that may arise in relation to the Québec Settlement Class or any Member thereof. This shall include any dispute regarding the validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement Agreement. No Party shall ask a Court to make any order or give a direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court with which it shares jurisdiction over that matter.
- 12.4 If one Party to this Settlement Agreement considers another Party to be in material breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged material breach and provide a reasonable opportunity to cure such breach before taking any action to enforce any rights under this Settlement Agreement.
- 12.5 In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such



invalidity, illegality, or unenforceability shall not affect any other provision if the Parties agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Courts before it becomes effective.

### **13. OTHER TERMS AND CONDITIONS**

13.1 This Settlement Agreement shall be binding upon, and inure to the benefit of Hyundai, Kia, the Settlement Class Representatives, and all Settlement Class Members, and their respective agents, heirs, executors, administrators, successors, transferees, and assigns.

13.2 Class Counsel represent that (a) Class Counsel are authorized by the Settlement Class Representatives to enter into this Settlement Agreement; and (b) Class Counsel are seeking to protect the interests of the Settlement Class.

13.3 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

13.4 All time periods in this Settlement Agreement shall be computed in calendar days unless expressly provided otherwise. Further, unless otherwise provided in this Settlement Agreement, in computing any period of time in this Settlement Agreement or by order of a Court, the day of the act or event shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a Canadian statutory holiday, or, when the act to be done is a court filing, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days.

13.5 The Parties agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third parties. Information provided by Hyundai, Kia, Class Counsel, or any individual Settlement Class Member pursuant to the negotiation and implementation of this Settlement Agreement, including trade secrets and highly confidential and proprietary business information, shall continue to be treated as "Settlement Discussions" within the

meaning of the Confidentiality Agreement executed between the Parties on November 11, 2019, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Hyundai's or Kia's request, be promptly returned to Defendants' counsel and there shall be no implied or express waiver of any privileges, rights, and defences.

- 13.6 This Settlement Agreement sets forth the entire agreement among the Parties with respect to its subject matter. Hyundai, Kia and Class Counsel must execute any agreement purporting to change or modify the terms of this Settlement Agreement. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they have relied solely upon their own judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.
- 13.7 In Québec, this Settlement Agreement constitutes a transaction within the meaning of Article 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.
- 13.8 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. A French translation of the related notice documents will be prepared, at the reasonable expense of Hyundai and Kia, and filed with the Courts no later than the date that the Pre-Approval Order is granted. The Parties agree that such translation is for convenience only.
- 13.9 Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays, and Canadian statutory holidays) express delivery service as follows:

If to Hyundai or Kia, then to:

Cheryl Woodin  
BENNETT JONES LLP  
3400 One First Canadian Place  
100 King Street West  
Toronto, ON M5X 1A4  
Email: [woodinc@bennettjones.com](mailto:woodinc@bennettjones.com)

If to the Settlement Class, then to:

Michael J. Peerless  
MCKENZIE LAKE LAWYERS LLP  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
Email: [peerless@mckenzielake.com](mailto:peerless@mckenzielake.com)

- 13.11 The Settlement Class, Settlement Class Representatives, Hyundai, and/or Kia shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.
- 13.12 The division of this Settlement Agreement into sections and the insertion of topic and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement.
- 13.13 This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law rule or principle that would mandate or permit application of the substantive law of any other jurisdiction.
- 13.14 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.
- 13.15 The Parties have executed this Settlement Agreement as of the date on the cover page.

Counsel for Chantal Asselstine and Keith McBain

By: 

---

Michael Peerless  
MCKENZIE LAKE LAWYERS  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
Email: [peerless@mckenzielake.com](mailto:peerless@mckenzielake.com)

Counsel for Chantal Asselstine and Keith McBain

By: 

---

Jay Strosberg  
STROSBURG SASSO SUTTS LLP  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
Email: [jay@strosbergco.com](mailto:jay@strosbergco.com)

Counsel for Alexandra Papp and Ludovic Pelletant

By: 

---

E.F. Anthony Merchant, Q.C.  
MERCHANT LAW GROUP LLP  
2401 Saskatchewan Drive  
Regina, SK S4P 4H8  
Email: [tmerchant@merchantlaw.com](mailto:tmerchant@merchantlaw.com)

Counsel for John Kevin Killoran

By: 

---

K.S. Garcha  
GARCHA & COMPANY  
Barristers & Solicitors  
405-4603 Kingsway  
Burnaby, BC V5H 4M4  
Email: [ksgarcha@garchalaw.ca](mailto:ksgarcha@garchalaw.ca)

Counsel for Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.



---

By: Cheryl Woodin  
BENNETT JONES LLP  
100 King Street West  
Toronto, ON M5X 1A4  
Email: woodinc@bennettjones.com

Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC

---

Name:  
Title:

I have the authority to bind the corporations.

Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.

---

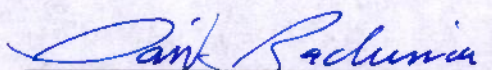
Name:  
Title:

I have the authority to bind the corporations.

Counsel for Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.

By: \_\_\_\_\_  
Cheryl Woodin  
BENNETT JONES LLP  
100 King Street West  
Toronto, ON M5X 1A4  
Email: woodinc@bennettjones.com

Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC

  
\_\_\_\_\_  
Name: DAVID BADURINA  
Title: GENERAL COUNSEL

I have the authority to bind the corporations.

Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.

\_\_\_\_\_  
Name:  
Title:

I have the authority to bind the corporations.

Counsel for Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.

By: Cheryl Woodin  
BENNETT JONES LLP  
100 King Street West  
Toronto, ON M5X 1A4  
Email: woodinc@bennettjones.com

Hyundai Auto Canada Corp., Hyundai Motor Company, Ltd, Hyundai Motor America, Inc, Hyundai Motor Manufacturing Alabama, LLC

Name:  
Title:

I have the authority to bind the corporations.

Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc.



Name: M.A. LALONDE  
Title: GENERAL COUNSEL

I have the authority to bind the corporations.



# **Exhibit A**

**SCHEDULE "A"**

**THE CLASS VEHICLES**

<b>Hyundai Vehicles</b>	
<b>MODEL</b>	<b>MODEL YEARS</b>
<b>Sonata</b>	2011-2019
<b>Santa Fe Sport</b>	2013-2019
<b>Tucson</b>	2014-2015; 2019
<b>Kia Vehicles</b>	
<b>MODEL</b>	<b>MODEL YEARS</b>
<b>Optima</b>	2011-2019
<b>Sorento</b>	2012-2019
<b>Sportage</b>	2011-2019

# **Exhibit B**

## LEGAL NOTICE OF HYUNDAI THETA II GDI ENGINE SETTLEMENT IN CANADA

A nationwide class action settlement has been reached in Canada involving the following Hyundai vehicles with Theta II 2.0-litre and 2.4-litre gasoline direct injection (GDI) engines:

<u>Model</u>	<u>Model Years</u>
Hyundai Sonata	2011 – 2019
Hyundai Santa Fe Sport	2013 – 2019
Hyundai Tucson	2014, 2015, 2019

**IF YOU OWN(ED) OR LEASE(D) ONE OF THESE VEHICLES, THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. READ THIS NOTICE CAREFULLY.**

This Notice is to inform you of a proposed settlement of class action lawsuits against Hyundai. The lawsuits allege that the Class Vehicles suffer from an issue that can cause engine seizure, failure, and/or fire, and that some owners and lessees have been improperly denied repairs under warranty. None of the allegations have been proven. The parties have instead reached a voluntary settlement.

Under the proposed settlement, Settlement Class Members (those who purchased or leased a Class Vehicle in Canada who are not excluded from the Settlement Class) may be eligible for the following benefits:

- Extension of the Powertrain Warranty to provide lifetime warranty coverage for damage to the engine short block and the rest of the long-block assembly if caused by a connecting rod bearing failure, upon completion of the Knock Sensor Detection Software update.
- Cash payment for qualifying past out-of-pocket repairs and repair-related expenses.
- Dealer credit for inconvenience due to past repair delays.
- Cash payment for certain sales and trade-ins of unrepaired vehicles.
- Cash payment for vehicles lost due to certain engine fires.
- In some instances, a cash rebate if you lost faith in the vehicle after experiencing engine troubles and you traded it in for another Hyundai vehicle.

The Settlement must be approved by the Courts to become effective. The approval hearings will take place on **February 23, 2021** at 10:00 A.M. EST by video conference, before the following Courts:

- Ontario Superior Court of Justice, 130 Queen Street West, Toronto
- Superior Court of Québec, 1 Notre-Dame Street East, Montreal

The legal fees to class counsel may also be approved at the settlement approval hearings, but those amounts will be paid separately and will not reduce the settlement benefits.

### **YOUR LEGAL RIGHTS AND OPTIONS:**

- **Participate** in the Settlement, if approved by the Courts, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Courts consider whether to approve it and attend an approval hearing.
- **Exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any benefits. You must take steps if you wish to exclude yourself and preserve your legal rights against Hyundai.

To object to or opt out of the Settlement, you must submit the request so it is received by **February 12, 2021**.

**TO OBTAIN MORE INFORMATION, VISIT [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)  
OR CALL 1-833-683-5860**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED VEHICLE OWNERS AND LESSEES**  
**In Canada, except Quebec: 1-844-672-5666 –OR– 1-306-653-7756**  
**In Quebec or French inquiries: 1-514-842-5098**

**AVIS JURIDIQUE DU RÈGLEMENT RELATIF AU MOTEUR IDE Theta II DE HYUNDAI  
AU CANADA**

Un règlement dans le cadre d'une action collective à l'échelle nationale est intervenu au Canada mettant en cause les véhicules Hyundai équipés d'un moteur à injection directe d'essence (IDE) Theta II de 2,0 litres ou de 2,4 litres suivants :

<u>Modèle</u>	<u>Années du modèle</u>
Hyundai Sonata	2011 à 2019
Hyundai Santa Fe Sport	2013 à 2019
Hyundai Tucson	2014, 2015 et 2019

**SI VOUS POSSÉDEZ OU LOUEZ, OU AVEZ POSSÉDÉ OU LOUÉ, L'UN DE CES VÉHICULES, LE RÈGLEMENT POURRAIT AVOIR UNE INCIDENCE SUR VOS DROITS. VEUILLEZ LIRE LE PRÉSENT AVIS ATTENTIVEMENT.**

Cet avis vous informe d'un règlement proposé dans le cadre des actions collectives contre Hyundai. Les poursuites allèguent que les Véhicules du groupe visé par le règlement ont un problème qui peut causer un grippage, un calage ou un incendie du moteur et que certains propriétaires ou locataires se sont vus refuser de manière inappropriée des réparations sous garantie. Aucune des allégations n'a été prouvée. Les parties ont plutôt obtenu un règlement volontaire.

Aux termes du règlement proposé, les Membres du groupe visé par le règlement (qui ont acheté ou loué un Véhicule du groupe visé par le règlement au Canada et qui ne sont pas exclus du Groupe visé par le règlement) pourraient être admissibles aux indemnités suivantes :

- La prolongation de la Garantie sur le groupe motopropulseur afin d'offrir une protection à vie pour les dommages causés au bloc-moteur embiellé assemblé et au reste du bloc long assemblé s'ils sont causés par une défaillance du roulement de bielle, au moment de la réalisation de la mise à jour du Logiciel de détection de cognement.
- Un paiement en espèces pour les réparations antérieures admissibles et les dépenses liées aux réparations.
- Un crédit du concessionnaire pour les inconvénients dus aux retards liés aux réparations antérieures.
- Un paiement en espèces pour certaines ventes ou reprises de véhicules non réparés.
- Un paiement en espèces pour les véhicules perdus en raison d'un incendie du moteur.
- Dans certains cas, une remise au comptant si vous avez perdu confiance en votre véhicule après avoir éprouvé des difficultés avec le moteur et que vous l'échangez pour un autre véhicule Hyundai.

Le Règlement doit être approuvé par les Cours afin de prendre effet. Les audiences sur l'approbation se tiendront par visioconférence le **23 février 2021** à 10 :00 HNE devant les cours suivantes :

- Cour supérieure de justice de l'Ontario, 130, Queen Street West, Toronto
- Cour supérieure du Québec, 1, rue Notre-Dame Est, Montréal

Les frais juridiques des conseillers juridiques du groupe pourraient également être approuvés lors de l'audition sur l'approbation, mais ces montants seront réglés séparément et ne réduiront pas les indemnités dans le cadre du règlement.

**VOS DROITS ET VOS OPTIONS SUR LE PLAN JURIDIQUE :**

- **Participer** au Règlement, s'il est approuvé par les Cours, et présenter une réclamation pour les indemnités admissibles. Si vous souhaitez participer, vous n'êtes pas tenu de faire quoi que ce soit avant que le Règlement soit approuvé.
- **Vous opposer** au Règlement avant que les Cours étudient son approbation et assister à l'audience du 23 février 2021.
- **Vous exclure** du Règlement (**vous retirer**), auquel cas, vous ne serez pas admissible à recevoir des indemnités. Vous devez prendre des mesures si vous souhaitez vous exclure et préserver vos droits à l'encontre de Hyundai.

Pour vous opposer au Règlement ou vous exclure du Règlement, vous devez présenter une demande qui devra être reçue au plus tard le **12 février 2021**.

**POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS' VEUILLEZ VISITER LE**

**[www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)**

**OU APPELER AU 1-833-683-5860.**

**VOUS POUVEZ ÉGALEMENT COMMUNIQUER AVEC LES AVOCATS RELATIVEMENT AUX PROPRIÉTAIRES ET AUX LOCATAIRES DE VÉHICULES TOUCHÉS.**

**Au Canada, sauf au Québec : 1-844-672-5666 –OU– 1-306-653-7756**

**Au Québec et pour les demandes en français : 1-514-842-5098**

# Exhibit C

## **NOTICE OF PROPOSED CLASS SETTLEMENT**

If you bought or leased any of the following Hyundai vehicles equipped with a genuine Theta II 2.0-litre or 2.4-litre gasoline direct injection (GDI) engine (the “**Settlement Class Vehicles**”), you may benefit from a class action settlement:

<b>Model</b>	<b>Model Years</b>
Hyundai Sonata	2011 – 2019
Hyundai Santa Fe Sport	2013 – 2019
Hyundai Tucson	2014, 2015, 2019

***Your rights are affected whether you act or not. Read this notice carefully.***

- The purpose of this notice is to inform you of a proposed settlement in the following class action lawsuits:
  - *McBain v. Hyundai Auto Canada Corp., et al.*, Court File No. 19-00001186-000T (Ontario Superior Court of Justice)
  - *Papp v. Kia Motors America Inc., et al.*, Court File No. QBG 795/19 (Saskatchewan Court of Queen’s Bench)
  - *Killoran v. Hyundai Auto Canada Corp., et al.*, Court File No. S-194327 (British Columbia Supreme Court)
  - *Pelletant v. Hyundai Auto Canada Corp., et al.*, Court File No. 500-06-0010103-198 (Superior Court of Québec)

You are receiving this notice because the records of Hyundai Auto Canada Corporation (“**HACC**”), Hyundai Motor Company, Hyundai Motor America, Inc., or Hyundai Motor Manufacturing Alabama, LLC (collectively, “**Hyundai**”) indicate that you may be entitled to claim certain benefits offered by this proposed settlement.

- These lawsuits allege that the Settlement Class Vehicles suffer from a defect that can cause engine seizure, stalling, failure, and/or fire. Hyundai has not been found liable for any of the claims alleged in these lawsuits. The parties have instead proposed a settlement in order to avoid lengthy litigation (the “**Settlement**”).
- Individuals who own or lease, or who previously owned or leased, a Settlement Class Vehicle are each known as “**Settlement Class Members**” and are collectively the “**Settlement Class.**” Settlement Class Members may be entitled to compensation if they submit a valid and timely claim that is approved pursuant to the review process described in this notice and approved by the Courts.

### **Potential Settlement Benefits:**

Under the Settlement, Settlement Class Members (those who purchased or leased a Class Vehicle in Canada who are not excluded from the Settlement Class) may be eligible for the following benefits:

- Extension of the Powertrain Warranty to provide lifetime warranty coverage for damage to the engine short-block assembly and long-block assembly if caused by a connecting rod bearing failure, upon completion of the Knock Sensor Detection Software update.
- Cash payment for qualifying past out-of-pocket repairs and repair-related expenses.
- Dealer credit for inconvenience due to past repair delays.
- Cash payment for certain sales and trade-ins of unrepaired vehicles.
- Cash payment for vehicles lost due to certain engine fires.
- In some instances, a cash rebate if you lost faith in the vehicle after requiring an engine repair and you traded it in for another Hyundai vehicle.

### **Settlement Approval Hearings:**

The Settlement must be approved by the Courts to become effective. The Settlement Approval Hearings will take place on **February 23, 2021** at 10:00 A.M. EST by video conference, before the following Courts:

- Ontario Superior Court of Justice, 130 Queen Street West, Toronto
- Superior Court of Québec, 1 Notre-Dame Street East, Montreal

The legal fees to class counsel may also be approved at the Settlement Approval Hearings, but those amounts will be paid separately and will not reduce the settlement benefits.

### **Your Legal Rights and Options:**

- **Participate** in the Settlement, if approved by the Courts, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Courts consider whether to approve it and attend an approval hearing to present that objection.
- **Exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any benefits. You must take steps if you wish to exclude yourself and preserve your legal rights against Hyundai.

To object to or opt out of the Settlement, you must submit the request so it is received by **February 12, 2021**.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.



<b>BASIC INFORMATION.....</b>	<b>5</b>
1. Why did I get this notice package? .....	5
2. What are the class actions about? .....	5
3. Why is there a settlement? .....	5
<b>WHO IS IN THE SETTLEMENT? .....</b>	<b>6</b>
4. How do I know if I am part of the Settlement?.....	6
5. Who is Excluded from the Settlement? .....	6
6. Which vehicles are included? .....	6
7. If I bought or leased a Class Vehicle that has not had problems, am I included? .....	7
8. I am still not sure if I'm included.....	7
<b>SETTLEMENT BENEFITS – WHAT YOU GET .....</b>	<b>7</b>
9. What does the Settlement provide?.....	7
<b>HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM.....</b>	<b>11</b>
10. How do I make a claim? .....	11
11. When would I get my reimbursement?.....	11
12. Who will review my claim?.....	12
13. What if my claim is found to be deficient?.....	12
14. What am I giving up to stay in the Settlement Class? .....	12
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT .....</b>	<b>13</b>
15. How do I get out of the Settlement? .....	13
16. If I don't exclude myself, can I sue for the same thing later?.....	14
17. If I exclude myself, can I get the benefits of this Settlement? .....	14
<b>THE LAWYERS REPRESENTING YOU .....</b>	<b>14</b>
18. Do I have a lawyer in this case?.....	14
19. How will the lawyers representing the Settlement Class be paid? .....	15
<b>OBJECTING TO THE SETTLEMENT .....</b>	<b>15</b>
20. How do I tell the Court if I do not like the Settlement?.....	15
21. What is the difference between objecting and excluding?.....	16
<b>THE SETTLEMENT APPROVAL HEARINGS .....</b>	<b>16</b>
22. When and where will the Courts decide whether to approve the Settlement?.....	16
23. Do I have to come to the Settlement Approval Hearing? .....	17

Hyundai 2.0L and 2.4L Theta II GDI Engine Settlement in Canada

**IF YOU DO NOTHING ..... 17**

24. What happens if I do nothing at all? ..... 17

**GETTING MORE INFORMATION..... 17**

25. Are there more details about the Settlement? ..... 17

26. How do I get more information?..... 17

# Hyundai Theta II GDI Engine Settlement in Canada

## BASIC INFORMATION

### 1. Why did I get this notice package?

According to Hyundai's records, you bought or leased a Settlement Class Vehicle in Canada.

You have a right to know about a proposed settlement of class action lawsuits and about your options before the Courts decide whether to approve the Settlement. If the Courts approve the Settlement, Hyundai will provide the payments and other benefits agreed to in the Settlement to Settlement Class Members who submit valid claims. This notice explains the class actions, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

You should read this entire notice.

### 2. What are the class actions about?

The individuals who filed these lawsuits are referred to as the “**Representative Plaintiffs**,” and the companies they sued, including Hyundai, are called the “**Defendants**” (the Representative Plaintiffs and the Defendants are, together, the “**Parties**”). The Representative Plaintiffs allege that the Settlement Class Vehicles suffer from a defect that can cause engine seizure, stalling, failure, and/or fire. The Representative Plaintiffs also allege that some owners and lessees have been improperly denied repairs under the vehicle's warranty. Hyundai denies the Representative Plaintiffs' allegations.

These class actions consist of three national class actions (*McBain v Hyundai Auto Canada Corp., et al.*, Court File No. 19-00001186-000T before the Ontario Superior Court of Justice; *Papp v Kia Motors America Inc., et al.*, Court File No. QBG 795/19 before the Saskatchewan Court of Queen's Bench; and *Killoran v Hyundai Auto Canada Corp., et al.*, Court File No. S-194327 before the British Columbia Supreme Court) and a class action on behalf of residents of Quebec (*Pelletant v Hyundai Auto Canada Corp., et al.*, Court File No. 500-06-0010103-198 before the Superior Court of Québec).

The Settlement Class is divided into a Quebec Settlement Class that includes all Settlement Class Members whose Settlement Class Vehicle is registered in Quebec, and a National Settlement Class that includes all Settlement Class Members who are not Quebec Settlement Class Members. Approval of the Settlement is being sought in both the Ontario Superior Court of Justice and the Superior Court of Québec (each a “**Court**” and together the “**Courts**”).

### 3. Why is there a settlement?

The parties have agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can receive the payments and other benefits outlined in this notice in exchange for releasing the Defendants from liability. The Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right.

## Hyundai 2.0L and 2.4L Theta II GDI Engine Settlement in Canada

The Parties entered into a Settlement Agreement. The Representative Plaintiffs and the lawyers representing them (called “**Class Counsel**”) believe that the Settlement is in the best interests of the Settlement Class.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits describe in greater detail the rights and obligations of all the parties and are available at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

### **WHO IS IN THE SETTLEMENT?**

#### **4. How do I know if I am part of the Settlement?**

For the purposes of the Settlement, all persons (including individuals and entities) who purchased or leased a Settlement Class Vehicle in Canada are Settlement Class Members. Some exceptions apply (*see section 5*).

#### **5. Who is Excluded from the Settlement?**

The Settlement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons. Excluded Persons are:

- The Defendants and their directors, officers, and employees;
- Anyone who validly opts out of the Settlement;
- Anyone who purchased a Settlement Class Vehicle that had, prior to their purchase, been deemed a total loss or that had a branded title of “Dismantled,” “Junk,” “Salvage,” or “Mechanically Unfit”;
- Current or former owners or lessees of a Settlement Class Vehicle who released their claims against the Defendants in an individual settlement with any of the Defendants with respect to an issue raised in the class actions; and,
- Class Counsel and the presiding judges in the class actions.

#### **6. Which vehicles are included?**

The “**Settlement Class Vehicles**,” for the purposes of the description in section 4 above, are 2011-2019 model year Hyundai Sonata vehicles, 2013-2019 model year Hyundai Santa Fe Sport vehicles, and 2014-2015 and 2019 model year Hyundai Tucson vehicles equipped with genuine 2.0-litre and 2.4 litre Theta II gasoline direct injection engines within OEM specifications.

**7. If I bought or leased a Class Vehicle that has not had problems, am I included?**

Yes. You do NOT have to have experienced engine stalling, seizure, failure, or fire to be included in this Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the extension of the Powertrain Warranty to a Lifetime Warranty.

**8. I am still not sure if I'm included.**

If you are still not sure whether you are included, you can ask for help for free. You can visit the website at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). You can also call 1-833-683-5860 and ask whether your vehicle is included in the Settlement.

Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a small placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**9. What does the Settlement provide?**

The Settlement provides the following benefits:

1. Warranty Extension

Hyundai is extending the Powertrain Warranty to a Lifetime Warranty for Settlement Class Members who are individual consumers and who have the KSDS update completed on their Settlement Class Vehicle. The Lifetime Warranty will cover any damage to the short-block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and the rest of the long-block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles.

With the exception of cases of Exceptional Neglect (defined below) and subject to the existing terms, limitations, and conditions of the Settlement Class Vehicles’ original Powertrain Warranty, the Lifetime Warranty shall otherwise endure for issues arising from connecting rod bearing wear or damage irrespective of the Class Vehicle’s mileage, duration of ownership, or prior warranty engine repairs and/or warranty replacements.

The extension of the warranty covers all costs of inspections and repairs including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by an engine malfunction. Settlement Class Members must retain their vehicle maintenance records, and will be required to provide records for vehicle maintenance performed before and after the Notice Date to receive Lifetime Warranty repairs.

Hyundai dealerships will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Hyundai will provide reimbursement of reasonable rental car expenses up to \$40 per day.

## Hyundai 2.0L and 2.4L Theta II GDI Engine Settlement in Canada

If a Settlement Class Vehicle needs a new engine pursuant to the Lifetime Warranty but has mileage at or above 200,000 km and is more than eight (8) years from the original in-service date, Hyundai has the option of buying back the vehicle at its fair market value (as determined by Canadian Black Book's wholesale value for the vehicle, with no regional adjustment) instead of replacing the engine.

The warranty extension may be denied for “**Exceptional Neglect**” of the vehicle, which means:

- a) when the vehicle's engine suffers from a lack of maintenance or care by the current owner or lessee for not less than (1) year, based on the recommended 'normal maintenance schedule' service intervals detailed in the vehicle's owner manual, unless the lack of maintenance was due to a “**Loss Event**.” A Loss Event is an incident involving a Settlement Class Vehicle that would have led to a Qualifying Repair, the cost of which exceeded 50% of the fair market value of the vehicle, but as a result of which you sold the vehicle at a loss; or,
- b) where a class member has not had the Knock Sensor Detection Software (“**KSDS**”) installed in the vehicle by a Hyundai dealer within 60 days of the Approval Notice Date, or within 60 days of mailing of the KSDS Campaign Notice, whichever is later.

You do NOT need to submit a Claim Form to receive this extension of the Powertrain Warranty under this Settlement. The extended Powertrain Warranty will automatically be available to you in the event an issue arises with your vehicle that is covered by this warranty.

### 2. Reimbursement for Past Repairs

Money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs) will be reimbursed in full, and in certain instances, you may receive additional compensation, based on the following requirements:

#### (a) **DATE OF REPAIRS**

- A Qualifying Repair must be completed before notice of the settlement is issued.

#### (b) **TYPES OF “QUALIFYING REPAIRS”**

- A Qualifying Repair is a repair, replacement, diagnosis, or inspection of the engine short-block assembly, which includes the engine block, crankshaft and bearings, connecting rods and bearings, and pistons due to a connecting rod bearing failure or symptoms associated with connecting rod bearing failure.
- Repairs to any other components (such as the long-block assembly, battery, or starter) if paperwork shows the work was an attempt to address (i) engine seizure, (ii) engine stalling, (iii) engine noise, (iv) engine compartment fire, (v) illumination of the oil lamp, or (vi) other mechanical or cosmetic damage that was caused by a connecting rod bearing failure or symptoms associated with connecting rod bearing failure, except in cases of Exceptional Neglect (repair costs will not be reimbursed if the paperwork reflects that the repairs were plainly unrelated to the short-block assembly).

## Hyundai 2.0L and 2.4L Theta II GDI Engine Settlement in Canada

- It does not include repairs caused by a collision involving a Class Vehicle, unless the collision was directly caused by a Settlement Class Vehicle failure otherwise subject to a Qualifying Repair.
- Whether a repair constitutes a Qualifying Repair will be determined by the Claims Administrator through a review of the repair documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

### **(c) COMPENSATION FOR PREVIOUSLY DENIED WARRANTY REPAIRS**

- If before receiving notice of this Settlement you presented a Qualifying Repair to a Hyundai dealership and were denied an in-warranty repair and subsequently obtained the repair elsewhere, you are eligible to receive a free oil and filter change and tire rotation at any Hyundai-authorized dealer.

### **(d) COMPENSATION FOR INCONVENIENCE DUE TO REPAIR DELAYS**

- If you experienced more than 60 days of delay in obtaining a Qualifying Repair from an authorized Hyundai dealership, you are eligible to receive a dealer credit based on the length of the delay.
- If you had delays between 61 and 90 days, you will be entitled to a \$65 dealer credit, plus an additional \$35 dealer credit for each additional 30-day period of delay or fraction thereof (e.g., a Settlement Class Member may receive a \$65 dealer credit for delays lasting 61-90 days, a \$100 dealer credit for delays lasting 91-120 days, etc.).

### **(e) MAKE A TIMELY CLAIM**

- See section 10 for how to make your claim for any of these benefits using the Claim Form.

\* \* \*

Settlement Class Members are eligible for a reimbursement even if warranty coverage was denied on grounds of improper service or maintenance (except in cases of Exceptional Neglect circumstances as defined on page 4), and even if the repairs were performed at an independent mechanic.

### 3. Reimbursement for Rental Cars, Towing, Etc.

Money you spent on rental cars, towing services, and similar services will also be reimbursed in full if:

- The expense was reasonably related to obtaining one of the Qualifying Repairs listed above; and,
- You make a timely claim using the Claim Form (see section 10 for how to do this).

4. Compensation If You Sold or Traded-In a Settlement Class Vehicle

If your Settlement Class Vehicle (i) experienced a Loss Event that would have led to a Qualifying Repair (such as an engine seizure, engine stall, engine noise, engine compartment fire, or illumination of the oil lamp diagnosed as requiring repair of the engine block), AND (ii) you sold or traded-in the Class Vehicle without first getting the recommended Qualifying Repair before the Pre-Approval Notice Date, you may receive compensation for any effect on fair market value of the Class Vehicle that resulted. You may also receive an additional payment of \$140.00.

The amount of compensation will be based on the sale or trade-in transaction as a whole and the vehicle's mileage on the date of the Loss Event that would have led to a Qualifying Repair (among other considerations).

The vehicle's maintenance history before the repair diagnosis will not be a basis for denying or limiting compensation under this section (except in cases of Exceptional Neglect circumstances as defined on page 4).

To be considered for compensation, submit a claim using the Claim Form. Instructions are provided in section 10 below.

5. Compensation for Loss of Vehicle by Engine Fire

If your Settlement Class Vehicle was deemed a total loss as a result of an engine fire arising from a vehicle condition that would have otherwise been addressed by a Qualifying Repair, you may receive compensation for the value of the vehicle, and an additional \$140 payment.

The amount of compensation will be based on the fair market value of your Settlement Class Vehicle on the date of the engine fire, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a claim demonstrating the fire originated from the engine compartment and was unrelated to any sort of collision.

To be considered for compensation, submit a claim using the Claim Form. Instructions are provided in section 10 below.

6. Rebate Program

If you have lost faith in your Class Vehicle as a result of an incident that would have led to a Qualifying Repair and you purchase a new Hyundai vehicle at a Hyundai Authorized Dealer, you may be entitled to a rebate. You must complete the Claim Form to be entitled to any rebate (which would be calculated by determining the difference between the actual trade-in amount and the Fair Market Value of the Settlement Class Vehicle at the time of the trade in), and may qualify for a rebate up to the following maximum amounts based on the model year of the vehicle traded-in: for model year 2011-2014 Class Vehicles – \$1,750; for model year 2015 and 2016 Class Vehicles – \$1,000; and for model year 2017-2019 Class Vehicles – \$500.



7. Informational Pamphlet

The Settlement provides that Hyundai will distribute an informational pamphlet to Settlement Class Members that provides further recommended guidance on the maintenance of the engines in the Settlement Class Vehicles and that reminds Settlement Class Members of the available inspections and repairs.

**HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM**

**10. How do I make a claim?**

**The claims process has not yet begun.** If the Settlement is approved by the Courts at the Settlement Approval Hearings being held on February 23, 2021, you may make a claim by doing the following:

- 1) Fill out the Claim Form (paper or online);
- 2) Include the documentation specified on the Claim Form;
- 3) Submit online, by mail, or email the Claim Form to the address listed on the Claim Form; and,
- 4) Do so by the Claims Deadline date, which will be posted on the website [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) once determined by the Courts.

Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you fail to submit a Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

**11. When would I get my reimbursement?**

In general, valid claims will be paid as they are approved after the date of the Court orders giving final approval to the Settlement if there are no appeals (the “**Effective Date**”). If there are appeals, the date will be later. When the date becomes known it will be posted at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

The Settlement must be approved by the Courts to become effective. The Settlement Approval Hearings will take place on **February 23, 2021** at 10:00 A.M. EST by video conference, before the following Courts:

- Ontario Superior Court of Justice, 130 Queen Street West, Toronto
- Superior Court of Québec, 1 Notre-Dame Street East, Montreal

See section 22 for further information about the Settlement Approval Hearings.

The Settlement Approval Hearings may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

You may continue to check on the progress of the Settlement by visiting the website [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) or calling 1-833-683-5860.

**12. Who will review my claim?**

A third party Claims Administrator will be appointed by the Courts to administer the Settlement and the claims process. Once you submit a claim, it will be reviewed by the Claims Administrator and if the claim is valid, the Claims Administrator will send you the settlement reimbursement directly.

**13. What if my claim is found to be deficient?**

If a claim is found to be deficient and is rejected during the review process by the Claims Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 25 days of the notice.

**14. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself in writing as described in the answer to Question 15, you will be part of the Settlement Class if the Settlement is approved. That means that you can't sue, continue to sue, or be part of any other lawsuit against Hyundai or other related entities or individuals (listed in the Settlement Agreement, which you can view at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)) about the legal issues in this case related to your Settlement Class Vehicle. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) personal injury; (ii) damage to property other than to a Settlement Class Vehicle; or (iii) claims that relate to something other than a Settlement Class Vehicle and the alleged defect here.

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section VI of the Settlement Agreement (available at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)) or you can contact the lawyers representing the Settlement Class for free:

Hyundai 2.0L and 2.4L Theta II GDI Engine Settlement in Canada

<p>Michael Peerless <b>MCKENZIE LAKE LAWYERS</b> London Office 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 E-mail: <a href="mailto:mike.peerless@mckenzielake.com">mike.peerless@mckenzielake.com</a></p> <p>Jay Strosberg <b>STROSBERG SASSO SUTTS LLP</b> 1561 Ouellette Avenue Windsor, ON N8X 1K5 Email: <a href="mailto:jay@strosbergco.com">jay@strosbergco.com</a></p>	<p>K.S. Garcha <b>GARCHA &amp; COMPANY</b> Barristers &amp; Solicitors #405 – 4603 Kingsway Burnaby, BC V5H 4M4 Email: <a href="mailto:ksgarcha@garchalaw.ca">ksgarcha@garchalaw.ca</a></p> <p>Evatt Merchant, Q.C. and Christine Nasraoui <b>MERCHANT LAW GROUP LLP</b> 10 Notre-Dame St. East, #200, Montreal, QC H2Y 1B7 Email: <a href="mailto:emerchant@merchantlaw.com">emerchant@merchantlaw.com</a> and <a href="mailto:montreal@merchantlaw.com">montreal@merchantlaw.com</a></p>
---	--

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue Hyundai or other related entities or individuals on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or opting out of the Settlement Class.

**15. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must submit a personally signed written request as explained below.

An Opt-Out Form is available as of December 14, 2020 at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). Be sure to include (i) your full name, current address, telephone number, and e-mail address (ii) the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number (“VIN”) of your vehicle (which is located on a small placard on the top of the dashboard visible through the driver’s side corner of the windshield), and (iii) clearly state your desire to be excluded from the Settlement and from the Class. You must deliver your exclusion request postmarked no later than **February 12, 2021** to:

<p><b>Hyundai Theta Settlement Notice Administrator</b> c/o Epiq Class Action Services P.O. Box 507 STN B Ottawa, ON K1P 5P6</p>
--

You can’t exclude yourself on the phone, on any website, or by e-mail. Please keep a copy of any exclusion (or opting out) letter for your records.

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded (also known as “opting out”), you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit.

**16. If I don't exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself (opt out), you give up the right to sue Hyundai, and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against Hyundai, or other related entities or individuals, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the exclusion deadline is **February 12, 2021**.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Defendants over the issues in this lawsuit.

**17. If I exclude myself, can I get the benefits of this Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for any reimbursement. But, you may sue, continue to sue, or be part of a different lawsuit against Hyundai, and other related entities or individuals for the claims that this Settlement resolves, provided the time for doing so has not expired.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The law firms representing all Settlement Class Members are listed below.

<p>Michael Peerless <b>MCKENZIE LAKE LAWYERS</b> London Office 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 E-mail: <a href="mailto:mike.peerless@mckenzielake.com">mike.peerless@mckenzielake.com</a></p> <p>Jay Strosberg <b>STROSBURG SASSO SUTTS LLP</b> 1561 Ouellette Avenue Windsor, ON N8X 1K5 Email: <a href="mailto:jay@strosbergco.com">jay@strosbergco.com</a></p>	<p>K.S. Garcha <b>GARCHA &amp; COMPANY</b> Barristers &amp; Solicitors #405 – 4603 Kingsway Burnaby, BC V5H 4M4 Email: <a href="mailto:ksgarcha@garchalaw.ca">ksgarcha@garchalaw.ca</a></p> <p>EvattMerchant, Q.C. and Christine Nasraoui <b>MERCHANT LAW GROUP LLP</b> 10 Notre-Dame St. East, #200, Montreal, QC H2Y 1B7 Email: <a href="mailto:merchant@merchantlaw.com">merchant@merchantlaw.com</a> and <a href="mailto:montreal@merchantlaw.com">montreal@merchantlaw.com</a></p>
---	---

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

**19. How will the lawyers representing the Settlement Class be paid?**

Class Counsel will ask the Courts for approval of the payment of their fees and other expenses by the Defendants. It will be up to the Courts to approve or determine the amount that the Defendants will be ordered to pay for those fees and expenses. The Court may award less than the amounts requested by Class Counsel. These amounts will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

The Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

**20. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Courts should not approve it. The Court will consider your views.

To object, you must deliver an Objection Form saying that you object to the addresses below:

<b>Hyundai Theta Settlement Notice Administrator</b>
c/o Epiq Class Action Services P.O. Box 507 STN B Ottawa, ON K1P 5P6

An Objection Form is available as of December 14, 2020 at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). The completed Objection Form must include:

- 1) Your full name, address, and telephone number, and e-mail address (if applicable);
- 2) The model year and VIN of your Class Vehicle;
- 3) A detailed written statement of each objection being made, including the specific reasons for each objection including all factual and legal grounds, and any evidence or legal authority to support each objection;
- 4) Whether you intend to appear on your own behalf or through counsel at the Settlement Approval Hearing in Toronto, Ontario or the Settlement Approval Hearing in Montreal, Quebec, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel; and,
- 5) Your signature.

Objections must be sent by mail, courier, or e-mail to the above addresses on or before **February 12, 2021**. Objections submitted after this date will not be considered.

Should you wish to speak at a Settlement Approval Hearing, you must indicate your wish to do so in the Objection Form. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the final approval hearing.

**21. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE SETTLEMENT APPROVAL HEARINGS**

The Courts will hold hearings to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

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

The Settlement Approval Hearings will take place on **February 23, 2021** at 10:00 A.M. EST by video conference, before the following Courts:

- Ontario Superior Court of Justice, 130 Queen Street West, Toronto
- Superior Court of Québec, 1 Notre-Dame Street East, Montreal

Because of the Covid-19 pandemic, the Court hearings in these matters will be held by video conference.

However, you can attend the hearing virtually and ask to be heard with respect to the authorization or approval of the proposed settlement, using a computer adequately connected to the Zoom system used by the Courts.

The Zoom access code will be posted on [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) a few days prior to the hearing date.

At these Settlement Approval Hearings, the Courts will consider whether the Settlement is fair, reasonable, and in the best interests of the class. If there are objections, the Courts will consider them. The Courts will listen to people who have asked to speak at the hearing. The Courts may also decide how much to pay Class Counsel. After the hearings, the Courts will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The Settlement Approval Hearings may be rescheduled without further notice to you, so it is recommended you periodically check [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) for updated information.

**23. Do I have to come to the Settlement Approval Hearing?**

No. Class Counsel will answer any questions the Courts may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you'll get no payments from this Settlement, though you will be entitled to the benefits of the Lifetime Warranty (if you continue to own or lease your Settlement Class Vehicle). But unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Hyundai, or other related entities or individuals about the legal issues in this case.

However, even if you take no action, you will keep your right to sue the Defendants for any other claims not resolved by the Settlement.

**GETTING MORE INFORMATION**

**25. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

Neither the Defendants nor the Representative Plaintiffs make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

**26. How do I get more information?**

You can call 1-833-683-5860 toll free or visit [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com), where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 18.

## Règlement relatif au moteur IDE Theta II Hyundai au Canada

# AVIS DE RÈGLEMENT COLLECTIF PROPOSÉ

Si vous avez acheté ou loué l'un ou l'autre des véhicules Hyundai suivants équipés d'un moteur à injection directe d'essence (un « moteur IDE ») Theta II de 2,0 litres ou de 2,4 litres (les « **Véhicules du groupe visé par le règlement** »), vous pourriez bénéficier d'un règlement dans le cadre d'une action collective :

Modèle	Années du modèle
Hyundai Sonata	2011 à 2019
Hyundai Santa Fe Sport	2013 à 2019
Hyundai Tucson	2014, 2015 et 2019

***Vos droits seront touchés que vous agissiez ou non.  
Veuillez lire le présent avis attentivement.***

- L'objet du présent avis est de vous informer d'un règlement proposé dans le cadre des actions collectives suivantes :
  - *McBain c. Hyundai Auto Canada Corp., et al.*, dont le numéro de dossier de la cour est 19-00001186-000T (Cour supérieure de justice de l'Ontario)
  - *Papp c. Kia Motors America Inc., et al.*, dont le numéro de dossier de la cour est QBG 795/19 (Cour du Banc de la Reine de la Saskatchewan)
  - *Killoran c. Hyundai Auto Canada Corp., et al.*, dont le numéro de dossier de la cour est S-194327 (Cour suprême de la Colombie-Britannique)
  - *Pelletant c. Hyundai Auto Canada Corp. et al.*, dont le numéro de dossier de la cour est 500-06-0010103-198 (Cour supérieure du Québec)

Vous recevez le présent avis, car les registres de Hyundai Auto Canada Corporation (« **HACC** »), de Hyundai Motor Company, de Hyundai Motor America, Inc. ou de Hyundai Motor Manufacturing Alabama, LLC (collectivement, « **Hyundai** ») indiquent que vous avez le droit de réclamer certaines indemnités offertes par le présent règlement proposé.

- Ces poursuites allèguent que les Véhicules du groupe visé par le règlement ont un défaut qui peut causer un grippage, un calage, une panne ou un incendie du moteur. Hyundai n'a pas été jugée responsable des réclamations alléguées dans ces poursuites. Les parties ont plutôt proposé un règlement afin d'éviter un long procès (le « **Règlement** »).
- Les personnes qui possèdent ou qui louent, ou qui ont possédé ou loué, un Véhicule du groupe visé par le règlement sont appelés les « **Membres du groupe visé par le règlement** » et collectivement le « **Groupe visé par le règlement** ». Les Membres du groupe visé par le règlement pourraient avoir droit à une indemnisation s'ils soumettent une réclamation valable dans les délais requis qui est approuvée dans le cadre du processus d'examen décrit dans le présent avis et approuvée par les Cours.



### **Indemnités éventuelles dans le cadre du Règlement :**

Aux termes du Règlement, les Membres du groupe visé par le règlement (qui ont acheté ou loué un Véhicule du groupe visé par le règlement au Canada et qui ne sont pas exclus du Groupe visé par le règlement) pourraient être admissibles aux indemnités suivantes :

- La prolongation de la Garantie sur le groupe motopropulseur afin d'offrir une protection à vie pour les dommages causés au bloc-moteur embiellé assemblé et au bloc long assemblé s'ils sont causés par une défaillance du roulement de bielle, au moment de la réalisation de la mise à jour du Logiciel de détection de cognement.
- Un paiement en espèces pour les réparations antérieures admissibles et les dépenses liées aux réparations.
- Un crédit du concessionnaire pour les inconvénients dus aux retards liés aux réparations antérieures.
- Un paiement en espèces pour certaines ventes ou reprises de véhicules non réparés.
- Un paiement en espèces pour les véhicules perdus en raison d'un incendie du moteur.
- Dans certains cas, une remise au comptant si vous avez perdu confiance en votre véhicule après avoir exigé une réparation du moteur et que vous l'échangez pour un autre véhicule Hyundai.

### **Audiences sur l'approbation du règlement :**

Le Règlement doit être approuvé par les Cours afin de prendre effet. Les audiences sur l'approbation du Règlement se tiendront par visioconférence le 23 février 2021 à 10 :00 HNE devant les cours suivantes :

- Cour supérieure de justice de l'Ontario
- Cour supérieure du Québec

Les frais juridiques des conseillers juridiques du groupe pourraient également être approuvés, mais ces montants seront réglés séparément et ne réduiront pas les indemnités dans le cadre du règlement.

### **Vos droits et vos options sur le plan juridique :**

- **Participer** au Règlement, s'il est approuvé par les Cours, et présenter une réclamation pour les indemnités admissibles. Si vous souhaitez participer, vous n'êtes pas tenu de faire quoi que ce soit avant que le Règlement soit approuvé.
- **Vous opposer** au Règlement avant que les Cours étudient son approbation et assister à l'audience du 23 février 2021 pour présenter cette opposition.
- **Vous exclure** du Règlement (**vous retirer**), auquel cas, vous ne serez pas admissible à recevoir des indemnités. Vous devez prendre des mesures si vous souhaitez vous exclure et préserver vos droits légaux à l'encontre de Hyundai.

Pour vous opposer au Règlement ou vous exclure du Règlement, vous devez présenter une demande qui devra être reçue au plus tard le **12 février 2021**.

Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

- Ces droits et ces options, **ainsi que les dates limites pour les exercer**, sont expliqués dans le présent avis.

## Règlement relatif au moteur IDE Theta II Hyundai au Canada

<b>RENSEIGNEMENTS DE BASE.....</b>	<b>1</b>
1. Pourquoi ai-je obtenu cette trousse de notification? .....	1
2. Quel est l'objet des actions collectives? .....	1
3. Pourquoi il y a un règlement? .....	1
<b>QUI EST VISÉ PAR LE RÈGLEMENT? .....</b>	<b>2</b>
4. Comment puis-je savoir si je fais partie du Règlement?.....	2
5. Qui est exclu du Règlement? .....	2
6. Quels véhicules sont inclus? .....	2
7. Si j'ai acheté ou loué un Véhicule du groupe visé par le règlement qui n'a pas eu de problèmes, suis-je inclus?.....	3
8. Je ne suis toujours pas certain d'être inclus. ....	3
<b>INDEMNITÉS DANS LE CADRE DU RÈGLEMENT – CE QUE VOUS OBTIENDREZ</b>	<b>3</b>
9. Qu'est-ce qui est offert dans le cadre du Règlement?.....	3
<b>MARCHE À SUIVRE POUR OBTENIR UN REMBOURSEMENT – PRÉSENTATION D'UN FORMULAIRE DE RÉCLAMATION .....</b>	<b>7</b>
10. Comment puis-je voter présenter une réclamation?.....	7
11. À quel moment recevrai-je le remboursement? .....	8
12. Qui examinera ma réclamation? .....	8
13. Qu'arrivera-t-il si ma réclamation est jugée incomplète?.....	8
14. À quoi je renonce si je reste dans le Groupe visé par le règlement? .....	9
<b>S'EXCLURE DU RÈGLEMENT.....</b>	<b>9</b>
15. Comment puis-je me retirer du Règlement? .....	10
16. Si je ne m'exclus pas, pourrais-je poursuivre pour la même cause plus tard?.....	10
17. Si je m'exclus, pourrais-je obtenir les indemnités dans le cadre du présent Règlement? .....	11
<b>LES AVOCATS QUI VOUS REPRÉSENTENT .....</b>	<b>11</b>
18. Est-ce qu'un avocat me représente dans cette affaire? .....	11
19. Comment les avocats qui représentent le Groupe visé par le règlement seront-ils payés?.....	11
<b>S'OPPOSER AU RÈGLEMENT .....</b>	<b>12</b>
20. Comment puis-je dire à la Cour que je ne suis pas d'accord avec ce Règlement? .....	12
21. Quelle est la différence entre s'opposer et s'exclure? .....	13
<b>LES AUDIENCES SUR L'APPROBATION DU RÈGLEMENT .....</b>	<b>13</b>

Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

22.	Quand et où les Cours décideront-elles d'approuver ou non le Règlement? .....	13
23.	Suis-je tenu d'assister à l'Audience sur l'approbation du règlement?.....	14
<b>SI VOUS NE FAITES RIEN.....</b>		<b>14</b>
24.	Que se passera-t-il si je ne fais rien du tout? .....	14
<b>POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS .....</b>		<b>14</b>
25.	Existe-t-il des renseignements plus détaillés au sujet du Règlement? .....	14
26.	Comment puis-je obtenir de plus amples renseignements? .....	14

# Règlement relatif au moteur IDE Theta II Hyundai au Canada

## RENSEIGNEMENTS DE BASE

### 1. Pourquoi ai-je obtenu cette trousse de notification?

Selon les registres de Hyundai, vous avez acheté ou loué un Véhicule du groupe visé par le règlement au Canada.

Vous avez le droit d'être informé d'un règlement proposé dans le cadre d'actions collectives et de vos options avant que les Cours décident d'approuver ou non le Règlement. Si les Cours approuvent le Règlement, Hyundai fournira aux Membres du groupe visé par le règlement qui ont soumis des réclamations valides les paiements et les autres indemnités convenus dans le Règlement. Le présent avis explique les actions collectives, le Règlement, vos droits légaux, les indemnités offertes, les personnes admissibles à les recevoir et la marche à suivre pour les obtenir.

Vous devriez lire l'intégralité du présent avis.

### 2. Quel est l'objet des actions collectives?

Les personnes physiques qui ont déposé ces poursuites sont appelées les « **Demanderesses** » et les personnes morales qu'elles poursuivent, dont Hyundai, sont appelées les « **Défenderesses** » (les Demanderesses et les Defenderesses sont collectivement appelées les « **Parties** »). Les Demanderesses allèguent que les Véhicules du groupe visé par le règlement ont un défaut qui peut causer un grippage, un calage, une panne ou un incendie du moteur. Les Demanderesses allèguent également que certains propriétaires ou locataires se sont vus refuser de manière inappropriée des réparations aux termes de la garantie du véhicule. Hyundai nie les allégations des Demanderesses.

Ces actions collectives comprennent trois actions collectives nationales (*McBain c. Hyundai Auto Canada Corp., et al.*, dont le numéro de dossier de la cour est 19-00001186-000T devant la Cour supérieure de justice de l'Ontario; *Papp c. Kia Motors America Inc., et al.*, dont le numéro de dossier de la cour est QBG 795/19 devant la Cour du Banc de la Reine de la Saskatchewan; et *Killoran c. Hyundai Auto Canada Corp., et al.*, dont le numéro de dossier de la cour est S-194327 devant la Cour suprême de la Colombie-Britannique) et une action collective au nom des résidents du Québec (*Pelletant c. Hyundai Auto Canada Corp., et al.*, dont le numéro de dossier de la cour est 500-06-0010103-198 devant la Cour supérieure du Québec).

Le Groupe visé par le règlement est divisé en un Groupe visé par le règlement au Québec qui comprend tous les Membres du groupe visé par le règlement dont le Véhicule du groupe visé par le règlement est immatriculé au Québec et un Groupe visé par le règlement au Canada qui comprend tous les Membres du groupe visé par le règlement qui ne sont pas des Membres du groupe visé par le règlement du Québec. L'approbation du Règlement est demandée devant la Cour supérieure de justice de l'Ontario et la Cour supérieure du Québec (individuellement une « **Cour** » et collectivement les « **Cours** »).

### 3. Pourquoi y a-t-il un règlement?

Les parties ont accepté le Règlement afin d'éviter les frais et les risques liés à un litige qui perdure, notamment un procès éventuel, et afin que les Membres du groupe visé par le règlement puissent

recevoir les paiements et les autres indemnités exposés dans le présent avis en échange de la libération des Défenderesses. Le Règlement ne signifie pas que les Défenderesses ont violé la loi ni qu'elles ont commis une faute, et les Cours n'ont pas déterminé la partie qui avait gain de cause.

Les Parties ont conclu une Convention de règlement. Les Demanderesses et les avocats qui les représentent (appelés les « **Conseillers juridiques du groupe** ») sont d'avis que le Règlement est dans l'intérêt du Groupe visé par le règlement.

Le présent avis résume les modalités essentielles du Règlement. La Convention de règlement ainsi que toutes les annexes, que l'on peut consulter au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) décrivent plus amplement les droits et les obligations de l'ensemble des parties. En cas de conflit entre le présent avis et la Convention de règlement, la Convention de règlement aura préséance.

## **QUI EST VISÉ PAR LE RÈGLEMENT?**

### **4. Comment puis-je savoir si je fais partie du Règlement?**

Pour les besoins du Règlement, toutes les personnes (y compris les personnes physiques et les entités) qui ont acheté ou loué un Véhicule du groupe visé par le règlement au Canada sont des Membres du groupe visé par le règlement. Certaines exceptions s'appliquent (*se reporter à l'article 5*).

### **5. Qui est exclu du Règlement?**

Le Règlement ne s'applique pas à une personne qui n'est pas un Membre du groupe visé par le règlement, notamment les Personnes exclues. Les Personnes exclues comprennent les personnes suivantes :

- les Défenderesses, ainsi que leurs administrateurs, leurs dirigeants et leurs employés;
- toute personne qui s'est valablement retirée du Règlement;
- toute personne qui a acheté un Véhicule du groupe visé par le règlement qui était, avant l'achat, réputé être une perte totale ou qui portait le titre « démonté », « ferraille », « récupération » ou « hors d'état de rouler en raison de problèmes mécaniques »;
- les propriétaires ou les locataires actuels ou anciens d'un Véhicule du groupe visé par le règlement dont la réclamation a fait l'objet d'une quittance envers les Défenderesses dans le cadre d'un règlement individuel intervenu avec les Défenderesses relativement à la question soulevée dans les actions collectives;
- les Conseillers juridiques du groupe et les juges présidant les actions collectives.

### **6. Quels véhicules sont inclus?**

Les « **Véhicules du groupe visé par le règlement** » pour les besoins de la description de l'article 4 ci-dessus, sont les véhicules Hyundai Sonata d'un modèle des années 2011 à 2019, les véhicules

Hyundai Santa Fe Sport d'un modèle des années 2013 à 2019 et les véhicules Hyundai Tucson d'un modèle des années 2014, 2015 et 2019 équipés d'un moteur à injection directe d'essence Theta II de 2,0 litres ou de 2,4 litres selon les spécifications du FEO.

**7. Si j'ai acheté ou loué un Véhicule du groupe visé par le règlement qui n'a pas eu de problèmes, suis-je inclus?**

Oui. Vous NE devez PAS nécessairement avoir subi un grippage, un calage, une panne ou un incendie du moteur pour être inclus dans le présent Règlement. Si vous possédez ou louez toujours un Véhicule du groupe visé par le règlement, vous serez admissible à profiter de la prolongation de la Garantie sur le groupe motopropulseur vers une Garantie à vie.

**8. Je ne suis toujours pas certain d'être inclus.**

Si vous n'êtes toujours pas certain d'être inclus, vous pouvez obtenir de l'aide gratuitement. Vous pouvez visiter le site Web au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). Vous pouvez également appeler au 1-833-683-5860 et demander si votre véhicule est inclus dans le Règlement.

Que vous visitiez le site Web ou que vous appeliez au numéro sans frais, vous devrez avoir votre numéro d'identification du véhicule (« NIV ») à portée de la main. Le NIV est situé sur une petite plaque sur la partie supérieure du tableau de bord et est visible par l'angle conducteur du pare-brise. Il figure également sur le certificat d'immatriculation de votre véhicule et probablement sur le certificat d'assurance de votre véhicule. Votre NIV devrait comporter 17 caractères, composés d'une combinaison de lettres et de chiffres.

**INDEMNITÉS DANS LE CADRE DU RÈGLEMENT – CE QUE VOUS OBTIENDREZ**

**9. Qu'est-ce qui est offert dans le cadre du Règlement?**

Le Règlement offre les indemnités suivantes :

1. Prolongation de la garantie

Hyundai prolonge la Garantie sur le groupe motopropulseur vers une Garantie à vie pour les Membres du groupe visé par le règlement qui sont des consommateurs et qui ont fait la mise à jour du Logiciel de détection de cognement sur leur Véhicule du groupe visé par le règlement. La Garantie à vie couvrira les dommages causés au bloc embiellé assemblé (composé du bloc-moteur, du vilebrequin et des paliers, des roulements de bielle et des pistons) et au reste du bloc long assemblé causés par une défaillance du roulement de bielle dans les Véhicules du groupe visé par le règlement.

Sauf dans les cas de Négligence grave (au sens donné à ce terme ci-dessous) et sous réserve des modalités, des restrictions et des conditions existantes de la Garantie sur le groupe motopropulseur initiale des Véhicules du groupe visé par le règlement, la Garantie à vie sera normalement maintenue relativement aux problèmes découlant de l'usure ou de l'endommagement du roulement de bielle sans égard au kilométrage ou à la durée de propriété du Véhicule du groupe visé par le règlement et sans égard aux réparations du moteur sous garantie ou aux remplacements sous garantie antérieurs.

## Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

La prolongation de la garantie couvre tous les frais d'inspection et de réparation, y compris les frais associés aux pièces de remplacement, à la main-d'œuvre, aux diagnostics et aux dommages mécaniques ou esthétiques causés au Véhicule du groupe visé par le règlement par un mauvais fonctionnement du moteur. Les Membres du groupe visé par le règlement devront conserver leurs dossiers d'entretien du véhicule après la Date de l'avis et pourraient être tenus de fournir les dossiers relatifs à l'entretien du véhicule effectué après la Date de l'avis pour bénéficier des réparations aux termes de la Garantie à vie.

Les concessions Hyundai fourniront gratuitement un véhicule de courtoisie jusqu'à ce que les réparations soient complétées. Si aucun véhicule de courtoisie n'est disponible, Hyundai offrira un remboursement maximal de 40 \$ par jour pour une voiture de location raisonnable.

Si un Véhicule du groupe visé par le règlement a besoin d'un nouveau moteur aux termes de la Garantie à vie, mais que le kilométrage est égal ou supérieur à 200 000 km et la durée depuis la date de mise en service initiale est supérieure à huit (8) ans, Hyundai a l'option de racheter le véhicule à sa juste valeur marchande (calculée selon la valeur en gros du Canadian Black Book pour le véhicule, sans rajustement régional) au lieu de remplacer le moteur.

La prolongation de la garantie pourrait être refusée dans les cas de « **Négligence grave** », à savoir :

- a) lorsque le moteur du véhicule subi un manque d'entretien ou de soin par le propriétaire ou le locataire actuel pendant au moins un (1) an, selon les intervalles d'entretien du « calendrier d'entretien normal » recommandé détaillés dans le manuel du propriétaire du véhicule, à moins que ce manque d'entretien découle d'un « **Événement générateur de perte** ». Un Événement générateur de perte est un incident impliquant un Véhicule du groupe visé par le règlement qui aurait entraîné une Réparation admissible, dont le coût dépasse la moitié de la juste valeur marchande du véhicule, mais en raison duquel vous avez vendu le véhicule en subissant une perte;
- b) lorsqu'un membre du groupe n'a pas fait installer le Logiciel de détection de cognement sur le véhicule par un concessionnaire Hyundai dans les 60 jours suivant la Date de l'avis d'approbation ou dans les 60 jours suivant la mise à la poste de l'avis relatif à la Campagne relative au logiciel de détection de cognement, selon la dernière éventualité à survenir.

Vous N'AVEZ PAS besoin de soumettre un Formulaire de réclamation pour obtenir cette prolongation de la Garantie sur le groupe motopropulseur aux termes du présent Règlement. La Garantie sur le groupe motopropulseur prolongée vous sera offerte automatiquement advenant un problème avec votre véhicule qui est couvert par cette garantie.

### 2. Remboursement des réparations antérieures

Les montants que vous engagez relativement à certaines réparations d'un Véhicule du groupe visé par le règlement (les Réparations admissibles) vous seront remboursés intégralement, et dans certains cas, vous pourriez recevoir une indemnisation supplémentaire, en fonction des exigences suivantes :



**a) DATE DES RÉPARATIONS**

- Une Réparation admissible doit être complétée avant que l'avis de règlement soit publié.

**b) TYPES DE « RÉPARATIONS ADMISSIBLES »**

- Une Réparation admissible est une réparation, un remplacement, un diagnostic ou une inspection du bloc moteur embiellé assemblé, qui comprend le bloc-moteur, le vilebrequin et les paliers, les roulements de bielle et les pistons, en raison d'une défaillance du roulement de bielle ou de symptômes associés à la défaillance du roulement de bielle.
- Les réparations réalisées sur toutes autres composantes (telles que le bloc long assemblé, la batterie et le démarreur), pourvu que la documentation confirme que les travaux réalisés tentaient de régler (i) le grippage du moteur, (ii) le calage du moteur, (iii) le bruit du moteur, (iv) le feu du compartiment moteur, (v) l'illumination du témoin d'huile ou (vi) un autre dommage mécanique ou esthétique qui a été causé par une défaillance du roulement de bielle ou des symptômes associés à la défaillance du roulement de bielle, sauf dans les cas de Négligence grave (les frais de réparation ne seront pas remboursés si la documentation indique que les réparations étaient visiblement sans lien avec le bloc embiellé assemblé).
- Les réparations causées par une collision impliquant un Véhicule du groupe visé par le règlement ne sont pas incluses, à moins que la collision soit directement causée par une panne de moteur dans un Véhicule du groupe visé par le règlement qui serait normalement visée par une Réparation Admissible.
- L'Administrateur des réclamations déterminera si une réparation constitue une Réparation admissible dans le cadre d'un examen de la documentation relative à la réparation soumise avec votre Réclamation, avec l'aide de Hyundai et des Conseillers juridiques du groupe au besoin.

**c) INDEMNISATION RELATIVE AUX RÉPARATIONS SOUS GARANTIE ANTÉRIEUREMENT REFUSÉES**

- Si vous avez présenté, avant de recevoir l'avis du présent Règlement, une Réparation admissible à une concession Hyundai et qu'une réparation sous garantie a été refusée et a été ultérieurement réalisée ailleurs, vous serez admissible à recevoir un changement d'huile et de filtre et une permutation des pneus gratuits chez un concessionnaire autorisé Hyundai.

**d) INDEMNISATION RELATIVE AUX INCONVÉNIENTS DUS AUX RETARDS LIÉS AUX RÉPARATIONS**

- Si vous subissez plus de 60 jours de retard dans l'obtention d'une Réparation admissible auprès d'un concessionnaire autorisé Hyundai, vous êtes admissible à recevoir un crédit du concessionnaire fondé sur la longueur du retard.
- Si vous avez subi un retard de 61 à 90 jours, vous aurez droit à un crédit du concessionnaire de 65 \$, majoré d'un crédit du concessionnaire supplémentaire de 35 \$ pour chaque période

supplémentaire de 30 jours de retard ou fraction de cette période. (À titre d'exemple, un Membre du groupe visé par le règlement pourrait recevoir un crédit du concessionnaire de 65 \$ pour les retards qui durent de 61 à 90 jours, un crédit du concessionnaire de 100 \$ pour les retards qui durent de 91 à 120 jours, etc.)

**e) PRÉSENTER UNE RÉCLAMATION DANS LES DÉLAIS REQUIS**

- Veuillez vous reporter à l'article 10 pour connaître la marche à suivre pour présenter votre réclamation pour obtenir l'une ou l'autre de ces indemnités en utilisant le Formulaire de réclamation.

\* \* \*

Les Membres du groupe visé par le règlement sont admissibles au remboursement même si la protection de garantie a été refusée pour des raisons de mauvaise installation ou de mauvais entretien (sauf dans les cas de Négligence grave au sens donné à ce terme à la page 4) et même si les réparations ont été réalisées par un mécanicien indépendant.

3. Remboursement des frais de location de voitures, de remorquage, etc.

Les montants que vous engagez relativement aux services de location de voitures, aux services de remorquage et à d'autres services semblables vous seront remboursés intégralement dans les cas suivants :

- les frais étaient raisonnablement liés à l'obtention d'une des Réparations admissibles énumérées ci-dessus;
- vous avez présenté une réclamation dans les délais requis en utilisant le Formulaire de réclamation. (Veuillez vous reporter à l'article 10 pour connaître la marche à suivre pour ce faire.)

4. Indemnisation si vous vendez ou donnez en reprise un Véhicule du groupe visé par le règlement

Si votre Véhicule du groupe visé par le règlement (i) a subi un Événement générateur de perte qui aurait entraîné une Réparation admissible (telle qu'un grippage du moteur, un calage du moteur, un bruit du moteur, un feu du compartiment moteur ou une illumination du témoin d'huile diagnostiqué comme nécessitant une réparation du bloc-moteur) ET (ii) vous avez vendu ou donné en reprise le Véhicule du groupe visé par le règlement sans d'abord obtenir la Réparation admissible recommandée avant la Date de l'avis d'approbation préalable, vous pourriez recevoir une indemnisation pour tout effet sur la juste valeur marchande du Véhicule du groupe visé par le règlement qui en a découlé. Vous pourriez également recevoir un paiement supplémentaire de 140,00 \$.

Le montant de l'indemnisation sera fondé sur l'opération de vente ou de reprise globalement et le kilométrage du véhicule à la date de l'Événement générateur de perte qui aurait entraîné une Réparation admissible (entre autres considérations).

## Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

L'historique d'entretien du véhicule avant le diagnostic de la réparation ne pourra servir de fondement pour refuser ou limiter une indemnisation en vertu du présent article (sauf dans les cas de Négligence grave au sens donné à ce terme à la page 4).

Pour être considéré aux fins d'indemnisation, veuillez présenter une réclamation en utilisant le Formulaire de réclamation. Les instructions sont fournies à l'article 10 ci-dessous.

### 5. Indemnisation pour la perte d'un véhicule en raison d'un incendie dans le moteur

Si le Véhicule du groupe visé par le règlement était réputé être une perte totale en raison d'un incendie dans le moteur découlant de l'état d'un véhicule qui aurait normalement été réglé par une Réparation admissible, vous pourriez recevoir une indemnisation pour la valeur du véhicule, ainsi qu'un paiement supplémentaire de 140 \$.

Le montant de l'indemnisation sera fondé sur la juste valeur marchande de votre Véhicule du groupe visé par le règlement à la date de l'incendie dans le moteur, jusqu'à concurrence du montant que vous avez payé pour acheter votre Véhicule du groupe visé par le règlement, pourvu que vous présentiez une réclamation qui démontre que l'incendie s'est déclenché dans le compartiment du moteur et n'était pas lié à tout type de collision.

Pour être considéré aux fins d'indemnisation, veuillez présenter une réclamation en utilisant le Formulaire de réclamation. Les instructions sont fournies à l'article 10 ci-dessous.

### 6. Programme de remise

Si vous avez perdu confiance en votre Véhicule du groupe visé par le règlement à la suite d'un incident qui aurait entraîné une Réparation admissible et que vous achetez un nouveau véhicule Hyundai auprès d'un Concessionnaire autorisé Hyundai, vous pourriez avoir droit à une remise. Vous devez remplir le Formulaire de réclamation pour avoir droit à la remise (qui serait calculée en établissant la différence entre le montant réel de la reprise et la Juste valeur marchande du Véhicule du groupe visé par le règlement au moment de la reprise) et vous pourriez être admissible à un rabais maximal correspondant aux montants maximaux suivants selon l'année du modèle du véhicule donné en reprise : 1 750 \$ pour un modèle des années 2011 à 2014; 1 000 \$ pour un modèle des années 2015 et 2016; et 500 \$ pour un modèle des années 2017 à 2019.

### 7. Brochure d'information

Le Règlement prévoit que Hyundai distribuera aux Membres du groupe visé par le règlement une brochure d'information qui prévoit des lignes directrices recommandées supplémentaires en matière d'entretien des moteurs dans les Véhicules du groupe visé par le règlement et qui rappelle aux Membres du groupe visé par le règlement les inspections et les réparations offertes.

## **MARCHE À SUIVRE POUR OBTENIR UN REMBOURSEMENT – PRÉSENTATION D'UN FORMULAIRE DE RÉCLAMATION**

### **10. Comment puis-je présenter une réclamation?**

- 1) remplir le Formulaire de réclamation (sur papier ou en ligne);

Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

- 2) inclure la documentation précisée dans le Formulaire de réclamation;
- 3) présenter le Formulaire de réclamation en ligne, par la poste ou par courriel à l'adresse indiquée sur le Formulaire de réclamation;
- 4) respecter ces étapes au plus tard le **12 février 2021**.

Veillez conserver une copie de votre Formulaire de réclamation rempli et de l'ensemble la documentation que vous soumettez pour vos dossiers.

Si vous omettez de présenter un Formulaire de réclamation et les documents justificatifs avant la date limite requise, vous ne serez pas payé. L'envoi d'un Formulaire de réclamation tardif aura les mêmes effets que ne rien faire du tout.

### **11. À quel moment recevrai-je le remboursement?**

En règle générale, les réclamations valides seront réglées lorsqu'elles seront approuvées après la date des ordonnances de la Cour approuvant définitivement le Règlement si aucun appel n'est logé (la « **Date de prise d'effet** »). Si un appel est logé, la date sera ultérieure. Lorsque la date sera connue, elle sera affichée à l'adresse [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)

Le Règlement doit être approuvé par les Cours afin de prendre effet. Les Audiences sur l'approbation du Règlement se tiendront par visioconférence le 23 février 2021 à 10 :00 HNE devant les Cours suivantes :

- Cour supérieure de justice de l'Ontario
- Cour supérieure du Québec

Les détails de ces audiences apparaissent à l'article 22 du présent avis.

Les Audiences sur l'approbation du règlement pourraient être reportées sans autre avis. Pour obtenir des renseignements à jour sur le report, veuillez visiter le [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

Vous pouvez continuer de vérifier la progression du Règlement en visitant le site Web [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) ou en appelant au 1-833-683-5860.

### **12. Qui examinera ma réclamation?**

Un Administrateur des réclamations indépendant sera nommé par les Cours pour administrer le règlement et le processus de réclamations. Lorsque vous aurez présenté une réclamation, elle sera examinée par l'Administrateur des réclamations qui, si elle est valide, vous enverra directement le remboursement dans le cadre du règlement.

### **13. Qu'arrivera-t-il si ma réclamation est jugée incomplète?**

Si une réclamation est jugée incomplète et est rejetée pendant le processus d'examen par l'Administrateur des réclamations, le Membre du groupe visé par le règlement sera avisé de

l'insuffisance. Le Membre du groupe visé par le règlement aura ensuite la possibilité de corriger l'insuffisance dans un délai de 25 jours suivant l'avis.

#### 14. À quoi je renonce si je reste dans le Groupe visé par le règlement?

À moins que vous vous retiriez par écrit de la façon décrite à la Question 14, vous ferez partie du Groupe visé par le règlement si le Règlement est approuvé. Cette appartenance au Groupe visé par le règlement signifie que vous ne pourrez poursuivre, continuer de poursuivre ou être partie à une autre poursuite contre Hyundai ou d'autres entités ou personnes apparentées (indiquées dans la Convention de règlement, qui peut être consultée au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)) au sujet des questions juridiques dans la présente cause liées à votre Véhicule du groupe visé par le règlement. De plus, toutes les ordonnances des Cours s'appliqueront à votre situation et vous lieront.

Toutefois, aucune disposition du présent Règlement ne vous interdit de présenter des réclamations relativement (i) à un préjudice personnel, (ii) à un dommage matériel à bien qui n'est pas un Véhicule du groupe visé par le règlement ou (iii) à un autre sujet qu'un Véhicule du groupe visé par le règlement ou que le défaut allégué en l'espèce.

Si vous avez des questions au sujet de la portée des réclamations juridiques auxquelles vous renoncez en restant dans le Groupe visé par le règlement, vous pouvez examiner l'Article VI de la Convention de règlement (qui peut être consultée [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)) ou vous pouvez communiquer gratuitement avec les avocats suivants qui représentent le Groupe visé par le règlement :

<p>Michael Peerless <b>MCKENZIE LAKE LAWYERS</b> Bureau de London 140, Fullarton Street Bureau 1800 London (Ontario) N6A 5P2 Courriel : <a href="mailto:mike.peerless@mckenzielake.com">mike.peerless@mckenzielake.com</a></p> <p>Jay Strosberg <b>STROSBERG SASSO SUTTS LLP</b> 1561, Ouellette Avenue Windsor (Ontario) N8X 1K5 Courriel : <a href="mailto:jay@strosbergco.com">jay@strosbergco.com</a></p>	<p>K.S. Garcha <b>GARCHA &amp; COMPANY</b> Barristers &amp; Solicitors 4603, Kingsway, bureau 405 Burnaby (C.-B.) V5H 4M4 Courriel : <a href="mailto:ksgarcha@garchalaw.ca">ksgarcha@garchalaw.ca</a></p> <p>Evatt Merchant, c.r. et Christine Nasraoui <b>MERCHANT LAW GROUP LLP</b> 10 Notre-Dame Est, #200 Montreal, Qc H2Y 1B7 Courriel : <a href="mailto:emerchant@merchantlaw.com">emerchant@merchantlaw.com</a> et <a href="mailto:montreal@merchantlaw.com">montreal@merchantlaw.com</a></p>
---	--

#### S'EXCLURE DU RÈGLEMENT

Si vous ne voulez pas les indemnités ou les remboursements prévus dans le présent règlement et vous voulez conserver le droit de poursuivre ou de continuer de poursuivre Hyundai, ou d'autres entités ou personnes apparentées, par vous-même au sujet des questions juridiques dans la présente

cause, vous devez prendre les mesures pour vous retirer du Groupe visé par le règlement. Ces mesures sont appelées « s'exclure » ou « se retirer » du Groupe visé par le règlement.

### **15. Comment puis-je me retirer du Règlement?**

Pour vous exclure du Règlement, vous devez soumettre une demande écrite signée personnellement de la façon indiquée ci-dessous.

Un Formulaire d'exclusion est disponible en date du 14 décembre 2020 au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). Assurez-vous d'inclure (i) vos nom et prénom, adresse actuelle, numéro de téléphone et adresse électronique, (ii) l'année du modèle, la date approximative de l'achat ou de la location et le numéro d'identification du véhicule (« NIV ») de votre véhicule (qui est situé sur une petite plaque sur la partie supérieure du tableau de bord et est visible par l'angle conducteur du pare-brise) et (iii) de déclarer clairement que vous souhaitez être exclu du règlement et du Groupe visé par le règlement. Vous devez remettre votre demande d'exclusion (cachet de la poste faisant foi) au plus tard le **12 février 2021** à l'attention de :

<p><b>L'Administrateur des avis du règlement Hyundai Theta</b> a/s Les services d'actions collectives Epiq Canada C.P. 507 STN B Ottawa (Ontario) K1P 5P6</p>
---

Vous ne pouvez pas vous exclure par téléphone, sur un site Web ou par courriel. Veuillez conserver une copie de la lettre d'exclusion (ou de retrait) pour vos dossiers.

Si vous demandez d'être exclu, vous ne pourrez recevoir aucune indemnité aux termes du règlement et vous ne pourrez pas vous opposer au règlement. Si vous choisissez d'être exclu (aussi appelé « se retirer »), vous serez exclu de toutes les réclamations que vous avez qui sont incluses dans le Règlement. Vous serez lié juridiquement par tout ce qui découle de la présente poursuite.

### **16. Si je ne m'exclus pas, pourrais-je poursuivre pour la même cause plus tard?**

Non. À moins que vous vous excluiez (vous retiriez), vous abandonnez le droit de poursuivre Hyundai, ainsi que d'autres entités ou personnes apparentées, pour les réclamations qui sont réglées par le présent Règlement.

Si vous avez une poursuite en instance contre Hyundai, ou d'autres entités ou personnes apparentées, consultez votre avocat dans ce dossier sur-le-champ. Vous devez vous exclure du présent Groupe visé par le règlement pour continuer une poursuite par vous-même si elle concerne les mêmes questions juridiques que dans la présente cause. N'oubliez pas que la date limite pour s'exclure est le **12 février 2021**.

Si vous êtes un Membre du groupe visé par le règlement et que vous ne prenez aucune mesure, vous demeurerez un Membre du groupe visé par le règlement et l'ensemble des ordonnances des Cours s'appliqueront à votre situation, vous serez admissible aux indemnités dans le cadre du Règlement décrites ci-dessus tant que vous respecterez les conditions pour recevoir chaque indemnité et vous ne pourrez pas poursuivre les Défenderesses relativement aux questions de la présente action en justice.

**17. Si je m'exclus, pourrais-je obtenir les indemnités dans le cadre du présent Règlement?**

Non. Si vous vous excluez, n'envoyez pas de Formulaire de réclamation pour demander un remboursement. Toutefois, vous pouvez poursuivre, continuer de poursuivre ou être partie à une action en justice différente contre Hyundai, ainsi que d'autres entités ou personnes apparentées, relativement aux réclamations qui sont réglées par le présent Règlement, à condition de respecter les délais prévus.

**LES AVOCATS QUI VOUS REPRÉSENTENT**

**18. Est-ce qu'un avocat me représente dans cette affaire?**

Les cabinets d'avocats qui représentent l'ensemble des Membres du groupe visé par le règlement sont indiqués ci-dessous.

<p>Michael Peerless <b>MCKENZIE LAKE LAWYERS</b> Bureau de London 140, Fullarton Street Bureau 1800 London (Ontario) N6A 5P2 Courriel : <a href="mailto:mike.peerless@mckenzielake.com">mike.peerless@mckenzielake.com</a></p>	<p>K.S. Garcha <b>GARCHA &amp; COMPANY</b> Barristers &amp; Solicitors 4603, Kingsway, bureau 405 Burnaby (C.-B.) V5H 4M4 Courriel : <a href="mailto:ksgarcha@garchalaw.ca">ksgarcha@garchalaw.ca</a></p>
<p>Jay Strosberg <b>STROSBERG SASSO SUTTS LLP</b> 1561, Ouellette Avenue Windsor (Ontario) N8X 1K5 Courriel : <a href="mailto:jay@strosbergco.com">jay@strosbergco.com</a></p>	<p>Evatt Merchant, c.r. et Christine Nasraoui <b>MERCHANT LAW GROUP LLP</b> 10 Notre-Dame Est, #200 Montreal, Qc H2Y 1B7 Courriel : <a href="mailto:emerchant@merchantlaw.com">emerchant@merchantlaw.com</a> et <a href="mailto:montreal@merchantlaw.com">montreal@merchantlaw.com</a></p>

Aucuns frais ne vous seront imputés si vous communiquez avec ces avocats. Si vous souhaitez être représenté par votre avocat, vous pouvez faire appel à ses services à vos frais.

**19. Comment les avocats qui représentent le Groupe visé par le règlement seront-ils payés?**

Les Conseillers juridiques du groupe demanderont aux Cours d'approuver le paiement de leurs honoraires et des autres frais par les Défenderesses. Il reviendra aux Cours d'approuver et d'établir le montant que les Défenderesses devront payer relativement à ces honoraires et à ces frais. La Cour pourrait accorder un montant inférieur aux montants demandés par les Conseillers juridiques du groupe. Ces montants ne seront pas prélevés sur les paiements aux Membres du groupe visé par le règlement. Vous pouvez continuer de vérifier la progression de la demande d'honoraires et de frais des Conseillers juridiques du groupe en visitant le [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

## Règlement relatif au moteur IDE Theta II de 2,0 litres ou de 2,4 litres Hyundai au Canada

Les Défenderesses devront également payer séparément les frais liés à l'administration du Règlement. Le paiement des frais liés à l'administration du Règlement ne sera pas prélevé sur les paiements aux Membres du groupe visé par le règlement.

### **S'OPPOSER AU RÈGLEMENT**

Vous pouvez dire à la Cour que vous n'êtes pas d'accord avec le Règlement ou une partie de celui-ci.

#### **20. Comment puis-je dire à la Cour que je ne suis pas d'accord avec ce Règlement?**

Si vous êtes un membre du Groupe visé par le règlement, vous pouvez vous opposer au Règlement si vous n'êtes pas d'accord avec toute partie de celui-ci. Vous pouvez donner les raisons pour lesquelles vous êtes d'avis que les Cours ne devraient pas l'approuver. La Cour examinera vos points de vue.

Pour vous opposer, vous devez remettre un Formulaire d'opposition déclarant que vous vous opposez à l'adresse indiquée ci-dessous :

<b>l'Administrateur des avis du règlement Hyundai Theta</b>
a/s Les services d'actions collectives Epiq Canada C.P. 507 STN B Ottawa (Ontario) K1P 5P6

Un Formulaire d'opposition est disponible en date du 14 décembre 2020 au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com). Le Formulaire d'opposition rempli doit comprendre ce qui suit :

- 1) vos nom et prénom, adresse, numéro de téléphone et adresse électronique (si disponible);
- 2) l'année du modèle et le NIV de votre Véhicule du groupe visé par le règlement;
- 3) une déclaration écrite détaillée de chaque opposition formulée, ainsi que les raisons propres à chaque opposition et tous les moyens de faits et de droit, et toute preuve ou autorité juridique au soutien de chaque opposition;
- 4) une indication de votre intention de comparaître en votre nom ou par l'entremise de conseillers juridiques à l'Audience sur l'approbation du règlement à Toronto, en Ontario, ou à l'Audience sur l'approbation du règlement à Montréal, au Québec, et s'il y a comparution par l'entremise de conseillers juridiques, le nom, l'adresse, le numéro de téléphone et l'adresse électronique des conseillers juridiques;
- 5) votre signature.

Les oppositions devront être envoyées par la poste, par messenger ou par courriel aux adresses indiquées ci-dessus au plus tard le **12 février 2021**. Les oppositions soumises après cette date ne sont pas considérées.



Si vous souhaitez vous exprimer à l'Audience sur l'approbation du règlement, vous devez l'indiquer dans le Formulaire d'opposition. Vous pouvez faire appel aux services d'un avocat pour qu'il compare en votre nom à vos frais ou vous pouvez comparaître en personne. Si nous n'indiquons pas votre intention de comparaître conformément aux dates limites et aux spécifications applicables ou si vous ne soumettez pas une opposition conformément aux dates limites et aux spécifications applicables, vous renoncerez à toutes les oppositions et vous ne pourrez pas vous exprimer à l'audience sur l'approbation définitive.

**21. Quelle est la différence entre s'opposer et s'exclure?**

S'opposer, c'est simplement dire à la Cour qu'il y a quelque chose que vous n'aimez pas au sujet du Règlement. Vous pourrez uniquement vous opposer si vous demeurez dans le Groupe visé par le règlement. Se retirer, c'est dire à la Cour que vous ne souhaitez pas faire partie du Groupe visé par le règlement et du Règlement. Si vous vous excluez, vous n'aurez aucun fondement pour vous opposer parce que le Règlement ne vous affectera plus.

**LES AUDIENCES SUR L'APPROBATION DU RÈGLEMENT**

Les Cours tiendront des audiences pour décider d'approuver ou non le Règlement. Vous pouvez assister et demander de vous exprimer, sous réserve des exigences indiquées ci-dessus, mais vous n'êtes pas tenu de le faire.

**22. Quand et où les Cours décideront-elles d'approuver ou non le Règlement?**

Les Audiences sur l'approbation du Règlement se tiendront par visioconférence le 23 février 2021 à 10 :00 HNE devant les cours suivantes :

- Cour supérieure de justice de l'Ontario
- Cour supérieure du Québec

Jusqu'à nouvel ordre, en raison de la pandémie de la Covid-19, les audiences des cours dans ces dossiers se tiendront par visioconférence.

Cependant, vous pourrez y assister virtuellement et demander de prendre la parole concernant l'approbation ou non du Règlement proposé, en utilisant un ordinateur adéquatement branché sur le système Zoom alors utilisé par les Cours.

Le code d'accès sera affiché quelques jours avant chaque Audience sur le (site Web relatif au règlement).

À ces Audiences sur l'approbation du règlement, les Cours examineront si le Règlement est équitable, raisonnable et dans l'intérêt du groupe. Les Cours examineront les oppositions éventuelles. Les Cours entendront les gens qui ont demandé de s'exprimer à l'audience. Les Cours pourraient également établir le montant à payer aux Conseillers juridiques du groupe. Après les audiences, les Cours décideront d'approuver ou non le Règlement de façon définitive. Nous ne savons pas combien de temps ces décisions prendront.

Puisque les Audiences sur l'approbation du règlement pourraient être reportées sans que vous en soyez avisé, il est recommandé que vous vérifiiez périodiquement le [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) pour obtenir des renseignements à jour.

**23. Suis-je tenu d'assister à l'Audience sur l'approbation du règlement?**

Non. Les Conseillers juridiques du groupe répondront aux questions que les Cours pourraient avoir. Vous pouvez toutefois y assister à vos frais. Si vous faites parvenir une opposition, vous n'êtes pas tenu de vous présenter devant la Cour pour en discuter. Tant que vous avez posté votre opposition écrite dans les délais requis, la Cour l'examinera. Vous pouvez également y assister ou payer votre avocat pour qu'il y assiste, mais vous n'y êtes pas tenu. Les Membres du groupe visé par le règlement ne sont pas tenus de comparaître à l'audience ni de prendre aucune autre mesure pour faire connaître leur approbation.

**SI VOUS NE FAITES RIEN**

**24. Que se passera-t-il si je ne fais rien du tout?**

Si vous ne faites rien, vous n'obtiendrez aucun paiement dans le cadre du présent Règlement, mais vous aurez droit aux indemnités qui découlent de la Garantie à vie (si vous possédez ou louez toujours votre Véhicule du groupe visé par le règlement). Toutefois, à moins que vous vous excluez, vous ne pourrez entreprendre une action en justice, continuer une action en justice ou être partie à une autre action en justice contre Hyundai, ou d'autres entités ou personnes apparentées, au sujet des questions juridiques dans la présente cause.

Toutefois, même si vous ne prenez aucune mesure, vous conserverez vos droits de poursuivre les Défenderesses pour toutes les autres réclamations non réglées par le Règlement.

**POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS**

**25. Existe-t-il des renseignements plus détaillés au sujet du Règlement?**

Le présent avis résume le Règlement proposé. Des renseignements plus détaillés figurent dans une Convention de règlement, que vous pouvez consulter au [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).

Les Défenderesses et les Demanderesses ne font aucune déclaration relativement aux incidences fiscales éventuelles de la réception d'indemnités aux termes du présent Règlement. Veuillez consulter votre conseiller en fiscalité pour toute question fiscale que vous pourriez avoir.

**26. Comment puis-je obtenir de plus amples renseignements?**

Vous pouvez appeler sans frais au 1-833-683-5860 ou visiter le [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com), où vous trouverez des renseignements et des documents au sujet du Règlement, un Formulaire de réclamation et d'autres renseignements. Vous pouvez également communiquer avec les Conseillers juridiques du groupe indiqués en réponse à la Question 12.

**Schedule "B"**  
**Approval Notice**

**LEGAL NOTICE OF COURT APPROVAL OF  
HYUNDAI THETA II GDI ENGINE SETTLEMENT IN CANADA**

**Courts have approved a nationwide settlement in Canada to benefit many current and former owners and lessees of the following Hyundai vehicles with Theta II 2.0-litre and 2.4-litre gasoline direct injection (GDI) engines:**

<u>Model</u>	<u>Model Years</u>
Hyundai Sonata	2011 – 2019
Hyundai Santa Fe Sport	2013 – 2019
Hyundai Tucson	2014, 2015, 2019

**You may be eligible for benefits under the settlement if you owned or leased one of these vehicles or if you currently own one of these vehicles.**

This Notice is to inform you of court approval of a nationwide settlement of class action lawsuits against Hyundai. The lawsuits allege that the Class Vehicles suffer from an issue that can cause engine seizure, failure, and/or fire, and that some owners and lessees have been improperly denied repairs under warranty. None of the allegations have been proven. The parties have instead reached a voluntary settlement.

Under the settlement, Settlement Class Members (those who purchased or leased a Class Vehicle in Canada who are not excluded from the Settlement Class) may be eligible for the following benefits:

- Extension of the Powertrain Warranty to provide lifetime warranty coverage for damage to the engine short block and the rest of the long-block assembly if caused by a connecting rod bearing failure, upon completion of the Knock Sensor Detection Software update.
- Cash payment for qualifying past out-of-pocket repairs and repair-related expenses.
- Dealer credit for inconvenience due to past repair delays.
- Cash payment for certain sales and trade-ins of unrepaired vehicles.
- Cash payment for vehicles lost due to certain engine fires.
- In some instances, a cash rebate if you lost faith in the vehicle after experiencing engine troubles and you traded it in for another Hyundai vehicle.

The Courts will approve legal fees to class counsel. Those amounts will be paid separately and will not reduce the settlement benefits.

**How do I make a claim?**

- The period for submitting a claim begins on ●, 2021 and runs until ●, 2021.
- You may submit a claim online through [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com).
- Alternatively, you may complete a paper claim form available at [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) and submit your form by mail to the address indicated on the form.

The Courts will approve legal fees to class counsel. Those amounts will be paid separately and will not reduce the settlement benefits.

**TO OBTAIN MORE INFORMATION, VISIT [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com),  
OR CALL 1-833-683-5860**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED VEHICLE OWNERS AND LESSEES  
In Canada, except Quebec: 1-844-672-5666 –OR– 1-306-653-7756  
In Quebec or French inquiries: 1-514-842-5098**

**AVIS JURIDIQUE DE L'APPROBATION PAR LA COUR DU  
RÈGLEMENT RELATIF AU MOTEUR IDE THETA II HYUNDAI AU CANADA**

Les Cours ont approuvé un règlement à l'échelle nationale au Canada au bénéfice des propriétaires et des locataires, actuels et anciens, des véhicules Hyundai équipés d'un moteur à injection directe d'essence (IDE) Theta II de 2,0 litres ou de 2,4 litres suivants :

<u>Modèle</u>	<u>Années du modèle</u>
Hyundai Sonata	2011 à 2019
Hyundai Santa Fe Sport	2013 à 2019
Hyundai Tucson	2014, 2015, 2019

**Vous pourriez être admissible aux indemnités prévues dans le règlement si vous avez été propriétaire ou locataire d'un de ces véhicules ou si vous êtes actuellement propriétaire d'un de ces véhicules.**

Le présent avis a comme objectif de vous informer de l'approbation par la Cour d'un règlement à l'échelle nationale dans le cadre des actions collectives contre Hyundai. Les poursuites allèguent que les Véhicules du groupe visé par le règlement ont un problème qui peut causer un grippage, un calage ou un incendie du moteur et que certains propriétaires ou locataires se sont vus refuser de manière inappropriée des réparations sous garantie. Aucune des allégations n'a été prouvée. Les parties ont plutôt obtenu un règlement volontaire.

Aux termes du Règlement, les Membres du groupe visé par le règlement (qui ont acheté ou loué un Véhicule du groupe visé par le règlement au Canada et qui ne sont pas exclus du Groupe visé par le règlement) pourraient être admissibles aux indemnités suivantes :

- La prolongation de la Garantie sur le groupe motopropulseur afin d'offrir une protection à vie pour les dommages causés au bloc-moteur embiellé assemblé et au reste du bloc long assemblé s'ils sont causés par une défaillance du roulement de bielle, au moment de la réalisation de la mise du Logiciel de détection de cognement.
- Un paiement en espèces pour les réparations antérieures admissibles et les dépenses liées aux réparations.
- Un crédit du concessionnaire pour les inconvénients dus aux retards liés aux réparations antérieures.
- Un paiement en espèces pour certaines ventes ou reprises de véhicules non réparés.
- Un paiement en espèces pour les véhicules perdus en raison d'un incendie du moteur.
- Dans certains cas, une remise au comptant si vous avez perdu confiance en votre véhicule après avoir éprouvé des difficultés avec le moteur et que vous l'échangez pour un autre véhicule Hyundai.

Les Cours approuveront les honoraires des Conseillers juridiques du groupe. Ces montants seront réglés séparément et ne réduiront pas les indemnités dans le cadre du règlement.

**Comment puis-je présenter une réclamation?**

- La période pour soumettre une réclamation débute le ● 2021 et se termine le ● 2021.
- Vous pourrez présenter une réclamation en ligne, à l'adresse suivante : [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com)
- Vous pourrez également remplir un formulaire de réclamation papier disponible à l'adresse [www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com) et soumettre votre formulaire par la poste à l'adresse indiquée sur le formulaire.

Les Cours approuveront les honoraires des Conseillers juridiques du groupe. Ces montants seront réglés séparément et ne réduiront pas les indemnités dans le cadre du règlement.

**POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS, VEUILLEZ VISITER L'ADRESSE**

**[www.HyundaiCanadaThetaEngineSettlement.com](http://www.HyundaiCanadaThetaEngineSettlement.com),**

**OU APPELER AU NUMÉRO 1-833-683-5860.**

**VOUS POUVEZ ÉGALEMENT COMMUNIQUER AVEC LES AVOCATS DES PROPRIÉTAIRES ET DES  
LOCATAIRES DE VÉHICULES TOUCHÉS.**

**Au Canada, sauf au Québec : 1-844-672-5666 - OU - 1-306-653-7756**

**Au Québec et pour les demandes en français : 1-514-842-5098**

**Schedule "C"**  
**Notice Plan**

# HYUNDAI & KIA THETA GDI ENGINE CLASS ACTIONS SETTLEMENT

## NOTICE PLAN

The following is the Notice Plan developed to provide notice and information about: (i) the terms and benefits of a proposed settlement with Hyundai and Kia of claims relating to vehicles in Canada with a 2.0-litre or 2.4-litre gasoline direct injection engine in the proposed class actions commenced by McBain, Asselstine, Papp, Killoran, and Pelletant (the “**Settlement**”); and (2) how Settlement Class Members may participate in, object to, or opt out of the Settlement. Unless otherwise provided, capitalized terms have the same meaning as set forth in the Settlement Agreement.

### **I. OVERVIEW**

Hyundai, Kia and Class Counsel, on behalf of the Settlement Class Representatives (collectively, the “**Parties**”), seek to provide comprehensive notice of the Settlement. To this end, the Notice Plan proposes to provide English and French direct notice to Settlement Class Members where available, as well as general notice through print, digital and social media (collectively, the “**Notices**”).

In addition, Settlement Websites will be established and available to Settlement Class Members as of the Pre-Approval Notice Date. Initially, the functionality of the Settlement Websites will include, but not be limited to:

- Posting English and French copies of the Settlement Agreement, the short-form notices and the long-form notices (discussed below);
- A summary of some of the benefits available to eligible Claimants under the Settlement;
- The ability for Settlement Class Members to sign up on the Settlement Websites to receive updates about the Settlement by inputting their contact information and contact preferences, which information will be stored in accordance with a posted privacy policy; and
- A questionnaire (*i.e.*, the Eligibility Checker) to assist Settlement Class Members with identifying whether they may be Claimants entitled to benefits under the Settlement Agreement.

If the Settlement is approved by the Courts, the Claims Program will begin as soon as reasonably practicable after the Effective Date of the Settlement Agreement. The Settlement Websites will then have additional functionality to facilitate the submission of Claims. Settlement Class Members who have not opted out of the Settlement will be able to electronically submit their Claim through the applicable Settlement Website.

The Settlement Websites will also contain information on the settlement and claims process, which will be modified from time to time as necessary to reflect questions from Settlement Class Members, address any common misunderstandings and provide updated information about the Claims Program.

## **II. THE NOTICES**

1. The proposed Notices are as follows:
  - (a) the Pre-Approval Notice, which will provide information about the Settlement and its benefits, the dates of the Settlement Approval Hearings; and the procedures for objecting to and opting out of the Settlement; and
  - (b) the Approval Notice, which will provide notice regarding whether the Courts have approved the Settlement and, if so, information about when and how to participate in the Claims Program
2. It is proposed that the Notices be issued in different formats, as follows:
  - (a) A long-form pre-approval notice (“**LFN**”) providing detailed information about the Settlement in a form and with content to be agreed upon by the Parties;
  - (b) A short-form pre-approval notice (“**SFN**”) providing a brief summary of the Settlement in a form and with content to be agreed upon by the Parties. If e-mailed to Settlement Class Members, the SFN will include a hyperlink to the applicable Settlement Website where a copy of the LFN will be available;
  - (c) An Approval Notice will be a short-form notice in a form and with content to be agreed upon by the Parties;

## **III. THE NOTICE PROGRAM**

The dissemination and timing of each of the Notices is described below.

### **A. Pre-Approval Notice**

The Parties propose that the Pre-Approval Notices be distributed in the following manner:

1. The contact information available to HACC, KCI and Class Counsel for a large percentage of Settlement Class Members will be relied upon to provide direct notice. To this end:
  - (a) If the Courts grant the Pre-Approval Orders, within three weeks thereafter or such other date as agreed to by the Parties, the Notice Administrator will deliver the SFN by e-mail, under cover of a message approved by the Parties, to: (i) all Settlement Class Members for whom HACC and KCI have a valid e-mail address; and (ii) all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address. The e-mails will contain a hyperlink to the applicable Settlement Website and will be sent with a URL unique to each recipient so that, based on URL click-throughs, the Notice Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the Notice



Administrator with the Parties to allow them to evaluate the ongoing effectiveness of the Notice Plan.

- (b) If the Courts grant the Pre-Approval Orders, within three weeks thereafter or such other date as agreed to by the Parties, the Notice Administrator will send by regular mail the SFN, as well as a cover letter approved by the Parties with details of where to access the applicable Settlement Website and how to request a mailing of the LFN, to: (i) all Settlement Class Members for whom HACC and KCI have a valid mailing address, but not a valid e-mail address, as their contact information; and (ii) all Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid e-mail address, as their contact information.
  - (c) Within two weeks after the e-mail distribution set out in paragraph 4(a), the SFN, as well as a cover letter approved by the Parties with details of where to access the applicable Settlement Website and how to request a mailing of the LFN, will be mailed via regular mail by the Notice Administrator to all Settlement Class Member e-mail recipients for whom no record of receipt is received and for whom HACC and KCI have a valid mailing address. The mailing addresses will be checked against Canada Post's National Change of Address (NCOA) Mover Data and updated as necessary.
2. If the Courts grant the Pre-Approval Orders, within three weeks thereafter or such other date as agreed to by the Parties, the Notice Administrator will publish the SFN in several newspapers (collectively, the "**Newspapers**") in either English or French, as applicable, to supplement the direct notice being provided by e-mail and mail. These Notices will be published once as a 1/6 page advertisement (or 1/4 page where 1/6 is not available) in each of the following Newspapers:
- (a) The Globe and Mail  
(national edition)
  - (b) The National Post  
(national edition)
  - (c) The Gazette (Montreal)
  - (d) La Presse  
(Montreal)
  - (e) Le Journal de Québec  
(Quebec City)

The Notices will appear on a date to be agreed to by the Parties in an area of high visibility and not within the classifieds section.

3. If the Courts grant the Pre-Approval Orders, within three weeks thereafter or such other date as agreed to by the Parties, English and French versions of the SFN and LFN will be provided by Class Counsel to the Canadian Bar Association ("**CBA**") National Class Action Registry with a request that they be posted online.

## **B. Approval Notice**

4. If and when the Courts approve the Settlement, the Approval Notice will be distributed in the following manner to coincide in time with the start of the Claims Program:

(a) Subject to any method of contact preference that a Settlement Class Member registers with the Notice Administrator, within two weeks of the beginning of the Claims Program, the Notice Administrator will deliver the Approval Notice by e-mail, under cover of an e-mail message approved by the Parties, to:

- i. all Settlement Class Members for whom HACC and KCI have a valid e-mail address;
- ii. all Settlement Class Members who have contacted Class Counsel and provided a valid e-mail address; and
- iii. all Settlement Class Members who provide a valid e-mail address through the Settlement Websites.

The e-mails will contain a hyperlink to the applicable Settlement Website and will be sent with a URL unique to each recipient so that, based on URL click-throughs, the Notice Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the Notice Administrator with the Parties to allow them to evaluate the ongoing effectiveness of the Notice Plan.

(b) Subject to any method of contact preference that a Settlement Class Member registers with the Notice Administrator, within two weeks of the beginning of the Claims Program, the Notice Administrator will send by regular mail the Approval Notice, as well as a cover letter approved by the Parties with details of where to access the Settlement Websites, to:

- i. all Settlement Class Members for whom HACC and KCI have a valid mailing address;
- ii. all Settlement Class Members who have contacted Class Counsel and provided a valid mailing address; and
- iii. all Settlement Class Members who provide their mailing address through the Settlement Websites.

(c) Within two weeks after the e-mail distribution set out in paragraph 10(a), the Approval Notice, as well as a cover letter approved by the Parties with details of where to access the Settlement Websites and advising that no further written communications will be mailed to Settlement Class Members unless they register a mailing preference with the Notice Administrator, will be mailed via regular mail by the Notice Administrator to all Settlement Class Member e-mail recipients for whom no record of receipt is received and for whom HACC, Kia and Class Counsel have a valid mailing address.

5. In order to supplement the direct notice being provided by e-mail and mail, the Notice Administrator will publish the Approval Notice at least once in each of the Newspapers as an advertisement in English or French, as applicable, and in a size no smaller than  $\frac{1}{4}$  of a page. The publication of the Notices will appear in the front section of the publications on the first day of the Claims Program or on the day of the week of each Newspaper's greatest circulation that falls within the first week of the Claims Program.
6. Within one week of the Settlement Approval Date, the Approval Notice will be provided by Class Counsel to the CBA National Class Action Registry with a request that it be posted online.

**Schedule "D"  
Claim Form**

**CLAIM FORM – Seven Steps to Make a Claim**

*McBain v Hyundai Auto Canada Corp., et al.*, Court File No. 1156/19 (Ont Sup Ct)

*Papp v Kia Motors America Inc., et al.*, Court File No. QBG 795/19 (Sask QB)

*Killoran v Hyundai Auto Canada Corp., et al.*, Court File No. S-194327 (BC SC)

*Pelletant v Hyundai Auto Canada Corp., et al.*, Court File No. 500-06-0010103-198 (QC Sup Ct)

**[1] Verify that the below identifying information is correct and provide proof of identity. If any information is incorrect or missing, please provide the correct identifying information in the spaces below:**

[Auto Fill Name]

[Auto Fill Address 1]

[Auto Fill Address 2]

[Auto Fill City], [Auto Fill Province] [Auto Fill Postal Code]

First Name:

Last Name:

Address 1:

Address 2:

City:                Province:

Postal Code:    -

**Documentation:** Enclose a copy of a valid, government-issued photo ID that matches the name and contact information entered above.

**[2] (Optional) - Please provide your email address:**

**Email:** \_\_\_\_\_

**If you choose to provide your email address, the Settlement Administrator will contact you about the settlement by email. If not, the Settlement Administrator will contact you about the settlement at the postal address above.**

**[3] Please identify whether you are an employee, officer or director of one of the following companies: Hyundai Auto Canada Corporation, Hyundai Motor Company, Hyundai Motor America, Inc., Hyundai Motor Manufacturing Alabama, LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., or Kia Motors Manufacturing Georgia, Inc.**

I AM AN EMPLOYEE, OFFICER OR DIRECTOR OF ONE OF THE ABOVE LISTED COMPANIES

I AM NOT AN EMPLOYEE, OFFICER OR DIRECTOR OF ONE OF THE ABOVE LISTED COMPANIES

**[4] Please provide your Vehicle Identification Number (“VIN”) and proof of ownership.** The VIN is located on a small placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

VIN:

**Documentation:** Enclose a copy of your Bill of Sale or Lease Agreement for your vehicle, with the VIN clearly visible. If you still own or lease the vehicle, enclose a copy of your vehicle registration card as well.

**[5] Indicate the reimbursement(s) you are claiming, the amount of the reimbursement you are requesting, and enclose the required documents. NOTE: More than one type of reimbursement may apply to you.**

I AM REQUESTING REIMBURSEMENT FOR REPAIRS PERFORMED AT A HYUNDAI DEALERSHIP FOR ENGINE STALLING, KNOCKING, ENGINE FAILURE, ENGINE FIRE, ILLUMINATION OF THE OIL LAMP OR OTHER ENGINE SHORT BLOCK ASSEMBLY REPAIR

Please provide the amount of the repairs for which you are requesting reimbursement: \$

**Documentation:** Enclose proof of payment of the repair expense, such as the original or a copy of the repair receipt or any document(s) generated around the time the expense was incurred that identifies (a) the repair date, (b) the amount paid, and (c) the repair type.

If you paid for the repair with a credit card, enclose a repair receipt from the dealership showing your payment, a credit card receipt from the dealership, or a credit card statement showing your payment to the dealership.

If you paid for the repair with a debit card or a cheque, enclose a repair receipt from the dealership showing your payment, a debit card receipt from the dealership, a cleared cheque showing your payment to the dealership, or a bank statement showing a payment to the dealership.

If you paid in cash, enclose a copy of the repair receipt. If you paid in cash and have no receipt, your signature on the reverse side of this claim form will constitute your attestation, under penalty of perjury, that you (or a friend or family member) paid for the repair in cash and do not have a receipt or documentation for the payment.

I AM REQUESTING REIMBURSEMENT FOR REPAIRS PERFORMED AT A THIRD-PARTY REPAIR FACILITY (UNRELATED TO HYUNDAI) FOR ENGINE STALLING, KNOCKING, ENGINE FAILURE, ENGINE FIRE, ILLUMINATION OF THE OIL LAMP OR OTHER ENGINE SHORT BLOCK ASSEMBLY REPAIR

Please provide the amount of the repairs for which you are requesting reimbursement:

\$

**Documentation:** Enclose proof of payment of the repair expense, such as the original or a copy of the repair receipt or any document(s) generated around the time the expense was incurred that identifies (a) the repair date, (b) the amount paid, and (c) the repair type.

If you paid for the repair with a credit card, enclose a repair receipt from the dealership showing your payment, a credit card receipt from the dealership, or a credit card statement showing your payment to the dealership.

If you paid for the repair with a debit card or a cheque, enclose a repair receipt from the dealership showing your payment, a debit card receipt from the dealership, a cleared cheque showing your payment to the dealership, or a bank statement showing a payment to the dealership.

If you paid in cash, enclose a copy of the repair receipt. If you paid in cash and have no receipt, your signature on the reverse side of this claim form will constitute your attestation, under penalty of perjury, that you (or a friend or family member) paid for the repair in cash and do not have a receipt or documentation for the payment.)

I AM REQUESTING THE OIL AND FILTER CHANGE AND TIRE ROTATION CREDIT FOR PREVIOUSLY DENIED WARRANTY REPAIRS [If before receiving notice of this Settlement you presented a Qualifying Repair to a Hyundai dealership and were denied an in-warranty repair and subsequently obtained the Repair elsewhere, you may be eligible to receive a free oil and filter change and tire rotation from a Hyundai dealership.]

**Documentation:** Enclose documentation showing that your vehicle was covered by the Powertrain engine warranty as of the date that the repair was denied. This can include

communications with the authorized dealer confirming that the warranty was in place but did not cover the requested repair or documentation showing that the vehicle was purchased new less than five years before the repair was requested and the vehicle had less than 100,000km on it at the time.

I AM REQUESTING REIMBURSEMENT FOR A RENTAL CAR, TOWING SERVICE, AND/OR OTHER COSTS INCURRED RELATED TO ENGINE STALLING, KNOCKING, ENGINE FAILURE, ENGINE FIRE, ILLUMINATION OF THE OIL LAMP OR OTHER ENGINE SHORT BLOCK ASSEMBLY REPAIR

Please provide the total amount of rental car, towing, and/or other costs for which you are requesting reimbursement:

\$

**Documentation:** Enclose receipts or other documents created around the time the cost was incurred showing all of the below:

- What was paid for (e.g., a rental car or towing service).
- The date the expense was incurred.
- The amount paid (e.g., credit card receipt, credit card statement, or bank statement). (If you paid in cash and have no receipt, your signature on the reverse side of this claim form will constitute your attestation, under penalty of perjury, that you (or a friend or family member) paid for the repair in cash and do not have a receipt or documentation for the payment.)
- The date and nature of the corresponding repair.

I AM REQUESTING A DEALER CREDIT FOR INCONVENIENCE DUE TO REPAIR DELAYS EXCEEDING 60 DAYS [If you had delays between 60 and 90 days you will be entitled to a \$65 dealer credit, plus an additional \$25 for each additional 30-day period (or fraction thereof) of delay.]

Please provide the total number of days obtaining any repairs done at an authorized Hyundai dealership.

**Documentation:** Enclose documents supporting the number of delayed days (e.g. repair order identifying open and close date).

Your signature on the reverse side of this claim form will constitute your attestation, under penalty of perjury, that you were inconvenienced by the delay in obtaining the repair.



I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE I SOLD OR TRADED-IN AFTER THE VEHICLE WAS DIAGNOSED AS REQUIRING A QUALIFYING REPAIR, BUT BEFORE THE REPAIR WAS PERFORMED

- To potentially qualify for compensation your vehicle must have experienced an engine seizure, engine stall, engine noise, or illumination of the oil lamp that was diagnosed as requiring repair of the engine, but you sold or traded-in your vehicle before the repair was performed.
- The sale or trade-in must have occurred before December 14, 2020.
- You are eligible for reimbursement by Hyundai of the Canadian Black Book value (i.e., wholesale used vehicle value based on the vehicle's mileage at the relevant date) of the sold or traded-in Class Vehicle plus \$140.00 at the time of loss minus actual amount received from the sale or trade-in.

**Documentation:** Enclose quotes, estimates, receipts, a bill of sale, or other documents showing all of the below:

- The type and cost of the repair your vehicle required;
- The date you traded in or sold your vehicle;
- The amount you received for your vehicle as a result of the sale or trade-in; and
- Your vehicle's mileage when it was traded in.

I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE THAT EXPERIENCED AN ENGINE FIRE

- To potentially qualify for compensation your vehicle must have experienced an engine fire as a result of an engine seizure, engine stall, engine noise, or illumination of the oil lamp due to a connecting rod bearing failure or symptoms associated with connecting rod bearing failure, that resulted in your loss of the vehicle.
- You are eligible for payment by Hyundai of the Canadian Black Book value (i.e., wholesale used vehicle value based on the vehicle's mileage at the relevant date) of the Class Vehicle at the time of loss minus actual value received (if any).

**Documentation:** Enclose insurance reports, authorized dealer inspection reports, receipts, or other documents showing all of the below:

- That your vehicle was deemed a total loss as a result of an engine fire (that originated within the engine compartment and was not caused by any collision);
- The amount you received for your vehicle as a result of your vehicle being deemed a total loss (e.g., insurance documentation); and
- Your vehicle's mileage when it was deemed a total loss.

□ I LOST FAITH IN MY VEHICLE UPON LEARNING OF THE ALLEGATIONS CONCERNING THE CLASS VEHICLES, SOLD MY VEHICLE, AND PURCHASED A REPLACEMENT HYUNDAI VEHICLE WITHIN 90 DAYS AFTER RECEIPT OF THE SETTLEMENT NOTICE

- To potentially qualify for this compensation, you must have traded-in your vehicle in an arm’s length transaction to an authorized Hyundai dealer and purchased another Hyundai vehicle.
- To potentially qualify for compensation your vehicle must have experienced an engine failure or an engine fire due to a connecting rod bearing failure or symptoms associated with connecting rod bearing failure.
- If you choose this option you may be eligible for a rebate which shall be calculated as the actual loss by comparing sales documentation to the Canadian Black Book value of the vehicle at the time the Knock Sensor Detection System campaign launch. You may be entitled to payment up to the following amounts:
  - a. For model year 2011-2014 Class Vehicles: \$1,750
  - b. For model year 2015 and 2016 Class Vehicles: \$1,000
  - c. For model year 2017-2019 Class Vehicles: \$500

**Documentation:** Enclose insurance reports, authorized dealer inspection reports, repair orders, repair receipts, or other documents showing all of the below:

- The type and cost of the repair your vehicle received or required;
- That you traded in your vehicle for a new Hyundai vehicle;
- The trade-in value received for your vehicle; and
- Your vehicle’s mileage when it was deemed a total loss.

**[6] Sign & Date**

The information on this form is true and correct to the best of my knowledge. I agree to participate in the settlement. I authorize any dealership that serviced my vehicle to release records to Hyundai and the Claims Administrator to help pay my claim. To the extent I am seeking reimbursement for a dealership repair and do not have a receipt or other documentation for the corresponding cash payment, I attest under penalty of perjury that I (or a friend or family member) paid for the repair in cash and I do not have a receipt or documentation for the payment. If I am seeking the oil and filter change and tire rotation, I attest under penalty of perjury that I presented a Qualifying Repair to a Hyundai dealership and was denied an in-warranty repair and subsequently obtained the Repair elsewhere. If I am seeking to participate in the rebate program, I attest under penalty of perjury that I have lost faith in my vehicle.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Claims can be submitted electronically at [www.hyundaicanadathetaenginesettlement.com](http://www.hyundaicanadathetaenginesettlement.com)

7

[7] **Submit: Upload** the completed form and the documentation to [www.hyundaicanadathetaenginesettlement.com](http://www.hyundaicanadathetaenginesettlement.com) or mail it to:

Hyundai Theta II Settlement Notice Administrator  
c/o Epiq Class Action Services  
P.O. Box 507 STN B  
Ottawa, ON K1P 5P6

**FORMULAIRE DE RÉCLAMATION – Sept étapes pour présenter une Réclamation**

*McBain c. Hyundai Auto Canada Corp., et al.*, n° de dossier de la cour 1156/19 (Cour supérieure de justice de l'Ontario)

*Papp c. Kia Motors America Inc., et al.*, n° de dossier de la cour QBG 795/19 (Cour du banc de la Reine de la Saskatchewan)

*Killoran c. Hyundai Auto Canada Corp., et al.*, n° de dossier de la cour S-194327 (Cour suprême de la Colombie-Britannique)

*Pelletant c. Hyundai Auto Canada Corp., et al.*, n° de dossier de la cour 500-06-0010103-198 (Cour supérieure du Québec)

**[1] Veuillez vérifier que les renseignements identificateurs qui figurent ci-dessous sont exacts et fournir une preuve d'identité. Si des renseignements sont inexacts ou font défaut, veuillez fournir les renseignements identificateurs exacts dans les espaces ci-dessous :**

[Inscription automatique du nom]  
[Inscription automatique de l'adresse 1]  
[Inscription automatique de l'adresse 2]  
[Inscription automatique de la ville], [Inscription automatique de la province] [Inscription automatique du code postal]

Prénom :

Nom de famille :

Adresse 1 :

Adresse 2 :

Ville :               Province :

Code postal :    -

**Documentation :** Veuillez joindre une copie d'une carte d'identité avec photo valide délivrée par le gouvernement qui correspond aux coordonnées inscrites ci-dessus.

**[2] (facultatif) - Veuillez fournir votre adresse courriel :**

**Courriel :** \_\_\_\_\_

**Si vous choisissez de fournir votre adresse courriel, l'Administrateur dans le cadre du Règlement communiquera avec vous par courriel au sujet du Règlement. Dans le cas contraire, l'Administrateur dans le cadre du Règlement communiquera avec vous à l'adresse postale inscrite ci-dessus au sujet du Règlement.**

[3] Veuillez indiquer si vous êtes un employé, un dirigeant ou un administrateur de l'une ou l'autre des sociétés suivantes : Hyundai Auto Canada Corporation, Hyundai Motor Company, Hyundai Motor America, Inc., Hyundai Motor Manufacturing Alabama, LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc. ou Kia Motors Manufacturing Georgia, Inc.

JE SUIS UN EMPLOYÉ, UN DIRIGEANT OU UN ADMINISTRATEUR D'UNE DES SOCIÉTÉS INSCRITES CI-DESSUS

JE NE SUIS PAS UN EMPLOYÉ, UN DIRIGEANT OU UN ADMINISTRATEUR D'UNE DES SOCIÉTÉS INSCRITES CI-DESSUS

[4] Veuillez fournir votre numéro d'identification de véhicule (NIV) et une preuve de propriété. Le NIV est situé sur une petite plaque sur la partie supérieure du tableau de bord et est visible par l'angle conducteur du pare-brise. Il figure également sur le certificat d'immatriculation de votre véhicule et probablement sur le certificat d'assurance de votre véhicule. Votre NIV devrait comporter 17 caractères, composés d'une combinaison de lettres et de chiffres.

NIV :

**Documentation :** Veuillez joindre une copie de votre Contrat de vente ou Contrat de location visant votre véhicule, sur lequel le NIV doit être clairement visible. Si vous êtes toujours propriétaire ou locataire du véhicule, veuillez également joindre une copie du certificat d'immatriculation de votre véhicule.

[5] Veuillez indiquer le(s) remboursement(s) que vous réclamez ainsi que le montant du remboursement que vous demandez et veuillez joindre les documents requis. NOTE : Plus d'un type de remboursement pourrait s'appliquer à votre situation.

JE DEMANDE UN REMBOURSEMENT POUR LES RÉPARATIONS RÉALISÉES AUPRÈS D'UN CONCESSIONNAIRE HYUNDAI DÉCOULANT D'UN GRIPPAGE DE MOTEUR, D'UN COGNEMENT, D'UNE PANNE DE MOTEUR, D'UN INCENDIE DU MOTEUR, DE L'ILLUMINATION DU TÉMOIN D'HUILE OU D'UNE AUTRE RÉPARATION DU BLOC MOTEUR EMBIELLÉ ASSEMBLÉ.

Veuillez indiquer le montant des réparations pour lesquelles vous demandez un remboursement :      ,   \$

**Documentation :** veuillez joindre la preuve de paiement des frais de réparation, telle que l'original ou une copie du reçu de la réparation ou des documents générés vers le moment où les frais ont été engagés qui indiquent a) la date de réparation, b) le montant payé et c) le type de réparation.

Si vous avez payé la réparation par carte de crédit, veuillez joindre un reçu de la réparation obtenu auprès du concessionnaire indiquant votre paiement, un reçu de carte de crédit obtenu auprès du concessionnaire ou un relevé de carte de crédit indiquant votre paiement au concessionnaire.

Si vous avez payé la réparation par carte de débit ou par chèque, veuillez joindre un reçu de la réparation obtenu auprès du concessionnaire indiquant votre paiement, un reçu de carte de débit obtenu auprès du concessionnaire, un chèque compensé indiquant votre paiement au concessionnaire ou un relevé bancaire indiquant le paiement au concessionnaire.

Si vous avez payé au comptant, veuillez joindre une copie du reçu de la réparation. Si vous avez payé au comptant et n'avez aucun reçu, votre signature au verso du présent formulaire de réclamation constituera votre attestation, sous peine de parjure, que vous (ou un ami ou un membre de votre famille) avez payé la réparation au comptant et n'avez pas obtenu de reçu ou de document attestant le paiement.

JE DEMANDE UN REMBOURSEMENT POUR LES RÉPARATIONS RÉALISÉES À L'INSTALLATION DE RÉPARATION D'UN TIERS (NON LIÉ À HYUNDAI) DÉCOULANT D'UN GRIPPAGE DE MOTEUR, D'UN COGNEMENT, D'UNE PANNE DE MOTEUR, D'UN INCENDIE DU MOTEUR, DE L'ILLUMINATION DU TÉMOIN D'HUILE OU D'UNE AUTRE RÉPARATION DU BLOC MOTEUR EMBIELLÉ ASSEMBLÉ.

Veuillez indiquer le montant des réparations pour      ,   \$  
lesquelles vous demandez un remboursement :

**Documentation :** Veuillez joindre la preuve de paiement des frais de réparation, telle que l'original ou une copie du reçu de la réparation ou des documents générés vers le moment où les frais ont été engagés qui indiquent a) la date de réparation, b) le montant payé et c) le type de réparation.

Si vous avez payé la réparation par carte de crédit, veuillez joindre un reçu de la réparation obtenu auprès du concessionnaire indiquant votre paiement, un reçu de carte de crédit obtenu auprès du concessionnaire ou un relevé de carte de crédit indiquant votre paiement au concessionnaire.

Si vous avez payé la réparation par carte de débit ou par chèque, veuillez joindre un reçu de la réparation obtenu auprès du concessionnaire indiquant votre paiement, un reçu de carte de débit obtenu auprès du concessionnaire, un chèque compensé indiquant votre paiement au concessionnaire ou un relevé bancaire indiquant le paiement au concessionnaire.

Si vous avez payé au comptant, veuillez joindre une copie du reçu de la réparation. Si vous avez payé au comptant et n'avez aucun reçu, votre signature au verso du présent formulaire de réclamation constituera votre attestation, sous peine de parjure, que vous (ou un ami ou un membre de votre famille) avez payé la réparation au comptant et n'avez pas obtenu de reçu ou de document attestant le paiement.

JE DEMANDE UN CHANGEMENT D'HUILE ET DE FILTRE ET UNE PERMUTATION DES PNEUS POUR DES RÉPARATIONS SOUS GARANTIE ANTÉRIEUREMENT REFUSÉES [Si vous avez présenté, avant de recevoir l'avis du présent Règlement, une Réparation admissible à un concessionnaire Hyundai et qu'une réparation sous garantie a été refusée et a été ultérieurement réalisée ailleurs, vous pourriez être admissible à recevoir un changement d'huile et de filtre et une permutation des pneus gratuits chez un concessionnaire Hyundai.]

**Documentation :** Veuillez joindre les documents indiquant que votre véhicule était couvert par la Garantie sur le groupe motopropulseur à la date à laquelle la réparation a été refusée. Ces documents comprennent les communications avec le concessionnaire autorisé confirmant que la garantie était en vigueur, mais qu'elle ne couvrait pas la réparation demandée ou des documents indiquant que le véhicule a été acheté à l'état neuf moins de cinq ans avant que la réparation soit demandée et que le véhicule comptait moins de 100 000 km à ce moment.

JE DEMANDE UN REMBOURSEMENT POUR UNE LOCATION DE VOITURE, DES SERVICES DE REMORQUAGE OU D'AUTRES FRAIS CONNEXES ENGAGÉS RELATIVEMENT À UN GRIPPAGE DE MOTEUR, UN COGNEMENT, UNE PANNE DE MOTEUR, UN INCENDIE DU MOTEUR, L'ILLUMINATION DU TÉMOIN D'HUILE OU UNE AUTRE RÉPARATION DU BLOC MOTEUR EMBIELLÉ ASSEMBLÉ.

Veuillez fournir le montant total de la location de voiture, du remorquage ou des autres frais pour lesquels vous demandez un remboursement :  ,  \$

**Documentation :** Veuillez joindre les reçus ou les autres documents créés vers le moment où les frais ont été engagés indiquant tous les points suivants :

- l'objet du paiement (p. ex., location de voiture ou service de remorquage);
- la date à laquelle les frais ont été engagés;
- le montant payé (p. ex., reçu de carte de crédit, relevé de carte de crédit ou relevé bancaire). (Si vous avez payé au comptant et n'avez aucun reçu, votre signature au verso du présent formulaire de réclamation constituera votre attestation, sous peine de parjure, que vous (ou un ami ou un membre de votre famille) avez payé la réparation au comptant et n'avez pas obtenu de reçu ou de document attestant le paiement.);

- la date et la nature de la réparation correspondante.

JE DEMANDE UN CRÉDIT DU CONCESSIONNAIRE POUR LES INCONVÉNIENTS DUS AUX RETARDS LIÉS AUX RÉPARATIONS SUPÉRIEURS À 60 JOURS [Si vous avez subi un retard de 60 à 90 jours, vous aurez droit à un crédit du concessionnaire de 65 \$, majoré d'un montant supplémentaire de 35 \$ pour chaque période supplémentaire de 30 jours de retard (ou fraction de cette période).]

Veillez fournir le nombre total de jours  
nécessaires à la réalisation des réparations  
auprès d'un concessionnaire Hyundai autorisé.

--	--	--

**Documentation :** Veuillez joindre les documents à l'appui du nombre de jours de retards (p. ex. la commande de la réparation indiquant la date d'ouverture et de clôture).

Votre signature au verso du présent formulaire de réclamation constituera votre attestation, sous peine de parjure, que vous avez subi des inconvénients en raison du retard à obtenir la réparation.

JE DEMANDE LE REMBOURSEMENT POUR UN VÉHICULE DU GROUPE VISÉ PAR LE RÈGLEMENT QUE J'AI VENDU OU DONNÉ EN REPRISE APRÈS QUE LE VÉHICULE A ÉTÉ DIAGNOSTIQUÉ COMME NÉCESSITANT UNE RÉPARATION ADMISSIBLE, MAIS AVANT QUE LA RÉPARATION AIT ÉTÉ RÉALISÉE.

- Pour éventuellement être admissible à une indemnisation pour votre véhicule, vous devez avoir subi un grippage du moteur, un calage du moteur, un bruit du moteur ou une illumination du témoin d'huile qui a été diagnostiqué comme nécessitant une réparation du moteur, et avoir vendu ou donné en reprise votre véhicule avant que la réparation ait été réalisée.
- La vente ou la reprise doit être survenue avant le 14 décembre 2020.
- Vous êtes admissible au remboursement par Hyundai de la valeur du Canadian Black Book (c.-à-d. la valeur de véhicule d'occasion en gros fondée sur le kilométrage du véhicule à la date pertinente) du Véhicule du groupe visé par le règlement vendu ou donné en reprise, majorée d'un montant de 140,00 \$ au moment de la perte, déduction faite du montant réel tiré de la vente ou de la reprise.

**Documentation :** Veuillez joindre les propositions de prix, les estimations, les reçus, le contrat de vente ou les autres documents indiquant tous les points suivants :

- le type et le coût de la réparation de votre véhicule requise;
- la date à laquelle vous avez donné en reprise ou vendu votre véhicule;
- le montant que vous avez reçu pour votre véhicule par suite de la vente ou de la reprise;



- le kilométrage de votre véhicule au moment de la reprise.

JE DEMANDE UN REMBOURSEMENT POUR UN VÉHICULE VISÉ PAR LE RÈGLEMENT QUI A SUBI UN INCENDIE DU MOTEUR.

- Pour éventuellement être admissible à une indemnisation pour votre véhicule, vous devez avoir subi un incendie du moteur à la suite d'un grippage du moteur, d'un calage du moteur, d'un bruit du moteur ou de l'illumination du témoin d'huile causé par une défaillance du roulement de bielle ou des symptômes associés à une défaillance du roulement de bielle qui a entraîné la perte de votre véhicule.
- Vous êtes admissible au paiement par Hyundai de la valeur du Canadian Black Book (c.-à-d. la valeur de véhicule d'occasion en gros fondée sur le kilométrage du véhicule à la date pertinente) du Véhicule du groupe visé par le règlement au moment de la perte, déduction faite de la valeur réelle reçue (s'il y a lieu).

**Documentation :** Veuillez joindre les rapports d'assurance, les rapports d'inspection du concessionnaire autorisé, les reçus ou les autres documents indiquant tous les points suivants :

- que votre véhicule était réputé être une perte totale en raison d'un incendie du moteur (qui a pris naissance dans le compartiment moteur et qui n'était pas causé par une collision);
- le montant que vous avez reçu pour votre véhicule du fait qu'il était réputé être une perte totale (p. ex. les documents d'assurance);
- le kilométrage de votre véhicule au moment où il était réputé être une perte totale.

J'AI PERDU CONFIANCE EN MON VÉHICULE EN PRENANT CONNAISSANCE DES ALLÉGATIONS RELATIVES AUX VÉHICULES DU GROUPE VISÉ PAR LE RÈGLEMENT, J'AI VENDU MON VÉHICULE ET J'AI ACHETÉ UN VÉHICULE DE REMPLACEMENT HYUNDAI DANS LES 90 JOURS SUIVANT LA RÉCEPTION DE L'AVIS AU GROUPE VISÉ PAR LE RÈGLEMENT.

- Pour éventuellement être admissible à la présente indemnisation, vous devez avoir donné en reprise votre véhicule à un concessionnaire Hyundai autorisé dans le cadre d'une opération sans lien de dépendance et avoir acheté un autre véhicule Hyundai.
- Pour éventuellement être admissible à une indemnisation pour votre véhicule, vous devez avoir subi une panne de moteur ou un incendie du moteur causé par une défaillance du roulement de bielle ou des symptômes associés à une défaillance du roulement de bielle.
- Si vous choisissez cette option, vous pourriez être admissible à une remise qui sera calculée selon la perte réelle en comparant les documents de vente et la valeur du Canadian Black Book du véhicule au moment du lancement de la campagne relative au

système de détection de cognement. Vous pourriez avoir droit au paiement des montants suivants :

- a. pour les Véhicules du groupe visé par le règlement d'un modèle des années 2011 à 2014 : 1 750 \$;
- b. pour les Véhicules du groupe visé par le règlement d'un modèle des années 2015 et 2016 : 1 000 \$;
- c. pour les Véhicules du groupe visé par le règlement d'un modèle des années 2017 à 2019 : 500 \$;

**Documentation :** Veuillez joindre les rapports d'assurance, les rapports d'inspection du concessionnaire autorisé, les commandes de réparation, les reçus de réparation ou les autres documents indiquant tous les points suivants :

- le type et le coût de la réparation de votre véhicule reçue ou requise;
- la reprise de votre véhicule contre un nouveau véhicule Hyundai;
- la valeur de reprise que vous avez reçue pour votre véhicule;
- le kilométrage de votre véhicule au moment où il était réputé être une perte totale.

#### [6] Signez et datez

À ma connaissance, les renseignements qui figurent dans le présent formulaire sont véridiques et exacts. J'accepte de participer au règlement. J'autorise tout concessionnaire qui a réparé mon véhicule à communiquer les dossiers à Hyundai et à l'Administrateur des réclamations pour faciliter le paiement de ma réclamation. Si je demande un remboursement pour une réparation d'un concessionnaire et que je n'ai pas obtenu un reçu ou d'autres documents relativement au paiement au comptant, j'atteste sous peine de parjure que j'ai (ou un ami ou un membre de ma famille) payé au comptant pour la réparation et que je n'ai pas obtenu un reçu ou d'autres documents pour attester le paiement. Si je demande un changement d'huile et de filtre et une permutation des pneus, j'atteste sous peine de parjure que j'ai présenté une Réparation admissible à un concessionnaire Hyundai et qu'une réparation sous garantie a été refusée et a été ultérieurement réalisée ailleurs. Si je demande de participer au programme de remise, j'atteste sous peine de parjure que j'ai perdu confiance en mon véhicule.

---

Signature

---

Date

Les Réclamations peuvent être soumises par voie électronique à l'adresse  
[www.hyundaicanadathetaenginesettlement.com](http://www.hyundaicanadathetaenginesettlement.com)

8

[7] **Soumettez** : Veuillez télécharger le formulaire rempli et les documents à l'adresse  
[www.hyundaicanadathetaenginesettlement.com](http://www.hyundaicanadathetaenginesettlement.com) ou le poster à l'adresse suivante :

Administrateur aux fins de notification dans le cadre du Règlement  
relatif au moteur Theta II Hyundai  
a/s Epiq Class Action Services  
C.P. 507, Succursale B  
Ottawa (Ontario) K1P 5P6

KEITH McBAIN  
Plaintiff

-and-

HYUNDAI AUTO CANADA CORP et al  
Defendants

Cu-  
Court File No. 19-00627147-00CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**PROCEEDING COMMENCED AT**  
**LONDON**

**ORDER**

**MCKENZIE LAKE LAWYERS LLP**  
140 Fullarton Street, Suite 1800  
London, Ontario N6A 5P2  
**Michael J Peerless** (LSO # 34127P)  
**Matthew D Baer** (LSO # 48227K)  
**Chelsea Smith** (LSO # 71843N)  
Tel: 519-672-5666  
Fax: 519-672-2674

**STROSBERG SASSO SUTTS LLP**  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
**Jay Strosberg** (LSO # 47288F)  
**Justin Smith** (LSO # 75275W)  
Tel: 519-258-9333  
Fax: 866-316-5311

Lawyers for the Plaintiff