Court File No. CV-22-00675588-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	Friday , THE 25th
	)	
MR. JUSTICE GLUSTEIN	)	DAY OF ~~AUGUST~~ September, 2026

B E T W E E N:

BRIAN McCLOSKEY and KRYSTAN KAPRON

Plaintiffs

and

KIA CANADA INC, KIA MOTORS CORPORATION, KIA MOTORS AMERICA, INC, KIA MOTORS MANUFACTURING GEORGIA, INC, HYUNDAI AUTO CANADA CORP, HYUNDAI MOTOR COMPANY, HYUNDAI MOTOR AMERICA, INC, and HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Certification for Settlement Purposes and Notice Approval)

THIS MOTION, made by the Plaintiffs, for an Order (1) certifying this Action as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 for settlement purposes only; (2) approving the form and content of the short- and long-form notices of certification and settlement approval hearing (the "Pre-Approval Notice"); (3) approving the Notice Plan for disseminating such notice; and (4) approving the procedures for opting out of the Settlement Class and objecting to the proposed Settlement Agreement was read on this day at the Toronto Courthouse, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

ON READING the materials filed by the Plaintiffs, including the Settlement Agreement dated December 12, 2025 (the "Settlement Agreement"), a copy of which is attached to this Order as **Appendix "A"**, and on reading the submissions of counsel for the Plaintiffs;

AND ON BEHING ADVISED (1) that the Defendants consent to this Order; and (2) that RicePoint Administration Inc. dba Verita Global consents to being appointed as Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that this Action is certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, for settlement purposes only;

3. **THIS COURT ORDERS** that the Settlement Class is defined as:

> All persons, including individuals and entities, who purchased or leased a Settlement Class Vehicle in Canada, with the exception of Excluded Persons;
>
> "Settlement Class Vehicle" means a Hyundai- or Kia-brand vehicle that: (a) is of a model type and model year and equipped with an engine listed in Exhibit "A" to the Settlement Agreement; (b) was originally sold or leased in Canada; and (c) was manufactured before the KSDS was incorporated into its production.
>
> "Excluded Persons" means the following individuals and entities: the Defendants, and their directors and officers; persons who validly opt out of the Settlement; persons who purchased a Settlement Class Vehicle that had previously 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); 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 Class Counsel and presiding judges in the Actions.

4. **THIS COURT ORDERS** that this Action is certified as a class proceeding, for settlement purposes only, on behalf of the Settlement Class in respect of the following common issue:

> Do the Settlement Class Vehicles suffer from a defect that can cause sudden vehicle stalling, catastrophic engine failure and/or non-collision engine fires?

5. **THIS COURT ORDERS** that Brian McCloskey and Krystan Kapron are appointed as the Representative Plaintiffs for the Settlement Class;

6. **THIS COURT ORDERS** that Strosberg Wingfield Sasso LLP and McKenzie Lake Lawyers LLP are appointed as Class Counsel in this Action;

7. **THIS COURT ORDERS** that this Order is binding upon each Settlement Class Member;

8. **THIS COURT ORDERS** that of RicePoint Administration Inc. dba Verita Global is appointed as Administrator to deliver the Pre-Approval Notice in accordance with the Notice Plan and to 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 ORDERS** that the short-form Pre-Approval Notice, substantially in the form attached as Exhibit "B" to the Settlement Agreement are hereby approved;

10. **THIS COURT ORDERS** that the long-form Pre-Approval Notice, substantially in the form attached as Exhibit "C" to the Settlement Agreement, are hereby approved;

11. **THIS COURT ORDERS** that Settlement Class Members shall be given notice of the Settlement Approval Hearing, the certification of this Action, and the opt-out and objection processes in substantially the forms set out in Exhibits “B” and “C” to the Settlement Agreement and attached hereto as **Appendices “B”** and **“C”** to this Order;

12. **THIS COURT ORDERS** that the Pre-Approval Notice shall be published and disseminated in accordance with section 7 of the Settlement Agreement and the Notice Plan attached hereto as **Appendix "D"**;

13. **THIS COURT DECLARES** that the dissemination of the Pre-Approval Notice as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 17 through 22, inclusive, of the *Class Proceedings Act, 1992*, SO 1992, c 6;

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

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

16. **THIS COURT ORDERS** that all information provided to the 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 Administrator and its agent(s) pursuant to the applicable privacy laws and solely for purposes of providing notice of the 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, the Settlement Agreement, any order of this Court, or by law;

17. **THIS COURT ORDERS** that opt-outs and objections must be made in accordance with section 8 of the Settlement Agreement;

18. **THIS COURT ORDERS** that the form and content of the Opt-Out Form, substantially in the form attached to this Order as **Appendix "E"**, are hereby approved;

19. **THIS COURT ORDERS** that Settlement Class Members may opt out of this Action by submitting an Opt-Out Form to the Administrator by mail, courier, or email on or before the Opt-Out Deadline, being ninety (90) days after the Pre-Approval Notice Date;

20. **THIS COURT ORDERS** that Settlement Class Members who do not validly opt out of this Action by the Opt-Out Deadline shall be bound by the terms of the Settlement Agreement, if it is approved by this Court, and may not opt out of this Action in the future;

21. **THIS COURT ORDERS** that any person who opts out of this Action in accordance with the provisions for doing so in the Settlement Agreement, the Pre-Approval Notice, and paragraph 19 of this Order shall be excluded from the Settlement Class and the Action;

22. **THIS COURT ORDERS** that Settlement Class Members who wish to file with the Court an objection or comment on the Settlement Agreement shall be asked to submit to the Administrator, on or before the Objection Deadline, a written objection statement, signed by the objector and containing the following information: (i) the Settlement Class Member's name, mailing address, telephone number, and email address (if available); (ii) the model, model year, and VIN of his, her, their, or its Settlement Class Vehicle; (iii) a brief statement of the nature of and reason for the objection, including all factual and legal grounds for the objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) whether the

objecting Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing and, if appearing by counsel, the name, address, telephone number, and email address of counsel;

23. **THIS COURT ORDERS** that any putative member of the Settlement Class who elects to opt out of this Action in accordance with the provisions of the Settlement Agreement, the Pre-Approval Notice, and paragraph 19 of this Order may not also object to or comment on the Settlement Agreement and that any such objection or comment received therefrom shall be deemed withdrawn;

24. **THIS COURT ORDERS** that the motion for approval of the Settlement Agreement (the "Settlement Approval Hearing") will be heard on February 2, 2027 at 10:00 am EST virtually over Zoom at the Toronto Courthouse, Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5. At the Settlement Approval Hearing, the Representative Plaintiffs may seek the following orders:

(a) an order approving the Settlement Agreement, the content and manner of notice to the Settlement Class of such approval, and the Claim Form;

(b) an order approving Class Counsel Fees; and

(c) any other order that the Court may deem appropriate;

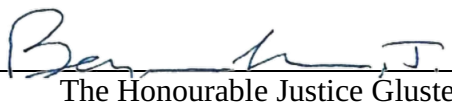
25. **THIS COURT ORDERS** that the date and time of the Settlement Approval Hearing set forth in the Pre-Approval Notice is subject to adjournment by the Court without further notice to Settlement Class Members;

26. **THIS COURT ORDERS** that Class Counsel must file its motion materials in support of approval of the Settlement Agreement and corresponding Settlement, and its motion materials in support of approval of Class Counsel Fees, no less than seven (7) days before the Settlement Approval Hearing;

27. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order, including certification for settlement purposes only and all Opt-Out Forms received pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court;

28. **THIS COURT ORDERS** that any party affected by this Order may apply to the Court for further directions; and

29. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.



The Honourable Justice Glustein

APPENDIX A

McCloskey and Kapron v. Kia Canada Inc. et al.	Ontario Superior Court of Justice, Court File No. CV-22-00675588-00CP
Killoran v. Hyundai Auto Canada Corp. et al.	Supreme Court of British Columbia, Court File No. S-213324
Roy et al. v. Hyundai Auto Canada Corp.	Superior Court of Québec, Court File No. 500-06-001136-213

HYUNDAI AND KIA ENGINES 2 (CONNECTING ROD BEARINGS) CANADIAN CLASS ACTIONS SETTLEMENT AGREEMENT

Dated as of December 12, 2025

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TABLE OF EXHIBITS

Exhibit	Title
A	Settlement Class Vehicles
B	Short-Form Pre-Approval Notice
C	Long-Form Pre-Approval Notice
D	Approval Notice
E	Notice Plan
F	Opt-Out Form

A381

1. INTRODUCTION

This Settlement Agreement settles, subject to approval by the Court, on behalf of the Settlement Class, all claims asserted by the Settlement Class related to Hyundai- and Kia-brand vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine, a Nu 2.0-litre gasoline direct injection ("**GDI**") engine, or a Gamma II 1.6-litre GDI engine, as identified in **Exhibit "A"**, which were originally sold or leased in Canada.

The Actions seek damages and other relief on behalf of persons with the Settlement Class Vehicles. The plaintiffs in the Actions allege that the Settlement Class Vehicles 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 implemented KSDS updates through Product Improvement Campaigns with respect to the Settlement Class Vehicles that address the issues raised in the Actions. The Product Improvement Campaigns included, upon implementation of the KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure. 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 2023, 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 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 consolidated action *McCloskey and Kapron v. Kia Canada Inc. et al*., bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP, the action *Killoran v Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324, and the action *Roy et. al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213.

2.2 "**Administrator**" means a third-party administrator with experience administering national, bilingual class action notice and settlement programs, agreed to by the Parties and appointed by the Court to implement the Notice Program, administer the opt-out and objection processes, and oversee the Claims Program. The Parties agree that RicePoint Administration Inc. dba Verita Settlement Administration Canada shall serve as Administrator, subject to approval by the Court.

2.3 "**Approval Notice**" means the English-language and French-language notice of the Approval Order published and disseminated to Settlement Class Members, substantially in a form to be approved by the Court.

2.4 "**Approval Order**" means an order and/or judgment of the Court approving this Settlement Agreement, appointing the Administrator to administer the Claims Program, granting the Settlement Class Release, and dismissing the Ontario Action.

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 "**British Columbia Action**" means *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324.

2.7 "**Claim**" means a properly completed Claim Form submitted by or on behalf of a Settlement Class Member with all required proper documentation to the Administrator on or before the Claims Deadline.

2.8 "**Claim Form**" means the document that enables a Settlement Class Member to apply for benefits under the Settlement.

2.9 "**Claimant**" means a Settlement Class Member, or a Settlement Class Member's estate or legal representative on behalf of a Settlement Class Member, who completes and submits a Claim Form.

2.10 "**Claims Deadline**" means the deadline by which Settlement Class Members must submit a complete and valid Claim, which, subject to section 14.4, 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 6.

2.12 "**Class Counsel**" means the law firms listed as lawyers of record in the Actions, namely McKenzie Lake Lawyers LLP, Strosberg Wingfield Sasso LLP, Merchant Law Group LLP, and Dusevic & Garcha.

2.13 "**Court**" means the Ontario Superior Court of Justice.

2.14 "**Defendants**" means Hyundai Auto Canada Corporation ("**Hyundai Canada**"), Hyundai Motor Company, Hyundai Motor America, Inc., Hyundai Motor Manufacturing Alabama, LLC (collectively, "**Hyundai**"), Kia Canada Inc. ("**Kia Canada**"), Kia Corporation (formerly known as Kia Motors Corporation), Kia America, Inc. (formerly Kia Motors America, Inc.), and Kia Georgia, Inc. (formerly Kia Motors Manufacturing Georgia, Inc.) (collectively, "**Kia**").

2.15 "**Effective Date**" means the date that all necessary orders approving the Settlement and discontinuing the British Columbia Action and the Québec Action have been issued and entered, if no appeal of the order approving the Settlement is timely filed or if no motion to extend the time for filing an appeal of the order approving the Settlement has been filed. If an appeal of the order approving the Settlement is timely filed or if a motion to extend the time to file an appeal of the order approving the Settlement is filed, unless the Parties agree otherwise, "Effective Date" shall mean the first date on which all appeal rights with respect to the order approving the Settlement have expired or have been exhausted such that there exists no possibility of further appellate review.

2.16 "**Eligible Claimant**" means a Settlement Class Member who has submitted a Claim and has been determined by the Administrator to be eligible to receive a payment under the Settlement Agreement.

2.17 "**Excluded Persons**" means the following individuals and entities:

2.17.1 the Defendants, and their directors and officers;

2.17.2 persons who validly opt out of the Settlement;

2.17.3 persons who purchased a Settlement Class Vehicle that had previously 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);

2.17.4 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

2.17.5 Class Counsel and presiding judges in the Actions.

2.18 "**Fair Market Value**" means the wholesale value of a Settlement Class Vehicle at the relevant date, as determined from an independent third-party source for the determination of wholesale vehicle values in Canada. The default condition category for determining the wholesale vehicle value will be the independent third-party source's 'Average' or middle-ground condition.

2.19 **"In-Service Date"** means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or, if the Settlement Class Vehicle was first placed in service as a "demonstrator" or "company" car, the date on which such vehicle was first placed in service.

2.20 "**Knock Sensor Detection System**" 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 (defined in section 4.1.1).

2.21 **"KSDS Installation Neglect"**, for the purposes of determining eligibility for non-Extended Warranty benefits, means the failure of a Settlement Class Member to have the KSDS installed within one-hundred and fifty (150) days of the Pre-Approval Notice Date. KSDS Installation Neglect applies to a subsequent owner of a Settlement Class Vehicle even if the previous owner failed to timely obtain the KSDS unless the subsequent owner provides evidence that the Settlement Class Vehicle was purchased by the subsequent owner at an Authorized Dealer after the KSDS was available for the Settlement Class Vehicle. KSDS Installation Neglect will not apply where (i) Settlement Class Members brought their Settlement Class Vehicles to an Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign (defined in section 4.1.1), but the Authorized Dealer failed to install the KSDS and contemporaneous documents do not show that the Settlement Class Member refused the KSDS installation; or, (ii) Settlement Class Members made an appointment with an Authorized Dealer within one-hundred and fifty (150) days of the Pre-Approval Notice Date to have the KSDS installed, but the appointment was cancelled by the Authorized Dealer through no fault of the Settlement Class Member. KSDS Installation Neglect will not bar Settlement Class Members from obtaining benefits under the Settlement if the Qualifying Repair, Qualifying Fire, or Qualifying Failure for which they seek compensation occurred at some point before one-hundred and fifty (150) days following the Pre-Approval Notice Date and before the installation of the KSDS.

For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure to obtain the KSDS before experiencing an engine failure otherwise covered under the Extended Warranty, unless such engine failure occurs within one-hundred and fifty (150) days of the Pre-Approval Notice Date.

2.22 "**Loss**" means an amount lower than the Settlement Class Vehicle's Fair Market Value.

2.23 "**Maintenance Gaps**" means a situation where:

2.23.1 (i) the maintenance and oil change records for a Settlement Class Vehicle (except one with a Turbo GDI engine) indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres or twelve (12) months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000 kilometres or six (6) months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

(ii) the maintenance and oil change records for a Settlement Class Vehicle with a Turbo GDI engine indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or twelve (12) months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 6,000 kilometres or six (6) months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

2.23.2 based on an inspection, at the Defendants' expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire).

2.24 "**Notice Program**" means a reasonable notice program for distributing the Settlement Class Notices to Settlement Class Members. The Notice Program shall involve bilingual notices, including direct notice by email and mail to known Settlement Class Members, and indirect notice by publication through online advertising. The Notice Program shall include the Settlement Phone Number and the Settlement Website(s), all as set out in section 7.

2.25 "**Objection Deadline**" means the deadline by which a Settlement Class Member's written objection to the Settlement Agreement must be received by the Administrator to be timely and valid. The Objection Deadline shall be ninety (90) days after the Pre-Approval Notice Date.

2.26 "**Ontario Action**" means *McCloskey and Kapron v. Kia Canada Inc., et al*., bearing Ontario Superior Court of Justice Court File No. CV-22-00675588-00CP.

2.27 "**Opt-Out Deadline**" means the last day that a Settlement Class Member may opt out of the Settlement Class. The Opt-Out Deadline shall be ninety (90) days after the Pre-Approval Notice Date.

2.28 "**Opt-Out Form**" means the document that if validly completed and submitted by a Settlement Class Member to the Administrator before the Opt-Out Deadline, excludes that Settlement Class Member from the Settlement Class and from participation in the Settlement.

2.29 "**Parties**" means the Defendants and the Settlement Class Representatives, collectively.

2.30 "**Pre-Approval Notice**" means the English-language and French-language versions of the short- and long-form notices described in sections 7.2 and 7.3 and substantially in the forms attached as **Exhibits "B"** and **"C"**, respectively.

2.31 "**Pre-Approval Notice Date**" means the date on which the Pre-Approval Notice in short form is first published through online advertising, in accordance with the Pre-Approval Order.

2.32 "**Pre-Approval Order**" means the Court's order certifying the Settlement Class for settlement purposes only, approving the Pre-Approval Notice and Notice Program, which will also set the deadline for a Settlement Class Member to opt out of the Settlement Class or to object to this Settlement Agreement, and appointing the Administrator to administer the Notice Program.

2.33 **"Qualifying Failure"** means an engine seizure, engine stall, or other vehicle incident, as outlined in the definition of Qualifying Repair, short of an engine compartment fire, that

would otherwise be addressed by a Qualifying Repair, except where it was (a) plainly unrelated to the engine short block manufacturing issues, (b) due to Maintenance Gaps or KSDS Installation Neglect, or (c) due to an unrelated cause as revealed by an investigation or inspection. An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision (i) within three (3) months prior to the otherwise Qualifying Failure, or (ii) more than three (3) months prior to the otherwise Qualifying Failure and there is evidence that the vehicle component(s) essential for engine operation was/were improperly or never repaired, as validated, at the Defendants' expense, by an inspection, diagnosis, or a CarFax report or similar third-party report. This exception will not apply if the front-end collision to the Settlement Class Vehicle was repaired at an Authorized Dealer.

2.34 **"Qualifying Fire"** means an engine compartment fire that would otherwise be addressed by a Qualifying Repair, and excepting where the fire was (a) plainly unrelated to the engine short block manufacturing issues, (b) due to Maintenance Gaps or KSDS Installation Neglect, (c) caused by a third-party car part installed on the vehicle, or (d) due to an unrelated cause as revealed by an investigation or inspection. Loss that would otherwise be a Qualifying Fire will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision (i) within three (3) months prior to the otherwise Qualifying Fire, or (ii) more than three (3) months prior to the otherwise Qualifying Fire and there is evidence that the vehicle component(s) essential for engine operation was/were improperly or never repaired, as validated, at the Defendants' expense, by a CarFax report or similar third-party report. This exception will not apply if the front-end collision to the Settlement Class Vehicle was repaired at an Authorized Dealer.

2.35 "**Qualifying Repair**" means any completed repair, replacement, diagnosis, or inspection of the Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire, but excluding (i) Maintenance Gaps, (ii) KSDS Installation Neglect, (iii) where the repairs were plainly

unrelated to the engine short block manufacturing issues (for example, a stall caused directly by a timing chain, fuel pump, oxygen sensor, turbocharger, or the electrical system), or (iv) where an investigation or inspection revealed an unrelated cause. For Settlement Class Members who obtained repair, replacement, diagnosis, or inspection of their Settlement Class Vehicle's engine at an Authorized Dealer, Qualifying Repair will cover such work where it was performed to address symptoms associated with connecting rod bearing failure where the Settlement Class Vehicle received a diagnosis of (a) abnormal bearing noise according to Hyundai Canada's and Kia Canada's inspection protocols, (b) stall caused by seizure with a failed bearing clearance test, or (c) P1326 warning light, subject to the limitations described in (i)-(iv) above. For purposes of administrating settlement benefits under this Settlement Agreement: any recall repair, replacement, diagnosis, or inspection by Authorized Dealers made pursuant to Transport Canada Recall Numbers 2020-592, 2021-034, 2021-575, 2021-612, 2021-033, 2021-573, 2021-674, 2022-107, 2022-244, 2020-535, 2020-597, 2021-040, 2021-039, 2021-204, 2021-424, 2021-666, 2021-733 and 2022-004 constitutes a Qualifying Repair. Nothing in this definition requires the Defendants to provide repairs or compensation for repairs caused by a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire.

2.36 "**Québec Action**" means *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec Court File No. 500-06-001136-213.

2.37 **"Released Claims"** means any and all claims, demands, actions, or causes of action, whether known or unknown, existing or potential, that 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 "**Releasors**"), may have, purport to have, or may have hereafter against any Releasee relating to the 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 include, but are not limited to, claims related to issues of oil consumption, oil maintenance, engine stalling, engine failure, and vehicle fires originating in the engine compartment or any other issues that are addressed through the Product Improvement Campaigns.

2.38 "**Released Parties**" or "**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) Hyundai Canada, Kia Canada, Hyundai Motor America, Inc., Kia America, Inc. (formerly Kia Motors America, Inc.), Hyundai Motor Manufacturing Alabama, LLC, Kia Georgia, Inc. (formerly Kia Motors Manufacturing Georgia, Inc.), Hyundai Motor Company, and Kia Corporation (formerly known as 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 definition, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

2.39 "**Settlement Agreement**" means this proposed settlement agreement, including its exhibits and any supplemental agreements, all as amended and approved.

2.40 "**Settlement Approval Hearing**" means the hearing before the Court to determine whether to issue an Approval Order.

2.41 "**Settlement Class**" or "**Settlement Class Members**" means all persons, including individuals and entities, who purchased or leased a Settlement Class Vehicle in Canada, with the exception of Excluded Persons.

2.42 "**Settlement Class Notices**" means the English-language and French-language versions of the Pre-Approval Notice, Approval Notice, and any other notice provided for in the Notice Program.

2.43 "**Settlement Class Representatives**" means Brian McCloskey, Krystan Kapron, John Kevin Killoran, Patrick Roy, and Karine Bolduc.

2.44 "**Settlement Class Vehicle**" means a Hyundai- or Kia-brand vehicle that: (a) is of a model type and model year and equipped with an engine listed in Exhibit "A"; (b) was originally sold or leased in Canada; and (c) was manufactured before the KSDS was incorporated into its production.

3. APPROVAL OF THIS SETTLEMENT AGREEMENT

3.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court pursuant to a motion for a Pre-Approval Order.

3.2 As soon as practicable after (i) the Pre-Approval Notice has been published, and (ii) the Opt-Out Deadline and Objection Deadline have expired, Class Counsel shall bring a motion to the Court for an order approving this Settlement Agreement: the Approval Order.

3.3 If no appeal is taken after the Approval Order, the Approval Order will be deemed final thirty (30) days after it is issued, or if any appeal is taken, upon the final disposition of the appeal.

3.4 After obtaining approval of this Settlement Agreement from the Court, Class Counsel will discontinue the Québec Action and the British Columbia Action, or, if necessary, seek a court-approved discontinuance of the Québec Action and the British Columbia Action.

3.5 Other than where explicitly set out in the alternative, this Settlement Agreement contemplates that the Settlement Agreement will be approved only by the Court, and that the Québec Action and the British Columbia Action will be discontinued. If the Superior Court of Québec or the Supreme Court of British Columbia do not approve the discontinuance of the Québec Action and/or the British Columbia Action, respectively, then settlement approval of the Québec Action and/or the British Columbia Action, as necessary,

will be sought from the Superior Court of Québec and/or the Supreme Court of British Columbia, as applicable, on the same terms and with the same requirements as are otherwise applicable for the approval process before the Court for the Settlement Class, with whatever procedural modifications are required in Québec and/or British Columbia. If settlement approval is required from the Superior Court of Québec and/or the Supreme Court of British Columbia, this Settlement Agreement will continue, subject to necessary amendments, including to replace the defined term "Court" throughout with "Courts," and to define "Courts" at section 2.13 to mean "the Ontario Superior Court of Justice and the Superior Court of Québec," "the Ontario Superior Court of Justice and the Supreme Court of British Columbia," or "the Ontario Superior Court of Justice, the Superior Court of Québec, and the Supreme Court of British Columbia," as applicable. The Parties agree to all necessary grammatical, syntactical and constructive amendments for purposes of accommodating settlement approval by the Superior Court of Québec and/or the Supreme Court of British Columbia.

3.6 This Settlement Agreement is contingent on the Court approving the Settlement Agreement without any modifications.

3.7 Any motion for a Pre-Approval Order seeking certification of the Settlement Class shall be for settlement purposes only, and the Defendants retain all rights to assert that certification of a class for any other purpose is not appropriate.

3.8 Except as otherwise agreed to by the Parties, the motion for a Pre-Approval Order shall be submitted to the Court in a manner that seeks to preserve the confidentiality of the motion and the Settlement Agreement until such time as the hearing of the motion.

3.9 On behalf of the Settlement Class Representatives, Class Counsel will take such steps as are necessary, or, where appropriate, will cooperate with the Defendants' efforts, to give effect to the Settlement Agreement, to obtain orders dismissing or discontinuing the Actions, and to bring an end to pending litigation by the Settlement Class anywhere in Canada pertaining to the Released Claims, and will cooperate with the Defendants if there is any future litigation by any member of the Settlement Class pertaining to the Released Claims.

3.10 This Settlement Agreement shall be null and void and of no force and effect unless the Approval Order is granted by the Court, and the Effective Date occurs.

4. PRODUCT IMPROVEMENT CAMPAIGNS AND EXTENDED WARRANTY

4.1 Extended Warranty Coverage for Engine Issues Arising from Connecting Rod Bearing Failure

4.1.1 The Defendants have implemented voluntary safety recalls in the form of KSDS product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in these Actions (the **"Product Improvement Campaigns"**), which represent a benefit provided to the Settlement Class. The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements.

4.1.2 Hyundai Canada and Kia Canada have provided through the Product Improvement Campaigns, and will sustain in full effect, the following applicable Extended Warranty for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect:

(a) 12-year/200,000 kilometre Extended Warranty for Hyundai Santa Fe MY 2010-2011, Hyundai Sonata Hybrid and Plug-in Hybrid MY 2011, Hyundai Tucson MY 2010-2011, Kia Forte MY 2010-2011, Kia Sorento MY 2011, and Kia Sportage MY 2011.

(b) 10-year/200,000 kilometre Extended Warranty for all other Settlement Class Vehicles.

4.1.3 The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

4.1.4 For any Settlement Class Vehicle that has the KSDS update completed, except for Settlement Class Vehicles involving Maintenance Gaps, Hyundai Canada and Kia Canada (as applicable) have extended, and will maintain in full effect, the applicable Extended Warranty to cover for the duration of the warranty period:

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

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

4.1.5 For the ninety (90)-day period immediately following the Effective Date, all Settlement Class Vehicles that have not received an inspection under one of the Product Improvement Campaigns will be eligible to schedule a free inspection at a Hyundai- or Kia-Authorized Dealer (as applicable), if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure. If the inspection identifies symptoms of connecting rod bearing failure, the Settlement Class Vehicle will receive a bearing clearance test free of charge. If the inspection identifies any conditions or symptoms other than symptoms of connecting rod bearing failure, Settlement Class Members will bear the financial responsibility for any engine tear down or diagnosis at a Hyundai- or Kia-Authorized Dealer (as applicable). If any such teardown results in findings that the connecting rod bearings caused a Qualifying Failure, the diagnostic and tear down costs will then be covered by Hyundai Canada or Kia Canada (as applicable), together with the cost for repairs.

4.1.6 As needed on a vehicle-by-vehicle basis for 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever comes first, the Extended Warranty will cover all costs associated with any Qualifying Repair, including, without limitation, the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle's original or genuine replacement engine, including damage to the original or genuine replacement engine long block, caused by the engine malfunction.

4.1.7 In conjunction with any Qualifying Repair provided under the Extended Warranty at an Authorized Dealer, Hyundai Canada or Kia Canada (as applicable) will provide a comparable class of loaner vehicle, as may be available at an Authorized

Dealer location, at no cost. To the extent no loaner vehicle is reasonably available through an Authorized Dealer at the time of the request, Hyundai Canada and Kia Canada (as applicable) will provide reimbursement for reasonable rental car, ride-sharing, or other transportation expenses of up to $100 per day until the engine repair or replacement is completed. In situations where a Settlement Class Member has been awaiting an engine repair for at least three (3) months, the Defendants will use best efforts to prioritize these Settlement Class Members for a loaner vehicle from an Authorized Dealer upon notification by Class Counsel or the Administrator. However, in cases of KSDS Installation Neglect, Settlement Class Members will be disqualified from seeking reimbursements for rental car, towing, ride-sharing, or other transportation expenses and other settlement benefits under sections 5.2, 5.3, and 5.4 below, even where the underlying repair itself is covered under the Extended Warranty.

4.1.8 Inspections or repairs under the Extended Warranty will not be denied for a Settlement Class Vehicle on the grounds that the Qualifying Repair was necessitated by the owner or lessor for failing to properly service or maintain the Settlement Class Vehicle, except in instances of Maintenance Gaps. Hyundai Canada or Kia Canada, or their Authorized Dealers, will not be obliged to repair engines or provide new engines under the Extended Warranty, or provide any other compensation or reimbursement for vehicles previously branded or salvaged (subject to verification through CarFax or similar means at the Defendants' expense) and junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire.

4.1.9 All rights otherwise available to owners and lessees under pre-existing Hyundai Canada or Kia Canada warranties will continue to remain available to Settlement Class Members. The Settlement terms will not be construed as diminishing or otherwise affecting any express or implied warranty, duty, or contractual obligation of Hyundai or Kia in connection with Settlement Class Vehicles.

4.1.10 Settlement Class Members will be instructed by the Parties to retain all vehicle maintenance records and may be required to provide records for vehicle

maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

4.1.11 Forthwith after the Pre-Approval Notice Date, the Defendants shall send written correspondence to all Authorized Dealers requesting that the Authorized Dealers advise the Settlement Class Members, when physically present at a dealership, whose Settlement Class Vehicles have completed, are at the dealership to complete, or are scheduled to have completed, the KSDS update, to retain all vehicle maintenance records and that Settlement Class Members may be required to provide records for vehicle maintenance performed after to receive repairs under the Extended Warranty. For greater certainty, the Defendants' obligations under this paragraph are satisfied upon the sending of the written correspondence contemplated herein.

5. 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.

5.1 Reimbursement for Past Qualifying Repairs

5.1.1 A Settlement Class Member shall be entitled to reimbursement of expenses incurred for a Qualifying Repair—before the Pre-Approval Notice Date and within 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever came first—on a Settlement Class Vehicle, minus any reimbursement previously received, regardless of whether the Settlement Class Member was an original owner, lessee, or subsequent purchaser, unless Maintenance Gaps exist.

5.1.2 To obtain reimbursement for past Qualifying Repairs, the Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle, proof of a Qualifying Repair reflecting a Qualifying Repair date on or before the Pre-Approval Notice Date,

proof of payment for the Qualifying Repair, and, if applicable, documentation of any reimbursement previously received in connection with the Qualifying Repair, and, if applicable, documentation that the Settlement Class Member sought in-warranty repairs from an Authorized Dealer but was denied.

5.1.3 Reimbursement will be provided irrespective of whether Qualifying Repairs were performed at an Authorized Dealer or elsewhere. However, any third-party repair shop must be a verified business entity with a business address, a working phone number, and online reviews (all subject to verification).

5.1.4 Unless Maintenance Gaps exist, reimbursements will be provided to Claimants even if warranty coverage was initially denied for the Qualifying Repair on the ground that it was necessitated by a failure to properly service or maintain the Settlement Class Vehicle. Claimants who were denied an in-warranty repair for their Settlement Class Vehicle prior to receiving the Approval Notice are entitled, unless Maintenance Gaps exist, to claim a credit for a free oil and filter change and tire rotation at a Hyundai-Authorized Dealer (for Hyundai-brand Settlement Class Vehicles) or a Kia-Authorized Dealer (for Kia-brand Settlement Class Vehicles), valid for one year from the date it is issued. To claim the dealer credit, the Claimant must provide the name of the Authorized Dealer that denied the in-warranty repair and the approximate date when the Claimant presented the Settlement Class Vehicle for repair. Verbal denials not documented contemporaneously are insufficient to obtain the credit.

5.1.5 Claimants previously reimbursed in full or in part for the expense incurred in connection with a Qualifying Repair (e.g., through a goodwill payment from Hyundai Canada, Kia Canada, or an Authorized Dealer, or an insurance payout) will not be entitled to reimbursement for that portion of the same expense for which they have already been reimbursed. Instead, they will be entitled to only that amount, if any, to fully reimburse them for a Qualifying Repair.

5.2 **Reimbursement for Repair-related Transportation and Towing Expenses**

5.2.1 Except in cases of Maintenance Gaps or KSDS Installation Neglect, for transportation and towing expenses reasonably related to obtaining a timely Qualifying Repair for a Settlement Class Vehicle, and incurred within 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever comes first, a Settlement Class Member shall be entitled to: (i) full reimbursement for any towing expenses reasonably related to obtaining a Qualifying Repair, and (ii) if a loaner vehicle was not originally provided by Hyundai Canada or Kia Canada, reimbursement of actual expenses, up to a maximum of $100 per day, for rental car, ride-sharing, or alternative transportation service expenses.

5.2.2 To obtain reimbursement for Qualifying Repair-related transportation and towing expenses, the Settlement Class Member must submit a Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle, proof of payment for the repair-related expense claimed, and proof that a Qualifying Repair was performed, or that the Settlement Class Vehicle was at an Authorized Dealer awaiting a Qualifying Repair, within fifteen (15) business days of the incurred repair-related expenses.

5.2.3 Claimants must show that they obtained the towing services, rental car, ride-sharing, or other alternative transportation services from a verified business entity with a business address, a working phone number, and online reviews (all subject to verification). Documentation that the Claimant was charged the towing expenses and transportation expenses claimed under this section must be generated by the entity providing the towing or transportation service at or around the time that expense was incurred for a rental car, towing service, or other transportation-related expense in direct conjunction with obtaining a Qualifying Repair, and which identifies the nature of the expense, the date the cost was incurred, and the dollar amount. Examples of such documents are receipts and invoices.

5.2.4 Reimbursement for towing, rental car, ride-sharing, and other alternative transportation services will be limited to no more than fifteen (15) business days

after the Qualifying Repair becomes necessary and before delivery of the Settlement Class Vehicle to the Authorized Dealer or third-party repair shop for the Qualifying Repair, and up to three (3) business days after the Claimant was notified that his/her/their Settlement Class Vehicle was ready to be picked up.

5.2.5 Claimants previously reimbursed in full or in part for transportation or towing expenses following an engine seizure, engine stall, engine noise, engine compartment fire, or illumination of the oil lamp diagnosed as requiring repair of the engine (e.g., through a Hyundai Canada, Kia Canada or an Authorized Dealer goodwill payment, or insurance payout) shall not be entitled to a reimbursement under this Settlement for that portion of the same expense for which they have already been reimbursed. In situations where a Claimant has been awaiting an engine repair for at least three (3) months or longer, the Defendants will use best efforts to prioritize these Claimants for a loaner vehicle from an Authorized Dealer upon notification and/or to work with Class Counsel to assist these Claimants in obtaining interim transportation reimbursement before their repairs can be completed.

5.2.6 For greater certainty, this reimbursement benefit does not entitle a Settlement Class Member to receive compensation apart from out-of-pocket expenses incurred; 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.

5.3 **Credit for Inconvenience Due to Past Repair Delays**

5.3.1 Except in cases of Maintenance Gaps or KSDS Installation Neglect, a goodwill dealer credit will be available for any Settlement Class Member who is or was required to wait sixty (60) days or more to obtain a Qualifying Repair from an Authorized Dealer within 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever comes first.

5.3.2 In order to obtain this credit, a Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline with a signed statement affirming that he/she/they was/were inconvenienced by the delay (if he/she/they was/were in fact so inconvenienced), the length of delay, the number of days it took for the Qualifying Repair to be completed, supporting documentation confirming the delay unless such requirement is relieved by the Administrator in the circumstances, and proof of ownership of the Settlement Class Vehicle.

5.3.3 The dealer credit will be calculated based on total cumulative time the Claimant was waiting for the Qualifying Repair to be completed, beginning from the date the Settlement Class Vehicle was delivered to the Authorized Dealer as reflected on the repair order for the Settlement Class Vehicle or other documentation from the Authorized Dealer until completion of the work as reflected on the repair order, as follows: $100 for delays lasting between sixty (60) and one-hundred and eighty (180) days, and $50 for each additional thirty (30)-day period of delay or fraction thereof.

5.3.4 The dealer credit will be valid for one (1) year from issuance, and may only be used at a Hyundai-Authorized Dealer (for Hyundai-brand Settlement Class Vehicles) or a Kia-Authorized Dealer (for Kia-brand Settlement Class Vehicles) towards the purchase of any merchandise, parts, or service. No unused credit will be made available as cash.

5.3.5 Claimants who have already received a goodwill payment or credit by Hyundai Canada, Kia Canada, or any Authorized Dealer for any delay in obtaining a Qualifying Repair will only be eligible for the calculated amount of this credit less any amounts previously paid.

5.4 **Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire**

5.4.1 Except in cases of Maintenance Gaps or KSDS Installation Neglect, reimbursement for expenses reasonably related to experiencing a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable, from the In-Service Date or 200,000

kilometres, whichever comes first, minus any amount previously received, will be calculated as follows: (i) full reimbursement of any towing expenses reasonably related to a Qualifying Repair, including towing the Settlement Class Vehicle home, to a repair facility, or to an insurance yard, and (ii) if the Qualifying Failure or Qualifying Fire occurred within 240 kilometres of the Settlement Class Member's nearest residence at the time, reimbursement of actual costs up to $125 for transportation expenses incurred on the day of the Qualifying Failure or Qualifying Fire, or, if the Qualifying Failure or Qualifying Fire occurred more than 240 kilometres away from the Settlement Class Member's nearest residence at the time, reimbursement of actual costs for transportation, lodging, and reasonable meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire for a maximum of three (3) days of up to $400 for the first day, up to $250 for the second day, and up to $130 for the third day.

5.4.2 To obtain reimbursement for incidentals related to Qualifying Failure or Qualifying Fire, the Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle, and documentation showing: proof of a Qualifying Failure or Qualifying Fire; the Claimant's nearest residence to the location of the Qualifying Failure or Qualifying Fire; that the Claimant was charged the expenses claimed; proof of payment for the expenses claimed; and any reimbursement previously received in connection with the claimed expenses.

5.4.3 Claimants must have obtained the towing service, rental car, ride-sharing services, other alternative transportation services, lodging, and meals from a verified business entity with a business address, working phone number, and online reviews (all subject to verification). Documentation that the Claimant was charged such expenses claimed under this section must be generated by the entity that provided the service, rental car, lodging, or meals at or around the time the expense was incurred in direct conjunction with experiencing a Qualifying Failure or Qualifying Fire, and which reflects the nature of the expense, the date the cost was incurred, and the dollar amount.

5.4.4 Documentation showing the Claimant's nearest residence to the location of a Qualifying Failure or Qualifying Fire must be valid at the time or otherwise generated at or around the time of the Qualifying Failure or Qualifying Fire and include the street name and number, apartment number (if applicable), city, province, and postal code.

5.4.5 Where a Claimant obtained a Qualifying Repair after experiencing a Qualifying Failure or Qualifying Fire and is entitled to receive reimbursement for transportation or towing expenses under section 5.2 above, the Claimant will not be entitled to receive reimbursement for that portion of the same expenses under this section. Claimants previously reimbursed in full or in part for incidentals following a Qualifying Failure or Qualifying Fire will not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

5.4.6 Settlement Class Members will not be entitled to receive compensation under this section or any other section apart from the expenses described above. For example, Settlement Class Members are not entitled to receive compensation for lost wages allegedly incurred due to an inability to get to or from a place of employment, compensation for emotional distress, or other forms of consequential damage, such as having to buy or lease another vehicle to drive for a ride-sharing job.

5.5 **Reimbursement for Vehicle Sold/Traded-In at a Loss**

5.5.1 Except in cases of Maintenance Gaps, Settlement Class Members who experienced a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever came first, and sold or traded-in their Settlement Class Vehicle before the Pre-Approval Notice Date and without obtaining the required repair, will be entitled to reimbursement of the Fair Market Value (up to a maximum of the amount the Settlement Class Member paid to purchase the Settlement Class Vehicle) plus $200, minus the actual amount received from the sale or trade-in in an arm's-length negotiation.

5.5.2 To obtain reimbursement for a Settlement Class Vehicle sold/traded-in at a Loss, the Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle at the relevant time, proof of a Qualifying Failure or Qualifying Fire that occurred before the Pre-Approval Notice Date, and proof of the sale/trade-in and value received for the Settlement Class Vehicle.

5.5.3 If the actual amount received from the sale or trade-in is nominal or the Claimant donated his/her/their Settlement Class Vehicle, reimbursement will be calculated using an actual amount received value of $500. If the actual amount received from the sale or trade-in exceeds the Fair Market Value, the Claimant will not be entitled to any compensation or goodwill payment under this section.

5.5.4 If a Claimant was previously reimbursed in connection with a sale or trade-in of a Settlement Class Vehicle following engine seizure, engine stall, etc. by Hyundai Canada, Kia Canada, or an Authorized Dealer, there will be a deduction of the previously reimbursed amount.

5.6 **Reimbursement for Loss of Vehicle by a Qualifying Fire**

5.6.1 Except in cases of Maintenance Gaps or KSDS Installation Neglect, if a Settlement Class Member suffers a loss of his/her/their Settlement Class Vehicle by a Qualifying Fire within 10 or 12 years, as applicable, from the In-Service Date or 200,000 kilometres, whichever comes first, the Settlement Class Member will be entitled to reimbursement of the Fair Market Value (up to a maximum of the amount the Settlement Class Member paid to purchase the vehicle) plus $200, minus the actual amount received (from an insurer or otherwise).

5.6.2 To obtain reimbursement for loss of a Settlement Class Vehicle by a Qualifying Fire, the Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle, proof of the existence of the Qualifying Fire, and documentation of any reimbursement or value previously received in connection with the Qualifying Fire.

The Claimant must also use best efforts to obtain and submit documentation establishing that the fire originated within the engine compartment of the Settlement Class Vehicle and was unrelated to any collision.

5.6.3 If the actual amount received from the insurance proceeds, sale, trade-in or other compensation exceeds the Fair Market Value, the Claimant will not be entitled to the $200 goodwill payment or reimbursement. To calculate value received from a sale or trade-in of a Settlement Class Vehicle in which the Claimant only received a nominal payment or where the Claimant donated his/her/their Settlement Class Vehicle, reimbursement will be calculated using an amount received value of $500.

5.6.4 Any reimbursement under this section shall not be construed as a waiver or release of claims for death or personal injury or any property damage (other than to the Settlement Class Vehicle) related to the Qualifying Fire.

5.7 **Trade-In Rebate Program**

5.7.1 Except in cases of Maintenance Gaps or KSDS Installation Neglect, if after the Pre-Approval Notice Date, a Settlement Class Member: (i) loses faith in his/her/their Settlement Class Vehicle as a result of the allegations in the Actions, (ii) experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable, from In-Service Date or 200,000 kilometres, whichever comes first, (iii) sells the Settlement Class Vehicle in an arm's-length transaction, and (iv) purchases a replacement Hyundai-brand or Kia-brand vehicle (as applicable) from an Authorized Dealer, then the Settlement Class Member may claim a rebate for the applicable amount set out below (the "**Trade-In Rebate**").

5.7.2 In order to obtain a Trade-In Rebate, the Settlement Class Member must submit a completed Claim Form on or before the Claims Deadline, with proof of ownership of the Settlement Class Vehicle, a signed statement affirming that the Settlement Class Member lost faith in the Settlement Class Vehicle as a result of the allegations in the Actions, proof of a Qualifying Failure or Qualifying Fire, proof of the sale or trade-in of the Settlement Class Vehicle and the value received for sale or trade-in,

and proof of purchase of a replacement Hyundai-brand or Kia-brand vehicle from an Authorized Dealer in Canada.

5.7.3 The Trade-In Rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for the Claimant's Settlement Class Vehicle, up to the following maximum amounts:

MY 2010-2012 Settlement Class Vehicles: $3,000

MY 2013-2014 Settlement Class Vehicles: $2,500

MY 2015-2016 Settlement Class Vehicles: $2,000

MY 2017-2021 Settlement Class Vehicles: $1,500

5.7.4 For purposes of calculating value received from a sale or trade-in in which the Claimant received only a nominal payment or where the Claimant donated his/her/their Settlement Class Vehicle, reimbursement will be calculated using an amount received value of $500.

5.8 **Claims Administration Benefits**

5.8.1 Hyundai Canada and Kia Canada will cover the reasonable costs, as determined by counsel for the Defendants and Class Counsel, of: (a) providing notice, in English and French, to the Settlement Class of the Settlement Approval Hearing and, if approved, the settlement approval, including by, but not limited to, email, regular mail, publication through digital Internet advertisements and/or social media advertising, and on the Settlement Website(s); and (b) administration of the Settlement.

5.9 **Several Liability**

5.9.1 Hyundai's and Kia's obligations to comply with the requirements of this Settlement Agreement are several. Hyundai Canada 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-brand Settlement Class Vehicle. Kia Canada 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-brand Settlement Class Vehicle.

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

5.10 **No Prohibition on Goodwill**

5.10.1 Nothing in the Settlement will prohibit the Defendants or their Authorized Dealers from offering any customer any further incentive or goodwill consideration in addition to those provided for under this Settlement Agreement, so long as the Defendants do not offer customers any incentives in lieu of the settlement benefits or in an effort to discourage participation in the Claims Program. In the event that the Defendants or an Authorized Dealer offer a further incentive or goodwill benefit to a Settlement Class Member, there shall be no obligation to provide that offer to any other Settlement Class Member.

6. CLAIMS PROGRAM ADMINISTRATION

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

6.1.1 entry of the Approval Order;

6.1.2 the occurrence of the Effective Date; and

6.1.3 the satisfaction of any other conditions set forth in this Settlement Agreement.

6.2 Class Counsel and the Defendants shall cooperate to select an Administrator to (a) provide notice to the Settlement Class of the Settlement Approval Hearing (the Pre-Approval Notice); and, if approved, (b) provide notice to the Settlement Class of the settlement

approval (the Approval Notice); and (c) administer the Settlement Agreement, subject to approval by the Court.

6.3 **Language.** The administration of this Settlement shall be fully bilingual. For greater certainty, the Settlement Website(s), the Claim Form, the Claims Program, and any telephone services or correspondences provided by the Administrator to Settlement Class Members, shall be available in both English and French.

6.4 **Settlement Administration.** The 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 Administrator's duties include, but are not limited to: (a) oversight of the Settlement Website(s) (described below in section 7.7); (b) administration of Claims and issuance of payments 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 7.6); and (d) forwarding written inquiries to Class Counsel or Kia or Hyundai for a response, if warranted. The 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 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.

6.5 **Claims Program.** Subject to section 6.1, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Claims Program is to be implemented by the Administrator, working with Hyundai Canada and Kia Canada.

6.6 Claims may be submitted, at the election of the Claimant, by mail, email, or (if available) electronically through the Settlement Website(s).

6.7 The mailing address and email address to which Claimants may submit Claims shall be posted prominently in each of the following locations: the long-form Pre-Approval Notice, the Approval Notice, the Claim Form, and the Settlement Website(s).

6.8 The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular mail instead of email. If the Administrator has an email address for a Claimant and the Claimant did not indicate on the Claim Form that he/she/they prefer(s) to communicate via regular mail, the Administrator shall respond by email. In instances in which regular mail is used, the Administrator shall respond using the address provided on the Claim Form unless the Claimant provides an updated address to the Administrator.

6.9 Upon receipt of a Claim, the 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 reimbursement owed.

6.10 The Administrator will provide written notice to the Claimant, within sixty (60) days of receiving the Claim, of its initial determination of the Claim, including notification of any deficiency in required documentation; what documents are needed for Claims determination; the amount proposed to reimburse the Claimant, if any; the basis for the decision to deny or pay less than a full reimbursement; and the Claimant's right to attempt to cure any deficiency that led to the award of less than full reimbursement. The sixty (60)-day time period is subject to reasonable extension depending on Claims volume.

6.11 A Claimant may within forty-five (45) days of receiving notice of deficiency submit the information and/or documentation identified as lacking in the Claim. The Administrator will have forty-five (45) days from the date of the cure attempt to provide written notice to the Claimant of its final determination regarding the total reimbursement, if any, to be paid to the Claimant and the reasons for the reimbursement amount if less than requested.

6.12 If no cure attempt is made by the Claimant within forty-five (45) days of receiving the notice of deficiency, then it will be assumed that the Claimant has accepted the Administrator's initial determination, at which point the Administrator will provide the Claimant with its final determination regarding the total reimbursement, if any, to be paid to the Claimant.

6.13 The final determination by the Administrator is not appealable. Counsel for the Parties shall, upon the request of the other, meet and confer by telephone or other electronic means to discuss implementation of the Settlement Agreement and any claims administration issues, and to attempt to resolve any issues raised by the Parties, Settlement Class Members, or the Administrator. The Court shall retain jurisdiction to resolve any disputes that arise between the Parties regarding the administration of the Claims Program or the performance of the Administrator.

6.14 Payments by the Administrator to Eligible Claimants shall be made by cheque or, if feasible in the circumstances based on coordination between the Administrator and Hyundai Canada or Kia Canada (as applicable), by INTERAC e-Transfer.

6.15 No materials submitted to the Administrator by any Claimant will be returned to the Claimant.

6.16 **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. 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 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 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.

6.17 **Reporting.** The Administrator will prepare periodic reports on the progress and status of the Claims Program that shall be provided to Hyundai Canada, Kia Canada, and Class Counsel. Unless otherwise reasonably requested by Hyundai Canada, Kia Canada, and Class Counsel, the 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 Hyundai Canada, Kia Canada, and Class Counsel to assess the Claims Program's progress. Upon request of any of the Parties, the Administrator shall also provide to Class Counsel, Hyundai Canada, and Kia Canada a copy of any final determination notice sent by the Administrator pursuant to section 6.12, along with a copy of the applicable Claim Form and other documentation associated with the Claim.

6.18 **Final Report**. When the Claims Program is concluded, the Administrator must provide a final report to the Court, as necessary, Hyundai, Kia, and Class Counsel detailing the number of Eligible Claimants that received benefits under the Settlement and the total value of those benefits. When the Claims Program is concluded, the Administrator will also provide a report to Hyundai, Kia, and Class Counsel concerning any cheques for the payment of Claims that remain uncashed.

6.19 **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 Administrator, Hyundai, Kia, Authorized Dealers, Class Counsel, and the Court 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 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 Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information.

7. NOTICE TO THE SETTLEMENT CLASS

7.1 The Parties agree that reasonable notice shall be given to the Settlement Class pursuant to orders of the Court. To distribute such notice, Hyundai, Kia, and Class Counsel have agreed to engage the Administrator to advise them with respect to the Notice Program. Settlement Class Notices shall include, but not be limited to, the dissemination of the Pre-Approval Notice as set forth in sections 7.2 and 7.3. The Notice Program and mechanisms for distributing the Settlement Class Notices shall be subject to approval of the Court.

7.2 **Pre-Approval Notice.** Short-form notices in English and French shall be published on the Internet and made available through links on digital and/or social media advertisements in accordance with the directions of the Court in its Pre-Approval Order beginning within thirty (30) days after the issuance of the Pre-Approval Order. Short-form notices shall also be: (a) emailed to all potential Settlement Class Members (i) for whom Hyundai Canada or Kia Canada 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 Hyundai Canada or Kia Canada has only a valid mailing address, (ii) who have contacted Class Counsel and provided only a mailing address as their contact information, and/or (iii) of whom Hyundai Canada or Kia Canada is aware because they have other ongoing claims pending against Hyundai or Kia relating to a Released Claim. These short-form notices shall include details of, amongst other things, where to access the Settlement Website(s) on which English-language and French-language versions of a long-form notice shall be made available.

7.3 The long-form notice shall include all information required by statute, including article 579 of the Québec *Code of Civil Procedure*, notably: (a) that this Settlement Agreement is contingent upon the Court's Approval Order; (b) that Settlement Class Members may elect to opt out of the Settlement Class by submitting a completed Opt-Out Form to the Administrator no later than the Opt-Out Deadline; (c) that Settlement Class Members 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 8.3 to the Administrator no later than the Objection Deadline; (d) that any Settlement Class Member may enter an appearance at the Settlement Approval Hearing, including through

counsel of his/her/their choice, at their own expense; and (e) that any Settlement Class Member who does not give proper and timely notice of their intention to opt out of the Settlement Class will be bound by the Approval Order, even if he/she/they has/have objected to this Settlement Agreement or have other claims pending against Hyundai or Kia relating to a Released Claim.

7.4 Hyundai and Kia shall have the right to monitor, inspect, and audit the costs of the Settlement Class Notices.

7.5 The Administrator shall, no later than seven (7) days before the scheduled Settlement Approval Hearing, deliver to Hyundai, Kia, and Class Counsel an affidavit describing the publications and mailings described in sections 7.2 and 7.3 so that Class Counsel may include this affidavit as proof of the Notice Program in its motion for Settlement Approval.

7.6 A Canadian toll-free settlement phone number shall be included in the Settlement Class Notices (the "**Settlement Phone Number**"). The Administrator shall manage a call centre for the Settlement Phone Number, which Settlement Class Members can call to receive information in English and French about (amongst 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 7.3 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 Hearing.

7.7 **Approval Notice.** Short-form notices in English and French shall be published on the Internet and made available through links on digital and/or social media advertisements in accordance with the directions of the Court in its Approval Order beginning within thirty (30) days of the Effective Date, and shall also be disseminated in a similar manner to the short-form Pre-Approval Notices as described above in section 7.2.

7.8 Following the adjudication and payment of all Claims under the Claims Program, the Administrator shall deliver to Hyundai, Kia, and Class Counsel an affidavit describing the

publications and mailings described in section 7.7 so that Class Counsel may include this affidavit as proof of the Approval Notice in any final reporting to the Court.

7.9 **Settlement Website(s).** If the Pre-Approval Order is granted, Hyundai, Kia, and Class Counsel shall cause public Internet website(s) in English and French concerning this Settlement Agreement to be established by the Pre-Approval Notice Date (the "**Settlement Website(s)**"). Hyundai, Kia, and the Administrator, as applicable, shall maintain the Settlement Website(s) throughout the Claims Program, subject to exceptional circumstances that result in or require the Settlement Website(s) to be taken down, or Class Counsel consents to the Settlement Website(s) being taken down, such consent not to be unreasonably withheld. The Settlement Website(s) – the domain names of which are subject to Class Counsel's approval – shall contain:

(a) the Opt-Out Deadline, the Objection Deadline, and the dates of relevant Court proceedings, including the Settlement Approval Hearing;

(b) the Settlement Phone Number;

(c) copies of this Settlement Agreement with signatures redacted, the Settlement Class Notices, and the Claim Form;

(d) instructions on how to obtain benefits under this Settlement Agreement;

(e) any orders issued in the Actions relevant to this Settlement; and

(f) any other information the Parties determine is relevant to the Settlement.

8. SETTLEMENT CLASS MEMBERS' RIGHTS TO OPT OUT AND OBJECT

8.1 The Court will appoint the Administrator to receive any (a) written objections to this Settlement Agreement and/or Counsel Fees, and any (b) Opt-Out Forms submitted to opt out of the Settlement Class.

8.2 Opt-Out Forms and written objections to this Settlement Agreement and/or Counsel Fees must be received by the Administrator by mail, courier, or email on or before the Opt-Out Deadline or Objection Deadline, as applicable.

8.3 All Opt-Out Forms and written objections to this Settlement Agreement and/or Counsel Fees shall be personally signed by the Settlement Class Member and shall include the following:

8.3.1 the Settlement Class Member's name, mailing address, telephone number, and email address (if available);

8.3.2 the model, model year, and VIN of the Settlement Class Vehicle;

8.3.3 a statement that the 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 and/or Counsel Fees, including all factual and legal grounds for the objection, as applicable; and

8.3.4 if objecting to this Settlement Agreement, whether the Settlement Class Member intends to appear in person or through counsel at the Settlement Approval Hearing and, if appearing by counsel, the name, address, telephone number, and email address of counsel.

8.4 Notwithstanding section 8.3, if a purported Settlement Class Member is deceased, a minor, or otherwise incapable of submitting an Opt-Out Form or written objection to this Settlement Agreement and/or Counsel Fees, as applicable, the Opt-Out Form or written objection, including the information required by section 8.3, as applicable, must be submitted along with the contact information of the person acting on behalf of the purported 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 purported Settlement Class Member. A power of attorney will not be recognized as valid by the Administrator in the place of a signature of a Settlement Class Member, except in the circumstances set out in this section.

8.5 Settlement Class Members who elect to opt out of the Settlement Class by submitting an Opt-Out Form may re-elect in writing to become Settlement Class Members, if their re-election request is received by the Administrator on or before the Opt-Out Deadline or,

thereafter, only by agreement of Hyundai Canada or Kia Canada, as applicable, and Class Counsel.

8.6 Any Settlement Class Member who elects to opt out of the Settlement Class by submitting an Opt-Out Form may not also object to this Settlement Agreement and/or Counsel Fees and submit a written objection, subject to Section 8.5. If a 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.

8.7 **Consequences of Failure to Opt Out in a Timely and Proper Manner.** All Settlement Class Members who do not submit an Opt-Out Form in a timely and proper manner will, in all respects, be bound by the terms of this Settlement Agreement, as approved by the Approval Order.

8.8 Any Settlement Class Member who submits a written objection shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved by the Court in the Approval Order, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of a Claim Form and other requirements herein.

8.9 The Administrator shall provide copies of all received Opt-Out Forms and written objections to Hyundai, Kia, and Class Counsel 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.

8.10 The Administrator shall, no later than seven (7) days before the scheduled Settlement Approval Hearing, provide to Hyundai, Kia, and Class Counsel an affidavit reporting on the number of Opt-Out Forms and re-elections received on or before the Opt-Out Deadline, and compiling the written objections received on or before the Objection Deadline, and detailing the number of Opt-Out Forms and written objections by brand of Settlement Class Vehicle, so that Class Counsel may include this affidavit in its motion for Settlement Approval.

9. COOPERATION TO ANNOUNCE AND IMPLEMENT THE SETTLEMENT

9.1 The Parties may publicly release and announce the fact and terms of the Settlement Agreement, subject to the Parties reaching mutual written consent on the contents of the press release.

9.2 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.

9.3 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.

9.4 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.

9.5 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 any means practicable to discuss the implementation of this Settlement Agreement and to attempt to resolve any issues raised by the Parties, Settlement Class Members, or the Administrator.

9.6 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

9.7 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 Court to resolve such matters.

10. RELEASE AND WAIVER

10.1 The Parties agree to the following "**Settlement Class Release**" that shall take effect upon entry of the Approval Order.

10.2 **Settlement Class Release.** In consideration of this Settlement Agreement, the Releasors fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all Released Claims.

10.3 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.

10.4 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.

10.5 **Possible Future Claims.** For the avoidance of doubt, the Releasors 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 the Settlement Class, as represented by 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 that 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.

10.6 **Actions or Proceedings Involving Released Claims.** Settlement Class Members expressly agree that the Settlement Class Release, and the Approval Order, 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. The Releasors 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 Releasees 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 13.1. If a Settlement Class Member commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Releasees 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 13.1; and (b) if permitted by law, the respective Releasees 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 their 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.

10.7 **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.

10.8 **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 Releasees, 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.

10.9 **Release Not Conditioned on Claim or Payment.** The Settlement Class Release shall be effective with respect to all Releasors, including all Settlement Class Members, regardless of whether those Settlement Class Members ultimately file a Claim or receive compensation under this Settlement Agreement.

10.10 **Basis for Entering Release.** Class Counsel acknowledges that it has conducted sufficient independent investigation and discovery to recommend the approval of this Settlement Agreement to the Court, and that it executes this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Releasees or any person or entity representing the Releasees, 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.

10.11 **Material Term.** The Settlement Class Representatives and Class Counsel hereby agree and acknowledge that this section 10 was separately bargained for and constitutes a key, material term of this Settlement Agreement that shall be reflected in the Approval Order. The failure of the Court to approve this Settlement Agreement, the Settlement Class Release, and the dismissals and other terminations of proceedings involving Released Claims contemplated in sections 10.6 and 13.1, or if the 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.

10.12 **Releasees' Release of Settlement Class Representatives, the Settlement Class and Class Counsel.** Upon the Effective Date, the Releasees 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 portions of the Actions pertaining to the Released Claims.

10.13 **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 Releasees, 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.

10.14 **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.

11. CLASS COUNSEL FEES

11.1 The Defendants and Class Counsel acknowledge that they have not discussed Class Counsel's legal fees and disbursements prior to agreement on the terms of this Settlement Agreement.

11.2 Following execution of this Settlement Agreement, the Parties will confer on Class Counsel's legal fees and reasonable and appropriate disbursements and expenses, which will not be paid or deducted from benefits to Settlement Class Members.

11.3 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 Actions relating to the Released Claims and to produce this Settlement Agreement, as approved by the Court ("**Counsel Fees**").

11.4 If the Defendants and Class Counsel reach an agreement on the amount of Counsel Fees, Class Counsel will submit the negotiated amount to the Court for approval.

11.5 If the Defendants and Class Counsel do not reach an agreement as to the amount of Counsel Fees, Class Counsel will bring a motion to the Court for a determination of the issue of Counsel Fees.

11.6 Class Counsel and the Defendants, as applicable, shall have the right to appeal from orders relating to Counsel Fees. Class Counsel will not seek additional counsel fees and costs after the Court approves an award of Counsel Fees.

11.7 Counsel Fees will become payable within sixty (60) days following the later of: (a) the date when the order on Counsel Fees to be paid by the Defendants becomes final and non-appealable; and (b) the date when the Approval Order becomes final and non-appealable.

12. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

12.1 The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court, provided, however, that after entry of the Approval Order, 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 Court approval, if such changes are consistent with the Approval Order and do not limit the rights of Settlement Class Members under this Settlement Agreement.

12.2 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 Court.

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

12.3.1 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 3.7, 3.10, 6.19, 10.13, 10.14, 12.3, 13.3, 13.4, 13.5, 13.6 and 14.5, and any definitions and/or exhibits applicable thereto;

12.3.2 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;

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

12.3.4 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;

12.3.5 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; and

12.3.6 within ten (10) business days of such termination or invalidation, Class Counsel shall destroy all non-public information provided to them by the Defendants in connection with this Settlement Agreement or materials reflecting such information, and, to the extent Class Counsel has disclosed any non-public information provided by the Defendants in connection with this Settlement Agreement to the Administrator, Class Counsel shall recover and destroy such information. Class Counsel shall provide the Defendants with a written certification of such destruction.

13. TERMINATION OF CLASS ACTIONS, JURISDICTION OF THE COURT

13.1 The Approval Order will be sought from the Court. 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 Order is issued and entered, Class Counsel will discontinue, without costs, the British Columbia Action and the Québec Action.

13.2 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.

13.3 **Court's Ongoing and Exclusive Jurisdiction.** The Court shall retain ongoing and exclusive jurisdiction over the Settlement Class's claims in order to resolve any dispute or other matters that may arise in the implementation of this Settlement Agreement or the Approval Order. This shall include any dispute regarding the validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement Agreement.

13.4 In the alternative, if the Approval Order is required and made by the Ontario Superior Court of Justice and either or both of the Superior Court of Québec and the Supreme Court of British Columbia, the Ontario Superior Court of Justice and the Superior Court of Québec and/or the Supreme Court of British Columbia shall retain jurisdiction to resolve any dispute that may arise in relation to the Settlement Class or any member thereof. For clarity, the Ontario Superior Court of Justice shall retain ongoing and exclusive jurisdiction to resolve any dispute that may arise in relation to the validity, performance, interpretation, enforcement, enforceability, or termination of this Settlement Agreement, except any dispute specifically related to the Claim of a Settlement Class Member residing in Québec, which shall be determined by the Superior Court of Québec, or any dispute specifically related to the Claim of a Settlement Class Member residing in British Columbia, which shall be determined by the Supreme Court of British Columbia.

13.5 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.

13.6 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 Court before it becomes effective.

14. OTHER TERMS AND CONDITIONS

14.1 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.

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

14.3 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.

14.4 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 the 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 applicable 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.

14.5 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 confidential and proprietary business information, shall be treated as confidential settlement discussions and must not be disclosed publicly or to any other person at any time, unless otherwise required by law. 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. Any information or materials provided by Hyundai and Kia to Class

Counsel through the settlement process shall be destroyed once the Settlement is complete and the Ontario Action has been dismissed.

14.6 This Settlement Agreement sets forth the entire agreement amongst 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 amongst or between them. 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.

14.7 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.

14.8 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 et consenti à ce que la présente convention et tous les documents connexes soient rédigés en anglais. A French-language translation of the Settlement Agreement and related notice documents, including the Settlement Class Notices, will be prepared, at the reasonable expense of Hyundai and Kia, and filed with the Court, no later than the date that the Pre-Approval Order is granted. The Parties agree that such translation is for convenience only.

14.9 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 and Ilan Ishai
BENNETT JONES LLP
3400 One First Canadian Place
100 King St W
Toronto, ON M5X 1A4
Email: woodinc@bennettjones.com; ishaii@bennettjones.com

If to the Settlement Class, then to:	Jay Strosberg or Justin Smith STROSBERG WINGFIELD SASSO LLP 1561 Ouellette Ave Windsor, ON N8X 1K5 Email: jay.strosberg@swslitigation.com; justin.smith@swslitigation.com AND Matthew Baer or Chelsea Smith McKENZIE LAKE LAWYERS LLP 1800-140 Fullarton St London, ON N6A 5P2 Email: matt.baer@mckenzielake.com; chelsea.smith@mckenzielake.com AND K.S. Garcha DUSEVIC & GARCHA 210-4603 Kingsway Burnaby, BC V5H 4M4 Email: ksgarcha@dusevicgarchalaw.ca AND Me Christine Nasraoui MERCHANT LAW GROUP LLP T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Email: cnasraoui@merchantlaw.com

14.11 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.

14.12 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.

14.13 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.

14.14 This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.

14.15 The Parties have executed this Settlement Agreement as of the date on the cover page.

Counsel for the Settlement Class Representatives, Brian McCloskey and Krystan Kapron:

By: Matthew Baer
McKENZIE LAKE LAWYERS LLP
1800-140 Fullarton St
London, ON N6A 5P2
Email: matt.baer@mckenzielake.com

By: Jay Strosberg
STROSBERG WINGFIELD SASSO LLP
1561 Ouellette Ave
Windsor, ON N8X 1K5
Email: jay.strosberg@swslitigation.com

Counsel for the Settlement Class Representative, John Kevin Killoran:

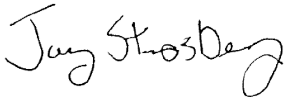
By: K.S. Garcha
DUSEVIC & GARCHA
210-4603 Kingsway
Burnaby, BC V5H 4M4
Email: ksgarcha@dusevicgarchalaw.ca

Counsel for the Settlement Class Representatives, Patrick Roy and Karine Bolduc:

By: Me Christine Nasraoui
MERCHANT LAW GROUP LLP
T500-3055 St-Martin Blvd W
Laval, QC H7T 0J3
Email: cnasraoui@merchantlaw.com

Counsel for the Settlement Class Representatives, Brian McCloskey and Krystan Kapron:

By: Matthew Baer
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London, ON N6A 5P2
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By: Jay Strosberg
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Windsor, ON N8X 1K5
Email: jay.strosberg@swslitigation.com

Counsel for the Settlement Class Representative, John Kevin Killoran:

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210-4603 Kingsway
Burnaby, BC V5H 4M4
Email: ksgarcha@dusevicgarchalaw.ca

Counsel for the Settlement Class Representatives, Patrick Roy and Karine Bolduc:

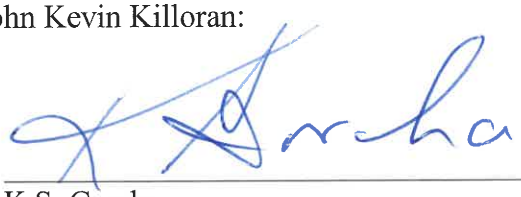
By: Me Christine Nasraoui
MERCHANT LAW GROUP LLP
T500-3055 St-Martin Blvd W
Laval, QC H7T 0J3
Email: cnasraoui@merchantlaw.com

Counsel for the Settlement Class Representatives, Brian McCloskey and Krystan Kapron:

By: Matthew Baer
McKENZIE LAKE LAWYERS LLP
1800-140 Fullarton St
London, ON N6A 5P2
Email: matt.baer@mckenzielake.com

By: Jay Strosberg
STROSBERG WINGFIELD SASSO LLP
1561 Ouellette Ave
Windsor, ON N8X 1K5
Email: jay.strosberg@swslitigation.com

Counsel for the Settlement Class Representative, John Kevin Killoran:



By: K.S. Garcha
DUSEVIC & GARCHA
210-4603 Kingsway
Burnaby, BC V5H 4M4
Email: ksgarcha@dusevicgarchalaw.ca

Counsel for the Settlement Class Representatives, Patrick Roy and Karine Bolduc:

By: Me Christine Nasraoui
MERCHANT LAW GROUP LLP
T500-3055 St-Martin Blvd W
Laval, QC H7T 0J3
Email: cnasraoui@merchantlaw.com

Counsel for the Settlement Class Representatives, Brian McCloskey and Krystan Kapron:

By: _____
Matthew Baer
McKENZIE LAKE LAWYERS LLP
1800-140 Fullarton St
London, ON N6A 5P2
Email: matt.baer@mckenzielake.com

By: _____
Jay Strosberg
STROSBERG WINGFIELD SASSO LLP
1561 Ouellette Ave
Windsor, ON N8X 1K5
Email: jay.strosberg@swslitigation.com

Counsel for the Settlement Class Representative, John Kevin Killoran:

By: _____
K.S. Garcha
DUSEVIC & GARCHA
210-4603 Kingsway
Burnaby, BC V5H 4M4
Email: ksgarcha@dusevicgarchalaw.ca

Counsel for the Settlement Class Representatives, Patrick Roy and Karine Bolduc:

By: _____
Me Christine Nasraoui
MERCHANT LAW GROUP LLP
T500-3055 St-Martin Blvd W
Laval, QC H7T 0J3
Email: cnasraoui@merchantlaw.com

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



By: Cheryl Woodin and Ilan Ishai
BENNETT JONES LLP
3400 One First Canadian Place
100 King St W
Toronto, ON M5X 1A4
Email: woodinc@bennettjones.com;
ishaii@bennettjones.com

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



Name: David Badurina
Title: Director, Corporate Affairs and General Counsel

I have the authority to bind the corporations.

Kia Canada Inc., Kia America, Inc., Kia Corporation, Kia Georgia, Inc.:

Name:
Title:

I have the authority to bind the corporations.

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

By: _____
Cheryl Woodin and Ilan Ishai
BENNETT JONES LLP
3400 One First Canadian Place
100 King St W
Toronto, ON M5X 1A4
Email: woodinc@bennettjones.com;
ishaii@bennettjones.com

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

_____
Name:
Title:

I have the authority to bind the corporations.

Kia Canada Inc., Kia America, Inc., Kia Corporation, Kia Georgia, Inc.:

_____
Name: Hyunjung Hwang
Title: President & CEO

I have the authority to bind the corporations.

A435

EXHIBIT A

SETTLEMENT CLASS VEHICLES

EXHIBIT "A" - SETTLEMENT CLASS VEHICLES

Hyundai Vehicles		
VEHICLE MODEL	**MODEL YEARS**	**ENGINE TYPE**
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Kia Vehicles		
VEHICLE MODEL	**MODEL YEARS**	**ENGINE TYPE**
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

EXHIBIT B

SHORT-FORM PRE-APPROVAL NOTICE

HYUNDAI ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

A Canada-wide class action Settlement has been reached involving the following Hyundai-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI

IF YOU OWN(ED) OR LEASE(D) ONE OF THESE VEHICLES, THE PROPOSED 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 Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after receiving this Notice and you traded it in for another Hyundai-brand vehicle.

SETTLEMENT APPROVAL HEARING: The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on [**INSERT DATE, TIME**], before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on ●. The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but that amount will be paid separately and will not reduce the settlement benefits. Check the settlement website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and/or Counsel Fees, and attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Hyundai, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the contact information below.

To obtain more information, visit [INSERT SETTLEMENT WEBSITE], call [INSERT PHONE NUMBER], or email ●.

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

DUSEVIC & GARCHA
Telephone: 1-844-878-0444
Email: hyundaikia@dusevicgarchalaw.ca

In Québec:

MERCHANT LAW GROUP LLP
Telephone: (514) 536-3330
Email: hyundaikia@merchantlaw.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Une version française de cet Avis est disponible sur le site web ● ou par courriel (●).

KIA ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

A Canada-wide class action Settlement has been reached involving the following Kia-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

IF YOU OWN(ED) OR LEASE(D) ONE OF THESE VEHICLES, THE PROPOSED 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 Kia. The lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or,
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after receiving this Notice and you traded it in for another Kia-brand vehicle.

SETTLEMENT APPROVAL HEARING: The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE, TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on ●. The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but that amount will be paid separately and will not reduce the settlement benefits. Check the settlement website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and/or Counsel Fees, and attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Kia, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the contact information below.

To obtain more information, visit [INSERT SETTLEMENT WEBSITE], call [INSERT PHONE NUMBER], or email ●.

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

DUSEVIC & GARCHA
Telephone: 1-844-878-0444
Email: hyundaikia@dusevicgarchalaw.ca

In Québec:

MERCHANT LAW GROUP LLP
Telephone: (514) 536-3330
Email: hyundaikia@merchantlaw.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Une version française de cet Avis est disponible sur le site web ● ou par courriel (●).

EXHIBIT C

LONG-FORM PRE-APPROVAL NOTICE

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

If you bought or leased any of the following Hyundai-brand vehicles in Canada (the "**Settlement Class Vehicles**"), you may benefit from a proposed class action Settlement:

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI

Your legal rights may be affected regardless of whether or not you act. Read this Notice carefully.

- Une version française de cet Avis est disponible sur le site web (●) ou par courriel (●).

- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:

    - ***McCloskey and Kapron v. Kia Canada Inc. et al.***, Ontario Superior Court of Justice File No. CV-22-00675588-00CP;
    - ***Killoran v. Hyundai Auto Canada Corp. et al.***, Supreme Court of British Columbia File No. S-213324; and
    - ***Roy et al. v. Hyundai Auto Canada Corp. et al.***, Superior Court of Québec File No. 500-06-001136-213.

  You are receiving this Notice because the records of Hyundai Auto Canada Corp. ("**Hyundai Canada**"), Hyundai Motor Company, Hyundai Motor America, Inc., and/or Hyundai Motor Manufacturing Alabama, LLC (collectively, "**Hyundai**") indicate that you may be entitled to claim certain settlement benefits offered by this proposed Settlement.

- These lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or

engine 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 "**Settlement Class Members**" and are collectively the "**Settlement Class**." Settlement Class Members may be entitled to settlement benefits if they submit a valid and timely Claim that is approved pursuant to the review process described in this Notice and approved by the Court.

Potential Settlement Benefits:

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to certain past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after experiencing engine troubles and you traded it in for another Hyundai-brand vehicle.

Settlement Approval Hearing:

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice (the "**Court**"), 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

The legal fees to Class Counsel ("**Counsel Fees**") may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

Your Legal Rights and Options:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved. Check the Administrator's website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

- You can **object** to the proposed Settlement and/or Counsel Fees, and, if you wish to do so, attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the proposed Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Hyundai, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Opt-Out Form or the process to submit an objection, or to obtain more information, please visit the Administrator online at ●, by phone at ●, or by email at ●.

Your legal rights and options—**and the deadlines to exercise them**—are explained in more detail in this Notice. Please read this Notice carefully.

BASIC INFORMATION **6**

1. Why did I receive this Notice? 6
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BASIC INFORMATION

1. Why did I receive this Notice?

You are receiving this Notice because Hyundai's records indicate that you bought or leased a Settlement Class Vehicle in Canada. You may be entitled to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have the right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what settlement benefits are available, who is eligible for settlement benefits, and how to make a Claim for those settlement benefits.

You should read this entire Notice carefully.

2. What are these lawsuits 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 an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Hyundai denies the Representative Plaintiffs' allegations. None of the allegations against Hyundai have been proven and Hyundai has not been found liable for any of the claims raised in the lawsuits. The Parties have instead agreed to settle the lawsuits.

These class action lawsuits consist of the following: *McCloskey and Kapron v. Kia Canada Inc. et al.*, bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP; *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324; and *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213. The Parties are seeking approval of the proposed Settlement from the Ontario Superior Court of Justice on behalf of the national Settlement Class, which includes Settlement Class Members in all Canadian provinces and territories, including Québec and British Columbia.

3. Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable settlement benefits without the delay and uncertainty of trial. The proposed Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right. The Defendants deny all of the allegations made in the lawsuits.

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

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement, along with its exhibits, describes in greater detail the rights and obligations of all the Parties and is available at **[INSERT SETTLEMENT WEBSITE]**. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE PROPOSED SETTLEMENT?

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

You are a Settlement Class Member if you are a person (including an individual or entity) who purchased or leased a Settlement Class Vehicle in Canada. Not all Settlement Class Members are eligible to receive settlement benefits. Some exceptions apply (see question 5).

5. Who is excluded from the proposed Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if you are an Excluded Person. Excluded Persons are:

- the Defendants and their directors and officers;
- anyone who validly opts out of the proposed Settlement;
- anyone who purchased a Settlement Class Vehicle that had, prior to its 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);
- current or former owners or lessees of a Settlement Class Vehicle who previously 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 in the proposed Settlement?

The "**Settlement Class Vehicles**" are Hyundai-brand vehicles that were originally sold or leased in Canada, were manufactured before the Knock Sensor Detection System (defined below) was incorporated into their production, and are of a model type and model year and equipped with an engine as follows: 2014-2016 model year Hyundai Elantra vehicles with a Nu 2.0-litre gasoline direct injection ("**GDI**") engine; 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-litre GDI engine; 2014-2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-litre GDI engine; 2010-2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine; 2012 model year Hyundai Santa Fe vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine; 2011-2013 and 2016 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine; 2011-2015 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Theta II 2.4-litre MPI engine; 2016-2019 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine; 2010-2013 model year Hyundai Tucson vehicles with a Theta

II 2.4-litre MPI engine; 2014-2021 model year Hyundai Tucson vehicles with a Nu 2.0-litre GDI engine; 2012-2017 model year Hyundai Veloster vehicles with a Gamma II 1.6-litre GDI engine; and 2015-2016 model year Hyundai Veloster vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine.

7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?

Yes. You do not have to have experienced an engine seizure, engine failure, and/or engine fire to be included in this proposed Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the warranty extension.

8. What should I do if I am still not sure whether I am included?

If you are still not sure whether you are included in the Settlement Class, you can ask for help for free by reaching out to the Administrator. You can visit the settlement website at **[INSERT SETTLEMENT WEBSITE]**. You can also call or email the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]** and ask whether your vehicle is included in the proposed Settlement.

Whether you visit the settlement website or call or email the Administrator, 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 proposed Settlement provide?

The proposed Settlement provides the following settlement benefits:

1. Warranty Coverage Extension for Engine Issues Arising from Connecting Rod Bearing Failure

    (i) Product Improvement Campaigns

The Defendants have implemented in Canada voluntary safety recalls in the form of product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in the class actions (the **"Product Improvement Campaigns"**). The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements. The relevant Transport Canada recalls are as follows:

RECALL	VEHICLES COVERED	ENGINE TYPE

2020-592	Sonata Hybrid and Plug-in Hybrid MY 2011-2013, 2016 Santa Fe MY 2012 Veloster MY 2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI
2021-573	Sonata Hybrid MY 2017 Tucson MY 2017	Nu 2.0-litre GDI
2021-033 and 2021-612	Sonata Hybrid MY 2011-2015 Tucson MY 2010-2013	Theta II 2.4-litre MPI
2021-674	Santa Fe MY 2010-2012 Veloster MY 2012-2017	Theta II 2.4-litre MPI or Gamma II 1.6-litre GDI
2022-107	Sonata Hybrid and Plug-in Hybrid MY 2017	Nu 2.0-litre GDI
2021-034, 2021-575 and 2022-244	Elantra MY 2014-2016 Elantra Coupe MY 2014 Elantra GT MY 2014-2020 Sonata Hybrid and Plug-in Hybrid MY 2016-2019 Tucson MY 2014-2021	Nu 2.0-litre GDI

The Product Improvement Campaigns offered the implementation of a Knock Sensor Detection System ("**KSDS**") update to Settlement Class Members free of charge. The Product Improvement Campaigns included, upon implementation of a KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure.

(ii) The Extended Warranty

Under the proposed Settlement, Hyundai Canada will sustain in full effect the Extended Warranty provided through the Product Improvement Campaigns for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect (defined below), for the following durations:

a) 12-year/200,000 kilometres, whichever is earlier, for Hyundai Santa Fe MY 2010-2011, Hyundai Sonata Hybrid and Plug-in Hybrid MY 2011, and Hyundai Tucson MY 2010-2011 Settlement Class Vehicles; and

b) 10-year/200,000 kilometres, whichever is earlier, for all other Settlement Class Vehicles.

The Extended Warranty covers any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and to the rest of the long block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles. The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

For the 90-day period immediately following the Effective Date of the Settlement, all Settlement Class Vehicles that have not already received an inspection under one of the Product Improvement Campaigns or recalls referenced above will be eligible to schedule a free inspection at a Hyundai-Authorized Dealer, if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test.

The Extended Warranty will cover all costs associated with any Qualifying Repair (defined on page 12), including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by engine malfunction. Hyundai-Authorized Dealers will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Hyundai will provide reimbursement of reasonable rental car, ride-sharing, or other transportation expenses up to $100 per day, unless there is KSDS Installation Neglect (defined below).

Settlement Class Members are eligible for an inspection or a Qualifying Repair (as defined on page 12) under the Extended Warranty even if the Qualifying Repair was necessitated by the owner or lessee because of improper service or maintenance (except in instances of Maintenance Gaps, as defined below). However, Hyundai Canada or its Authorized Dealers are not required to repair engines or provide new engines under the Extended Warranty or to provide any other compensation for Settlement Class Vehicles previously branded or salvaged or junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire (as defined on pages 14 and 14).

(iii) Denial of the Extended Warranty

The Extended Warranty may be denied where the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, which have the following meanings:

- **Maintenance Gaps** means a situation where,

  - for all Settlement Class Vehicles except ones with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres/12 months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000 kilometres/6 months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

    for all Settlement Class Vehicles with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or 12 months, whichever is earlier, up to a mileage of 160,000 kilometres and at a frequency of at least one every 6,000 kilometres/6 months after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

  - based on an inspection, at Hyundai's expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such

lack of maintenance was due to a Qualifying Failure or Qualifying Fire, defined on pages 14 and 14).

- **KSDS Installation Neglect** has different meanings depending on the context.

  - For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure of a Settlement Class Member to obtain the KSDS update before experiencing an otherwise covered engine failure unless such engine failure occurs within 150 days of this Notice being issued.

  - For the purposes of determining eligibility for non-Extended Warranty benefits, KSDS Installation Neglect means the failure of a Settlement Class Member to have the KSDS update installed within 150 days of this Notice being issued. KSDS Installation Neglect will not apply where:

    - Settlement Class Members brought their Settlement Class Vehicles to a Hyundai-Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign or recall, but the Authorized Dealer failed to install the KSDS and documents from that time do not show that the Settlement Class Member refused the KSDS installation; or

    - Settlement Class Members made an appointment with a Hyundai-Authorized Dealer within 150 days of this Notice being issued to have the KSDS installed, but the appointment was cancelled by the Hyundai-Authorized Dealer through no fault of the Settlement Class Member.

  KSDS Installation Neglect will not bar you from obtaining benefits under the Settlement if the Qualifying Repair (defined on page 12), Qualifying Fire, or Qualifying Failure (defined on pages 14 and 14) for which you seek compensation occurred at some point before 150 days following the issuance of this Notice and before the installation of the KSDS.

You do **not** need to submit a Claim Form to receive this warranty extension under this proposed Settlement. The Extended Warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty. You should retain all vehicle maintenance records. You may be required to provide records for vehicle maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

2. Reimbursement for Past Qualifying Repairs

Unless Maintenance Gaps exist, money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs, as defined below) 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 have been completed before this Notice was issued and within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING REPAIRS"

- A Qualifying Repair is a completed repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire. Any repair, replacement, diagnosis, or inspection performed by a Hyundai-Authorized Dealer pursuant to any Transport Canada Recall referenced above constitutes a Qualifying Repair.

- A Qualifying Repair does not include repairs related to Maintenance Gaps or KSDS Installation Neglect, repairs unrelated to engine short block manufacturing issues, repairs where an investigation or inspection revealed an unrelated cause, or repairs related to a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire (defined on pages 14 and 14).

- Whether a repair constitutes a Qualifying Repair will be determined by the Administrator through a review of the repair documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(c) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on grounds of improper service or maintenance (except in cases of Maintenance Gaps as defined on page 10), and even if the repairs were performed by an independent mechanic.

(i) Credit for Free Oil and Filter Change and Tire Rotation

Unless Maintenance Gaps exist, Claimants who were initially denied warranty coverage for a Qualifying Repair for their Settlement Class Vehicle prior to receiving the Approval Notice are entitled to claim a credit for a free oil and filter change and tire rotation at a Hyundai-Authorized Dealer, valid for one year from the date it is issued. To obtain this credit, Settlement Class Members must provide the name of the Authorized Dealer that denied the in-warranty repair, and the approximate date when the Claimant presented the Settlement Class Vehicle for repair.

3. Reimbursement for Repair-Related Transportation and Towing Expenses

Money you spent on towing services will be reimbursed in full, and if a loaner vehicle was not provided to you by Hyundai Canada, money you spent on rental cars, ride-sharing or alternative transportation service expenses will be reimbursed up to $100 per day, if:

- your Settlement Class Vehicle does not involve Maintenance Gaps or KSDS Installation Neglect;
- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- the expense was incurred no more than 15 business days before delivery of your Settlement Class Vehicle to the Authorized Dealer or mechanic for the Qualifying Repair, and up to 3 business days after you were notified that your Settlement Class Vehicle was ready to be picked up;
- you have not already been reimbursed in full for this expense; and
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

4. Credit for Inconvenience Due to Past Repair Delays

If you were required to wait 60 days or more to obtain a Qualifying Repair (as defined above) from a Hyundai-Authorized Dealer, you may be eligible to receive a dealer credit for use at a Hyundai-Authorized Dealer.

You will not be eligible to receive this credit where your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, or where you have already received an equivalent or higher payment or credit from Hyundai or a Hyundai-Authorized Dealer for any delay in obtaining a Qualified Repair.

In order to receive this credit, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

5. Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle has experienced a certain fire or failure (Qualifying Fires or Qualifying Failures, defined below), you will be reimbursed for money you spent on certain expenses reasonably related to the fire or failure, based on the following requirements:

(a) DATE OF THE QUALIFYING FAILURE OR QUALIFYING FIRE

- The Qualifying Failure or Qualifying Fire must have occurred within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date

of first use or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING FAILURES"

- A Qualifying Failure is an engine seizure, engine stall, or other vehicle incident, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair.

- An engine failure is not a Qualifying Failure if it was unrelated to the engine short block manufacturing issues, if it was due to Maintenance Gaps or KSDS Installation Neglect, or if it was due to an unrelated cause as revealed by an investigation or inspection.

- An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Hyundai-Authorized Dealer).

- Whether a failure constitutes a Qualifying Failure will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(c) TYPES OF "QUALIFYING FIRES"

- A Qualifying Fire is an engine compartment fire that would otherwise be addressed by a Qualifying Repair.

- An engine compartment fire is not a Qualifying Fire where the fire was unrelated to the engine short block manufacturing issues, due to Maintenance Gaps or KSDS Installation Neglect, caused by a third-party part installed on the Settlement Class Vehicle, or due to an unrelated cause as revealed by an investigation or inspection.

- An engine compartment fire that would otherwise be a Qualifying Fire will not qualify where documentation shows the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Hyundai-Authorized Dealer).

- Whether an engine compartment fire constitutes a Qualifying Fire will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(d) COVERED EXPENSES

- The following expenses will be reimbursed:

- towing expenses (reimbursed in full);
- if the Qualifying Failure or Qualifying Fire occurred within 240km of your nearest residence, transportation expenses on the day of the Qualifying Failure or Qualifying Fire (up to $125);
- if the Qualifying Failure or Qualifying Fire occurred more than 240km away from your nearest residence, transportation, lodging, and meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire (for a maximum of 3 days, up to $400 for the first day, $250 for the second day, and $130 for the third day).

- You will not receive compensation for these expenses if they were already reimbursed in full separately.
- You will not be reimbursed for any expense other than the ones listed above (i.e., lost wages).

(e) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

6. Reimbursement for Settlement Class Vehicles Sold/Traded-In at a Loss

Except where Maintenance Gaps exist, if your Settlement Class Vehicle experienced a Qualifying Failure or Qualifying Fire, and you sold or traded-in your Settlement Class Vehicle before this Notice was issued and without obtaining the required repair, you are entitled to reimbursement of the Fair Market Value of the Settlement Class Vehicle plus a goodwill payment of $200, minus the actual amount you received from the sale or trade-in.

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the sale/trade-in, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

7. Reimbursement for Loss of Settlement Class Vehicle by a Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle was deemed a total loss as a result of a Qualifying Fire that occurred within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or the date of first use, or 200,000 kilometres, whichever comes first, you will be eligible to receive reimbursement of the Fair Market Value of the Settlement Class Vehicle, plus a goodwill payment

of $200, minus any amount received for the Settlement Class Vehicle (i.e., from insurance proceeds or otherwise).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a valid Claim and make best efforts to obtain and submit documentation demonstrating that the fire originated within the engine compartment and was unrelated to any sort of collision.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

8. Trade-In Rebate Program

If, after this Notice is issued, you (a) lose faith in your Settlement Class Vehicle as a result of the allegations made in the class actions, (b) your Settlement Class Vehicle experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or 200,000 kilometres, whichever comes first, (c) you sell your Settlement Class Vehicle, and (d) you purchase a replacement Hyundai-brand vehicle from a Hyundai-Authorized Dealer, you may be entitled to a rebate.

You must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this) to be entitled to any rebate. The rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for your Settlement Class Vehicle, up to the following maximum amounts based on the model year of the Settlement Class Vehicle traded in: for model year 2010-2012 Settlement Class Vehicles, $3,000; for model year 2013-2014 Settlement Class Vehicles, $2,500; for model year 2015-2016 Settlement Class Vehicles, $2,000; and for model year 2017-2021 Settlement Class Vehicles, $1,500.

You will not be entitled to this rebate if your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect.

HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM

10. How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing being held on **[INSERT DATE]**, you may make a Claim by doing the following:

1) fill out the Claim Form (paper or online) available on the settlement website ([INSERT SETTLEMENT WEBSITE]) or by reaching out to the Administrator by phone ([INSERT PHONE NUMBER]) or by email ([INSERT EMAIL ADDRESS]);

2) include the supporting documentation specified on the Claim Form;

3) submit the Claim Form and supporting documentation to the Administrator online, by mail, or by email at the address listed on the Claim Form; and

4) do so by the Claims Deadline, which will be posted on the settlement website ([**INSERT WEBSITE**]) once determined by the Court.

Please keep a copy of your completed Claim Form and supporting documentation for your own records. Your completed Claim Form, and any other documents you submit with it, will not be returned to you.

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

11. If my Claim is successful, when will I receive my reimbursement/compensation?

In general, valid Claims will be paid as they are approved after the "**Effective Date**" (the date the Court order approving the Settlement has been issued and entered, if there are no appeals). If there are appeals, the Effective Date will be later. When the Effective Date becomes known, it will be posted at [**INSERT SETTLEMENT WEBSITE**].

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on [**INSERT DATE AND TIME**] before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8.

See question 22 for further information about the Settlement Approval Hearing.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [**INSERT SETTLEMENT WEBSITE**].

You may continue to check on the progress of the proposed Settlement by visiting the settlement website [**INSERT SETTLEMENT WEBSITE**] or by reaching out to the Administrator at [**INSERT PHONE NUMBER**] or [**INSERT EMAIL ADDRESS**].

12. Who will review my Claim?

A third-party Administrator will be appointed by the Court to administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Administrator and if the Claim is valid, the Administrator will send you the reimbursement or compensation directly.

13. What if my Claim is found to be incomplete?

The Administrator will review each Claim Form for completeness. If your Claim Form is found to be incomplete, the Administrator will let you know within sixty (60) days of receiving your Claim Form. You will then have an opportunity to submit the information and/or documentation identified as missing within forty-five (45) days of the date that the Administrator advises you that your Claim Form is incomplete.

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

Unless you exclude yourself in writing (opt out) from the Settlement Class, as described in the answer to question 15, you will be part of the Settlement Class and bound by the Settlement if the Settlement is approved by the Court. 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 **[INSERT SETTLEMENT WEBSITE]**) 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 the proposed 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 ● of the Settlement Agreement (available at **[INSERT SETTLEMENT WEBSITE]**) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

You will not be charged for contacting these lawyers. You may also hire your own lawyer for legal advice at your own cost.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to receive any benefits from the proposed Settlement, and you want to keep your legal rights, if any, 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 exclude yourself from (opt out of) the Settlement Class.

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

The deadline to exclude yourself or opt out of the Settlement Class is ●.

To exclude yourself from the Settlement, you must submit a signed and completed Opt-Out Form to the Administrator, by mail or email, on or before ●. The Opt-Out Form is available at [INSERT SETTLEMENT WEBSITE] or by phoning or emailing the Administrator at [INSERT PHONE NUMBER] or [INSERT EMAIL ADDRESS].

You can't exclude yourself on the phone or on any website. Please keep a copy of your signed and completed Opt-Out Form for your records.

If you exclude yourself or opt out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders in these class action lawsuits; and you will keep the right to sue Hyundai on your claims at your own expense.

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 deadline to exclude yourself is **[INSERT DATE]**.

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

No. If you exclude yourself from (opt out of) the Settlement Class, do not submit a Claim Form to ask for any reimbursement or compensation. 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.

For Canada (excluding Québec):	For Québec:

STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendants (Counsel Fees). It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for Counsel Fees. The Court may award less than the amount requested by Class Counsel. This amount 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 Counsel Fees by visiting **[INSERT SETTLEMENT WEBSITE]**.

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 AND/OR TO COUNSEL FEES

You can tell the Court that you don't agree with the proposed Settlement or some part of it, and/or the Counsel Fees request.

20. How do I tell the Court if I do not like the proposed Settlement and/or the Counsel Fees request?

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

You can also object to the Counsel Fees request.

If you want to object to the proposed Settlement and/or the Class Counsel Fees request, you are asked to do so in writing. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you are asked to submit a signed written objection statement to the Administrator, by mail ([INSERT ADDRESS]) or email ([INSERT EMAIL ADDRESS]), on or before ●. In your signed written objection statement, you are asked to include the following:

1) your full name, mailing address, telephone number, and email address (if available);

2) the model year and VIN of your Settlement Class Vehicle;

3) a written statement of the basis for your objection (for example, any factual and legal grounds on which you rely);

4) copies of any papers, briefs, or other documents upon which your objection is based;

5) an indication of whether you intend to participate in the Settlement Approval Hearing;

6) an indication of whether you intend to participate in the Settlement Approval Hearing through counsel, and if so, the name, mailing address, telephone number, and email address of any counsel representing you who intends to appear at the Settlement Approval Hearing; and

7) your signature.

If you want to speak at the Settlement Approval Hearing, please indicate your intention to do so in your written objection statement. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object to the proposed Settlement only if you stay in the Settlement Class.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and the proposed Settlement. If you exclude yourself (opt out), you have no basis to object because the proposed Settlement no longer affects you.

THE SETTLEMENT APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement and Counsel Fees request. 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 Court decide whether to approve the proposed Settlement and the Counsel Fees request?

The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much to pay Class Counsel. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check **[INSERT SETTLEMENT WEBSITE]** for updated information.

23. Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Settlement Class Members do not need to appear at the Settlement Approval Hearing or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit an objection, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your written objection statement on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will be entitled to the extended warranty described above in section 9.1 (unless the Settlement Class Vehicle involves

Maintenance Gaps or KSDS Installation Neglect, defined in section 9.1(iii)), but no other settlement benefits. In order to receive any reimbursements or compensation from the proposed Settlement, you must submit a valid and timely Claim Form. Unless you exclude yourself (opt out), 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 proposed Settlement, subject to any applicable limitation periods.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). Please do not contact the court offices.

26. How do I get more information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). You may also contact Class Counsel directly at the contact information listed under question 18.

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

If you bought or leased any of the following Kia-brand vehicles in Canada (the "**Settlement Class Vehicles**"), you may benefit from a proposed class action Settlement:

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

Your legal rights may be affected regardless of whether or not you act. Read this Notice carefully.

- Une version française de cet Avis est disponible sur le site web (●) ou par courriel (●).
- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:
    - ***McCloskey and Kapron v. Kia Canada Inc. et al.***, Ontario Superior Court of Justice Court File No. CV-22-00675588-00CP;
    - ***Killoran v. Hyundai Auto Canada Corp. et al.***, Supreme Court of British Columbia Court File No. S-213324; and
    - ***Roy et al. v. Hyundai Auto Canada Corp. et al.***, Superior Court of Québec Court File No. 500-06-001136-213.

  You are receiving this Notice because the records of Kia Canada Inc. ("**Kia Canada**"), Kia Corporation (formerly known as Kia Motors Corporation), Kia America, Inc. (formerly Kia Motors America, Inc.), and/or Kia Georgia, Inc. (formerly Kia Motors Manufacturing Georgia, Inc.) (collectively, "**Kia**") indicate that you may be entitled to claim certain settlement benefits offered by this proposed Settlement.

- These lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Kia 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 "**Settlement Class Members**" and are collectively the "**Settlement Class**." Settlement Class Members may be entitled to settlement benefits if they submit a valid and timely Claim that is approved pursuant to the review process described in this Notice and approved by the Court.

Potential Settlement Benefits:

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to certain past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after experiencing engine troubles and you traded it in for another Kia-brand vehicle.

Settlement Approval Hearing:

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice (the "**Court**"), 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on **[INSERT SETTLEMENT WEBSITE]**.

The legal fees to Class Counsel ("**Counsel Fees**") may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

Your Legal Rights and Options:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved. Check the Administrator's website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also

provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

- You can **object** to the proposed Settlement and/or Counsel Fees, and, if you wish to do so, attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the proposed Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Kia, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Opt-Out Form or the process to submit an objection, or to obtain more information, please visit the Administrator online at ●, by phone at ●, or by email at ●.

Your legal rights and options—**and the deadlines to exercise them**—are explained in more detail this Notice. Please read this Notice carefully.

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BASIC INFORMATION

1. Why did I receive this Notice?

You are receiving this Notice because Kia's records indicate that you bought or leased a Settlement Class Vehicle in Canada. You may be entitled to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have the right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what settlement benefits are available, who is eligible for settlement benefits, and how to make a Claim for those settlement benefits.

You should read this entire Notice carefully.

2. What are these lawsuits about?

The individuals who filed these lawsuits are referred to as the "**Representative Plaintiffs**," and the companies they sued, including Kia, 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 an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Kia denies the Representative Plaintiffs' allegations. None of the allegations against Kia have been proven and Kia has not been found liable for any of the claims raised in the lawsuits. The Parties have instead agreed to settle the lawsuits.

These class action lawsuits consist of the following: *McCloskey and Kapron v. Kia Canada Inc. et al.*, bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP; *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324; and *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213. The Parties are seeking approval of the proposed Settlement from the Ontario Superior Court of Justice on behalf of the national Settlement Class, which includes Settlement Class Members in all Canadian provinces and territories, including Québec and British Columbia.

3. Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable settlement benefits without the delay and uncertainty of trial. The proposed Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right. The Defendants deny all of the allegations made in the lawsuits.

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

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement, along with its exhibits, describes in greater detail the rights and obligations of all the Parties and is available at **[INSERT SETTLEMENT WEBSITE]**. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE PROPOSED SETTLEMENT?

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

You are a Settlement Class Member if you are a person (including an individual or entity) who purchased or leased a Settlement Class Vehicle in Canada. Not all Settlement Class Members are eligible to receive settlement benefits. Some exceptions apply (see question 5).

5. Who is excluded from the proposed Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if you are an Excluded Person. Excluded Persons are:

- the Defendants and their directors and officers;
- anyone who validly opts out of the proposed Settlement;
- anyone who purchased a Settlement Class Vehicle that had, prior to its 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);
- current or former owners or lessees of a Settlement Class Vehicle who previously 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 in the proposed Settlement?

The "**Settlement Class Vehicles**" are Kia-brand vehicles that were originally sold or leased in Canada, were manufactured before the Knock Sensor Detection System (defined below) was incorporated into their production, and are of a model type and model year and equipped with an engine as follows: 2010-2011 model year Kia Forte vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine; 2012-2015 model year Kia Forte vehicles with a Nu 2.0-litre gasoline direct injection ("**GDI**") engine or a Theta II 2.4-litre MPI engine; 2016-2018 model year Kia Forte vehicles with a Nu 2.0-litre GDI engine; 2010-2018 model year Kia Forte Koup vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2011-2013 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2014-2016 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Theta II 2.4-litre MPI engine; 2017-2020 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine; 2010-2012 model year Kia Rondo vehicles with a Theta II 2.4-litre MPI engine; 2014-2015 model year Kia Rondo vehicles with a Nu 2.0-litre GDI engine; 2011

model year Kia Sorento vehicles with a Theta II 2.4-litre MPI engine; 2012 model year Kia Sorento vehicles with a Nu 2.0-litre GDI engine or Theta II 2.4-litre MPI engine; 2012-2016 model year Kia Soul vehicles with a Gamma II 1.6-litre GDI engine; 2014-2016 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2014-2015 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2017-2019 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2012 model year Kia Sportage vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; and 2011-2013 model year Kia Sportage Vehicles with a Theta II 2.4-litre MPI engine.

7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?

Yes. You do not have to have experienced an engine seizure, engine failure, and/or engine fire to be included in this proposed Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the warranty extension.

8. What should I do if I am still not sure whether I am included?

If you are still not sure whether you are included in the Settlement Class, you can ask for help for free by reaching out to the Administrator. You can visit the settlement website at **[INSERT SETTLEMENT WEBSITE]**. You can also call or email the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]** and ask whether your vehicle is included in the proposed Settlement.

Whether you visit the settlement website or call or email the Administrator, 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 proposed Settlement provide?

The proposed Settlement provides the following settlement benefits:

1. Warranty Coverage Extension for Engine Issues Arising from Connecting Rod Bearing Failure

    (i) Product Improvement Campaigns

The Defendants have implemented in Canada voluntary safety recalls in the form of product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in the class actions (the **"Product Improvement Campaigns"**). The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements. The relevant Transport Canada recalls are as follows:

RECALL	VEHICLES COVERED	ENGINE TYPE

2020-535	Soul MY 2014-2016	Nu 2.0-litre GDI
2020-597	Forte MY 2012-2015 Forte Koup MY 2012-2015 Optima Hybrid MY 2011-2013 Sorento MY 2012 Soul MY 2014-2015 Sportage MY 2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
2021-039	Forte MY 2016-2018 Forte Koup MY 2016-2018 Rondo MY 2014-2015	Nu 2.0-litre GDI
2021-040	Forte MY 2010-2011 Forte Koup MY 2010-2011 Rondo MY 2010-2012 Sorento MY 2011 Sportage MY 2011-2013	Theta II 2.4-litre MPI
2021-204	Soul MY 2012-2016	Gamma II 1.6-litre GDI
2021-424	Optima Hybrid MY 2014-2016	Theta II 2.4-litre MPI
2021-666	Optima Hybrid and Plug-in Hybrid MY 2017-2018	Nu 2.0-litre GDI
2021-733	Soul MY 2017-2019	Nu 2.0-litre GDI
2022-004	Optima Hybrid and Plug-in Hybrid MY 2019-2020	Nu 2.0-litre GDI

The Product Improvement Campaigns offered the implementation of a Knock Sensor Detection System ("**KSDS**") update to Settlement Class Members free of charge. The Product Improvement Campaigns included, upon implementation of a KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure.

(ii) The Extended Warranty

Under the proposed Settlement, Kia Canada will sustain in full effect the Extended Warranty provided through the Product Improvement Campaigns for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect (defined below), for the following durations:

a) 12-year/200,000 kilometres, whichever is earlier, for Kia Forte MY 2010-2011, Kia Sorento MY 2011, and Kia Sportage MY 2011 Settlement Class Vehicles; and

b) 10-year/200,000 kilometres, whichever is earlier, for all other Settlement Class Vehicles.

The Extended Warranty covers any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and to the rest of the long block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles. The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

For the 90-day period immediately following the Effective Date of the Settlement, all Settlement Class Vehicles that have not already received an inspection under one of the Product Improvement Campaigns or recalls referenced above will be eligible to schedule a free inspection at a Kia-Authorized Dealer, if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test.

The Extended Warranty will cover all costs associated with any Qualifying Repair (defined on page 12), including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by engine malfunction. Kia-Authorized Dealers will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Kia will provide reimbursement of reasonable rental car, ride-sharing, or other transportation expenses up to $100 per day, unless there is KSDS Installation Neglect (defined below).

Settlement Class Members are eligible for an inspection or a Qualifying Repair (as defined on page 12) under the Extended Warranty even if the Qualifying Repair was necessitated by the owner or lessee because of improper service or maintenance (except in instances of Maintenance Gaps, as defined below). However, Kia Canada or its Authorized Dealers are not required to repair engines or provide new engines under the Extended Warranty or to provide any other compensation for Settlement Class Vehicles previously branded or salvaged or junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire (as defined on pages 14 and 14).

(iii) Denial of the Extended Warranty

The Extended Warranty may be denied where the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, which have the following meanings:

- **Maintenance Gaps** means a situation where,

  - for all Settlement Class Vehicles except ones with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres/12 months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000

kilometres/6 months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

for all Settlement Class Vehicles with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or 12 months, whichever is earlier, up to a mileage of 160,000 kilometres and at a frequency of at least one every 6,000 kilometres/6 months after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

- based on an inspection, at Kia's expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire, defined on pages 14 and 14).

- **KSDS Installation Neglect** has different meanings depending on the context.

  - For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure of a Settlement Class Member to obtain the KSDS update before experiencing an otherwise covered engine failure unless such engine failure occurs within 150 days of this Notice being issued.

  - For the purposes of determining eligibility for non-Extended Warranty benefits, KSDS Installation Neglect means the failure of a Settlement Class Member to have the KSDS update installed within 150 days of this Notice being issued. KSDS Installation Neglect will not apply where:

    - Settlement Class Members brought their Settlement Class Vehicles to an Kia-Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign or recall, but the Authorized Dealer failed to install the KSDS and documents from that time do not show that the Settlement Class Member refused the KSDS installation; or

    - Settlement Class Members made an appointment with a Kia-Authorized Dealer within 150 days of this Notice being issued to have the KSDS installed, but the appointment was cancelled by the Kia-Authorized Dealer through no fault of the Settlement Class Member.

  KSDS Installation Neglect will not bar you from obtaining benefits under the Settlement if the Qualifying Repair (defined on page 12), Qualifying Fire, or Qualifying Failure (defined on pages 14 and 14) for which you seek compensation occurred at some point before 150 days following the issuance of this Notice and before the installation of the KSDS.

You do **not** need to submit a Claim Form to receive this warranty extension under this proposed Settlement. The Extended Warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty. You should retain all

vehicle maintenance records. You may be required to provide records for vehicle maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

2. Reimbursement for Past Qualifying Repairs

Unless Maintenance Gaps exist, money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs, as defined below) 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 have been completed before this Notice was issued and within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING REPAIRS"

- A Qualifying Repair is a completed repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire. Any repair, replacement, diagnosis, or inspection performed by a Kia-Authorized Dealer pursuant to any Transport Canada Recall referenced above constitutes a Qualifying Repair.

- A Qualifying Repair does not include repairs related to Maintenance Gaps or KSDS Installation Neglect, repairs unrelated to engine short block manufacturing issues, repairs where an investigation or inspection revealed an unrelated cause, or repairs related to a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire (defined on pages 14 and 14).

- Whether a repair constitutes a Qualifying Repair will be determined by the Administrator through a review of the repair documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(c) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on grounds of improper service or maintenance (except in cases of Maintenance Gaps as defined on page 10), and even if the repairs were performed by an independent mechanic.

(i) Credit for Free Oil and Filter Change and Tire Rotation

Unless Maintenance Gaps exist, Claimants who were initially denied warranty coverage for a Qualifying Repair for their Settlement Class Vehicle prior to receiving the Approval Notice are

entitled to claim a credit for a free oil and filter change and tire rotation at a Kia-Authorized Dealer, valid for one year from the date it is issued. To obtain this credit, Settlement Class Members must provide the name of the Authorized Dealer that denied the in-warranty repair, and the approximate date when the Claimant presented the Settlement Class Vehicle for repair.

3. Reimbursement for Repair-Related Transportation and Towing Expenses

Money you spent on towing services will be reimbursed in full, and if a loaner vehicle was not provided to you by Kia Canada, money you spent on rental cars, ride-sharing or alternative transportation service expenses will be reimbursed up to $100 per day, if:

- your Settlement Class Vehicle does not involve Maintenance Gaps or KSDS Installation Neglect;
- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- the expense was incurred no more than 15 business days before delivery of your Settlement Class Vehicle to the Authorized Dealer or mechanic for the Qualifying Repair, and up to 3 business days after you were notified that your Settlement Class Vehicle was ready to be picked up;
- you have not already been reimbursed in full for this expense; and
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

4. Credit for Inconvenience Due to Past Repair Delays

If you were required to wait 60 days or more to obtain a Qualifying Repair (as defined above) from a Kia-Authorized Dealer, you may be eligible to receive a dealer credit for use at a Kia-Authorized Dealer.

You will not be eligible to receive this credit where your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, or where you have already received an equivalent or higher payment or credit from Kia or a Kia-Authorized Dealer for any delay in obtaining a Qualified Repair.

In order to receive this credit, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

5. Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle has experienced a certain fire or failure (Qualifying Fires or Qualifying Failures, defined below), you will be reimbursed for money you spent on certain expenses reasonably related to the fire or failure, based on the following requirements:

(a) DATE OF THE QUALIFYING FAILURE OR QUALIFYING FIRE

- The Qualifying Failure or Qualifying Fire must have occurred within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING FAILURES"

- A Qualifying Failure is an engine seizure, engine stall, or other vehicle incident, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair.

- An engine failure is not a Qualifying Failure if it was unrelated to the engine short block manufacturing issues, if it was due to Maintenance Gaps or KSDS Installation Neglect, or if it was due to an unrelated cause as revealed by an investigation or inspection.

- An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether a failure constitutes a Qualifying Failure will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(c) TYPES OF "QUALIFYING FIRES"

- A Qualifying Fire is an engine compartment fire that would otherwise be addressed by a Qualifying Repair.

- An engine compartment fire is not a Qualifying Fire where the fire was unrelated to the engine short block manufacturing issues, due to Maintenance Gaps or KSDS Installation Neglect, caused by a third-party part installed on the Settlement Class Vehicle, or due to an unrelated cause as revealed by an investigation or inspection.

- An engine compartment fire that would otherwise be a Qualifying Fire will not qualify where documentation shows the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether an engine compartment fire constitutes a Qualifying Fire will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(d) COVERED EXPENSES

- The following expenses will be reimbursed:
  - towing expenses (reimbursed in full);
  - if the Qualifying Failure or Qualifying Fire occurred within 240km of your nearest residence, transportation expenses on the day of the Qualifying Failure or Qualifying Fire (up to $125);
  - if the Qualifying Failure or Qualifying Fire occurred more than 240km away from your nearest residence, transportation, lodging, and meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire (for a maximum of 3 days, up to $400 for the first day, $250 for the second day, and $130 for the third day).
- You will not receive compensation for these expenses if they were already reimbursed in full separately.
- You will not be reimbursed for any expense other than the ones listed above (i.e., lost wages).

(e) MAKE A TIMELY CLAIM

- See question 10 for how to make your claim for this settlement benefit using the Claim Form.

6. Reimbursement for Settlement Class Vehicles Sold/Traded-In at a Loss

Except where Maintenance Gaps exist, if your Settlement Class Vehicle experienced a Qualifying Failure or Qualifying Fire, and you sold or traded-in your Settlement Class Vehicle before this notice was issued and without obtaining the required repair, you are entitled to reimbursement of the Fair Market Value of the Settlement Class Vehicle plus a goodwill payment of $200, minus the actual amount you received from the sale or trade-in.

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the sale/trade-in, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

7. Reimbursement for Loss of Settlement Class Vehicle by a Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle was deemed a total loss as a result of a Qualifying Fire that occurred within 10 or 12 years,

as applicable based on the vehicle model year, from the date of original retail delivery or the date of first use, or 200,000 kilometres, whichever comes first, you will be eligible to receive reimbursement of the Fair Market Value of the Settlement Class Vehicle, plus a goodwill payment of $200, minus any amount received for the Settlement Class Vehicle (*i.e.*, from insurance proceeds or otherwise).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a valid Claim and make best efforts to obtain and submit documentation demonstrating that the fire originated within the engine compartment and was unrelated to any sort of collision.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

8. Trade-In Rebate Program

If, after this Notice is issued, you (a) lose faith in your Settlement Class Vehicle as a result of the allegations made in the class actions, (b) your Settlement Class Vehicle experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or 200,000 kilometres, whichever comes first, (c) you sell your Settlement Class Vehicle, and (d) you purchase a replacement Kia-brand vehicle from a Kia-Authorized Dealer, you may be entitled to a rebate.

You must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this) to be entitled to any rebate. The rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for your Settlement Class Vehicle, up to the following maximum amounts based on the model year of the Settlement Class Vehicle traded in: for model year 2010-2012 Settlement Class Vehicles, $3,000; for model year 2013-2014 Settlement Class Vehicles, $2,500; for model year 2015-2016 Settlement Class Vehicles, $2,000; and for model year 2017-2021 Settlement Class Vehicles, $1,500.

You will not be entitled to this rebate if your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect.

HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM

10. How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing being held on **[INSERT DATE]**, you may make a Claim by doing the following:

1) fill out the Claim Form (paper or online) available on the settlement website ([INSERT SETTLEMENT WEBSITE]) or by reaching out to the Administrator by phone ([INSERT PHONE NUMBER]) or by email ([INSERT EMAIL ADDRESS]);

2) include the supporting documentation specified on the Claim Form;

3) submit the Claim Form and supporting documentation to the Administrator online, by mail, or by email at the address listed on the Claim Form; and,

4) do so by the Claims Deadline, which will be posted on the settlement website ([**INSERT WEBSITE**]) once determined by the Court.

Please keep a copy of your completed Claim Form and supporting documentation for your own records. Your completed Claim Form, and any other documents you submit with it, will not be returned to you.

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

11. If my Claim is successful, when will I receive my reimbursement/compensation?

In general, valid Claims will be paid as they are approved after the "**Effective Date**" (the date the Court order approving the Settlement has been issued and entered, if there are no appeals). If there are appeals, the Effective Date will be later. When the Effective Date becomes known, it will be posted at [**INSERT SETTLEMENT WEBSITE**].

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]** before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8.

See question 22 for further information about the Settlement Approval Hearing.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [**INSERT SETTLEMENT WEBSITE**].

You may continue to check on the progress of the proposed Settlement by visiting the settlement website **[INSERT SETTLEMENT WEBSITE]** or by reaching out to the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]**.

12. Who will review my Claim?

A third-party Administrator will be appointed by the Court to administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Administrator and if the Claim is valid, the Administrator will send you the reimbursement or compensation directly.

13. What if my Claim is found to be incomplete?

The Administrator will review each Claim Form for completeness. If your Claim Form is found to be incomplete, the Administrator will let you know within sixty (60) days of receiving your Claim Form. You will then have an opportunity to submit the information and/or documentation identified as missing within forty-five (45) days of the date that the Administrator advises you that your Claim Form is incomplete.

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

Unless you exclude yourself in writing (opt out) from the Settlement Class, as described in the answer to question 15, you will be part of the Settlement Class and bound by the Settlement if the Settlement is approved by the Court. That means that you can't sue, continue to sue, or be part of any other lawsuit against Kia or other related entities or individuals (listed in the Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**) 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 the proposed 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 ● of the Settlement Agreement (available at **[INSERT SETTLEMENT WEBSITE]**) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

You will not be charged for contacting these lawyers. You may also hire your own lawyer for legal advice at your own cost.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to receive any benefits from the proposed Settlement, and you want to keep your legal rights, if any, to sue or continue to sue Kia or other related entities or individuals on your own about the legal issues in this case, then you must take steps to exclude yourself from (opt out of) the Settlement Class.

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

The deadline to exclude yourself or opt out of the Settlement Class is ●.

To exclude yourself from the Settlement, you must submit a signed and completed Opt-Out Form to the Administrator, by mail or email, on or before ●. The Opt-Out Form is available at [INSERT SETTLEMENT WEBSITE] or by phoning or emailing the Administrator at [INSERT PHONE NUMBER] or [INSERT EMAIL ADDRESS].

You can't exclude yourself on the phone or on any website. Please keep a copy of your signed and completed Opt-Out Form for your records.

If you exclude yourself or opt out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders in these class action lawsuits; and you will keep the right to sue Kia on your claims at your own expense.

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 Kia and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against Kia, 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 deadline to exclude yourself is **[INSERT DATE]**.

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

No. If you exclude yourself from (opt out of) the Settlement Class, do not submit a Claim Form to ask for any reimbursement or compensation. But, you may sue, continue to sue, or be part of a different lawsuit against Kia, 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.

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendants (Counsel Fees). It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for Counsel Fees. The Court may award less than the amount requested by Class Counsel. This amount 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 Counsel Fees by visiting **[INSERT SETTLEMENT WEBSITE]**.

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 AND/OR TO COUNSEL FEES

You can tell the Court that you don't agree with the proposed Settlement or some part of it, and/or the Counsel Fees request.

20. How do I tell the Court if I do not like the proposed Settlement and/or the Counsel Fees request?

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

You can also object to the Counsel Fees request.

If you want to object to the proposed Settlement and/or the Class Counsel Fees request, you are asked to do so in writing. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you are asked to submit a signed written objection statement to the Administrator, by mail ([INSERT ADDRESS]) or email ([INSERT EMAIL ADDRESS]), on or before ●. In your signed written objection statement, you are asked to include the following:

1) your full name, mailing address, telephone number, and email address (if available);

2) the model year and VIN of your Settlement Class Vehicle;

3) a written statement of the basis for your objection (for example, any factual and legal grounds on which you rely);

4) copies of any papers, briefs, or other documents upon which your objection is based;

5) an indication of whether you intend to participate in the Settlement Approval Hearing;

6) an indication of whether you intend to participate in the Settlement Approval Hearing through counsel, and if so, the name, mailing address, telephone number, and email address of any counsel representing you who intends to appear at the Settlement Approval Hearing; and

7) your signature.

If you want to speak at the Settlement Approval Hearing, please indicate your intention to do so in your written objection statement. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object to the proposed Settlement only if you stay in the Settlement Class.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and the proposed Settlement. If you exclude yourself (opt out), you have no basis to object because the proposed Settlement no longer affects you.

THE SETTLEMENT APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement and Counsel Fees request. 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 Court decide whether to approve the proposed Settlement and the Counsel Fees request?

The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, Ontario M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much to pay Class Counsel. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check **[INSERT SETTLEMENT WEBSITE]** for updated information.

23. Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Settlement Class Members do not need to appear at the Settlement Approval Hearing, or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit an objection, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your written objection statement on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will be entitled to the extended warranty described above in section 9.1 (unless the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, defined in section 9.1(iii)), but no other settlement benefits. In order to receive any reimbursements or compensation from the proposed Settlement, you must submit a valid and timely Claim Form. Unless you exclude yourself (opt out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Kia, 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 proposed Settlement, subject to any applicable limitation periods.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). Please do not contact the court offices.

26. How do I get more information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). You may also contact Class Counsel directly at the contact information listed under question 18.

EXHIBIT D

APPROVAL NOTICE

HYUNDAI ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF SETTLEMENT APPROVAL

The Court has approved a nationwide class action Settlement involving the following Hyundai-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI

If you owned or leased, or currently own or lease, one of these vehicles, you may be eligible for benefits under the Settlement. Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is to inform you that the Ontario Superior Court of Justice has approved the nationwide Settlement reached in class action lawsuits against Hyundai. The lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.
SETTLEMENT BENEFITS: Under the Settlement, Settlement Class Members (those who purchased or leased a Settlement Class Vehicle in Canada who are not excluded from the Settlement) may be eligible for the following benefits:

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon completion of the Knock Sensor Detection System update;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or,
- in some instances, a cash rebate if you lose faith in the Settlement Class Vehicle after receiving the Pre-Approval Notice and you traded it in for another Hyundai-brand vehicle.

The Court also approved the legal fees to be paid 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 [**INSERT DATE**] and runs until [**INSERT DATE**]. During that period, you may submit a Claim online through [**INSERT HYUNDAI SETTLEMENT WEBSITE**] or by completing the Claim Form and submitting it to the Administrator by mail (at the address listed on the Claim Form) or email (at the email address listed on the Claim Form), on or before **Claims Deadline**.
Please keep a copy of your completed Claim Form and required supporting documentation for your own records.
If you fail to submit a Claim Form on or before **Claims Deadline**, you will not be eligible to claim any distribution from the Settlement. Sending in a Claim Form late will be the same as doing nothing.

To obtain more information, visit the Administrator online at [INSERT HYUNDAI **SETTLEMENT** WEBSITE], **call [INSERT PHONE NUMBER], or email ●.**

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

DUSEVIC & GARCHA
Telephone: 1-844-878-0444
Email: hyundaikia@dusevicgarchalaw.ca

In Québec:

MERCHANT LAW GROUP LLP
Telephone: (514) 536-3330
Email: hyundaikia@merchantlaw.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Une version française de cet Avis est disponible sur le site web ● ou par courriel (●).

KIA ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF SETTLEMENT APPROVAL

The Court has approved a nationwide class action Settlement involving the following Kia-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

If you owned or leased, or currently own or lease, one of these vehicles, you may be eligible for benefits under the Settlement. Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is to inform you that the Ontario Superior Court of Justice has approved the nationwide Settlement reached in class action lawsuits against Kia. The lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon completion of the Knock Sensor Detection System update;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or,
- in some instances, a cash rebate if you lose faith in the Settlement Class Vehicle after receiving the Pre-Approval Notice and you traded it in for another Kia-brand vehicle.

The Court also approved the legal fees to be paid 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 [**INSERT DATE**] and runs until [**INSERT DATE**]. During that period, you may submit a Claim online through [**INSERT KIA SETTLEMENT WEBSITE**] or by completing the Claim Form and submitting it to the Administrator by mail (at the address listed on the Claim Form) or email (at the email address listed on the Claim Form), on or before **Claims Deadline**.

Please keep a copy of your completed Claim Form and required supporting documentation for your own records.

If you fail to submit a Claim Form on or before **Claims Deadline**, you will not be eligible to claim any distribution from the Settlement. Sending in a Claim Form late will be the same as doing nothing.

To obtain more information, visit the Administrator online at [INSERT KIA **SETTLEMENT** WEBSITE], call **[INSERT PHONE NUMBER], or email ●.**

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

DUSEVIC & GARCHA
Telephone: 1-844-878-0444
Email: hyundaikia@dusevicgarchalaw.ca

In Québec:

MERCHANT LAW GROUP LLP
Telephone: (514) 536-3330
Email: hyundaikia@merchantlaw.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Une version française de cet Avis est disponible sur le site web ● ou par courriel (●).

EXHIBIT E

NOTICE PLAN

HYUNDAI & KIA ENGINES 2 (CONNECTING ROD BEARINGS)
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 certain vehicles in Canada in the proposed class actions commenced by McCloskey, Kapron, Killoran, and Roy (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

Class Counsel, on behalf of the Settlement Class Representatives, Hyundai, and Kia (collectively, the "**Parties**"), seek to provide comprehensive notice of the Settlement. To this end, the Notice Plan proposes to provide English-language and French-language direct notice to Settlement Class Members where available, as well as general notice through digital and/or 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. The functionality of the Settlement Websites will include, but not be limited to:

- posting English-language and French-language copies of the Settlement Agreement, the short-form and long-form Pre-Approval Notices (discussed below), the Approval Notice (discussed below), the Claim Form, the Opt-Out Form, and any Orders issued in the Actions relevant to the Settlement Agreement;

- posting a summary of some of the benefits available to eligible Claimants under the Settlement;

- providing Settlement Class Members with the ability 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

- posting the Settlement Phone Number.

If the Settlement is approved by the Court, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Administrator will update the Settlement Websites to 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 Claims through the applicable Settlement Website.

The Settlement Websites will also contain information on the Settlement and claims processes, which will be modified from time to time as necessary to: (i) reflect questions from Settlement

Class Members; (ii) address any common misunderstandings; and (iii) 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 proposed Settlement and its benefits, the date of the Settlement Approval Hearing, and the procedures for objecting to and opting out of the proposed Settlement; and

   (b) the Approval Notice, which will provide notice regarding whether the Court has approved the Settlement and, if so, information about when and how to participate in the Claims Program.

2. The proposed formats of the Notices are as follows:

   (a) a long-form Pre-Approval Notice providing detailed information about the proposed Settlement in a form and with content to be agreed upon by the Parties;

   (b) a short-form Pre-Approval Notice providing a brief summary of the proposed Settlement in a form and with content to be agreed upon by the Parties. If emailed to Settlement Class Members, the short-form Pre-Approval Notice will include a hyperlink to the applicable Settlement Website where a copy of the long-form Pre-Approval Notice will be available;

   (c) digital Internet advertisements directed to Canadian citizens via the Google Display Network and/or social media (Facebook or Instagram) with a "Learn More" hyperlink to the Settlement Website, in a form and with content to be agreed upon by the Parties; and

   (d) an Approval Notice, which will be in a short form with content to be agreed upon by the Parties.

III. THE NOTICE PROGRAM

This section sets out the proposed dissemination and timing of each of the Notices.

A. Pre-Approval Notice

1. The contact information available to Hyundai Canada, Kia Canada, and Class Counsel will be relied upon to provide direct notice. To this end:

   (a) If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will deliver the short-

form Pre-Approval Notice by email, under cover of a message approved by the Parties, to: (i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid email address; and (ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid email address. The emails 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 Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the Administrator with the Parties to allow them to evaluate the ongoing effectiveness of the Notice Plan.

(b) If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will send by regular mail the short-form Pre-Approval Notice, 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 long-form Pre-Approval Notice, to: (i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid mailing address, but not a valid email address, as their contact information; (ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid email address, as their contact information; and (iii) all potential Settlement Class Members of whom Hyundai Canada or Kia Canada is aware because they have other ongoing claims pending against Hyundai or Kia relating to a Released Claim, and who have a valid mailing address, but not a valid email address.

(c) Within two weeks after the email distribution set out in paragraph 1(a) of this section, the short-form Pre-Approval Notice, 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 long-form Pre-Approval Notice, will be mailed via regular mail by the Administrator to all Settlement Class Members who were initially emailed the short-form Pre-Approval Notice, whose email addresses were invalid such that the Administrator received a bounce-back, and for whom Hyundai Canada or Kia Canada, or Class Counsel, has a valid mailing address.

2. If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will arrange for the publication of digital Internet advertisements on the Google Display Network and/or social media advertisements on Facebook or Instagram, over the span of 30 days, which shall be substantially in the form agreed upon by the Parties, in either English or French, depending on the website's language. These advertisements will directly link to the Settlement Websites for further information and will be displayed to a targeted Canadian audience.

3. If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, English-language and French-language versions of the short-form Pre-Approval Notice and long-form Pre-Approval Notice will be provided by

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Class Counsel to the Canadian Bar Association ("**CBA**") National Class Action Database with a request that they be posted online.

B. Approval Notice

4. If and when the Court approves 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 Administrator, within thirty (30) days of the Effective Date, the Administrator will deliver the Approval Notice by email, under cover of an email message approved by the Parties, to:

(i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid email address;

(ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid email address; and

(iii) all potential Settlement Class Members who provide a valid email address through the Settlement Websites.

The emails 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 Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the 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 Administrator, within thirty (30) days of the Effective Date, the 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 potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid mailing address, but not a valid email address;

(ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid email address; and

(iii) all potential Settlement Class Members who provide their mailing address only through the Settlement Websites.

5. If and when the Court approves the Settlement, the Administrator will arrange for the publication of Internet advertisements on the Google Display Network and/or social media advertisements on Facebook or Instagram, over the span of 30 days, the form and content

of which shall be approved by the Court at the Settlement Approval Hearing, in either English or French, depending on the website's language. These advertisements will directly link to the Settlement Websites for further information and will be displayed to a targeted Canadian audience.

6. Within one week of the Effective Date, the Approval Notice will be provided by Class Counsel to the CBA National Class Action Database with a request that it be posted online.

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EXHIBIT F

OPT-OUT FORM

McCloskey and Kapron v. Kia Canada Inc., et al., CV-22-00675588-00CP (Ont Sup Ct)
Killoran v. Hyundai Auto Canada Corp., et al., Court File No. S-213324 (BC SC)
Roy, et al. v. Hyundai Auto Canada Corp., et al., Court File No. 500-06-001136-213 (QC Sup Ct)

OPT-OUT FORM

ONLY SUBMIT THIS FORM IF YOU **DO NOT** WANT TO
PARTICIPATE IN AND CLAIM BENEFITS UNDER THE PROPOSED SETTLEMENT.

Instructions: This is not a registration form or a claim form. Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO BE EXCLUDED** from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement in Canada. DO NOT USE THIS FORM IF YOU WANT TO PARTICIPATE IN THE CLASS ACTION AND PROPOSED SETTLEMENT.

1. SETTLEMENT CLASS MEMBER IDENTIFICATION

Provide the following information about the person (i.e., the Settlement Class Member) submitting this Opt-Out Form, or, if applicable, on whose behalf you are submitting this Opt-Out Form.

Last Name:	First Name:	Middle Initial:
Address:		Apt. Number:
City: / Province:	Postal Code:	Country:
Phone Number:	Email Address (if available):	

2.REPRESENTATIVE IDENTIFICATION (complete this section only if you are submitting this Opt-Out Form on behalf of a Settlement Class Member who is deceased or for another reason)

If you are submitting this Opt-Out Form as a representative on behalf of a Settlement Class Member, please provide the following personal identification information (about you) **and attach a copy of the Certificate of Appointment of Estate Trustee, Continuing Power of Attorney for Property, or other document(s) establishing your authority to act on this person's behalf**.

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:

☐ DECEASED ☐ A MINOR ☐ OTHER REASON (Identify: _____)

Representative's Last Name:	Representative's First Name:	Representative's Relationship to Requestor:
Representative's Mailing Address:		Apt. Number:
City: / Province/State:	Postal Code/Zip Code:	Country:
Representative's Phone Number:	Representative's Email Address:	Representative's Law Firm Name (if applicable):

NOTE: THIS OPT-OUT FORM WILL BE INVALID UNLESS SIGNED PERSONALLY BY THE SETTLEMENT CLASS MEMBER EXCEPT WHERE THE SETTLEMENT CLASS MEMBER IS DECEASED, A MINOR, OR LEGALLY INCAPACITATED.

3. VEHICLE IDENTIFICATION

Please provide the following information concerning the Hyundai or Kia vehicle bought or leased in Canada. If there is more than one vehicle, please provide the following information for other vehicles in an attachment.

MANUFACTURER: ☐ Hyundai ☐ Kia		
Vehicle Model:	Model Year of Vehicle:	Vehicle Identification Number (VIN):

4. PROOF OF OWNERSHIP

For each of the vehicles identified in section 3, **attach a copy of your proof of ownership**. If you own or previously owned the vehicle, please provide a copy of the vehicle's registration certificate or bill of sale. If you lease or previously leased the vehicle, please provide a copy of the lease agreement relating to the vehicle.

5. I WISH TO OPT OUT

Check **only** the applicable box below to confirm your intention to opt out of the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement.

☐ I am a person who purchased or leased a Settlement Class Vehicle in Canada. I wish to be excluded from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement and am opting out. I understand that by opting out, I will not be eligible to receive any settlement benefits.

☐ I am the representative of the above-identified Settlement Class Member who purchased or leased a Settlement Class Vehicle in Canada. I am signing this Opt-Out Form on that Settlement Class Member's behalf to **EXCLUDE** that Settlement Class Member from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement. I understand that by submitting this Opt-Out Form, the Settlement Class Member will not be eligible to receive any settlement benefits. [Note: For this Opt-Out Form to be valid, you must attach a copy of the Certificate of Appointment of Estate Trustee, Continuing Power of Attorney for Property, or other document establishing your authority to act on the Settlement Class Member's behalf.]

6. SIGNATURE & DATE

_____ _____/_____/_____

Your Signature YYYY MM DD

If you wish to opt out of the proposed Settlement, **your Opt-Out Form and any attachment(s) MUST be received on or before [INSERT DATE]** by mail or courier at **Hyundai and Kia Engines 2 (Connecting Rod Bearings) Administrator c/o** [**insert Administrator address**] or by email at **[INSERT HYUNDAI EMAIL ADDRESS]** or **[INSERT KIA EMAIL ADDRESS]**.

If you submit this form, you will not be able to receive any benefits that may be available under the proposed Settlement unless you re-elect in writing to opt in to the proposed Settlement. Any re-election request MUST be received on or before **[INSERT DATE]** at the address or email address given above. After that date, you must obtain a Court order to be allowed back into the proposed Settlement.

If you have questions before submitting this form, contact the Administrator by telephone at ● or by email at ●.

APPENDIX B

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HYUNDAI ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

A Canada-wide class action Settlement has been reached involving the following Hyundai-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI

IF YOU OWN(ED) OR LEASE(D) ONE OF THESE VEHICLES, THE PROPOSED 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 Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after receiving this Notice and you traded it in for another Hyundai-brand vehicle.

SETTLEMENT APPROVAL HEARING: The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on [**INSERT DATE, TIME**], before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on ●. The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but that amount will be paid separately and will not reduce the settlement benefits. Check the settlement website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and/or Counsel Fees, and attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Hyundai, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the contact information below.

To obtain more information, visit [INSERT SETTLEMENT WEBSITE], call [INSERT PHONE NUMBER], or email ●.

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

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Telephone: 1-844-878-0444
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Telephone: (514) 536-3330
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KIA ENGINES 2 (CONNECTING ROD BEARINGS) CLASS ACTION SETTLEMENT
NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

A Canada-wide class action Settlement has been reached involving the following Kia-brand vehicles (the "Settlement Class Vehicles"):

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

IF YOU OWN(ED) OR LEASE(D) ONE OF THESE VEHICLES, THE PROPOSED 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 Kia. The lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. None of the allegations have been proven. The Parties have instead reached a voluntary Settlement.

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or,
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after receiving this Notice and you traded it in for another Kia-brand vehicle.

SETTLEMENT APPROVAL HEARING: The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE, TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on ●. The legal fees to Class Counsel may also be approved at the Settlement Approval Hearing, but that amount will be paid separately and will not reduce the settlement benefits. Check the settlement website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- You can **object** to the proposed Settlement and/or Counsel Fees, and attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Kia, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the contact information below.

To obtain more information, visit [INSERT SETTLEMENT WEBSITE], call [INSERT PHONE NUMBER], or email ●.

You may also contact Class Counsel:

In Canada, except Québec:

STROSBERG WINGFIELD SASSO LLP
Telephone: 1-800-229-5323
Email: hyundai.kia@swslitigation.com

McKENZIE LAKE LAWYERS LLP
Telephone: 1-844-672-5666
Email: hyundaikia@mckenzielake.com

DUSEVIC & GARCHA
Telephone: 1-844-878-0444
Email: hyundaikia@dusevicgarchalaw.ca

In Québec:

MERCHANT LAW GROUP LLP
Telephone: (514) 536-3330
Email: hyundaikia@merchantlaw.com

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Une version française de cet Avis est disponible sur le site web ● ou par courriel (●).

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

If you bought or leased any of the following Hyundai-brand vehicles in Canada (the "**Settlement Class Vehicles**"), you may benefit from a proposed class action Settlement:

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Hyundai Elantra	2014-2016	Nu 2.0-litre GDI
Hyundai Elantra Coupe	2014	Nu 2.0-litre GDI
Hyundai Elantra GT	2014-2020	Nu 2.0-litre GDI
Hyundai Santa Fe	2010-2012	Theta II 2.4-litre MPI
	2012	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
Hyundai Sonata Hybrid and Plug-in Hybrid	2011-2013, 2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI
	2011-2015	Theta II 2.4-litre MPI
	2016-2019	Nu 2.0-litre GDI
Hyundai Tucson	2010-2013	Theta II 2.4-litre MPI
	2014-2021	Nu 2.0-litre GDI
Hyundai Veloster	2012-2017	Gamma II 1.6-litre GDI
	2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI, or Theta II 2.4-litre MPI

Your legal rights may be affected regardless of whether or not you act. Read this Notice carefully.

- Une version française de cet Avis est disponible sur le site web (●) ou par courriel (●).

- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:

    - ***McCloskey and Kapron v. Kia Canada Inc. et al.***, Ontario Superior Court of Justice File No. CV-22-00675588-00CP;
    - ***Killoran v. Hyundai Auto Canada Corp. et al.***, Supreme Court of British Columbia File No. S-213324; and
    - ***Roy et al. v. Hyundai Auto Canada Corp. et al.***, Superior Court of Québec File No. 500-06-001136-213.

  You are receiving this Notice because the records of Hyundai Auto Canada Corp. ("**Hyundai Canada**"), Hyundai Motor Company, Hyundai Motor America, Inc., and/or Hyundai Motor Manufacturing Alabama, LLC (collectively, "**Hyundai**") indicate that you may be entitled to claim certain settlement benefits offered by this proposed Settlement.

- These lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or

engine 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 "**Settlement Class Members**" and are collectively the "**Settlement Class**." Settlement Class Members may be entitled to settlement benefits if they submit a valid and timely Claim that is approved pursuant to the review process described in this Notice and approved by the Court.

Potential Settlement Benefits:

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to certain past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after experiencing engine troubles and you traded it in for another Hyundai-brand vehicle.

Settlement Approval Hearing:

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice (the "**Court**"), 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

The legal fees to Class Counsel ("**Counsel Fees**") may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

Your Legal Rights and Options:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved. Check the Administrator's website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

- You can **object** to the proposed Settlement and/or Counsel Fees, and, if you wish to do so, attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the proposed Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Hyundai, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Opt-Out Form or the process to submit an objection, or to obtain more information, please visit the Administrator online at ●, by phone at ●, or by email at ●.

Your legal rights and options—**and the deadlines to exercise them**—are explained in more detail in this Notice. Please read this Notice carefully.

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BASIC INFORMATION

1. Why did I receive this Notice?

You are receiving this Notice because Hyundai's records indicate that you bought or leased a Settlement Class Vehicle in Canada. You may be entitled to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have the right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what settlement benefits are available, who is eligible for settlement benefits, and how to make a Claim for those settlement benefits.

You should read this entire Notice carefully.

2. What are these lawsuits 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 an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Hyundai denies the Representative Plaintiffs' allegations. None of the allegations against Hyundai have been proven and Hyundai has not been found liable for any of the claims raised in the lawsuits. The Parties have instead agreed to settle the lawsuits.

These class action lawsuits consist of the following: *McCloskey and Kapron v. Kia Canada Inc. et al.*, bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP; *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324; and *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213. The Parties are seeking approval of the proposed Settlement from the Ontario Superior Court of Justice on behalf of the national Settlement Class, which includes Settlement Class Members in all Canadian provinces and territories, including Québec and British Columbia.

3. Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable settlement benefits without the delay and uncertainty of trial. The proposed Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right. The Defendants deny all of the allegations made in the lawsuits.

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

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement, along with its exhibits, describes in greater detail the rights and obligations of all the Parties and is available at **[INSERT SETTLEMENT WEBSITE]**. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE PROPOSED SETTLEMENT?

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

You are a Settlement Class Member if you are a person (including an individual or entity) who purchased or leased a Settlement Class Vehicle in Canada. Not all Settlement Class Members are eligible to receive settlement benefits. Some exceptions apply (see question 5).

5. Who is excluded from the proposed Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if you are an Excluded Person. Excluded Persons are:

- the Defendants and their directors and officers;
- anyone who validly opts out of the proposed Settlement;
- anyone who purchased a Settlement Class Vehicle that had, prior to its 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);
- current or former owners or lessees of a Settlement Class Vehicle who previously 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 in the proposed Settlement?

The "**Settlement Class Vehicles**" are Hyundai-brand vehicles that were originally sold or leased in Canada, were manufactured before the Knock Sensor Detection System (defined below) was incorporated into their production, and are of a model type and model year and equipped with an engine as follows: 2014-2016 model year Hyundai Elantra vehicles with a Nu 2.0-litre gasoline direct injection ("**GDI**") engine; 2014 model year Hyundai Elantra Coupe vehicles with a Nu 2.0-litre GDI engine; 2014-2020 model year Hyundai Elantra GT vehicles with a Nu 2.0-litre GDI engine; 2010-2012 model year Hyundai Santa Fe vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine; 2012 model year Hyundai Santa Fe vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine; 2011-2013 and 2016 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine; 2011-2015 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Theta II 2.4-litre MPI engine; 2016-2019 model year Hyundai Sonata Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine; 2010-2013 model year Hyundai Tucson vehicles with a Theta

II 2.4-litre MPI engine; 2014-2021 model year Hyundai Tucson vehicles with a Nu 2.0-litre GDI engine; 2012-2017 model year Hyundai Veloster vehicles with a Gamma II 1.6-litre GDI engine; and 2015-2016 model year Hyundai Veloster vehicles with a Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI engine.

7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?

Yes. You do not have to have experienced an engine seizure, engine failure, and/or engine fire to be included in this proposed Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the warranty extension.

8. What should I do if I am still not sure whether I am included?

If you are still not sure whether you are included in the Settlement Class, you can ask for help for free by reaching out to the Administrator. You can visit the settlement website at **[INSERT SETTLEMENT WEBSITE]**. You can also call or email the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]** and ask whether your vehicle is included in the proposed Settlement.

Whether you visit the settlement website or call or email the Administrator, 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 proposed Settlement provide?

The proposed Settlement provides the following settlement benefits:

1. Warranty Coverage Extension for Engine Issues Arising from Connecting Rod Bearing Failure

    (i) Product Improvement Campaigns

The Defendants have implemented in Canada voluntary safety recalls in the form of product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in the class actions (the **"Product Improvement Campaigns"**). The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements. The relevant Transport Canada recalls are as follows:

RECALL	VEHICLES COVERED	ENGINE TYPE

2020-592	Sonata Hybrid and Plug-in Hybrid MY 2011-2013, 2016 Santa Fe MY 2012 Veloster MY 2015-2016	Gamma II 1.6-litre GDI, Nu 2.0-litre GDI or Theta II 2.4-litre MPI
2021-573	Sonata Hybrid MY 2017 Tucson MY 2017	Nu 2.0-litre GDI
2021-033 and 2021-612	Sonata Hybrid MY 2011-2015 Tucson MY 2010-2013	Theta II 2.4-litre MPI
2021-674	Santa Fe MY 2010-2012 Veloster MY 2012-2017	Theta II 2.4-litre MPI or Gamma II 1.6-litre GDI
2022-107	Sonata Hybrid and Plug-in Hybrid MY 2017	Nu 2.0-litre GDI
2021-034, 2021-575 and 2022-244	Elantra MY 2014-2016 Elantra Coupe MY 2014 Elantra GT MY 2014-2020 Sonata Hybrid and Plug-in Hybrid MY 2016-2019 Tucson MY 2014-2021	Nu 2.0-litre GDI

The Product Improvement Campaigns offered the implementation of a Knock Sensor Detection System ("**KSDS**") update to Settlement Class Members free of charge. The Product Improvement Campaigns included, upon implementation of a KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure.

(ii) The Extended Warranty

Under the proposed Settlement, Hyundai Canada will sustain in full effect the Extended Warranty provided through the Product Improvement Campaigns for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect (defined below), for the following durations:

a) 12-year/200,000 kilometres, whichever is earlier, for Hyundai Santa Fe MY 2010-2011, Hyundai Sonata Hybrid and Plug-in Hybrid MY 2011, and Hyundai Tucson MY 2010-2011 Settlement Class Vehicles; and

b) 10-year/200,000 kilometres, whichever is earlier, for all other Settlement Class Vehicles.

The Extended Warranty covers any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and to the rest of the long block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles. The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

For the 90-day period immediately following the Effective Date of the Settlement, all Settlement Class Vehicles that have not already received an inspection under one of the Product Improvement Campaigns or recalls referenced above will be eligible to schedule a free inspection at a Hyundai-Authorized Dealer, if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test.

The Extended Warranty will cover all costs associated with any Qualifying Repair (defined on page 12), including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by engine malfunction. Hyundai-Authorized Dealers will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Hyundai will provide reimbursement of reasonable rental car, ride-sharing, or other transportation expenses up to $100 per day, unless there is KSDS Installation Neglect (defined below).

Settlement Class Members are eligible for an inspection or a Qualifying Repair (as defined on page 12) under the Extended Warranty even if the Qualifying Repair was necessitated by the owner or lessee because of improper service or maintenance (except in instances of Maintenance Gaps, as defined below). However, Hyundai Canada or its Authorized Dealers are not required to repair engines or provide new engines under the Extended Warranty or to provide any other compensation for Settlement Class Vehicles previously branded or salvaged or junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire (as defined on pages 14 and 14).

(iii) Denial of the Extended Warranty

The Extended Warranty may be denied where the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, which have the following meanings:

- **Maintenance Gaps** means a situation where,

  - for all Settlement Class Vehicles except ones with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres/12 months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000 kilometres/6 months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

    for all Settlement Class Vehicles with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or 12 months, whichever is earlier, up to a mileage of 160,000 kilometres and at a frequency of at least one every 6,000 kilometres/6 months after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

  - based on an inspection, at Hyundai's expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such

lack of maintenance was due to a Qualifying Failure or Qualifying Fire, defined on pages 14 and 14).

- **KSDS Installation Neglect** has different meanings depending on the context.

  - For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure of a Settlement Class Member to obtain the KSDS update before experiencing an otherwise covered engine failure unless such engine failure occurs within 150 days of this Notice being issued.

  - For the purposes of determining eligibility for non-Extended Warranty benefits, KSDS Installation Neglect means the failure of a Settlement Class Member to have the KSDS update installed within 150 days of this Notice being issued. KSDS Installation Neglect will not apply where:

    - Settlement Class Members brought their Settlement Class Vehicles to a Hyundai-Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign or recall, but the Authorized Dealer failed to install the KSDS and documents from that time do not show that the Settlement Class Member refused the KSDS installation; or

    - Settlement Class Members made an appointment with a Hyundai-Authorized Dealer within 150 days of this Notice being issued to have the KSDS installed, but the appointment was cancelled by the Hyundai-Authorized Dealer through no fault of the Settlement Class Member.

  KSDS Installation Neglect will not bar you from obtaining benefits under the Settlement if the Qualifying Repair (defined on page 12), Qualifying Fire, or Qualifying Failure (defined on pages 14 and 14) for which you seek compensation occurred at some point before 150 days following the issuance of this Notice and before the installation of the KSDS.

You do **not** need to submit a Claim Form to receive this warranty extension under this proposed Settlement. The Extended Warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty. You should retain all vehicle maintenance records. You may be required to provide records for vehicle maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

2. Reimbursement for Past Qualifying Repairs

Unless Maintenance Gaps exist, money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs, as defined below) 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 have been completed before this Notice was issued and within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING REPAIRS"

- A Qualifying Repair is a completed repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire. Any repair, replacement, diagnosis, or inspection performed by a Hyundai-Authorized Dealer pursuant to any Transport Canada Recall referenced above constitutes a Qualifying Repair.

- A Qualifying Repair does not include repairs related to Maintenance Gaps or KSDS Installation Neglect, repairs unrelated to engine short block manufacturing issues, repairs where an investigation or inspection revealed an unrelated cause, or repairs related to a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire (defined on pages 14 and 14).

- Whether a repair constitutes a Qualifying Repair will be determined by the Administrator through a review of the repair documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(c) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on grounds of improper service or maintenance (except in cases of Maintenance Gaps as defined on page 10), and even if the repairs were performed by an independent mechanic.

(i) Credit for Free Oil and Filter Change and Tire Rotation

Unless Maintenance Gaps exist, Claimants who were initially denied warranty coverage for a Qualifying Repair for their Settlement Class Vehicle prior to receiving the Approval Notice are entitled to claim a credit for a free oil and filter change and tire rotation at a Hyundai-Authorized Dealer, valid for one year from the date it is issued. To obtain this credit, Settlement Class Members must provide the name of the Authorized Dealer that denied the in-warranty repair, and the approximate date when the Claimant presented the Settlement Class Vehicle for repair.

3. Reimbursement for Repair-Related Transportation and Towing Expenses

Money you spent on towing services will be reimbursed in full, and if a loaner vehicle was not provided to you by Hyundai Canada, money you spent on rental cars, ride-sharing or alternative transportation service expenses will be reimbursed up to $100 per day, if:

- your Settlement Class Vehicle does not involve Maintenance Gaps or KSDS Installation Neglect;
- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- the expense was incurred no more than 15 business days before delivery of your Settlement Class Vehicle to the Authorized Dealer or mechanic for the Qualifying Repair, and up to 3 business days after you were notified that your Settlement Class Vehicle was ready to be picked up;
- you have not already been reimbursed in full for this expense; and
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

4. Credit for Inconvenience Due to Past Repair Delays

If you were required to wait 60 days or more to obtain a Qualifying Repair (as defined above) from a Hyundai-Authorized Dealer, you may be eligible to receive a dealer credit for use at a Hyundai-Authorized Dealer.

You will not be eligible to receive this credit where your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, or where you have already received an equivalent or higher payment or credit from Hyundai or a Hyundai-Authorized Dealer for any delay in obtaining a Qualified Repair.

In order to receive this credit, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

5. Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle has experienced a certain fire or failure (Qualifying Fires or Qualifying Failures, defined below), you will be reimbursed for money you spent on certain expenses reasonably related to the fire or failure, based on the following requirements:

(a) DATE OF THE QUALIFYING FAILURE OR QUALIFYING FIRE

- The Qualifying Failure or Qualifying Fire must have occurred within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date

of first use or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING FAILURES"

- A Qualifying Failure is an engine seizure, engine stall, or other vehicle incident, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair.

- An engine failure is not a Qualifying Failure if it was unrelated to the engine short block manufacturing issues, if it was due to Maintenance Gaps or KSDS Installation Neglect, or if it was due to an unrelated cause as revealed by an investigation or inspection.

- An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Hyundai-Authorized Dealer).

- Whether a failure constitutes a Qualifying Failure will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(c) TYPES OF "QUALIFYING FIRES"

- A Qualifying Fire is an engine compartment fire that would otherwise be addressed by a Qualifying Repair.

- An engine compartment fire is not a Qualifying Fire where the fire was unrelated to the engine short block manufacturing issues, due to Maintenance Gaps or KSDS Installation Neglect, caused by a third-party part installed on the Settlement Class Vehicle, or due to an unrelated cause as revealed by an investigation or inspection.

- An engine compartment fire that would otherwise be a Qualifying Fire will not qualify where documentation shows the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Hyundai-Authorized Dealer).

- Whether an engine compartment fire constitutes a Qualifying Fire will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Hyundai and Class Counsel if required.

(d) COVERED EXPENSES

- The following expenses will be reimbursed:

- towing expenses (reimbursed in full);
- if the Qualifying Failure or Qualifying Fire occurred within 240km of your nearest residence, transportation expenses on the day of the Qualifying Failure or Qualifying Fire (up to $125);
- if the Qualifying Failure or Qualifying Fire occurred more than 240km away from your nearest residence, transportation, lodging, and meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire (for a maximum of 3 days, up to $400 for the first day, $250 for the second day, and $130 for the third day).

- You will not receive compensation for these expenses if they were already reimbursed in full separately.
- You will not be reimbursed for any expense other than the ones listed above (i.e., lost wages).

(e) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

6. Reimbursement for Settlement Class Vehicles Sold/Traded-In at a Loss

Except where Maintenance Gaps exist, if your Settlement Class Vehicle experienced a Qualifying Failure or Qualifying Fire, and you sold or traded-in your Settlement Class Vehicle before this Notice was issued and without obtaining the required repair, you are entitled to reimbursement of the Fair Market Value of the Settlement Class Vehicle plus a goodwill payment of $200, minus the actual amount you received from the sale or trade-in.

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the sale/trade-in, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

7. Reimbursement for Loss of Settlement Class Vehicle by a Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle was deemed a total loss as a result of a Qualifying Fire that occurred within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or the date of first use, or 200,000 kilometres, whichever comes first, you will be eligible to receive reimbursement of the Fair Market Value of the Settlement Class Vehicle, plus a goodwill payment

of $200, minus any amount received for the Settlement Class Vehicle (i.e., from insurance proceeds or otherwise).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a valid Claim and make best efforts to obtain and submit documentation demonstrating that the fire originated within the engine compartment and was unrelated to any sort of collision.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

8. Trade-In Rebate Program

If, after this Notice is issued, you (a) lose faith in your Settlement Class Vehicle as a result of the allegations made in the class actions, (b) your Settlement Class Vehicle experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or 200,000 kilometres, whichever comes first, (c) you sell your Settlement Class Vehicle, and (d) you purchase a replacement Hyundai-brand vehicle from a Hyundai-Authorized Dealer, you may be entitled to a rebate.

You must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this) to be entitled to any rebate. The rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for your Settlement Class Vehicle, up to the following maximum amounts based on the model year of the Settlement Class Vehicle traded in: for model year 2010-2012 Settlement Class Vehicles, $3,000; for model year 2013-2014 Settlement Class Vehicles, $2,500; for model year 2015-2016 Settlement Class Vehicles, $2,000; and for model year 2017-2021 Settlement Class Vehicles, $1,500.

You will not be entitled to this rebate if your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect.

HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM

10. How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing being held on **[INSERT DATE]**, you may make a Claim by doing the following:

1) fill out the Claim Form (paper or online) available on the settlement website ([INSERT SETTLEMENT WEBSITE]) or by reaching out to the Administrator by phone ([INSERT PHONE NUMBER]) or by email ([INSERT EMAIL ADDRESS]);

2) include the supporting documentation specified on the Claim Form;

3) submit the Claim Form and supporting documentation to the Administrator online, by mail, or by email at the address listed on the Claim Form; and

4) do so by the Claims Deadline, which will be posted on the settlement website ([**INSERT WEBSITE**]) once determined by the Court.

Please keep a copy of your completed Claim Form and supporting documentation for your own records. Your completed Claim Form, and any other documents you submit with it, will not be returned to you.

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

11. If my Claim is successful, when will I receive my reimbursement/compensation?

In general, valid Claims will be paid as they are approved after the "**Effective Date**" (the date the Court order approving the Settlement has been issued and entered, if there are no appeals). If there are appeals, the Effective Date will be later. When the Effective Date becomes known, it will be posted at [**INSERT SETTLEMENT WEBSITE**].

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on [**INSERT DATE AND TIME**] before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8.

See question 22 for further information about the Settlement Approval Hearing.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [**INSERT SETTLEMENT WEBSITE**].

You may continue to check on the progress of the proposed Settlement by visiting the settlement website [**INSERT SETTLEMENT WEBSITE**] or by reaching out to the Administrator at [**INSERT PHONE NUMBER**] or [**INSERT EMAIL ADDRESS**].

12. Who will review my Claim?

A third-party Administrator will be appointed by the Court to administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Administrator and if the Claim is valid, the Administrator will send you the reimbursement or compensation directly.

13. What if my Claim is found to be incomplete?

The Administrator will review each Claim Form for completeness. If your Claim Form is found to be incomplete, the Administrator will let you know within sixty (60) days of receiving your Claim Form. You will then have an opportunity to submit the information and/or documentation identified as missing within forty-five (45) days of the date that the Administrator advises you that your Claim Form is incomplete.

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

Unless you exclude yourself in writing (opt out) from the Settlement Class, as described in the answer to question 15, you will be part of the Settlement Class and bound by the Settlement if the Settlement is approved by the Court. 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 **[INSERT SETTLEMENT WEBSITE]**) 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 the proposed 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 ● of the Settlement Agreement (available at **[INSERT SETTLEMENT WEBSITE]**) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

You will not be charged for contacting these lawyers. You may also hire your own lawyer for legal advice at your own cost.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to receive any benefits from the proposed Settlement, and you want to keep your legal rights, if any, 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 exclude yourself from (opt out of) the Settlement Class.

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

The deadline to exclude yourself or opt out of the Settlement Class is ●.

To exclude yourself from the Settlement, you must submit a signed and completed Opt-Out Form to the Administrator, by mail or email, on or before ●. The Opt-Out Form is available at [INSERT SETTLEMENT WEBSITE] or by phoning or emailing the Administrator at [INSERT PHONE NUMBER] or [INSERT EMAIL ADDRESS].

You can't exclude yourself on the phone or on any website. Please keep a copy of your signed and completed Opt-Out Form for your records.

If you exclude yourself or opt out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders in these class action lawsuits; and you will keep the right to sue Hyundai on your claims at your own expense.

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 deadline to exclude yourself is **[INSERT DATE]**.

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

No. If you exclude yourself from (opt out of) the Settlement Class, do not submit a Claim Form to ask for any reimbursement or compensation. 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.

For Canada (excluding Québec):	For Québec:

STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendants (Counsel Fees). It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for Counsel Fees. The Court may award less than the amount requested by Class Counsel. This amount 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 Counsel Fees by visiting **[INSERT SETTLEMENT WEBSITE]**.

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 AND/OR TO COUNSEL FEES

You can tell the Court that you don't agree with the proposed Settlement or some part of it, and/or the Counsel Fees request.

20. How do I tell the Court if I do not like the proposed Settlement and/or the Counsel Fees request?

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

You can also object to the Counsel Fees request.

If you want to object to the proposed Settlement and/or the Class Counsel Fees request, you are asked to do so in writing. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you are asked to submit a signed written objection statement to the Administrator, by mail ([INSERT ADDRESS]) or email ([INSERT EMAIL ADDRESS]), on or before ●. In your signed written objection statement, you are asked to include the following:

1) your full name, mailing address, telephone number, and email address (if available);

2) the model year and VIN of your Settlement Class Vehicle;

3) a written statement of the basis for your objection (for example, any factual and legal grounds on which you rely);

4) copies of any papers, briefs, or other documents upon which your objection is based;

5) an indication of whether you intend to participate in the Settlement Approval Hearing;

6) an indication of whether you intend to participate in the Settlement Approval Hearing through counsel, and if so, the name, mailing address, telephone number, and email address of any counsel representing you who intends to appear at the Settlement Approval Hearing; and

7) your signature.

If you want to speak at the Settlement Approval Hearing, please indicate your intention to do so in your written objection statement. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object to the proposed Settlement only if you stay in the Settlement Class.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and the proposed Settlement. If you exclude yourself (opt out), you have no basis to object because the proposed Settlement no longer affects you.

THE SETTLEMENT APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement and Counsel Fees request. 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 Court decide whether to approve the proposed Settlement and the Counsel Fees request?

The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much to pay Class Counsel. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check **[INSERT SETTLEMENT WEBSITE]** for updated information.

23. Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Settlement Class Members do not need to appear at the Settlement Approval Hearing or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit an objection, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your written objection statement on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will be entitled to the extended warranty described above in section 9.1 (unless the Settlement Class Vehicle involves

Maintenance Gaps or KSDS Installation Neglect, defined in section 9.1(iii)), but no other settlement benefits. In order to receive any reimbursements or compensation from the proposed Settlement, you must submit a valid and timely Claim Form. Unless you exclude yourself (opt out), 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 proposed Settlement, subject to any applicable limitation periods.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). Please do not contact the court offices.

26. How do I get more information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). You may also contact Class Counsel directly at the contact information listed under question 18.

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

If you bought or leased any of the following Kia-brand vehicles in Canada (the "**Settlement Class Vehicles**"), you may benefit from a proposed class action Settlement:

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

Your legal rights may be affected regardless of whether or not you act. Read this Notice carefully.

- Une version française de cet Avis est disponible sur le site web (●) ou par courriel (●).

- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:

    - ***McCloskey and Kapron v. Kia Canada Inc. et al.***, Ontario Superior Court of Justice Court File No. CV-22-00675588-00CP;
    - ***Killoran v. Hyundai Auto Canada Corp. et al.***, Supreme Court of British Columbia Court File No. S-213324; and
    - ***Roy et al. v. Hyundai Auto Canada Corp. et al.***, Superior Court of Québec Court File No. 500-06-001136-213.

  You are receiving this Notice because the records of Kia Canada Inc. ("**Kia Canada**"), Kia Corporation (formerly known as Kia Motors Corporation), Kia America, Inc. (formerly Kia Motors America, Inc.), and/or Kia Georgia, Inc. (formerly Kia Motors Manufacturing Georgia, Inc.) (collectively, "**Kia**") indicate that you may be entitled to claim certain settlement benefits offered by this proposed Settlement.

- These lawsuits allege that the Settlement Class Vehicles were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Kia 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 "**Settlement Class Members**" and are collectively the "**Settlement Class**." Settlement Class Members may be entitled to settlement benefits if they submit a valid and timely Claim that is approved pursuant to the review process described in this Notice and approved by the Court.

Potential Settlement Benefits:

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

- extended warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to certain past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after experiencing engine troubles and you traded it in for another Kia-brand vehicle.

Settlement Approval Hearing:

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice (the "**Court**"), 330 University Ave, Toronto, ON M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on **[INSERT SETTLEMENT WEBSITE]**.

The legal fees to Class Counsel ("**Counsel Fees**") may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

Your Legal Rights and Options:

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved. Check the Administrator's website (●) regularly after the Settlement Approval Hearing to see if the Settlement has been approved. You can also

provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

- You can **object** to the proposed Settlement and/or Counsel Fees, and, if you wish to do so, attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before ●.
- You can **exclude** yourself from the proposed Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Kia, you must submit a signed and completed Opt-Out Form to the Administrator on or before ●. A copy of the Opt-Out Form can be obtained from ● or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Opt-Out Form or the process to submit an objection, or to obtain more information, please visit the Administrator online at ●, by phone at ●, or by email at ●.

Your legal rights and options—**and the deadlines to exercise them**—are explained in more detail this Notice. Please read this Notice carefully.

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BASIC INFORMATION

1. Why did I receive this Notice?

You are receiving this Notice because Kia's records indicate that you bought or leased a Settlement Class Vehicle in Canada. You may be entitled to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have the right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what settlement benefits are available, who is eligible for settlement benefits, and how to make a Claim for those settlement benefits.

You should read this entire Notice carefully.

2. What are these lawsuits about?

The individuals who filed these lawsuits are referred to as the "**Representative Plaintiffs**," and the companies they sued, including Kia, 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 an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. Kia denies the Representative Plaintiffs' allegations. None of the allegations against Kia have been proven and Kia has not been found liable for any of the claims raised in the lawsuits. The Parties have instead agreed to settle the lawsuits.

These class action lawsuits consist of the following: *McCloskey and Kapron v. Kia Canada Inc. et al.*, bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP; *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324; and *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213. The Parties are seeking approval of the proposed Settlement from the Ontario Superior Court of Justice on behalf of the national Settlement Class, which includes Settlement Class Members in all Canadian provinces and territories, including Québec and British Columbia.

3. Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable settlement benefits without the delay and uncertainty of trial. The proposed Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right. The Defendants deny all of the allegations made in the lawsuits.

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

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement, along with its exhibits, describes in greater detail the rights and obligations of all the Parties and is available at **[INSERT SETTLEMENT WEBSITE]**. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE PROPOSED SETTLEMENT?

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

You are a Settlement Class Member if you are a person (including an individual or entity) who purchased or leased a Settlement Class Vehicle in Canada. Not all Settlement Class Members are eligible to receive settlement benefits. Some exceptions apply (see question 5).

5. Who is excluded from the proposed Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if you are an Excluded Person. Excluded Persons are:

- the Defendants and their directors and officers;
- anyone who validly opts out of the proposed Settlement;
- anyone who purchased a Settlement Class Vehicle that had, prior to its 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);
- current or former owners or lessees of a Settlement Class Vehicle who previously 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 in the proposed Settlement?

The "**Settlement Class Vehicles**" are Kia-brand vehicles that were originally sold or leased in Canada, were manufactured before the Knock Sensor Detection System (defined below) was incorporated into their production, and are of a model type and model year and equipped with an engine as follows: 2010-2011 model year Kia Forte vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine; 2012-2015 model year Kia Forte vehicles with a Nu 2.0-litre gasoline direct injection ("**GDI**") engine or a Theta II 2.4-litre MPI engine; 2016-2018 model year Kia Forte vehicles with a Nu 2.0-litre GDI engine; 2010-2018 model year Kia Forte Koup vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2011-2013 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2014-2016 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Theta II 2.4-litre MPI engine; 2017-2020 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine; 2010-2012 model year Kia Rondo vehicles with a Theta II 2.4-litre MPI engine; 2014-2015 model year Kia Rondo vehicles with a Nu 2.0-litre GDI engine; 2011

model year Kia Sorento vehicles with a Theta II 2.4-litre MPI engine; 2012 model year Kia Sorento vehicles with a Nu 2.0-litre GDI engine or Theta II 2.4-litre MPI engine; 2012-2016 model year Kia Soul vehicles with a Gamma II 1.6-litre GDI engine; 2014-2016 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2014-2015 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2017-2019 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2012 model year Kia Sportage vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; and 2011-2013 model year Kia Sportage Vehicles with a Theta II 2.4-litre MPI engine.

7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?

Yes. You do not have to have experienced an engine seizure, engine failure, and/or engine fire to be included in this proposed Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the warranty extension.

8. What should I do if I am still not sure whether I am included?

If you are still not sure whether you are included in the Settlement Class, you can ask for help for free by reaching out to the Administrator. You can visit the settlement website at **[INSERT SETTLEMENT WEBSITE]**. You can also call or email the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]** and ask whether your vehicle is included in the proposed Settlement.

Whether you visit the settlement website or call or email the Administrator, 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 proposed Settlement provide?

The proposed Settlement provides the following settlement benefits:

1. Warranty Coverage Extension for Engine Issues Arising from Connecting Rod Bearing Failure

    (i) Product Improvement Campaigns

The Defendants have implemented in Canada voluntary safety recalls in the form of product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in the class actions (the **"Product Improvement Campaigns"**). The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements. The relevant Transport Canada recalls are as follows:

RECALL	VEHICLES COVERED	ENGINE TYPE

2020-535	Soul MY 2014-2016	Nu 2.0-litre GDI
2020-597	Forte MY 2012-2015 Forte Koup MY 2012-2015 Optima Hybrid MY 2011-2013 Sorento MY 2012 Soul MY 2014-2015 Sportage MY 2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
2021-039	Forte MY 2016-2018 Forte Koup MY 2016-2018 Rondo MY 2014-2015	Nu 2.0-litre GDI
2021-040	Forte MY 2010-2011 Forte Koup MY 2010-2011 Rondo MY 2010-2012 Sorento MY 2011 Sportage MY 2011-2013	Theta II 2.4-litre MPI
2021-204	Soul MY 2012-2016	Gamma II 1.6-litre GDI
2021-424	Optima Hybrid MY 2014-2016	Theta II 2.4-litre MPI
2021-666	Optima Hybrid and Plug-in Hybrid MY 2017-2018	Nu 2.0-litre GDI
2021-733	Soul MY 2017-2019	Nu 2.0-litre GDI
2022-004	Optima Hybrid and Plug-in Hybrid MY 2019-2020	Nu 2.0-litre GDI

The Product Improvement Campaigns offered the implementation of a Knock Sensor Detection System ("**KSDS**") update to Settlement Class Members free of charge. The Product Improvement Campaigns included, upon implementation of a KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure.

(ii) The Extended Warranty

Under the proposed Settlement, Kia Canada will sustain in full effect the Extended Warranty provided through the Product Improvement Campaigns for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect (defined below), for the following durations:

a) 12-year/200,000 kilometres, whichever is earlier, for Kia Forte MY 2010-2011, Kia Sorento MY 2011, and Kia Sportage MY 2011 Settlement Class Vehicles; and

b) 10-year/200,000 kilometres, whichever is earlier, for all other Settlement Class Vehicles.

The Extended Warranty covers any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and to the rest of the long block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles. The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

For the 90-day period immediately following the Effective Date of the Settlement, all Settlement Class Vehicles that have not already received an inspection under one of the Product Improvement Campaigns or recalls referenced above will be eligible to schedule a free inspection at a Kia-Authorized Dealer, if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test.

The Extended Warranty will cover all costs associated with any Qualifying Repair (defined on page 12), including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by engine malfunction. Kia-Authorized Dealers will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Kia will provide reimbursement of reasonable rental car, ride-sharing, or other transportation expenses up to $100 per day, unless there is KSDS Installation Neglect (defined below).

Settlement Class Members are eligible for an inspection or a Qualifying Repair (as defined on page 12) under the Extended Warranty even if the Qualifying Repair was necessitated by the owner or lessee because of improper service or maintenance (except in instances of Maintenance Gaps, as defined below). However, Kia Canada or its Authorized Dealers are not required to repair engines or provide new engines under the Extended Warranty or to provide any other compensation for Settlement Class Vehicles previously branded or salvaged or junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire (as defined on pages 14 and 14).

(iii) Denial of the Extended Warranty

The Extended Warranty may be denied where the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, which have the following meanings:

- **Maintenance Gaps** means a situation where,

  - for all Settlement Class Vehicles except ones with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres/12 months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000

kilometres/6 months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

for all Settlement Class Vehicles with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or 12 months, whichever is earlier, up to a mileage of 160,000 kilometres and at a frequency of at least one every 6,000 kilometres/6 months after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

- based on an inspection, at Kia's expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire, defined on pages 14 and 14).

- **KSDS Installation Neglect** has different meanings depending on the context.

  - For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure of a Settlement Class Member to obtain the KSDS update before experiencing an otherwise covered engine failure unless such engine failure occurs within 150 days of this Notice being issued.

  - For the purposes of determining eligibility for non-Extended Warranty benefits, KSDS Installation Neglect means the failure of a Settlement Class Member to have the KSDS update installed within 150 days of this Notice being issued. KSDS Installation Neglect will not apply where:

    - Settlement Class Members brought their Settlement Class Vehicles to an Kia-Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign or recall, but the Authorized Dealer failed to install the KSDS and documents from that time do not show that the Settlement Class Member refused the KSDS installation; or

    - Settlement Class Members made an appointment with a Kia-Authorized Dealer within 150 days of this Notice being issued to have the KSDS installed, but the appointment was cancelled by the Kia-Authorized Dealer through no fault of the Settlement Class Member.

  KSDS Installation Neglect will not bar you from obtaining benefits under the Settlement if the Qualifying Repair (defined on page 12), Qualifying Fire, or Qualifying Failure (defined on pages 14 and 14) for which you seek compensation occurred at some point before 150 days following the issuance of this Notice and before the installation of the KSDS.

You do **not** need to submit a Claim Form to receive this warranty extension under this proposed Settlement. The Extended Warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty. You should retain all

vehicle maintenance records. You may be required to provide records for vehicle maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

2. Reimbursement for Past Qualifying Repairs

Unless Maintenance Gaps exist, money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs, as defined below) 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 have been completed before this Notice was issued and within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING REPAIRS"

- A Qualifying Repair is a completed repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire. Any repair, replacement, diagnosis, or inspection performed by a Kia-Authorized Dealer pursuant to any Transport Canada Recall referenced above constitutes a Qualifying Repair.

- A Qualifying Repair does not include repairs related to Maintenance Gaps or KSDS Installation Neglect, repairs unrelated to engine short block manufacturing issues, repairs where an investigation or inspection revealed an unrelated cause, or repairs related to a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire (defined on pages 14 and 14).

- Whether a repair constitutes a Qualifying Repair will be determined by the Administrator through a review of the repair documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(c) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on grounds of improper service or maintenance (except in cases of Maintenance Gaps as defined on page 10), and even if the repairs were performed by an independent mechanic.

(i) Credit for Free Oil and Filter Change and Tire Rotation

Unless Maintenance Gaps exist, Claimants who were initially denied warranty coverage for a Qualifying Repair for their Settlement Class Vehicle prior to receiving the Approval Notice are

entitled to claim a credit for a free oil and filter change and tire rotation at a Kia-Authorized Dealer, valid for one year from the date it is issued. To obtain this credit, Settlement Class Members must provide the name of the Authorized Dealer that denied the in-warranty repair, and the approximate date when the Claimant presented the Settlement Class Vehicle for repair.

3. Reimbursement for Repair-Related Transportation and Towing Expenses

Money you spent on towing services will be reimbursed in full, and if a loaner vehicle was not provided to you by Kia Canada, money you spent on rental cars, ride-sharing or alternative transportation service expenses will be reimbursed up to $100 per day, if:

- your Settlement Class Vehicle does not involve Maintenance Gaps or KSDS Installation Neglect;
- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- the expense was incurred no more than 15 business days before delivery of your Settlement Class Vehicle to the Authorized Dealer or mechanic for the Qualifying Repair, and up to 3 business days after you were notified that your Settlement Class Vehicle was ready to be picked up;
- you have not already been reimbursed in full for this expense; and
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

4. Credit for Inconvenience Due to Past Repair Delays

If you were required to wait 60 days or more to obtain a Qualifying Repair (as defined above) from a Kia-Authorized Dealer, you may be eligible to receive a dealer credit for use at a Kia-Authorized Dealer.

You will not be eligible to receive this credit where your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, or where you have already received an equivalent or higher payment or credit from Kia or a Kia-Authorized Dealer for any delay in obtaining a Qualified Repair.

In order to receive this credit, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

5. Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle has experienced a certain fire or failure (Qualifying Fires or Qualifying Failures, defined below), you will be reimbursed for money you spent on certain expenses reasonably related to the fire or failure, based on the following requirements:

(a) DATE OF THE QUALIFYING FAILURE OR QUALIFYING FIRE

- The Qualifying Failure or Qualifying Fire must have occurred within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use or (b) 200,000 kilometers, whichever came first.

(b) TYPES OF "QUALIFYING FAILURES"

- A Qualifying Failure is an engine seizure, engine stall, or other vehicle incident, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair.

- An engine failure is not a Qualifying Failure if it was unrelated to the engine short block manufacturing issues, if it was due to Maintenance Gaps or KSDS Installation Neglect, or if it was due to an unrelated cause as revealed by an investigation or inspection.

- An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether a failure constitutes a Qualifying Failure will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(c) TYPES OF "QUALIFYING FIRES"

- A Qualifying Fire is an engine compartment fire that would otherwise be addressed by a Qualifying Repair.

- An engine compartment fire is not a Qualifying Fire where the fire was unrelated to the engine short block manufacturing issues, due to Maintenance Gaps or KSDS Installation Neglect, caused by a third-party part installed on the Settlement Class Vehicle, or due to an unrelated cause as revealed by an investigation or inspection.

- An engine compartment fire that would otherwise be a Qualifying Fire will not qualify where documentation shows the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether an engine compartment fire constitutes a Qualifying Fire will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(d) COVERED EXPENSES

- The following expenses will be reimbursed:
  - towing expenses (reimbursed in full);
  - if the Qualifying Failure or Qualifying Fire occurred within 240km of your nearest residence, transportation expenses on the day of the Qualifying Failure or Qualifying Fire (up to $125);
  - if the Qualifying Failure or Qualifying Fire occurred more than 240km away from your nearest residence, transportation, lodging, and meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire (for a maximum of 3 days, up to $400 for the first day, $250 for the second day, and $130 for the third day).
- You will not receive compensation for these expenses if they were already reimbursed in full separately.
- You will not be reimbursed for any expense other than the ones listed above (i.e., lost wages).

(e) MAKE A TIMELY CLAIM

- See question 10 for how to make your claim for this settlement benefit using the Claim Form.

6. Reimbursement for Settlement Class Vehicles Sold/Traded-In at a Loss

Except where Maintenance Gaps exist, if your Settlement Class Vehicle experienced a Qualifying Failure or Qualifying Fire, and you sold or traded-in your Settlement Class Vehicle before this notice was issued and without obtaining the required repair, you are entitled to reimbursement of the Fair Market Value of the Settlement Class Vehicle plus a goodwill payment of $200, minus the actual amount you received from the sale or trade-in.

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the sale/trade-in, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

7. Reimbursement for Loss of Settlement Class Vehicle by a Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle was deemed a total loss as a result of a Qualifying Fire that occurred within 10 or 12 years,

as applicable based on the vehicle model year, from the date of original retail delivery or the date of first use, or 200,000 kilometres, whichever comes first, you will be eligible to receive reimbursement of the Fair Market Value of the Settlement Class Vehicle, plus a goodwill payment of $200, minus any amount received for the Settlement Class Vehicle (*i.e.*, from insurance proceeds or otherwise).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a valid Claim and make best efforts to obtain and submit documentation demonstrating that the fire originated within the engine compartment and was unrelated to any sort of collision.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

8. Trade-In Rebate Program

If, after this Notice is issued, you (a) lose faith in your Settlement Class Vehicle as a result of the allegations made in the class actions, (b) your Settlement Class Vehicle experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or 200,000 kilometres, whichever comes first, (c) you sell your Settlement Class Vehicle, and (d) you purchase a replacement Kia-brand vehicle from a Kia-Authorized Dealer, you may be entitled to a rebate.

You must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this) to be entitled to any rebate. The rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for your Settlement Class Vehicle, up to the following maximum amounts based on the model year of the Settlement Class Vehicle traded in: for model year 2010-2012 Settlement Class Vehicles, $3,000; for model year 2013-2014 Settlement Class Vehicles, $2,500; for model year 2015-2016 Settlement Class Vehicles, $2,000; and for model year 2017-2021 Settlement Class Vehicles, $1,500.

You will not be entitled to this rebate if your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect.

HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM

10. How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Settlement Approval Hearing being held on **[INSERT DATE]**, you may make a Claim by doing the following:

1) fill out the Claim Form (paper or online) available on the settlement website ([INSERT SETTLEMENT WEBSITE]) or by reaching out to the Administrator by phone ([INSERT PHONE NUMBER]) or by email ([INSERT EMAIL ADDRESS]);

2) include the supporting documentation specified on the Claim Form;

3) submit the Claim Form and supporting documentation to the Administrator online, by mail, or by email at the address listed on the Claim Form; and,

4) do so by the Claims Deadline, which will be posted on the settlement website ([**INSERT WEBSITE**]) once determined by the Court.

Please keep a copy of your completed Claim Form and supporting documentation for your own records. Your completed Claim Form, and any other documents you submit with it, will not be returned to you.

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

11. If my Claim is successful, when will I receive my reimbursement/compensation?

In general, valid Claims will be paid as they are approved after the "**Effective Date**" (the date the Court order approving the Settlement has been issued and entered, if there are no appeals). If there are appeals, the Effective Date will be later. When the Effective Date becomes known, it will be posted at [**INSERT SETTLEMENT WEBSITE**].

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]** before the Ontario Superior Court of Justice, 330 University Ave, Toronto, ON M5G 1R8.

See question 22 for further information about the Settlement Approval Hearing.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [**INSERT SETTLEMENT WEBSITE**].

You may continue to check on the progress of the proposed Settlement by visiting the settlement website **[INSERT SETTLEMENT WEBSITE]** or by reaching out to the Administrator at **[INSERT PHONE NUMBER]** or **[INSERT EMAIL ADDRESS]**.

12. Who will review my Claim?

A third-party Administrator will be appointed by the Court to administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Administrator and if the Claim is valid, the Administrator will send you the reimbursement or compensation directly.

13. What if my Claim is found to be incomplete?

The Administrator will review each Claim Form for completeness. If your Claim Form is found to be incomplete, the Administrator will let you know within sixty (60) days of receiving your Claim Form. You will then have an opportunity to submit the information and/or documentation identified as missing within forty-five (45) days of the date that the Administrator advises you that your Claim Form is incomplete.

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

Unless you exclude yourself in writing (opt out) from the Settlement Class, as described in the answer to question 15, you will be part of the Settlement Class and bound by the Settlement if the Settlement is approved by the Court. That means that you can't sue, continue to sue, or be part of any other lawsuit against Kia or other related entities or individuals (listed in the Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**) 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 the proposed 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 ● of the Settlement Agreement (available at **[INSERT SETTLEMENT WEBSITE]**) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

You will not be charged for contacting these lawyers. You may also hire your own lawyer for legal advice at your own cost.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to receive any benefits from the proposed Settlement, and you want to keep your legal rights, if any, to sue or continue to sue Kia or other related entities or individuals on your own about the legal issues in this case, then you must take steps to exclude yourself from (opt out of) the Settlement Class.

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

The deadline to exclude yourself or opt out of the Settlement Class is ●.

To exclude yourself from the Settlement, you must submit a signed and completed Opt-Out Form to the Administrator, by mail or email, on or before ●. The Opt-Out Form is available at [INSERT SETTLEMENT WEBSITE] or by phoning or emailing the Administrator at [INSERT PHONE NUMBER] or [INSERT EMAIL ADDRESS].

You can't exclude yourself on the phone or on any website. Please keep a copy of your signed and completed Opt-Out Form for your records.

If you exclude yourself or opt out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders in these class action lawsuits; and you will keep the right to sue Kia on your claims at your own expense.

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 Kia and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against Kia, 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 deadline to exclude yourself is **[INSERT DATE]**.

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

No. If you exclude yourself from (opt out of) the Settlement Class, do not submit a Claim Form to ask for any reimbursement or compensation. But, you may sue, continue to sue, or be part of a different lawsuit against Kia, 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.

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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?

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendants (Counsel Fees). It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for Counsel Fees. The Court may award less than the amount requested by Class Counsel. This amount 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 Counsel Fees by visiting **[INSERT SETTLEMENT WEBSITE]**.

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 AND/OR TO COUNSEL FEES

You can tell the Court that you don't agree with the proposed Settlement or some part of it, and/or the Counsel Fees request.

20. How do I tell the Court if I do not like the proposed Settlement and/or the Counsel Fees request?

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

You can also object to the Counsel Fees request.

If you want to object to the proposed Settlement and/or the Class Counsel Fees request, you are asked to do so in writing. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you are asked to submit a signed written objection statement to the Administrator, by mail ([INSERT ADDRESS]) or email ([INSERT EMAIL ADDRESS]), on or before ●. In your signed written objection statement, you are asked to include the following:

1) your full name, mailing address, telephone number, and email address (if available);

2) the model year and VIN of your Settlement Class Vehicle;

3) a written statement of the basis for your objection (for example, any factual and legal grounds on which you rely);

4) copies of any papers, briefs, or other documents upon which your objection is based;

5) an indication of whether you intend to participate in the Settlement Approval Hearing;

6) an indication of whether you intend to participate in the Settlement Approval Hearing through counsel, and if so, the name, mailing address, telephone number, and email address of any counsel representing you who intends to appear at the Settlement Approval Hearing; and

7) your signature.

If you want to speak at the Settlement Approval Hearing, please indicate your intention to do so in your written objection statement. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object to the proposed Settlement only if you stay in the Settlement Class.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and the proposed Settlement. If you exclude yourself (opt out), you have no basis to object because the proposed Settlement no longer affects you.

THE SETTLEMENT APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement and Counsel Fees request. 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 Court decide whether to approve the proposed Settlement and the Counsel Fees request?

The Settlement Approval Hearing will take place on **[INSERT DATE AND TIME]**, before the Ontario Superior Court of Justice, 330 University Ave, Toronto, Ontario M5G 1R8. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on [INSERT SETTLEMENT WEBSITE].

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much to pay Class Counsel. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check **[INSERT SETTLEMENT WEBSITE]** for updated information.

23. Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Settlement Class Members do not need to appear at the Settlement Approval Hearing, or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit an objection, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your written objection statement on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will be entitled to the extended warranty described above in section 9.1 (unless the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, defined in section 9.1(iii)), but no other settlement benefits. In order to receive any reimbursements or compensation from the proposed Settlement, you must submit a valid and timely Claim Form. Unless you exclude yourself (opt out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Kia, 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 proposed Settlement, subject to any applicable limitation periods.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at **[INSERT SETTLEMENT WEBSITE]**.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). Please do not contact the court offices.

26. How do I get more information?

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at **[INSERT SETTLEMENT WEBSITE]**, by phoning the Administrator (●), or by emailing the Administrator (●). You may also contact Class Counsel directly at the contact information listed under question 18.

HYUNDAI & KIA ENGINES 2 (CONNECTING ROD BEARINGS) 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 certain vehicles in Canada in the proposed class actions commenced by McCloskey, Kapron, Killoran, and Roy (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

Class Counsel, on behalf of the Settlement Class Representatives, Hyundai, and Kia (collectively, the "**Parties**"), seek to provide comprehensive notice of the Settlement. To this end, the Notice Plan proposes to provide English-language and French-language direct notice to Settlement Class Members where available, as well as general notice through digital and/or 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. The functionality of the Settlement Websites will include, but not be limited to:

- posting English-language and French-language copies of the Settlement Agreement, the short-form and long-form Pre-Approval Notices (discussed below), the Approval Notice (discussed below), the Claim Form, the Opt-Out Form, and any Orders issued in the Actions relevant to the Settlement Agreement;

- posting a summary of some of the benefits available to eligible Claimants under the Settlement;

- providing Settlement Class Members with the ability 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

- posting the Settlement Phone Number.

If the Settlement is approved by the Court, the Claims Program will begin as soon as reasonably practicable after the Effective Date. The Administrator will update the Settlement Websites to 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 Claims through the applicable Settlement Website.

The Settlement Websites will also contain information on the Settlement and claims processes, which will be modified from time to time as necessary to: (i) reflect questions from Settlement

Class Members; (ii) address any common misunderstandings; and (iii) 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 proposed Settlement and its benefits, the date of the Settlement Approval Hearing, and the procedures for objecting to and opting out of the proposed Settlement; and

   (b) the Approval Notice, which will provide notice regarding whether the Court has approved the Settlement and, if so, information about when and how to participate in the Claims Program.

2. The proposed formats of the Notices are as follows:

   (a) a long-form Pre-Approval Notice providing detailed information about the proposed Settlement in a form and with content to be agreed upon by the Parties;

   (b) a short-form Pre-Approval Notice providing a brief summary of the proposed Settlement in a form and with content to be agreed upon by the Parties. If emailed to Settlement Class Members, the short-form Pre-Approval Notice will include a hyperlink to the applicable Settlement Website where a copy of the long-form Pre-Approval Notice will be available;

   (c) digital Internet advertisements directed to Canadian citizens via the Google Display Network and/or social media (Facebook or Instagram) with a “Learn More” hyperlink to the Settlement Website, in a form and with content to be agreed upon by the Parties; and

   (d) an Approval Notice, which will be in a short form with content to be agreed upon by the Parties.

III. THE NOTICE PROGRAM

This section sets out the proposed dissemination and timing of each of the Notices.

A. Pre-Approval Notice

1. The contact information available to Hyundai Canada, Kia Canada, and Class Counsel will be relied upon to provide direct notice. To this end:

   (a) If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will deliver the short-

form Pre-Approval Notice by email, under cover of a message approved by the Parties, to: (i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid email address; and (ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid email address. The emails 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 Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the Administrator with the Parties to allow them to evaluate the ongoing effectiveness of the Notice Plan.

(b) If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will send by regular mail the short-form Pre-Approval Notice, 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 long-form Pre-Approval Notice, to: (i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid mailing address, but not a valid email address, as their contact information; (ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid email address, as their contact information; and (iii) all potential Settlement Class Members of whom Hyundai Canada or Kia Canada is aware because they have other ongoing claims pending against Hyundai or Kia relating to a Released Claim, and who have a valid mailing address, but not a valid email address.

(c) Within two weeks after the email distribution set out in paragraph 1(a) of this section, the short-form Pre-Approval Notice, 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 long-form Pre-Approval Notice, will be mailed via regular mail by the Administrator to all Settlement Class Members who were initially emailed the short-form Pre-Approval Notice, whose email addresses were invalid such that the Administrator received a bounce-back, and for whom Hyundai Canada or Kia Canada, or Class Counsel, has a valid mailing address.

2. If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, the Administrator will arrange for the publication of digital Internet advertisements on the Google Display Network and/or social media advertisements on Facebook or Instagram, over the span of 30 days, which shall be substantially in the form agreed upon by the Parties, in either English or French, depending on the website's language. These advertisements will directly link to the Settlement Websites for further information and will be displayed to a targeted Canadian audience.

3. If the Court grants the Pre-Approval Order, within thirty (30) days thereafter or such other date as agreed to by the Parties, English-language and French-language versions of the short-form Pre-Approval Notice and long-form Pre-Approval Notice will be provided by

Class Counsel to the Canadian Bar Association ("**CBA**") National Class Action Database with a request that they be posted online.

B. Approval Notice

4. If and when the Court approves 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 Administrator, within thirty (30) days of the Effective Date, the Administrator will deliver the Approval Notice by email, under cover of an email message approved by the Parties, to:

(i) all potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid email address;

(ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid email address; and

(iii) all potential Settlement Class Members who provide a valid email address through the Settlement Websites.

The emails 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 Administrator will have an automated record of receipt. The confirmation of delivery data will be shared by the 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 Administrator, within thirty (30) days of the Effective Date, the 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 potential Settlement Class Members for whom Hyundai Canada or Kia Canada has a valid mailing address, but not a valid email address;

(ii) all potential Settlement Class Members who have contacted Class Counsel and provided a valid mailing address, but not a valid email address; and

(iii) all potential Settlement Class Members who provide their mailing address only through the Settlement Websites.

5. If and when the Court approves the Settlement, the Administrator will arrange for the publication of Internet advertisements on the Google Display Network and/or social media advertisements on Facebook or Instagram, over the span of 30 days, the form and content

of which shall be approved by the Court at the Settlement Approval Hearing, in either English or French, depending on the website's language. These advertisements will directly link to the Settlement Websites for further information and will be displayed to a targeted Canadian audience.

6. Within one week of the Effective Date, the Approval Notice will be provided by Class Counsel to the CBA National Class Action Database with a request that it be posted online.

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McCloskey and Kapron v. Kia Canada Inc., et al., CV-22-00675588-00CP (Ont Sup Ct)
Killoran v. Hyundai Auto Canada Corp., et al., Court File No. S-213324 (BC SC)
Roy, et al. v. Hyundai Auto Canada Corp., et al., Court File No. 500-06-001136-213 (QC Sup Ct)

OPT-OUT FORM

ONLY SUBMIT THIS FORM IF YOU **DO NOT** WANT TO
PARTICIPATE IN AND CLAIM BENEFITS UNDER THE PROPOSED SETTLEMENT.

Instructions: This is not a registration form or a claim form. Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO BE EXCLUDED** from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement in Canada. DO NOT USE THIS FORM IF YOU WANT TO PARTICIPATE IN THE CLASS ACTION AND PROPOSED SETTLEMENT.

1. SETTLEMENT CLASS MEMBER IDENTIFICATION

Provide the following information about the person (i.e., the Settlement Class Member) submitting this Opt-Out Form, or, if applicable, on whose behalf you are submitting this Opt-Out Form.

Last Name:	First Name:	Middle Initial:
Address:		Apt. Number:
City: / Province:	Postal Code:	Country:
Phone Number:	Email Address (if available):	

2.REPRESENTATIVE IDENTIFICATION (complete this section only if you are submitting this Opt-Out Form on behalf of a Settlement Class Member who is deceased or for another reason)

If you are submitting this Opt-Out Form as a representative on behalf of a Settlement Class Member, please provide the following personal identification information (about you) **and attach a copy of the Certificate of Appointment of Estate Trustee, Continuing Power of Attorney for Property, or other document(s) establishing your authority to act on this person's behalf**.

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:

☐ DECEASED ☐ A MINOR ☐ OTHER REASON (Identify: _____)

Representative's Last Name:	Representative's First Name:	Representative's Relationship to Requestor:
Representative's Mailing Address:		Apt. Number:
City: / Province/State:	Postal Code/Zip Code:	Country:
Representative's Phone Number:	Representative's Email Address:	Representative's Law Firm Name (if applicable):

NOTE: THIS OPT-OUT FORM WILL BE INVALID UNLESS SIGNED PERSONALLY BY THE SETTLEMENT CLASS MEMBER EXCEPT WHERE THE SETTLEMENT CLASS MEMBER IS DECEASED, A MINOR, OR LEGALLY INCAPACITATED.

3. VEHICLE IDENTIFICATION

Please provide the following information concerning the Hyundai or Kia vehicle bought or leased in Canada. If there is more than one vehicle, please provide the following information for other vehicles in an attachment.

MANUFACTURER: ☐ Hyundai ☐ Kia		
Vehicle Model:	Model Year of Vehicle:	Vehicle Identification Number (VIN):

4. PROOF OF OWNERSHIP

For each of the vehicles identified in section 3, **attach a copy of your proof of ownership**. If you own or previously owned the vehicle, please provide a copy of the vehicle's registration certificate or bill of sale. If you lease or previously leased the vehicle, please provide a copy of the lease agreement relating to the vehicle.

5. I WISH TO OPT OUT

Check **only** the applicable box below to confirm your intention to opt out of the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement.

☐ I am a person who purchased or leased a Settlement Class Vehicle in Canada. I wish to be excluded from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement and am opting out. I understand that by opting out, I will not be eligible to receive any settlement benefits.

☐ I am the representative of the above-identified Settlement Class Member who purchased or leased a Settlement Class Vehicle in Canada. I am signing this Opt-Out Form on that Settlement Class Member's behalf to **EXCLUDE** that Settlement Class Member from the proposed Hyundai and Kia Engines 2 (Connecting Rod Bearings) Class Actions Settlement. I understand that by submitting this Opt-Out Form, the Settlement Class Member will not be eligible to receive any settlement benefits. [Note: For this Opt-Out Form to be valid, you must attach a copy of the Certificate of Appointment of Estate Trustee, Continuing Power of Attorney for Property, or other document establishing your authority to act on the Settlement Class Member's behalf.]

6. SIGNATURE & DATE

_____ _____/_____/_____

Your Signature YYYY MM DD

If you wish to opt out of the proposed Settlement, **your Opt-Out Form and any attachment(s) MUST be received on or before [INSERT DATE]** by mail or courier at **Hyundai and Kia Engines 2 (Connecting Rod Bearings) Administrator c/o** [**insert Administrator address**] or by email at **[INSERT HYUNDAI EMAIL ADDRESS]** or **[INSERT KIA EMAIL ADDRESS]**.

If you submit this form, you will not be able to receive any benefits that may be available under the proposed Settlement unless you re-elect in writing to opt in to the proposed Settlement. Any re-election request MUST be received on or before **[INSERT DATE]** at the address or email address given above. After that date, you must obtain a Court order to be allowed back into the proposed Settlement.

If you have questions before submitting this form, contact the Administrator by telephone at ● or by email at ●.

BRIAN McCLOSKEY et al
Plaintiffs

-and-

KIA CANADA INC et al
Defendants

Court File Number CV-22-00675588-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

ORDER
(Certification For Settlement Purposes and Notice Approval)

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