

NOTICE OF PROPOSED CLASS SETTLEMENT

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

Model	Model Years
Hyundai Sonata	2011 – 2019
Hyundai Santa Fe Sport	2013 – 2019
Hyundai Tucson	2014, 2015, 2019

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

The purpose of this notice is to inform you of a proposed settlement in the following class action lawsuits:

- *McBain v. Hyundai Auto Canada Corp., et al.*, Court File No. 19-00001186-000T (Ontario Superior Court of Justice)
- *Papp v. Kia Motors America Inc., et al.*, Court File No. QBG 795/19 (Saskatchewan Court of Queen’s Bench)
- *Killoran v. Hyundai Auto Canada Corp., et al.*, Court File No. S-194327 (British Columbia Supreme Court)
- *Pelletant v. Hyundai Auto Canada Corp., et al.*, Court File No. 500-06-0010103-198 (Superior Court of Québec)

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

These lawsuits allege that the Settlement Class Vehicles suffer from a defect that can cause engine seizure, stalling, failure, and/or fire. Hyundai has not been found liable for any of the claims alleged in these lawsuits. The parties have instead proposed a settlement in order to avoid lengthy litigation (the “**Settlement**”).

Individuals who own or lease, or who previously owned or leased, a Settlement Class Vehicle are each known as “**Settlement Class Members**” and are collectively the “**Settlement Class.**” Settlement Class Members may be entitled to compensation if they submit a valid and timely claim that is approved pursuant to the review process described in this notice and approved by the Courts.

Potential Settlement Benefits:

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

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

Settlement Approval Hearings:

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

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

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

Your Legal Rights and Options:

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

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

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

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BASIC INFORMATION

1. Why did I get this notice package?

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

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

You should read this entire notice.

2. What are the class actions about?

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

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

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

3. Why is there a settlement?

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

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

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

WHO IS IN THE SETTLEMENT?

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

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

5. Who is Excluded from the Settlement?

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

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

6. Which vehicles are included?

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

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

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

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

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

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

SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement provides the following benefits:

1. Warranty Extension

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

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

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

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

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

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

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

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

2. Reimbursement for Past Repairs

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

(a) **DATE OF REPAIRS**

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

(b) **TYPES OF “QUALIFYING REPAIRS”**

A Qualifying Repair is a repair, replacement, diagnosis, or inspection of the engine short-block assembly, which includes the engine block, crankshaft and bearings, connecting rods and bearings, and pistons due to a connecting rod bearing failure or symptoms associated with connecting rod bearing failure.

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

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It does not include repairs caused by a collision involving a Class Vehicle, unless the collision was directly caused by a Settlement Class Vehicle failure otherwise subject to a Qualifying Repair.

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

(c) COMPENSATION FOR PREVIOUSLY DENIED WARRANTY REPAIRS

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

(d) COMPENSATION FOR INCONVENIENCE DUE TO REPAIR DELAYS

If you experienced more than 60 days of delay in obtaining a Qualifying Repair from an authorized Hyundai dealership, you are eligible to receive a dealer credit based on the length of the delay.

If you had delays between 61 and 90 days, you will be entitled to a \$65 dealer credit, plus an additional \$35 dealer credit for each additional 30-day period of delay or fraction thereof (e.g., a Settlement Class Member may receive a \$65 dealer credit for delays lasting 61-90 days, a \$100 dealer credit for delays lasting 91-120 days, etc.).

(e) MAKE A TIMELY CLAIM

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

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

3. Reimbursement for Rental Cars, Towing, Etc.

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

The expense was reasonably related to obtaining one of the Qualifying Repairs listed above; and,

You make a timely claim using the Claim Form (see section 10 for how to do this).

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

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

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

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

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

5. Compensation for Loss of Vehicle by Engine Fire

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

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

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

6. Rebate Program

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

7. Informational Pamphlet

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

HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

10. How do I make a claim?

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

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

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

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

11. When would I get my reimbursement?

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

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

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

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

The Settlement Approval Hearings may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at www.HyundaiCanadaThetaEngineSettlement.com.

You may continue to check on the progress of the Settlement by visiting the website www.HyundaiCanadaThetaEngineSettlement.com or calling 1-833-683-5860.

12. Who will review my claim?

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

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

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

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

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

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

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

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

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

15. How do I get out of the Settlement?

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

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

<p>Hyundai Theta Settlement Notice Administrator c/o Epiq Class Action Services P.O. Box 507 STN B Ottawa, ON K1P 5P6</p>
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You can’t exclude yourself on the phone, on any website, or by e-mail. Please keep a copy of any exclusion (or opting out) letter for your records.

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

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

<p>Michael Peerless MCKENZIE LAKE LAWYERS London Office 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 E-mail: mike.peerless@mckenzielake.com</p> <p>Jay Strosberg STROSBURG SASSO SUTTS LLP 1561 Ouellette Avenue Windsor, ON N8X 1K5 Email: jay@strosbergco.com</p>	<p>K.S. Garcha GARCHA & COMPANY Barristers & Solicitors #405 – 4603 Kingsway Burnaby, BC V5H 4M4 Email: ksgarcha@garchalaw.ca</p> <p>EvattMerchant, Q.C. and Christine Nasraoui MERCHANT LAW GROUP LLP 10 Notre-Dame St. East, #200, Montreal, QC H2Y 1B7 Email: merchant@merchantlaw.com and montreal@merchantlaw.com</p>
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

An Objection Form is available as of December 14, 2020 at www.HyundaiCanadaThetaEngineSettlement.com. The completed Objection Form must include:

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

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

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

21. What is the difference between objecting and excluding?

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

THE SETTLEMENT APPROVAL HEARINGS

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

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

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

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

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

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

The Zoom access code will be posted on www.HyundaiCanadaThetaEngineSettlement.com a few days prior to the hearing date.

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

The Settlement Approval Hearings may be rescheduled without further notice to you, so it is recommended you periodically check www.HyundaiCanadaThetaEngineSettlement.com for updated information.

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

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

IF YOU DO NOTHING

24. What happens if I do nothing at all?

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

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

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at www.HyundaiCanadaThetaEngineSettlement.com.

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

26. How do I get more information?

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