

ONTARIO

## SUPERIOR COURT OF JUSTICE



Notice published under the Ontario *Class Proceedings Act, 1992*

To all Canadian residents who have ever owned or leased a Hyundai vehicle listed below and that was purchased/leased by the first retail owner/lessee before September 10, 2002 from a Hyundai dealer in any Province or Territory other than Québec (the “Class Members”).

In the lawsuit to which this Notice relates, the "Class Vehicles" are: 1997-1998 Sonata 2.0 Litre, 2002 Santa Fe 2.4 Litre, 2001-2002 Sonata 2.4 Litre, 1996 Accent 1.5 Litre DOHC, 2002 Sonata 2.7 Litre, 2003 Tiburon 2.7 Litre, 1997 Accent 1.5 Litre DOHC, 1997 Elantra 1.8 Litre, 2001-2002 Santa Fe 2.7 Litre, 1999 Accent 1.5 Litre, 2003 Tiburon 2.0 Litre, 2001 XG300 3.0 Litre, 2000 Sonata 2.5 Litre, 2001-2002 Elantra 2.0 Litre, 2001-2002 Accent 1.5 Litre, 2001 Sonata 2.5 Litre, 2002 Accent 1.6 Litre, 2000 Elantra 2.0 Litre, 1997-2001 Tiburon 2.0 Litre, 2000 Accent 1.5 Litre, 1995-1997 Accent 1.5 Litre SOHC, 1993-1994 Scoupe 1.5 Litre Turbo, 1998 Elantra 1.8 Litre, 1997 Tiburon 1.8 Litre, 1995-1996 Sonata 2.0 Litre, 1998 Accent 1.5 Litre, 1993-1995 Scoupe 1.5 Litre, 2000 Sonata 2.4 Litre, 1992-1993 Sonata 2.0 Litre.

If you have ever owned or leased a Class Vehicle, this Notice will be important to you.

This notice is published by order of the Honourable Justice Rady of the Ontario Superior Court of Justice and explains:

1. The lawsuit;
2. Who might benefit from the lawsuit;
3. The settlement terms of the lawsuit;
4. Your right to choose whether or not to be part of the lawsuit; and
5. Other matters.

## 1. The Lawsuit

Graham Barham of the Province of Ontario has sued Hyundai Canada Inc., Hyundai Motor America, Inc. (c.o.b. as "Hyundai Auto Canada") and Hyundai Motor Company (collectively "Hyundai") for allegedly misstating the horsepower of certain Hyundai vehicles.

The lawsuit claimed \$1,000 per Class Member in compensatory damages and \$5 million in punitive damages.

On September 14, 2005, the Honourable Justice Rady of the Ontario Superior Court of Justice certified this case as a class proceeding and approved the settlement of this case.

## 2. Who might benefit from the case

Justice Rady has allowed Mr. Barham to represent the following class of people in what is known as a "class proceeding" lawsuit:

All Canadian residents who have ever owned or leased a Class Vehicle that was purchased/leased by the first retail owner/lessee prior to September 10, 2002 from a Hyundai dealer in any Province or Territory other than Québec.

## 3. The settlement terms of the lawsuit

On September 9, 2002, Hyundai announced that there was a discrepancy between published horsepower ratings and the horsepower ratings disclosed by testing. At that time, Hyundai offered, as a gesture of goodwill, certain benefits to owners of vehicles in Groups A, B and C as set out below in Table 1 (the "Goodwill Offer").

The settlement terms provide that Class Members who owned or leased certain Class Vehicles on September 9, 2002, are eligible to receive compensation. The amount of that compensation depends on (a) the magnitude of the difference between the published horsepower rating of the Class Vehicle and the rating established by testing, and (b) whether the Goodwill Offer was accepted for the claimant's vehicle. The amounts of compensation are shown in Table 1.

**TABLE 1**

(The compensation amounts set forth in this table will be subject to reduction in order to pay legal fees to Class Counsel)

1 GROUP	2 VEHICLE MODEL AND YEAR	3 GOODWILL NOT TAKEN	4 GOODWILL TAKEN
Group A	Accent 1.5 litre DOHC (1996) Santa Fe 2.4 litre (2002) Sonata 2.4 litre (2001, 2002) Sonata 2.0 litre (1997, 1998)	\$180	\$116
Group B	Accent 1.5 litre DOHC (1997) Sonata 2.7 litre (2002)	\$120	\$66

	Tiburon 2.7 litre (2003)		
Group C	Accent 1.5 litre (1999) Santa Fe 2.7 litre (2001,2002) Sonata 2.5 litre (2000) Tiburon 2.0 litre (2003) Elantra 1.8 litre (1997) XG300 3.0 litre (2001)	\$60	\$17
Group D	Elantra 2.0 litre (2000-2002) Tiburon 2.0 litre (1997-2001) Accent 1.5 litre (2001, 2002) Accent 1.6 litre (2002) Sonata 2.5 litre (2001)	\$40	N/A
Group E	Accent 1.5 litre (1998, 2000) Accent 1.5 litre SOHC (1995-1997) Scoupe 1.5 litre Turbo (1993-1994) Scoupe 1.5 litre (1993-1995) Elantra 1.8 litre (1998) Tiburon 1.8 litre (1997) Sonata 2.0 litre (1992-1993,1995-1996) Sonata 2.4 litre (2000)	N/A	N/A

Owners and Lessees of Class Vehicles who are eligible for compensation must, not later than December 12, 2005, file a signed claim form, substantially in the form set out below as Schedule A, with Hyundai Auto Canada. In that claim form, the Class Member must (i) identify the Class Vehicle he or she owned or leased on September 9, 2002 (including the full vehicle identification number, if available), (ii) declare that he or she was aware of the published horsepower and considered the published horsepower in deciding to purchase/lease the Class Vehicle, and (iii) declare that he or she was the owner/lessee of the Class Vehicle on September 9, 2002, and attach either proof of ownership or a copy of the lease agreement, as applicable. In the event the Class Member has difficulty providing proof of ownership or a copy of the lease agreement, the Class Member may instead provide a sworn statement confirming that the Class Member owned/leased the Class Vehicle on September 9, 2002.

Eligible Class Members who submit timely claims will receive their compensation by way of cheque mailed to the address shown in the claim form.

A properly completed claim form and all supporting documentation must be received by Hyundai Auto Canada, 75 Frontenac Drive, Markham, Ontario L3R 6H2, Attention: Customer Relations (Horsepower Settlement), not later than December 12, 2005, failing which the Class Member will no longer be entitled to any compensation.

The Class Members' recoveries will be subject to payment of Class Counsel's fee, in an amount to be determined by the court, plus GST. If you would like a copy of the Settlement Agreement, it is available on the web at [www.classaction.ca](http://www.classaction.ca), [www.poynerbaxter.com](http://www.poynerbaxter.com) or [www.hpsettlement.ca](http://www.hpsettlement.ca). You can obtain a hard copy by contacting Class Counsel (as defined below), toll free, at 1-800-461-6166.

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

**4. Your right to choose whether or not to be part of the lawsuit**

*(a) How to be Included in the Class.*

If you are a Class Member, then you will automatically be included in the lawsuit unless you opt out.

*(b) How to be Excluded from the Lawsuit.*

To opt out of the Lawsuit, you must fill out the coupon set out below as Schedule B and send it to Siskind, Cromarty, Ivey & Dowler LLP (“Class Counsel”). The deadline for opting out is December 12, 2005. If your opt-out coupon is not received by that date, you will remain a Class Member.

All Class Members who do not opt out of the class proceeding will be bound by the settlement. This means, for example, that after this lawsuit is over you could not start your own lawsuit for the same claims.

**5. Other matters**

Mr. Barham retained the law firm of Siskind, Cromarty, Ivey & Dowler LLP to represent him and the Class Members in the lawsuit. The law firm will be paid legal fees only if the lawsuit is successful. If the lawsuit is successful, the legal fees will be determined by the Court.

For further information about the lawsuit you may contact:

Siskind, Cromarty, Ivey & Dowler LLP  
Barristers & Solicitors  
680 Waterloo Street  
London, Ontario N6A 3V8  
Tel.: (800) 461-6166

The court papers in this lawsuit are available for inspection at the office of the Superior Court of Justice, Court House, 80 Dundas St., London, Ontario, court file # 45587.

Please DO NOT CALL Justice Rady or the registrar of the court. They will not be able to answer your questions about the lawsuit.

**October 12, 2005**