

Appendix D to Settlement Agreement

HYUNDAI AUTOMOBILE CLASS ACTION

NOTICE OF HEARING FOR APPROVAL OF PROPOSED SETTLEMENT AND CERTIFICATION OF CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

TO CLASS MEMBERS: To all Canadian residents who have ever owned or leased a Hyundai vehicle listed in Table 1 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").

**1. PURPOSE OF THIS
NOTICE**

A class proceeding has been initiated in Ontario alleging that the Defendants, Hyundai Canada Inc., Hyundai Motor America Inc. (c.o.b. as "Hyundai Auto Canada") and Hyundai Motor Company (collectively, "Hyundai"), negligently misrepresented and overstated the horsepower ratings in various models of Hyundai vehicles.

A Settlement Agreement has been reached between the Plaintiffs and Hyundai, with settlement benefits up to approximately \$3,239,589.00 to be paid to settle the claims of all Class Members. If you would like a copy of the Settlement Agreement, it is available on the web at www.classaction.ca, www.poynerbaxter.com or www.hpsettlement.ca. You can obtain a hard copy by contacting Class Counsel (as defined below), toll free, at 1-800-461-6166 ext. 385.

Hyundai will pay Class Counsel costs (legal fees and expenses) of \$200,000, plus applicable taxes. These legal fees and expenses will be in addition to the total amount of the settlement fund, and therefore will not reduce the fund. Class Counsel will also seek court approval for legal fees to be paid from amounts payable to Class Members. Such legal fees will amount to up to 25% of amounts payable to Class Members who submit valid claims under the Settlement. Class Counsel will not seek additional payment for their future time spent or expenses incurred in the proceedings against Hyundai.

A settlement approval hearing in this class proceeding has been scheduled for **September 14, 2005 at 1:00 pm** at the Courthouse of the Ontario Superior Court of Justice, 80 Dundas Street, London Ontario, N6A 6A1. At this hearing, the Court will determine whether the Settlement Agreement is fair, reasonable and in the best interests of the Class Members. All timely filed, written submissions from Class Members will be considered at this time. If the Settlement Agreement is approved, the Court will certify the action against Hyundai as a class proceeding, and will determine the fee requests of Class Counsel.

If you wish to comment on, or make an objection to, the Settlement Agreement, you must deliver a written submission to Class Counsel at the address listed below, no later than September 1, 2005. Class Counsel will forward all such submissions to the Court.

If you do not deliver a written submission to Class Counsel by September 1, 2005, you will not be entitled to participate in the hearing and you will

have no standing to later file an appeal should the Settlement Agreement be approved. Should the Settlement Agreement receive final approval from the Court, further Notices will be published on the websites listed above, and in such media as are directed by the Court.

2. DISTRIBUTION PROTOCOL

If the Settlement Agreement receives Court approval, the settlement payments will be made in accordance with the distribution protocol to be approved by the Court. If you owned or leased a vehicle listed in Table 1 below on September 9, 2002, and it was purchased/leased by the first retail owner/lessee from a Hyundai dealer in any Province or Territory other than Québec, you are eligible to make a claim under this settlement, **whether or not you still own the vehicle. Class Members who are lessors of a Class Vehicle are not eligible for compensation.**

On September 9, 2002, Hyundai announced that there was a discrepancy between published horsepower ratings and the horsepower ratings as 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").

To qualify for a claim, you will be required to submit documents confirming that you were the owner of the vehicle on September 9, 2002, that you were aware of the vehicle's published horsepower when you purchased the vehicle, and that this was a consideration in your decision to purchase.

Each Class Member who is eligible for compensation, and who submits a valid and timely claim form, will be entitled to receive the compensation set out below. Each Class Member's compensation will be based upon the magnitude of the difference between the published horsepower and the rating established by testing, as announced by Hyundai September 9, 2002. If the owner or lessee of the vehicle accepted the Goodwill Offer, then the claimant will receive the amounts in Column 4. If the Goodwill Offer was not accepted for the claimant's vehicle, then the claimant will receive the amounts in Column 3. In some circumstances, the claimant may have the right to waive the benefits of the Goodwill Offer and receive the higher amount in Column 3, as provided by the Settlement Agreement.

TABLE 1

(The Compensation amounts set forth in the table below will be subject to reduction

in order to pay legal fees to Class Counsel)

1	2	3	4
GROUP	VEHICLE MODEL AND YEAR	GOODWILL OFFER NOT TAKEN	GOODWILL OFFER 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) Tiburon 2.7 litre (2003)	\$120	\$66

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

3. **RELEASE OF CLAIMS AND THE EFFECT ON OTHER PROCEEDINGS** If the Settlement Agreement receives Court approval, you will be bound by the terms of the Settlement Agreement, unless you "opt out".

This means that you will not be able to bring or maintain any other claim or legal proceeding against Hyundai in relation to the matters alleged in these proceedings, unless you "opt out".

4. **CLASS COUNSEL** Class Counsel: The law firm of *Siskind, Cromarty, Ivey & Dowler* ^{LLP}
Attention: Elizabeth deBoer, 680 Waterloo Street, P.O. Box 2520, London, Ontario, N6A 3V8 represents the Class, and can be reached, toll free, at 1-800-461-6166, ext 385.

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

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.