

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NICHOLAS CIRULLI and ROBERT
D'ELIA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR AMERICA

Defendant.

Case No. SACV08-00854 AG(MLGx)

Judge: Hon. Andrew J. Guilford

**If you currently own or lease one of the following
Hyundai vehicles in the United States, you may be
entitled to participate in an inspection, repair, and
reimbursement program affecting your vehicle:**

**2001-2003 Hyundai Elantra
2001-2003 Hyundai Santa Fe
1999-2004 Hyundai Sonata**

**2003 Hyundai Tiburon
2001-2004 Hyundai XG300/XG350**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The Settlement of a class action lawsuit will provide certain inspection and repair or replacement services, free of charge, to certain owners and lessees for possible corrosion of certain suspension components, such as front subframes, front lower control arms, and rear trailing arms.
- These inspection and repair or replacement services were previously offered to recipients of related recall notices issued by Hyundai to owners of vehicles in "Salt Belt States." If you have already received a recall notice for possible corrosion of certain suspension components, such as front subframes, front lower control arms, and rear trailing arms and arranged with your Hyundai dealer for these inspection and repair or replacement services, there is no need to request these services again.
- The Settlement will also reimburse owners and lessees who paid expenses in the past for replacement of specified parts due to corrosion to the extent that these expenses have not

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already been paid by Hyundai. (For more details regarding this reimbursement program, see response to Question 8 below: "What does the Settlement provide? What can I get from the Settlement?")

- To qualify for any of the Settlement benefits described in this notice, you must be a current owner or lessee of one of the Hyundai vehicles listed above manufactured within a specific date range (see response to Question 5 below: "How do I know if I am part of the Settlement?"). You also must meet certain other criteria explained in this notice.
- In order to qualify for any of the Settlement benefits described in this notice, one of the following must be true: (i) you have paid expenses in the past for replacement of specified parts due to corrosion and you have not already been reimbursed by Hyundai; (ii) you registered the vehicle in a Salt Belt State or operated the vehicle in a Salt Belt State for a substantial period of time (9 or more consecutive months); or (iii) at some point in the future, you will register the vehicle in a Salt Belt State or operate the vehicle in a Salt Belt State for a substantial period of time (9 or more consecutive months). At least one of these foregoing conditions must apply to you for you to qualify for benefits under this Settlement. Unless you exclude yourself from this Settlement (see response to questions 12, 13, and 14 below), you will also lose the right to file a lawsuit against Hyundai about the legal claims in this lawsuit. However, if you exclude yourself from this Settlement, you will lose the right to any benefits if, at some point in the future, you register the vehicle in a Salt Belt State or you (or a family member or someone else) operate the vehicle in a Salt Belt State for a substantial period of time (9 or more consecutive months).
- These inspection and repair or replacement services are not recommended if your vehicle: (i) was not included in the related recall because your vehicle is not registered in a Salt Belt State (for a list of Salt Belt States, see response to Question 8 below: "What does the Settlement provide? What can I get from the Settlement?"); (ii) was not previously registered in a Salt Belt State; or (iii) was not operated in a Salt Belt State for a substantial period of time (9 or more consecutive months). However, even if these inspection and repair or replacement services are not recommended for your vehicle now, you can become eligible for such services if, in the future, you register the vehicle in a Salt Belt State or operate the vehicle in a Salt Belt State for a substantial period of time (9 or more consecutive months).
- Your legal rights are affected whether you act or don't act. Please read this entire notice carefully.

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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You may be eligible for certain inspection and repair/replacement services and certain reimbursement benefits if the Settlement is approved. You also lose the right to file a lawsuit against Hyundai Motor America or Hyundai Motor Company about the legal claims in this case.
EXCLUDE YOURSELF	You will receive no Settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against Hyundai Motor America or Hyundai Motor Company about the legal claims in this case.
OBJECT	Write to the Court about why you don't like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice?

You may own or lease one of the vehicles involved in a lawsuit. The Court sent you this notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections and appeals are resolved, Hyundai Motor America (“Hyundai”) will provide for inspection and repair or replacement services agreed to in the Settlement and provide reimbursement for qualifying prior repair costs. This notice explains the lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Nicholas Cirulli and Robert D’Elia v. Hyundai Motor Company and Hyundai Motor America*, Case Number SACV08-00854 AG(MLGx). The people who sued are called Plaintiffs, and the company they sued, Hyundai, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claimed that certain vehicles involved in this lawsuit suffered from severe corrosion on their front subframes and certain other suspension parts. The lawsuit claimed that the corrosion could cause the subframe or suspension components to fail, possibly leading to suspension failure, wheels falling off, loss of vehicle control and vehicle disablement. Hyundai denied that it did anything wrong.

While the lawsuit was going on, Hyundai started a recall and reimbursement program for these vehicles (described in the response to Question 8 below: “What does the Settlement provide? What can I get from the Settlement?”). Hyundai’s recall and reimbursement program was implemented in states where large quantities of salt are used to de-ice roads during the winter months. Plaintiffs believed that Hyundai’s plan was insufficient. Hyundai denies that its plan was insufficient.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Nicholas Cirulli and Robert D’Elia), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who ask to be excluded from the Class. U.S. District Court Judge Andrew Guilford is in charge of this class action.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the risks and cost of a trial, and the people affected will

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benefit. The Class Representatives and their attorneys think the Settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT

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

Judge Guilford has decided that the Class Members shall be everyone who (i) resides in the District of Columbia or one of the fifty (50) states of the United States and (ii) is a current owner or lessee of one of the "Class Vehicles" listed below, except that the following are excluded from the Class: (i) government entities; (ii) federal court judges assigned to this case and their spouses and certain family members; and (iii) persons who have previously executed a release (or settlement agreement containing a release) with Hyundai regarding a claim of premature corrosion of the vehicle components at issue in this Settlement. The Class Vehicles are:

- Model year 2001-2003 Hyundai Elantra vehicles made from June 30, 2000 to May 26, 2003.
- Model year 2001-2003 Hyundai Santa Fe vehicles made from March 31, 2000 to June 3, 2003.
- Model year 1999-2004 Hyundai Sonata vehicles made from September 15, 1998 to November 20, 2003.
- Model year 2003 Hyundai Tiburon vehicles made from October 26, 2001 to May 27, 2003.
- Model year 2001-2004 Hyundai XG300 and XG350 vehicles made from July 13, 2000 to November 20, 2003.

6. What if I received a recall letter already?

Starting in 2009, Hyundai mailed recall notices to current owners residing in Salt Belt States. (For a list of Salt Belt States, see response to Question 8 below: "What does the Settlement provide? What can I get from the Settlement?") Not every Class Member will have received a recall notice. You would not have received a recall notice if you lived in a non-Salt Belt State. If you received a recall notice, this notice provided information on where to take your vehicle for inspection and repair or replacement services and how to obtain reimbursement if you previously paid for repairs. If you received a recall notice from Hyundai, you may still be a member of the Class unless you take the steps to exclude yourself (see response to Question 14 below: "If I exclude myself, can I still benefit from this Settlement?"). If you received a recall notice from Hyundai and you exclude yourself, you can still take advantage of the recall and the reimbursement program previously offered by Hyundai, but you will not have the right to share in the other benefits offered in this Settlement.

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

If you are still not sure whether you are included in this class, you can visit the website "<http://saltbeltcorrosion.hyundaiusa.com>" to check whether your vehicle is included in the Settlement. You will need to have your Vehicle Identification Number ("VIN") ready. The VIN is located on a placard on the bottom of the driver's side corner of the windshield. For more information, you can also call toll-free at 1-877-277-0012.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement provide? What can I get from the settlement?

Under Hyundai's recall program, Hyundai offered to inspect and repair or replace the following "Affected Parts" in vehicles whose owners received a recall notice:

Vehicle	"Affected Parts" Under the Recall
Sonata, XG300 and XG350	Front subframe
Elantra and Tiburon	Front subframe and front lower control arms
Santa Fe	Front subframe and rear trailing arms

The recall only applied to vehicles that were currently registered and operated in one of the following "Salt Belt States": Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia and Wisconsin. Hyundai has now agreed to extend to certain Class Members (described in the next table below) who did not receive a recall notice (because they do not reside in a Salt Belt State) the inspection and repair/replacement services that were offered to those who received a recall notice if the Class Vehicle was formerly registered or operated for 9 or more consecutive months in a Salt Belt State or if it is registered or operated for 9 or more consecutive months in a Salt Belt State in the future. With respect to these Class Members (who did not receive a recall notice), Hyundai has also agreed to inspect and repair certain collateral damage (if any), to parts directly attached to the Affected Parts unless the estimated cost of repairs exceeds the current market value of the Class Vehicle, in which case Hyundai can offer to purchase the vehicle for the current fair market value.

The Reimbursement Program

The recall program also offered a reimbursement program to owners of Class Vehicles registered and operated in a Salt Belt State who previously paid to have the Affected Parts replaced during the time period beginning April 14, 2008 and ending ten days after the last recall notice was mailed. The reimbursement program was applicable to prior repairs to replace Affected Parts or any directly attached parts due to corrosion when a vehicle was out of warranty (or if warranty

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service was denied). Hyundai has now agreed to expand the reimbursement program in two ways. First, the reimbursement program will no longer be restricted to owners of Class Vehicles registered and operated in a Salt Belt State. Instead, the benefits of the reimbursement program will now extend nationwide to all Class Members, regardless of where their Class Vehicle is now (or has been) registered. Thus, if this Settlement is approved, owners of Class Vehicles registered or operated outside the Salt Belt States will be eligible for this reimbursement program. Second, Hyundai also has now agreed to broaden the qualifying time period to the time period before April 14, 2008. Prior to this Settlement, repair costs incurred before April 14, 2008 were not eligible for reimbursement under this program. As a result of this Settlement, Hyundai has now agreed that prior repair costs incurred before April 14, 2008 would be eligible for reimbursement. Thus, if this Settlement is approved, the only date restriction for the reimbursement of prior repair costs would be that the repairs must have been completed prior to (i) the date that this notice was mailed and (ii) in the case of recall notice recipients, ten days after the last recall notice was mailed. To obtain further information about the reimbursement program, please visit: "<http://saltbeltcorrosion.hyundaiusa.com>".

The following table summarizes the Settlement benefits (assuming that the Settlement receives final court approval):

If you	Under the Recall and Service Campaigns, You are Currently Entitled to:	The Settlement Provides:
Currently own or lease a Class Vehicle that is registered and operated in a <u>Salt Belt State</u> .	You are <u>already eligible</u> for the reimbursement program for prior repairs that was described in the voluntary recall notices.	As described on pages 7-8 above, you <u>will be</u> eligible for an expanded reimbursement program for prior repairs that extends to repair costs incurred before April 14, 2008.
	You are <u>already eligible</u> for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts that was described in the voluntary recall notices.	No change; you will <u>remain eligible</u> for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts that was described in the voluntary recall notices.

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<p>Currently own or lease a Class Vehicle that is registered and operated in a <u>non-Salt Belt State</u> and that, in the past, was either: (i) operated in a Salt Belt State for a substantial period of time (9 or more consecutive months) or (ii) registered in a Salt Belt State.</p>	<p>You are <u>not</u> eligible for the reimbursement program for prior repairs that is described on pages 7-8 above.</p>	<p>You <u>will be</u> eligible for the reimbursement program for prior repairs that is described on pages 7-8 above.</p>
	<p>You are <u>not</u> eligible for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts.</p>	<p>You <u>will be</u> eligible for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts in the same manner offered to recipients of the recall notices.</p>
	<p>You are <u>not</u> eligible for the program to repair significant corrosion damage to parts directly attached to the Affected Parts.</p>	<p>You <u>will be</u> eligible for the program to repair significant corrosion damage to parts directly attached to the Affected Parts.</p>
<p>Currently own or lease a Class Vehicle that is registered and operated in a <u>non-Salt Belt State</u> and that, in the future, will be either: (i) operated in a Salt Belt State for a substantial period of time (9 or more consecutive months) or (ii) registered in a Salt Belt State.</p>	<p>You are <u>not</u> eligible for the reimbursement program for prior repairs that is described on pages 7-8 above.</p>	<p>You <u>will be</u> eligible for the reimbursement program for prior repairs that is described on pages 7-8 above.</p>
	<p>You are <u>not</u> eligible for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts.</p>	<p>Once your Class Vehicle is operated in a Salt Belt State for a substantial period of time or registered in a Salt Belt State, you <u>will be</u> eligible for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts in the same manner offered to recipients of the recall notices.</p>
	<p>You are <u>not</u> eligible for the program to repair</p>	<p>Once your Class Vehicle is operated in a Salt Belt</p>

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	significant corrosion damage to parts directly attached to the Affected Parts.	State for a substantial period of time or registered in a Salt Belt State, you <u>will be eligible</u> for the program to repair significant corrosion damage to parts directly attached to the Affected Parts.
Currently own or lease a Class Vehicle that is registered and operated in a <u>non-Salt Belt State</u> and that, in the past and in the future, will be neither: (i) operated in a Salt Belt State for a substantial period of time (9 or more consecutive months) nor (ii) registered in a Salt Belt State.	You are <u>not</u> eligible for the reimbursement program for prior repairs that is described on pages 7-8 above.	You <u>will be eligible</u> for the reimbursement program for prior repairs that is described on pages 7-8 above.
	You are <u>not</u> eligible for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts.	You will <u>not be eligible</u> for the Hyundai program to inspect and repair or replace your Class Vehicle's Affected Parts <u>unless</u> , in the future, you register your Class Vehicle in a Salt Belt State or you (or a family member or someone else) operate the Vehicle for a substantial period of time in a Salt Belt State.
	You are <u>not</u> eligible for the program to repair significant corrosion damage to parts directly attached to the Affected Parts.	You will <u>not be eligible</u> for the program to repair significant corrosion damage to parts directly attached to the Affected Parts <u>unless</u> , in the future, you register your Class Vehicle in a Salt Belt State or you (or a family member or someone else) operate the Vehicle for a substantial period of time in a Salt Belt State.

Finally, Hyundai also agreed to notify Class Members of their rights under the Settlement.

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HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

9. How can I participate in the Settlement?

If you want to be eligible to receive the benefits offered under this Settlement, then you do not need to do anything at this time. If the Court approves the Settlement and the Settlement takes effect and you believe you qualify for the Settlement benefits and wish to take advantage of them, you should visit the website "<http://saltbeltcorrosion.hyundaiusa.com>". There, you can pre-authorize your vehicle to be inspected and serviced pursuant to the Settlement in advance of the Court's approval of the Settlement. You may also contact Hyundai at 1-877-277-0012. Before arranging for the inspection and servicing of your vehicle, you must pre-authorize the inspection and services by visiting the above-listed website or calling Hyundai at the above-listed number. Once you are pre-authorized, you will be able to have your vehicle inspected and serviced once the Settlement receives final Court approval (assuming it does receive approval). Based on the Court's current schedule, Hyundai will begin offering these inspections and services in May 2011 (assuming the Court approves the Settlement). Until then and unless you pre-authorize with Hyundai, you should not contact a Hyundai dealer to schedule an appointment for inspection and servicing. In connection with pre-authorizing service, Hyundai may ask you for proof of your vehicle's registration in a Salt Belt State or, if applicable, proof that you operated your vehicle in a Salt Belt State for a substantial period of time (9 or more consecutive months). If there are any questions, you may be required to supply Hyundai with additional documentation showing that your vehicle was previously registered in a Salt Belt State or was operated in a Salt Belt State for a substantial period of time (9 or more consecutive months). If you are seeking reimbursement for qualifying prior repair costs, you will be required to supply receipts or other proof of repairs. You can check on the progress of the Settlement by visiting the website "<http://saltbeltcorrosion.hyundaiusa.com>".

10. When would I get my Settlement benefits?

The Court will hold a hearing on April 11, 2011, at 10:00 a.m. at the Ronald Reagan Federal Building and U.S. Courthouse, 411 West Fourth Street, Santa Ana, CA 92701-4516, Courtroom 10a, to decide whether to approve this Settlement. If Judge Guilford approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You may continue to check on the progress of the Settlement by visiting the website "<http://saltbeltcorrosion.hyundaiusa.com>".

11. What am I giving up to stay in the Class and receive a benefit?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Hyundai and certain affiliated companies and people about the legal issues in this case if the Settlement is approved. It also means that all of the Court's orders will apply to you and legally bind you.

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However, nothing in this Settlement will prohibit you from pursuing claims for: (i) personal injury; (ii) damage to property other than to a Class Vehicle; or (iii) damage (including corrosion related damage) to Class Vehicle components other than the Affected Parts and components attached to the Affected Parts. Similarly, nothing in this Settlement will prohibit you from pursuing claims about anything other than the Class Vehicles.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, but you want keep the right to sue or continue to sue Hyundai, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. Be sure to include your name, address, telephone number, your signature, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the bottom of the driver's side corner of the windshield) and refer to the case *Nicholas Cirulli and Robert D'Elia v. Hyundai Motor Company and Hyundai Motor America*, Case Number SACV08-00854 AG(MLGx). You must mail your exclusion request postmarked no later than February 15, 2011 to:

Hyundai Salt Belt Corrosion Class Action Settlement Center
P.O. Box 8080
Fountain Valley, CA 92728-8080

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not qualify for any of the Settlement benefits, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Hyundai in the future.

If you received a separate recall notice from Hyundai about the voluntary recall of your vehicle, then you may participate in that recall (assuming you qualify) even if you exclude yourself from the Settlement. While your exclusion from the Settlement would not affect your right to participate in the voluntary recall, you would not be entitled to share in any added benefits that this Settlement may provide to you.

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

No. Unless you exclude yourself, you give up the right to sue Hyundai for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is February 15, 2011.

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14. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, you will not be eligible for benefits under the Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Hyundai.

In addition, if you have previously received a separate recall notice from Hyundai about the voluntary recall of your vehicle, then you may participate in that recall (assuming you qualify) even if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The law firms of Hagens Berman Sobol Shapiro, L.L.P., Saltz, Mongeluzzi, Barrett & Bendesky, P.C., and Kohn, Swift & Graf, P.C. have been appointed to represent you and the Class. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of \$1,050,000 and a payment of \$5,000 each to the Class Representatives, Nicholas Cirulli and Robert D'Elia. The Court may award less than these amounts. Hyundai will separately pay the fees and expenses that the Court awards. Hyundai will also separately pay the costs to administer the Settlement.

OBJECTING TO THE SETTLEMENT

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

17. How do I tell the Court that I don't like the Settlement?

If you stay in the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Nicholas Cirulli and Robert D'Elia v. Hyundai Motor Company and Hyundai Motor America*, Case Number SACV08-00854 AG(MLGx). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection to these three different places postmarked no later than February 15, 2011:

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To the Court:

Clerk of Court
U.S District Court for the
Central District of California
411 W. Fourth St., Rm 1053
Santa Ana, CA 92701

To Class Counsel:

Amy M. Wilkins
Hagens Berman Sobol Shapiro LLP
11 W. Jefferson St., Suite 1000
Phoenix, AZ, 85003

To Defense Counsel:

Michael L. Kidney
Hogan Lovells US LLP
555 Thirteenth St., NW
Washington, DC 20004

18. What's 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 Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on April 11, 2011, at 10:00 a.m. at the Ronald Reagan Federal Building and U.S. Courthouse, 411 West Fourth Street, Santa Ana, CA 92701-4516, Courtroom 10D, to consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Guilford will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be continued without further notice.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Guilford may have. But, you are welcome to come at your own expense. If you send a written objection, you don't 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 pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Nicholas Cirulli and Robert D'Elia v. Hyundai Motor Company and Hyundai Motor America*, Case Number SACV08-00854 AG(MLGx)." Be sure to include your name, address, telephone number, and your signature.

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Your Notice of Intention to Appear must be postmarked no later than February 15, 2011, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses listed in the response to Question 17 above: "How do I tell the Court that I don't like the Settlement?" You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing at this time, you will remain in the Class and be eligible for the benefits offered by the Settlement. To claim any relief from the Settlement, you will need to contact Hyundai after the Settlement becomes effective (see response to Question 9 above: "How can I participate in the Settlement?"). But, if you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Hyundai about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to one of the Class Counsel listed in the response to Question 17 above: "How do I tell the Court that I don't like the Settlement?", or you can download a copy online by visiting "<http://saltbeltcorrosion.hyundaiusa.com>".

24. How do I get more information?

You can visit the website at "<http://saltbeltcorrosion.hyundaiusa.com>" where you will find answers to common questions about the Settlement, plus other information to help you determine whether you are a member of the Class and whether you are eligible for the benefits offered in the Settlement. If the website does not contain the information you are looking for, you can also call toll-free at 1-877-277-0012. You may also contact one of the Class Counsel listed in the response to Question 17 above: "How do I tell the Court that I don't like the Settlement?" **Please do not contact the Clerk of the Court or the Judge with questions.**

Dated: October 4, 2010

BY ORDER OF:

TERRY NAFISI
CLERK OF COURT
United States District Court for the
Central District of California

QUESTIONS? VISIT <http://saltbeltcorrosion.hyundaiusa.com>

Hyundai Salt Belt Corrosion Class Action Settlement Center
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