

NOTICE TO MEMBERS IN THE FILE
NUMBER: 500-06-000645131

THÉRÈSE MARTEL

Plaintif

c.

KIA CANADA INC.

Defendant

THIS NOTICE IS CONCERNING THE IMPORTANCE OF CONSERVING MAINTENANCE INVOICES FOR YOUR VEHICLE AND THE POSSIBILITY OF OBTAINING COPIES OF SUCH DOCUMENTS AT DEALERS

On July 24, 2019, in its judgment on an application to amend the class action, the Superior Court described the group targeted by this action as follows:

"All consumers residing in Quebec who purchased or leased a Kia vehicle listed in the subgroups below, from a dealer of the defendant, and that the maintenance program required in the owner's manual, delivered by the manufacturer, differs from the maintenance schedule required by the dealer and have been since March 19, 2010 for members who purchased their vehicle and from February 11, 2013 for members who leased their vehicle until July 24, 2019.

Consumers in the group must have bought or lease a KIA vehicle of one of those model years:

Rio: 2019, 2018, 2017,
2016, 2015, 2014, 2013
et 2012

Forte: 2019, 2018, 2017,
2016, 2015, 2014, 2013,
2012, 2011 and 2010

Sedona: 2019, 2018, 2017,
2016, 2015, 2014, 2013,
2012, 2011 and 2010

Sorento: 2019, 2018, 2017,
2016, 2015, 2014, 2013,
2012, 2011 and 2010

Soul: 2019, 2018, 2017,
2016, 2015, 2014, 2013
and 2012

Sportage: 2019, 2018, 2017,
2016, 2015, 2014, 2013,
2012 and 2010»

The questions of law or fact to be dealt with are as follows:

- a. Does the contracts of group members are governed by the *Consumer Protection Act*?
- b. Do the maintenance intervals state in the owner's manuals are wrong? If so, does this constitute a misrepresentation?
- c. Do the class members are entitled to reimbursement of the amounts paid for additional maintenance on their vehicle?
- d. Are the members of the group entitled to punitive damages pursuant to the *Consumer Protection Act*? If so, what amount are they entitled to?

The conclusions sought by the class action are the following:

- **GRANT** the class action of your Applicant and the group members against the Respondent;
- **CONDEMN** the Respondent to pay to the applicant and to each member of the group that bought or lease a KIA vehicle covered by this action, the amount they paid for an additional maintenance on their vehicle;
- **CONDEMN** the Respondent to pay to the applicant and to each of the group members \$ 200.00 as a punitive damage and order the collective recovery of this condemnation;

- **CONDEMN** the Respondent to pay interest on the above amounts plus the additional indemnity under article 1619 of the Quebec Civil Code;
- **CONDEMN** the Respondent to pay the costs, including the necessary costs following the notice of judgment on this application and following the judgment on the merits,

In order to be able to demonstrate the cost of maintenance conducted on his car, it is important for each member to do the following:

- keep all vehicle's maintenance invoices;
- to approach the dealer to ask for the invoices of the maintenance conducted on the vehicle.

The group members are represented by:

Adams Avocat inc.
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Take note that the class action is not completed and that the final judgment is not yet rendered.

A new notice will be issued when the final judgment is rendered.

**THIS NOTICE WAS APPROVED BY THE
SUPERIOR COURT OF QUÉBEC.**