

LEGAL NOTICE

In the matter of:

Dorothy Young v. Shell Canada Limited

(Court File # No. L021060, Vancouver Registry; Supreme Court of British Columbia); and

Todd Pinksen v. Shell Canada Limited

(Court file no.02-CV-234988 CP; Ontario Superior Court of Justice)

Notice of certification and approval of a class action settlement involving Shell Canada Limited for the benefit of persons who used Shell gasoline between March 1, 2001 and April 15, 2002 and incurred out of pocket costs in relation to fuel system problems before July 31, 2002.

A settlement was reached in two class actions; one in the British Columbia Supreme Court and the other in the Ontario Superior Court of Justice in which allegations were made by consumers of Shell gasoline that Shell had distributed gasoline which was defective and caused fuel system problems. The settlement applies to Canadian residents outside Quebec.

Shell had introduced a new additive into its gasoline in March 2001. In February 2002, Shell suspected that the additive might be a cause of fuel system problems and withdrew the additive from circulation. Before the class actions were commenced, Shell began a voluntary plan for compensating consumers. Many consumers have already been compensated by Shell pursuant to the terms of its voluntary plan.

In the interest of maintaining its good relationship with its customers and to provide a final resolution to these class actions, Shell has agreed to the terms of the settlement, which are summarized below.

The Courts in British Columbia and Ontario Superior Court of Justice have certified the lawsuits to proceed as class actions and have approved the settlement agreement. Each Court held that the settlement is fair, reasonable, adequate and in the best interests of the class. The Court decisions approving the settlement became final on January 7, 2004.

Summary of the Settlement:

1. On satisfactory proof that you i) owned or leased a Chrysler (except Jeeps) with a model year 1996-2002, ii) purchased a minimum of \$100 Shell gasoline between March 1, 2001 and April 15, 2002, and iii) incurred out of pocket costs in relation to the repair of a fuel pump or fuel sensor between March 1, 2001 and July 31, 2002, Shell will reimburse you for your eligible out of pocket costs.
2. On satisfactory proof that you i) owned or leased a vehicle not in paragraph 1, with a model year 1996-2002, ii) purchased a minimum of \$100 Shell gasoline between March 1, 2001 and April 15, 2002, iii) incurred out of pocket costs in relation to the repair of a fuel pump or fuel sensor between March 1, 2001 and July 31, 2002, and iv) that the fuel pump or fuel sending unit had a particular residue on it, Shell will reimburse you for your eligible out of pocket costs to a maximum of \$175.

3. On satisfactory proof that you i) owned or leased any vehicle with a model year prior to 1996 and earlier, ii) purchased a minimum of \$100 Shell gasoline between March 1, 2001 and April 15, 2002, and iii) incurred out of pocket costs in relation to the repair of a fuel pump or fuel sensor between March 1, 2001 and July 31, 2002, and iv) that the fuel pump or fuel sending unit had a particular residue on it, Shell will reimburse you for your eligible out of pocket costs to a maximum of \$100.

4. If you have received a payment from Shell under its voluntary plan, that payment will be deducted from any payment to which you may be entitled under the terms of this settlement.

To make a claim under this settlement, you must request a claim form from Shell by calling 1-866-691-2697 or contacting Shell through its claims website at www.shell.ca. The claims form will advise how to make a claim, including what documentation you must submit.

If you do not submit a claim or opt out of the settlement by May 7, 2004, you will lose your right to make a claim against Shell Canada Limited or any of its affiliates.

The lawyers for the class, Klein Lyons and Hanson Wirsig Matheos, will provide you with information about the settlement at no cost to you. They may be contacted as follows:

Klein Lyons
Barristers & Solicitors
Suite 1100
1333 West Broadway,
Vancouver, British Columbia V6H 4C1
Email: info@kleinlyons.com

Hanson Wirsig Matheos
Barristers & Solicitors
Suite 302
15225 104th Avenue
Surrey, British Columbia V3R 6Y8
Email: hwm.injurylaw@telus.net

Klein Lyons
Barristers & Solicitors
800 – 415 Yonge Street
Toronto, Ontario M5B 2E7
Email: info@kleinlyons.com

Opting out

Class members will be bound by the terms of the settlement unless they opt out of the class actions. If you opt out, you will not be entitled to make a claim or to receive any payment from the settlement. If you opt out of the class actions, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt out, you must complete, sign and send the *Opt Out Form* (below) to Shell at the address below. To be valid, this form must be postmarked on or before May 7, 2004.

Publication of this notice has been authorized by the Supreme Court of British Columbia and the Ontario Superior Court of Justice.

OPT OUT FORM

TO: Shell Gasoline Class Action Settlement, Shell Canada Limited, 400 – 4th Avenue S.W.,
P.O. Box 100, Stn. “M”, Calgary, Alberta T2P 2H5, Attn: General Counsel.

I wish to opt out of the Shell Canada Limited class action settlement that has been approved by
the Ontario Superior Court and Supreme Court of British Columbia:

Date: _____

Signature: _____

Name: _____

Address: _____

Telephone: _____