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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RAMTIN ZAKIKHANI, KIMBERLY  
ELZINGA, THEODORE MADDOX JR.,  
MICHAEL SUMMA, JACQUELINE  
WASHINGTON, PATTI TALLEY, ANA  
OLACIREGUI, ELAINE PEACOCK,  
MELODY IRISH, and DONNA  
TINSLEY, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR COMPANY,  
HYUNDAI MOTOR AMERICA, KIA  
CORPORATION, and KIA AMERICA,  
INC.,

Defendants.

Case No.: 8:20-cv-01584-SB-JDE

**DECLARATION OF ELIZABETH A.  
FEGAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Judge: Hon. Stanley Blumenfeld, Jr.

Date: April 21, 2023

Time: 8:30 a.m.

Courtroom: 6C

1 I, ELIZABETH A. FEGAN, declare as follows,

2 1. I am a founding and Managing Member of Fegan Scott LLC and am  
3 principally responsible for prosecuting this matter. I am a member of the Illinois Bar,  
4 and I have been admitted to this court *pro hac vice* in this litigation. I am submitting  
5 this declaration in support of Plaintiffs' Motion for Final Approval of Class Action  
6 Settlement.

7 2. Attached hereto as **Exhibit 1** is a true and correct copy of the signed  
8 expert Report of Susan K. Thompson. Due to confidential information contained in  
9 the report certain portions have been redacted, by agreement with Defendants, in lieu  
10 of filing the report under seal. Should the Court require this redacted information,  
11 Plaintiffs will provide the unredacted report for review *in camera*.

12 3. Attached hereto as **Exhibit 2** is a true and correct copy of the signed  
13 Declaration of Elizabeth Fernandez Regarding Class Notice and Claim  
14 Administration. Ms. Fernandez is the Manager of Settlement Communications and  
15 Legal Compliance for Hyundai Motor America ("HMA").

16 4. Attached hereto as **Exhibit 3** is a true and correct copy of the signed  
17 Declaration of Amanda Sternberg Regarding Notice and Claims Administration. Ms.  
18 Sternberg is a Project Director employed by Epiq Class Action & Claims Solution,  
19 the Settlement Administrator retained by Kia America Inc. ("KA"). Ms. Sternberg is  
20 responsible for supervising KA's settlement administration responsibilities in this  
21 Action.

22 **I. FEGAN SCOTT'S PRE-SUIT INVESTIGATION**

23 5. In April 2020, Plaintiff Ramtin Zakikhani sought to retain my firm in  
24 connection with the engine compartment fire in his 2007 Hyundai Entourage, which  
25 nearly destroyed his home on March 26, 2019.

26 6. Thereafter, my firm devoted substantial time and energy to investigate  
27 Mr. Zakikhani's claims and a potential classwide defect affecting the Anti-Lock  
28

1 Brake System (“ABS”) module, also known as a hydraulic electronic control unit  
2 (“HECU”), installed in certain Hyundai and Kia vehicles.

3 7. As part of our investigation, we retained a consulting automotive expert  
4 to conduct several technical analyses related to the ABS modules responsible for the  
5 defect and Mr. Zakikhani’s vehicle fire.

6 8. We also reviewed countless NHTSA filings relating to the NHTSA  
7 recalls and the Class Vehicles, hundreds of consumer complaints, reviewed  
8 Defendants’ marketing materials, online reviews, vehicle specifications, applicable  
9 warranties, and researched potential legal claims.

## 10 **II. ZAKIKHANI COMPLAINT AND DISPOSITIVE MOTIONS**

11 9. After months investigating Mr. Zakikhani’s claims, on August 25, 2020,  
12 my firm filed the first and initiating case, *Zakikhani v. Hyundai Motor Company et*  
13 *al.*, No. 8:20-cv-01584-SB-JDE, related to the alleged defect in the ABS module  
14 which can cause engine compartment fires (“Defect”). *Zakikhani* Dkt. 1. *See also*  
15 *Second Amended Complaint, Zakikhani* Dkt. No. 49 ¶¶ 140-142 (describing the  
16 Defect). Specifically, Plaintiffs alleged the ABS modules are defective in two related  
17 ways: first, the ABS modules remain charged with an electrical current even if the car  
18 is off; and second, the ABS modules allow moisture to accumulate within the  
19 module, leading to short circuits. *Id.*

20 10. After filing the initial complaint, my firm continued to investigate the  
21 underlying facts and monitor NHTSA filings related to the defect.

22 11. Based upon our continued investigatory efforts, on November 13, 2020,  
23 we filed an amended complaint, which expanded the scope of the claims to include  
24 additional vehicle models containing the same ABS Defect found in Mr. Zakikhani’s  
25 2007 Hyundai Entourage and additional named plaintiffs.

26 12. After the Parties briefed and presented arguments on Defendants’ motion  
27 to dismiss the first amended complaint, on June 28, 2021, the Court granted in part  
28

1 and denied in part Defendants' motion and granted Plaintiffs three weeks to amend  
2 the pleadings. *Zakikhani* Dkt. 48. Among other findings, the Court found that  
3 Plaintiffs adequately alleged the Court's ability to assert personal jurisdiction over the  
4 two Korean parent entities.

5 13. On July 16, 2021, we filed the second amended complaint in *Zakikhani*.  
6 This complaint was the product of a diligent investigation conducted over a short  
7 period of time. Like the prior complaint, the second amended complaint added named  
8 plaintiffs and included allegations relating to additional safety recalls due to the  
9 Defect that were announced subsequent to the filing of the first amended complaint.

10 14. On January 25, 2022, the Court largely denied Defendants' motion to  
11 dismiss the *Zakikhani* SAC, including the denial of the motion to dismiss a claim  
12 under California law on behalf of a nationwide class of consumers. *Zakikhani* Dkt.  
13 69.

14 15. On February 8, 2022, Defendants answered the *Zakikhani* SAC.  
15 *Zakikhani* Dkt. 71.

16 **III. THE PARTIES CONDUCTED SUBSTANTIAL DISCOVERY THAT**  
17 **SUPPORTS THE SETTLEMENT**

18 16. On August 20, 2021, the *Zakikhani* Parties filed their Joint Rule 26(f)  
19 Report and on August 27, 2021, the Court held the initial case management  
20 conference, which I attended in person. *Zakikhani* Dkt. 53. At the conference, I  
21 argued that Plaintiffs should be allowed to proceed immediately with discovery and  
22 Defendants' request to stay discovery pending a decision on their anticipated motion  
23 to dismiss the second amended complaint should be denied.

24 17. On August 30, 2021, the Court entered a scheduling order, which  
25 allowed discovery to proceed immediately. *Zakikhani* Dkt. 55. The Order also set a  
26 trial date for April 17, 2023 and required Plaintiffs to file their motion for class  
27 certification by June 10, 2022. *Id.*  
28



1           18. On September 29, 2021, Defendants and *Zakikhani* Plaintiffs exchanged  
2 their initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil  
3 Procedure.

4           19. On October 1, 2021, Defendants served *Zakikhani* Plaintiffs with  
5 document requests and interrogatories. The discovery requests sought information  
6 relating to, among other things, all interactions Plaintiffs had with Defendants  
7 relating to the Class Vehicles, and maintenance and repair records for the Class  
8 Vehicles.

9           20. On October 19, 2021, Plaintiffs served their first set of interrogatories  
10 and requests for production of documents upon each Defendant.

11           21. Plaintiffs' discovery requests were extensive and diligently tailored to  
12 the ABS Defect found in the Class Vehicles. In particular, the interrogatories sought  
13 information relating to: (1) the ABS modules and Defect present in the Class  
14 Vehicles, and the NHTSA Recalls relating to the Defect; (2) Defendants' respective  
15 roles in the design, marketing, and recall of the Class Vehicles; (3) Defendants'  
16 processes for evaluating customer complaints relating to the Defect; (4) Defendants'  
17 employees and other individuals with knowledge of the ABS modules, that conducted  
18 testing relating to the Defect, or communicated with government agencies relating to  
19 the Defect; (5) individuals that complained about the Defect to Defendants; (6) the  
20 cost to repair the defective ABS modules and cost to implement the remedies  
21 provided in the Recalls; (7) Defendants' databases containing communications  
22 relating to the Defect; and (8) warranties applicable to the Class Vehicles.

23           22. Similarly, Plaintiffs' first set of document requests sought documents  
24 and data relating to: (1) the ABS modules and Defect present in the Class Vehicles,  
25 and the Recalls; (2) Defendants' processes for evaluating customer complaints  
26 relating to the Defect; (3) investigations concerning the cause of the Defect and  
27 potential remedies; (4) the number of Defective Vehicles sold, leased, and inspected  
28

1 pursuant to the Recalls; (5) the adequacy of the remedies offered by HMA and KA in  
2 the Recalls; (6) organization charts and employees involved in analyses relating to the  
3 Defect; (7) marketing materials; (8) the cost of replacements and warranty claims  
4 relating to the Defect and the Recalls; (9) applicable warranties; (10) Defendants'  
5 document retention policies during periods of time relevant to Plaintiffs' claims; and  
6 (11) indemnity agreements between Defendants applicable to the Action.

7       23. The *Zakikhani* Plaintiffs responded to Defendants' document requests  
8 and interrogatories on November 15, 2021. The *Zakikhani* Plaintiffs spent hours  
9 working with their counsel to identify information responsive to the requests.

10       24. On November 30, 2021, the *Zakikhani* Plaintiffs served Defendants with  
11 a notice of subpoena for Mando America Corporation ("Mando"), which is a supplier  
12 of the ABS modules installed in certain Class Vehicles. Over the course of December  
13 2021 and January 2022, the *Zakikhani* Plaintiffs met and conferred with Mando's  
14 counsel on multiple occasions to discuss Mando's anticipated production of  
15 documents.

16       25. Defendants served their initial responses to the *Zakikhani* Plaintiffs' first  
17 set of discovery requests on December 20, 2021.

18       26. Following the parties' initial responses to each other's discovery  
19 requests, the parties engaged in highly adversarial and contested meet and confer  
20 processes.

21       27. On January 6, 2022, the parties met and conferred telephonically  
22 regarding the *Zakikhani* Plaintiffs' discovery responses. Following the meet and  
23 confer, Plaintiffs agreed to supplement their initial responses and provide additional  
24 information and documents.

25       28. On January 14, 2022, the *Zakikhani* Plaintiffs made their first production  
26 of documents in response to Defendants' document requests.

1           29. On January 20, 2022, the Parties met and conferred telephonically to  
2 discuss Defendants' responses to the *Zakikhani* Plaintiffs' discovery requests. During  
3 this meeting, the parties discussed certain global deficiencies with Defendants'  
4 responses.

5           30. On January 21 and 24, 2022, the *Zakikhani* Plaintiffs supplemented their  
6 responses to Defendants' first set of interrogatories and document requests.

7           31. On January 24 and 27, 2022, Defendants and the *Zakikhani* Plaintiffs  
8 met and conferred regarding Defendants' discovery responses again via  
9 videoconference.

10          32. On February 2, 2022, the *Zakikhani* Plaintiffs sent Defendants' counsel a  
11 detailed 23-page letter memorializing the parties' meet and confer discussions held  
12 on January 20, 24, and 27, 2022, and summarizing the purported deficiencies in  
13 Defendants' discovery responses.

14          33. On February 4, 2022, the *Zakikhani* Plaintiffs served each Defendant  
15 with a 30(b)(6) Notice of Deposition. The topics noticed for these depositions  
16 included, among other things: (1) all investigations and communications concerning  
17 the Defect and the Recalls; (2) Defendants' processes for evaluating customer  
18 complaints relating to the Defect; and (3) the design and manufacturing processes for  
19 the ABS modules in the Class Vehicles.

20          34. On February 9, 2022, each Defendant responded with a letter in reply to  
21 the *Zakikhani* Plaintiffs' February 2, 2022 letter.

22          35. That same day, on February 9, 2022, Defendants moved to amend the  
23 scheduling order to set an April 1, 2022 deadline for Plaintiffs' Class Certification  
24 Expert Disclosures and a Class Certification Expert Discovery Cutoff of May 30,  
25 2022. *Zakikhani* Dkt. 72.

26          36. On February 15, 2022, the parties met and conferred via  
27 videoconference regarding Defendants' discovery responses.

28

1           37. On February 18, 2022, Plaintiffs filed their opposition to Defendants'  
2 motion to amend the schedule and cross motion for a protective order, requesting that  
3 the Court preclude Defendants from relying on any documents in opposition to class  
4 certification that were tardy. *Zakikhani* Dkt. 81.

5           38. Also, on February 18, 2022, Defendants served their Objections to  
6 Plaintiffs' 30(b)(6) Notices.

7           39. On February 23, 2022, Defendants and the *Zakikhani* Plaintiffs met and  
8 conferred via videoconference regarding the 30(b)(6) deposition topics and  
9 Defendants' objections and responses.

10           40. On February 24, 2022, *Zakikhani* Plaintiffs sent a letter to Defendants  
11 detailing the February 23, 2022 meet and confer regarding 30(b)(6) deposition topics,  
12 and responding to Defendants' February 18, 2022 Objections to Plaintiffs' Notices.

13           41. On February 25, 2022, Defendants produced amended responses to  
14 Plaintiffs' first set of written discovery, and proposed search terms for custodial  
15 searches. The parties continued to negotiate search terms through March 2022.

16           42. On March 4, 2022, Defendants and Plaintiffs met and conferred again  
17 via videoconference regarding the 30(b)(6) deposition topics and Defendants'  
18 objections and responses.

19           43. On March 7, 2022, the *Zakikhani* Plaintiffs produced over 800 pages of  
20 additional vehicle maintenance records and custodial emails in response to  
21 Defendants' document requests.

22           44. On March 8, 2022, Plaintiffs sent a second letter to Defendants detailing  
23 the March 4th meet and confer regarding 30(b)(6) deposition topics.

24           45. After several rounds of drafts and multiple meet and confers, on March  
25 14, 2022, the Parties filed their Stipulation And [Proposed] Stipulated Protective  
26 Order, which was entered that same day. *Zakikhani* Dkt. 86.

27  
28

1        46. On March 21, 2022, Defendants served their first production volumes in  
2 response to Plaintiffs' discovery requests. Defendants' production was comprised of  
3 records relating to the design of the ABS modules. The majority of the design records  
4 were in Korean and highly technical in nature.

5        47. Defendants supplemented their document productions on March 25, and  
6 April 11 and 22, 2022.

7        48. On April 7, 2022, Mando made its initial production of documents in  
8 response to Plaintiffs' subpoena. This production included technical documents and  
9 communications related to Mando's investigation into the Defect, many of which  
10 were in Korean.

11        49. After hours of meet and confers and several letter campaigns, on April  
12 11, 2022, Plaintiffs filed an exhaustive motion to compel discovery against  
13 Defendants. Plaintiffs sought further responses to the interrogatories, the production  
14 of additional documents in response to their discovery requests, and to compel Rule  
15 30(b)(6) testimony.

16        50. On May 3, 2022, Plaintiffs deposed Michelle Cameron, as a  
17 representative of KA, pursuant to Rule 30(b)(6). Ms. Cameron is the executive  
18 director of consumer affairs and warranty operations for KA and provided testimony  
19 regarding: (1) KA's investigation and communications concerning the Defect and  
20 NHTSA Recalls between KA and Class Vehicle owners; (2) KA's processes and  
21 procedures for evaluating customer complaints and warranty claims relating to the  
22 Defect; and (3) KA's document retention practices.

23        51. On May 6, 2022, Plaintiffs deposed Gregory Webster, as a  
24 representative of HMA, pursuant to Rule 30(b)(6). Mr. Webster serves as the senior  
25 group manager for HMA's safety office, and provided testimony regarding:  
26 (1) HMA's investigations and communications concerning the Defect and NHTSA  
27 Recalls; (2) HMA's processes and procedures for evaluating customer complaints and  
28

1 warranty claims relating to the Defect; (3) HMA's composition, design,  
2 manufacturing processes, and installation of the ABS modules in the Class Vehicles;  
3 (4) HMA's investigation concerning potential remedies for the Defect; and  
4 (5) HMA's document retention practices.

5 52. On May 9, 2022, Mando served Plaintiffs with their second production  
6 of documents in response to Plaintiffs' subpoena.

7 53. On May 12, 2022, the Parties appeared before Magistrate Judge John D.  
8 Early regarding Plaintiffs' Motion to Compel Discovery. Magistrate Judge Early  
9 granted in part and denied in part Plaintiffs' motion.

10 54. After the Parties reached the Settlement (discussed below), Plaintiffs  
11 engaged in confirmatory discovery. As part of the confirmatory discovery process,  
12 Plaintiffs took two additional Rule 30(b)(6) depositions of KA and HMA, on July 8,  
13 2022, and July 12, 2022, respectively.

14 **IV. THE PARTIES REACH A CLASSWIDE SETTLEMENT TO RESOLVE**  
15 **THIS LITIGATION**

16 55. After the *Zakikhani* Plaintiffs withstood two motions to dismiss, I had  
17 several informal discussions with Defendants' counsel regarding a potential  
18 resolution of the class claims alleged herein.

19 56. Over the next few weeks, we continued to meet and confer about a  
20 potential resolution and we agreed to retain a mediator to guide negotiations.

21 57. After the mediation date was set, Fegan Scott along with my Co-Class  
22 and Plaintiffs' Counsel, diligently prepared to present our case to the mediator.

23 58. The Parties engaged in a mediation session before the Hon. Edward A.  
24 Infante (Ret.) of JAMS on April 25-26, 2022. For more than fourteen (14) hours in  
25 total, counsel in *Zakikhani* and *Evans* engaged in a mediation with Judge Infante.  
26 Upon conclusion of the mediation, the Parties had reached a framework for a  
27 settlement to resolve this case on a class-wide basis. The mediation focused solely on  
28

1 the benefits to the Class members, and deferred any discussion of attorneys' fees and  
2 costs, and service awards for the Plaintiffs.

3 59. Following the two-day mediation session, the Parties continued to  
4 negotiate the settlement term sheet, which was agreed to on May 13, 2022.

5 60. On May 18, 2022, the Parties notified the Court that the Settlement was  
6 reached. *Zakikhani* Dkt. 106.

7 61. Once the term sheet was agreed upon, counsel spent months drafting and  
8 negotiating the Settlement Agreement and conferring with defense counsel regarding  
9 both the Settlement Agreement, the notices that were to be disseminated to the Class,  
10 and the Settlement administration process.

11 62. On August 15, 2022, Plaintiffs filed their unopposed motion for  
12 preliminary approval of the Settlement. *Zakikhani* Dkt. 115.

13 63. On October 3, 2022, the Court issued an Order directing the parties to  
14 submit an amendment to the Settlement in order to clarify certain issues discussed  
15 during the September 23, 2022 hearing on Plaintiffs' motion for preliminary  
16 approval. *Zakikhani* Dkt. 127.

17 64. On October 17, 2022, Plaintiffs filed the amended Settlement  
18 Agreement, which clarified: (1) that Class Members are not releasing "any claims  
19 that arise from any future NHTSA recall," Amended Settlement Agreement § 1.35;  
20 (2) that if the ABS Module Defect causes a fire that does not result in a Total Loss,  
21 "the Class Member shall be entitled to a Qualifying Repair to the extent such  
22 Qualifying Repair is covered by the extended warranties," *id.* § 2.4.3; (3) the  
23 methodology used to determine the value that Class Members may receive in the  
24 event of a qualifying Total Loss of a leased Class Vehicle, *id.* § 2.4.2; and (4) related  
25 changes to the proposed Notices and Claim Form. *Zakikhani* Dkt. 129.






\* \* \*

I declare under penalty of perjury under the laws of the United States of America that the foregoing facts are true and correct.

Executed on March 20, 2023, in Chicago, Illinois.

  
\_\_\_\_\_  
Elizabeth A. Fegan

# Exhibit 1

DECLARATION OF ELIZABETH A. FEGAN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Report  
of  
Susan K. Thompson, CPA/CFF

Zakikhani, et al. v. Hyundai Motor Company, et al.

United States District Court  
Central District of California

8:20-cv-01584-SB-JDE

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## **Schedules**

### Summary Schedule

Schedule 1: Value of Extended Warranty - Hyundai Class Vehicles

Schedule 1.1: Extended Warranty - Hyundai

Schedule 2: Value of Extended Warranty - Kia Class Vehicles

Schedule 2.1: Extended Warranty Allocation of 5-Year and 12-Year Warranty - Kia

Schedule 2.2: Extended Warranty - Kia

Schedule 3: Value of Free One-Time Inspection - Hyundai Class Vehicles

Schedule 4: Value of Free One-Time Inspection - Kia Class Vehicles

Schedule 5: Value of Repair Reimbursements - Hyundai Class Vehicles

Schedule 6: Value of Repair Reimbursement - Kia Class Vehicles

Schedule 6.1: Average Repair Costs - Kia Class Vehicles

**Schedules (cont.)**

Schedule 7: Hyundai Class Vehicles

Schedule 7.1: Hyundai Class Vehicles Allocated Less Branded and Unregistered Title

Schedule 8: Kia Class Vehicles

Schedule 8.1 Kia Class Vehicles Less Scrapped, Stolen, and Exported

**Exhibits**

Exhibit A: Curriculum Vitae, Susan K. Thompson, CPA/CFF

Exhibit B: Documents Considered

Exhibit C: Settlement Agreement dated October 17, 2022

Exhibit D: Letter to Rachel E. Fitzpatrick dated December 27, 2022

Exhibit E: Letter to Rachel E. Fitzpatrick dated February 7, 2023

Exhibit F: Hyundai and Kia Protection Plans

Exhibit G: Average Replacement Cost (Screen Shots)

Exhibit H: Letter to Rachel E. Fitzpatrick dated March 15, 2023

Exhibit I: Letter to Rachel E. Fitzpatrick dated March 16, 2023

## REPORT OF SUSAN K. THOMPSON

### I. Introduction and Qualifications

1. My firm, Hemming Morse, LLP, was retained by counsel for the plaintiffs (“Counsel”), representing the proposed class (the “Class”) in *In re: Zakikhani, et al. v. Hyundai Motor Company, et al.*, Case No. 8:20-cv-01584-SB-JDE (the “Litigation”), to provide a report concerning the value to the consumer (economic benefit) that is provided to the class as a result of the Amended Settlement Agreement dated October 17, 2022 and submitted to the Court fully-executed on October 21, 2022 in this Litigation (DKT 131-1, “Settlement Agreement”). Specifically, we were engaged to determine the value of the various elements of the settlement including the warranty extension, the free diagnostic inspection, and various cash reimbursements and payments. In doing so, we determined a value for the warranty extension and reviewed the records of Hyundai Motor Co., Hyundai Motor America, Inc. (“HMA”), Kia Motors Corp., Kia Motors America, Inc. (“KA”), collectively “Defendants,” concerning inspection, repair, reimbursements and other consideration contemplated in the Settlement Agreement.
2. I am a Partner in the Forensic Consulting Services Group of Hemming Morse, LLP. I have over 35 years of experience in public accounting with both a national firm and a local firm in Fresno prior to joining Hemming Morse, Inc. in 2001 (the company changed from a corporation to a limited liability partnership in 2012). My expert qualifications, including the testimony I have given during the last 5 years are described in Exhibit A hereto.
3. My primary background is in auditing, and I have performed extensive litigation and forensic accounting and consulting services for over 35 years. My forensic accounting and consulting experience includes assistance in various forms of business litigation, fraud investigations, professional liability litigation, investigations of property and casualty insurance and fraud claims, and investigations of internal controls of for profit and not for profit companies. I also have experience in criminal matters, having provided services to the United States Attorney, County District Attorneys and the California Attorney General. I have testified in several superior courts and participated in arbitration proceedings, mediation proceedings and administrative hearings.
4. I am a Certified Public Accountant and Certified in Financial Forensics by the American Institute of Certified Public Accountants. I earned a Bachelor of Science degree from Loma Linda University, La Sierra Campus.
5. My hourly rate for preparing this report is \$520 per hour. Others in my firm assisting in this Litigation under my supervision and control are compensated their respective hourly rates. My compensation for any deposition and trial testimony in this Litigation is billed at the rate of \$520 per hour. Counsel has also agreed to reimburse my out-of-pocket expenses. My compensation is not dependent either on the opinions I express or the outcome of this Litigation.



6. This report should not be construed as expressing opinions on matters of law, which are outside of my expertise. To the extent I have interpreted regulations, contracts, agreements, relevant cases, or other evidence, these interpretations necessarily reflect my understanding thereof from an accounting and financial reporting perspective.

## **II. Documents Considered**

7. A list of the sources I consulted in preparing this report, may be found in Exhibit B to this report.
8. In addition, other evidence may be produced to me that could be relevant to my conclusions, including the testimony and reports of other witnesses, and I reserve the right to amend my report after considering such evidence, if necessary.

## **III. Summary of Values**

9. The value of the Extended Warranty provided to the Class under the Settlement Agreement as of March 17, 2023 is \$288,697,701 and the various other benefits provided in the Settlement Agreement range from \$38,125,814 to \$381,258,137<sup>1</sup> based on the following elements:
  - a. The value of the Extended Warranty Coverage for the Hyundai Class Vehicles related to the ABS Modules is \$162,098,865. Hyundai Class Vehicles qualifying for the 5-year Extended Warranty represent \$84,276,275 and Hyundai Class Vehicles qualifying for the 12-year Extended Warranty represent \$77,822,589 of the total value.<sup>2</sup>
  - b. The value of the Extended Warranty Coverage for the Kia Class Vehicles related to the ABS Modules is \$126,598,836. Kia Class Vehicles qualifying for the 5-year Extended Warranty represent \$83,863,241 and Kia Class Vehicles qualifying for the 12-year Extended Warranty represent \$42,735,595 of the total value.<sup>3</sup>
  - c. The value of the Free One-Time Inspection for all Hyundai Class Vehicles is \$209,191,537.<sup>4</sup> Based on a recall response rate of 5% - 50% the value of the Free One-Time Inspection ranges from \$10,459,577 to \$104,595,769.<sup>5</sup>

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<sup>1</sup> Summary Schedule.

<sup>2</sup> Schedule 1.

<sup>3</sup> Schedule 2.

<sup>4</sup> Schedule 3.

<sup>5</sup> Schedule 3 calculates values from a response rate of 5% to 50%. We have included here the range most likely to be applicable based on discussion with counsel.

- d. The value of the Free One-Time Inspection for all Kia Class Vehicles is \$112,977,580.<sup>6</sup> Based on a recall response rate of 5% - 50% the value of the Free One-Time Inspection ranges from \$5,648,879 to \$56,488,790.<sup>7</sup>
- e. The value of Total Loss of Vehicle Due to Fire for both Hyundai and Kia including the goodwill payment of \$140 has not been calculated because settlement claims data was not available at the time of our analysis.
- f. The value of the Repair Reimbursements for Hyundai Class Vehicles based on a .5% - 5% response rate ranges from \$17,748,624 to \$177,486,239.<sup>8</sup>
- g. The value of the Repair Reimbursements for Kia Class Vehicles based on a .5%-5% response rate ranges from \$4,268,734 to \$42,687,339.<sup>9</sup>
- h. The value of Other Repair-Related Reimbursements for both Hyundai and Kia has not been calculated because settlement claims data was not available at the time of our analysis.
- i. The value of Recall and Product Improvements for both Hyundai and Kia has not been calculated.
- j. The value of the Cost of Administration and Notice has not been calculated.

#### IV. Background

10. The Settlement Agreement with Defendants provides benefits to the following class: All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, including those that were purchased while the owner was abroad on active U.S. military duty. The Class Vehicles include:<sup>10</sup>

- Hyundai Class Vehicles:
  - Hyundai Tucson: 2014 - 2021
  - Hyundai Santa Fe: 2007, 2016 - 2018
  - Hyundai Santa Fe Sport: 2013 - 2015 and 2017 - 2018
  - Hyundai Santa Fe XL: 2019
  - Hyundai Azera: 2006 - 2011
  - Hyundai Genesis G80: 2017 - 2020

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<sup>6</sup> Schedule 4.

<sup>7</sup> Schedule 4 calculates values from a response rate of 5% to 50%. We have included here the range most likely to be applicable based on discussion with counsel.

<sup>8</sup> Schedule 5. We have included here the range most likely to be applicable based on discussion with counsel as 100% response rate is unreasonable.

<sup>9</sup> Schedule 6. We have included here the range most likely to be applicable based on discussion with counsel as 100% response rate is unreasonable.

<sup>10</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 1.16. Definitions (“Hyundai Class Vehicles”) and ¶ 1.17 (“Kia Class Vehicles”). See Exhibit C.

- Hyundai Genesis G70: 2019 - 2021
- Hyundai Genesis: 2015 - 2016
- Hyundai Elantra: 2007 - 2010
- Hyundai Elantra Touring: 2009 - 2011
- Hyundai Sonata: 2006
- Hyundai Entourage: 2007 - 2008
- Kia Class Vehicles:
  - Kia Sportage: 2008 - 2009, 2014 - 2021
  - Kia Sorento: 2007 - 2009, 2014 - 2015
  - Kia Optima: 2013 - 2015
  - Kia Stinger: 2018 - 2021
  - Kia Sedona: 2006 - 2010
  - Kia Cadenza: 2017 - 2019
  - Kia K900: 2016 – 2018

11. The benefits to the Class as described in the Settlement Agreement are:

**A. Settlement Considerations**

**I. Warranty Extension**

12. For Settlement Class Members whose Hyundai Class Vehicles have a New Vehicle Limited Warranty (5 years/60,000 miles) that remains in effect as of the date of the Preliminary Approval Order, HMA shall extend the warranty for Hyundai Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for twelve (12) years from the date of the original retail deliver or date of first use, whichever is later.<sup>11</sup>
13. For Settlement Class Members whose Hyundai Class Vehicles have an expired New Vehicle Limited Warranty as of the date of the Preliminary Approval Order, HMA will provide a warranty for Hyundai Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for five (5) years from the date of the Final Approval Order and Judgement. If HMA is unable to repair or replace a Settlement Class Member's Hyundai Class Vehicle's ABS Module pursuant to a NHTSA Recall due to the unavailability of necessary components, HMA will provide a warranty for the Settlement Class Member's Hyundai Class Vehicle's ABS Module to cover future Qualifying Repairs for five (5) years from the date the NHTSA Recall repair or replacement is complete; provided, however, that the Settlement Class Member must attest in writing that they attempted to make an appointment for the recall repair at an authorized Hyundai dealer but could not due to parts unavailability. HMA may independently verify that the Settlement Class Member attempted to make an appointment

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<sup>11</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.1.1 "Warranty Extension". Exhibit C.

for the recall repair at an authorized Hyundai dealer but could not due to parts unavailability.<sup>12</sup>

14. For Settlement Class Member whose Kia Class Vehicles have a New Vehicle Limited Warranty (5years/60,000 miles) that remains in effect as of the date of the Preliminary Approval Order, KA shall extend the warranty for Kia Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for twelve (12) years from the date of original retail delivery or date of first use, whichever is later.<sup>13</sup>
15. For Settlement Class Members whose Kia Class Vehicles have an expired New Vehicle Limited Warranty as of the date of the Preliminary Approval Order, KA will provide a warranty for Kia Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for five (5) years from the date of the Final Approval Order and Judgement. If KA is unable to repair or replace a Settlement Class Member's Kia Class Vehicle's ABS Module pursuant to a NHTSA Recall due to the unavailability of necessary components, KA will provide a warranty for the Settlement Class Member's Kia Class Vehicle's ABS Module to cover future Qualifying Repairs for five (5) years from the date the NHTSA Recall repair or replacement is complete; provided, however, that the Settlement Class Member must attest in writing that they attempted to make an appointment for the recall repair at an authorized Kia dealer but could not due to parts unavailability. KA may independently verify that the Settlement Class Member attempted to make an appointment for the recall repair at an authorized Kia dealer but could not due to parts unavailability.<sup>14</sup>

## **2. Warranty Extension Benefits**

16. The extended warranties described in Section 2.1 shall cover all costs associated with a Qualifying Repair.<sup>15</sup>
17. As part of the consideration to the Class in exchange for the Settlement, HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) shall repair, at no cost whatsoever to Hyundai Class Members and Kia Class Members, the Class Vehicles' ABS modules as provided in any applicable NHTSA Recall.<sup>16</sup>

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<sup>12</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.1.3 "Warranty Extension". Exhibit C.

<sup>13</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.1.2 "Warranty Extension". Exhibit C.

<sup>14</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.1.4 "Warranty Extension". Exhibit C.

<sup>15</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.2.1 "Warranty Extension Benefits". Exhibit C.

<sup>16</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.2.2 "Warranty Extension Benefits". Exhibit C.

18. Notwithstanding any provision(s) to the contrary in any express warranty provided by Defendants in conjunction with the sale or lease of Class Vehicles, the extended warranties described in Section 2.1 shall remain in effect when ownership or a lease of a Class Vehicle is transferred.<sup>17</sup>
19. No inspections or repairs pursuant to the extended warranties described in Section 2.1 shall be denied for a Class Vehicle on the grounds that the Qualifying Repair was necessitated by the owner or lessee failing to properly service or maintain the vehicle, except in instances of Exceptional Neglect.<sup>18</sup>

**3. Free One-Time Inspection**

20. If a Settlement Class Member brings their Class Vehicle into an authorized Hyundai dealership (for Hyundai Class Vehicles) or an authorized Kia Dealership (for Kia Class Vehicles) for another unrelated service, the Settlement Class Member may request a free, one-time inspection of the Class Vehicle's ABS Module, to the extent the Class Vehicle's ABS Module was previously repaired or replaced pursuant to a NHTSA Recall, to ensure the repaired or replaced ABS Module is not affected by the Qualifying Defect.<sup>19</sup>

**4. Total Loss of Vehicle Due to Fire**

21. *Total Loss of Owned Class Vehicle.* If, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member who owns the Class Vehicle suffers a Total Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to payment by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of the maximum Black Book value of the Class Vehicle at the time of loss, minus any proceeds or actual value received, subject to verification.<sup>20</sup>
22. *For Total Loss of Leased Class Vehicle.* If, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member who leased the Class Vehicle suffers a Total Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to payment by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of whichever amount is greater: (i) the maximum Black Book value of the Class Vehicle at the time of loss, minus any proceeds or actual value received,

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<sup>17</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.2.3 "Warranty Extension Benefits". Exhibit C.

<sup>18</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.2.4 "Warranty Extension Benefits". Exhibit C.

<sup>19</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.3.1 "Free One-Time Inspection". Exhibit C.

<sup>20</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.1 "Total Loss of Vehicle Due to Fire". Exhibit C.

subject to verification, or (ii) the outstanding lease balance, if any, due to the lessor following the disposal of the Class Vehicle in accordance with the terms of the lease, minus any proceeds or actual value received and minus any amounts owed under the lease that are attributable to negative equity that was rolled into the lease from a prior vehicle purchase, subject to verification.<sup>21</sup>

23. *Partial Loss of Class Vehicle.* For purposes of clarity, if, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member suffers a Partial Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to a Qualifying Repair to the extent such Qualifying Repair is covered by the extended warranties provided in Section 2.1.<sup>22</sup>
24. Class Members who previously received payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire shall not be entitled to a reimbursement for that portion of the loss for which they have already been reimbursed.<sup>23</sup>
25. Any Class Member whose Class Vehicle experienced a non-collision fire caused by the Qualifying Defect that would have otherwise been addressed by a Qualifying Repair (with the fire having occurred prior to ninety (90) days following availability of the recall for the Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following repair or replacement of the ABS Module pursuant to a NHTSA Recall) will also receive a goodwill payment of \$140 from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles). This goodwill payment applies to only a Total Loss of a Class Vehicle.<sup>24</sup>
26. Class Members who previously received a goodwill payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire of more than \$140 shall not be entitled to an additional goodwill payment under this Settlement. However, Class Members who previously received a goodwill payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire of less than \$140 shall be entitled to an additional goodwill payment sufficient to bring the combined goodwill payment to \$140.<sup>25</sup>

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<sup>21</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.2 "Total Loss of Vehicle Due to Fire". Exhibit C.

<sup>22</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.3 "Total Loss of Vehicle Due to Fire". Exhibit C.

<sup>23</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.4 "Total Loss of Vehicle Due to Fire". Exhibit C.

<sup>24</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.5 "Total Loss of Vehicle Due to Fire". Exhibit C.

<sup>25</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.4.6 "Total Loss of Vehicle Due to Fire". Exhibit C.



**5. Repair Reimbursements**

27. Class Members may submit Claims for full reimbursement of any and all expenses incurred for a Qualifying Repair, up to sixty (60) days after the date of the Final Approval Order and Judgment, regardless of whether the Class Member was the original owner or lessee of the Class Vehicle, or a subsequent purchaser or lessee of the Class Vehicle, or whether the Qualifying Repair was completed before or after the Class Member received notification of any applicable NHTSA Recall unless the Class Member was previously reimbursed for any and all such expenses incurred, provided that: (i) a Claim is submitted no later than seventy (70) days after the date of the Final Approval Order and Judgment; (ii) the Claim includes a completed Claim Form; and (iii) the Claim includes Proof of Repair Expense.<sup>26</sup>
28. Claims pursuant to Section 2.5.1 that relate to Hyundai Class Vehicles shall be submitted to HMA and Claims pursuant to Section 2.5.1 that relate to Kia Class Vehicles shall be submitted to KA.<sup>27</sup>
29. For Claims submitted for reimbursement for Qualifying Repairs performed at authorized Hyundai or Kia dealerships, upon the Settlement Class Member's indication on their Claim Form that they cannot locate the documentation originally provided by the Hyundai or Kia dealership, HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall take all reasonably available steps to acquire from the dealership the information reasonably necessary to approve the Claim. In any instance in which HMA or KA is not able to obtain the information reasonably necessary to approve the Claim, the Settlement Administrator shall provide the Settlement Class Member the opportunity to cure the Claim as set forth in Section 3.3.3.<sup>28</sup>
30. Consistent with the above provisions, repair reimbursements shall be provided irrespective of whether Qualifying Repairs were incurred at an authorized Hyundai dealership, an authorized Kia dealership, or elsewhere.<sup>29</sup>
31. Repair reimbursements shall be provided to Settlement Class Members even if warranty coverage was initially denied for the Qualifying Repair on the grounds that it was necessitated by a failure to properly service or maintain the vehicle; provided, however, that the Qualifying Repair was not necessitated by Exceptional Neglect.<sup>30</sup>

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<sup>26</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.1 "Repair Reimbursements". Exhibit C.

<sup>27</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.2 "Repair Reimbursements". Exhibit C.

<sup>28</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.3 "Repair Reimbursements". Exhibit C.

<sup>29</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.4 "Repair Reimbursements". Exhibit C.

<sup>30</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.5 "Repair Reimbursements". Exhibit C.



32. Settlement Class Members previously reimbursed in full or in part for the expense incurred in connection with a Qualifying Repair (e.g., through an HMA, KA, or dealership goodwill payment) shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.<sup>31</sup>

**6. Other Repair-Related Reimbursements**

33. To the extent any Settlement Class Member has incurred, or incurs, an expense, such as for a rental car or towing service, or other out-of-pocket expense reasonably related to obtaining a Qualifying Repair for a Class Vehicle, the Settlement Class Member shall be entitled to full reimbursement of any such reasonable rental car and towing expenses, or other reasonable out-of-pocket expense, by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles), provided that: (i) a Claim is submitted within sixty (60) days after the later of (a) the date of the Final Approval Order and Judgment, or (b) the date on which the expense is incurred; (ii) the Claim includes a completed Claim Form; and (iii) the Claim includes Proof of Repair-Related Expense.<sup>32</sup>
34. With respect to the reimbursements available pursuant to Section 2.6.1, Settlement Class Members shall not be entitled to receive compensation apart from their out-of-pocket costs incurred. For example, Section 2.6.1 shall not entitle Settlement Class Members to lost wages allegedly incurred due to an inability to get to or from a place of employment or to recover other forms of consequential damages.<sup>33</sup>
35. Settlement Class Members previously reimbursed for the expenses covered by this Section 2.6 shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.<sup>34</sup>

**7. Recall and Product Improvements**

36. We have not calculated the cost of Recall and Product Improvements.

**8. Cost of Administration and Notice**

37. We have not calculated the cost of administration and notice.

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<sup>31</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.5.6 “Repair Reimbursements”. Exhibit C.

<sup>32</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.6.1 “Other Repair-Related Reimbursements”. Exhibit C.

<sup>33</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.6.2 “Other Repair-Related Reimbursements”. Exhibit C.

<sup>34</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.6.3 “Other Repair-Related Reimbursements”. Exhibit C.

## V. Analysis

38. The determination of value for the various elements of the Settlement Agreement, including the Warranty Extension, the Free One-Time Inspection, and various cash reimbursements, is based on information supplied by HMA and KA and independent internet research. The methodology to determine the value already received or eligible to be received by the Class is described in detail below.

### A. Class Vehicles

39. The total number of Hyundai Class Vehicles of 1,470,067 and total Kia Class Vehicles of 1,135,377 was provided by HMA and KA respectively.<sup>35</sup> In addition, HMA and KA noted that 1,044,391 of the Hyundai Class Vehicles and 837,119 of the Kia Class Vehicles received the Recall Repair as of March 16, 2023, and February 27, 2023, respectively.<sup>36</sup> We expect these totals to increase as class members receive notice and are prompted to bring their vehicles in for recall repairs as they seek to enjoy the benefits of the extend warranty and free inspection. While KA provided a breakdown of Class Vehicle by model, model year, Hyundai did not provide any further breakdown of the Class Vehicles. See Table 1 below:

**Table 1. Class Vehicles**

<u>Description</u>	<u>Hyundai</u>	<u>Kia</u>
Total Number of Class Vehicles	1,470,067	1,135,377
Total Number of Class Vehicles that Received a Recall Repair	1,044,391	837,119

40. As the Settlement Agreement includes benefits based on make, model and model year, the Class Vehicles needed to be analyzed not only by make but also by model and model year. This information is known to both HMA and KA, but as of the date of this report this detailed information was not provided by HMA.
41. KA provided, by model and model year, the total number of Class Vehicles, the number of Class Vehicles whose ABS Module was repaired pursuant to a NHTSA Recall (as of February 27, 2023), and the number of Class Vehicles sold by year.<sup>37</sup>

<sup>35</sup> Letter to Rachel Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Hyundai Class Vehicles of 1,816,069 have been reduced by 346,002 of unregistered and branded title vehicles, see Schedule 7.1. Letter to Rachel Fitzpatrick dated March 15, 2023 from Michael C. Minahan, see Exhibit H. Kia Class Vehicles of 1,268,257 have been reduced by 132,880 related to Class Vehicles identified by Kia as scrapped, stolen or exported, See Schedule 8.1.

<sup>36</sup> Hyundai Class Vehicles Repaired totaling 1,44,391 is calculated at Schedule 7.1 based on information obtained from Letter to Rachel E. Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Kia Class Vehicles Repaired of 837,119 obtained from Letter to Rachel E. Fitzpatrick dated March 15, 2023, see Exhibit H.

<sup>37</sup> Letter to Rachel Fitzpatrick dated March 15, 2023 from Michael C. Minahan. See Exhibit H.

42. HMA provided the total number of Class Vehicles in summary only. I determined the total number of Class Vehicles sold by make, model and year in the U.S.<sup>38</sup> I calculated each year's model as a percentage of all U.S. sales made. I applied each model and model year's percentage to the total Class Vehicle number provided by HMA to determine the Class Vehicles by make, model and year.<sup>39</sup>
43. The number of Class Vehicles repaired pursuant to a NHTSA Recall was provided by HMA in total (as of March 16, 2023) and by model and model year by KA (as of February 27, 2023). Total Hyundai Class Vehicles repaired have been allocated to Class Vehicle model and model year using this same methodology described in paragraph 42 above. The total number of Class Vehicles by model and model year are allocated on Schedule 7 and Schedule 7.1 for Hyundai Class Vehicles, and Schedule 8 and 8.1 for Kia Class Vehicles as well as summarized in Table 2 below:

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<sup>38</sup> See Schedule 7.1 Number of Hyundai Vehicles Sold in U.S. was obtained from [www.carsalesbase.com](http://www.carsalesbase.com), Accessed on 3.1.2023.

<sup>39</sup> See Schedule 7.1 Number of Hyundai Vehicles Sold in U.S. was obtained from [www.carsalesbase.com](http://www.carsalesbase.com), Accessed on 3.1.2023.

**Table 2. Class Vehicles by Make, Model and Model Year<sup>40</sup>**

<b>Make/Model</b>	<b>Model Year</b>	<b>1,470,067 Hyundai Class Vehicles</b>	<b>% of Class Vehicles</b>	<b>1,044,391 Hyundai Class Vehicles Repaired</b>	<b>% of Class Vehicles Repaired</b>
Hyundai Azera	2006-2011	34,088	2.32%	21,358	2.05%
Hyundai Sonata	2006	71,156	4.84%	44,584	4.27%
Hyundai Elantra	2007-2010	136,642	9.29%	89,460	8.57%
Hyundai Elantra Touring	2009-2011	61,219	4.16%	40,080	3.84%
Hyundai Entourage	2007-2008	8,418	0.57%	5,511	0.53%
Hyundai Santa Fe	2007, 2013-2019	542,700	36.92%	325,597	31.18%
Hyundai Tucson	2014-2021	546,321	37.16%	458,034	43.86%
Hyundai Genesis	2015-2016	30,906	2.10%	29,467	2.82%
Hyundai Genesis G80	2017-2020	19,002	1.29%	14,995	1.44%
Hyundai Genesis G70	2019-2021	19,615	1.33%	15,305	1.47%
<b>Total</b>		<b>1,470,067</b>	<b>100.00%</b>	<b>1,044,391</b>	<b>100.00%</b>

<b>Make/Model</b>	<b>Model Year</b>	<b>1,135,377 Kia Class Vehicles</b>	<b>% of Class Vehicles</b>	<b>837,119 Kia Class Vehicles Repaired</b>	<b>% of Class Vehicles Repaired</b>
Kia Sportage	2008-2009	65,899	5.80%	40,764	4.87%
Kia Sportage	2014-2016	113,440	9.99%	36,323	4.34%
Kia Sportage	2017-2021	359,868	31.70%	281,669	33.65%
Kia Sedona	2006-2010	120,443	10.61%	32,050	3.83%
Kia Sorento	2007-2009	76,240	6.71%	26,158	3.12%
Kia Sorento	2014-2015	128,781	11.34%	151,694	18.12%
Kia Stinger	2018-2021	28,027	2.47%	22,964	2.74%
Kia Cadenza	2017-2019	7,400	0.65%	5,480	0.65%
Kia Optima	2013-2015	234,844	20.68%	239,760	28.64%
Kia K900	2016-2018	435	0.04%	257	0.03%
<b>Total</b>		<b>1,135,377</b>	<b>100.00%</b>	<b>837,119</b>	<b>100.00%</b>

**B. Warranty Extension**

44. The Settlement Agreement states that HMA (for Hyundai Class Vehicles) and KA for (Kia Class Vehicles) shall repair, at no cost whatsoever to Hyundai Class Members and Kia

<sup>40</sup> Number of Hyundai Class Vehicles, by model and model, year shown on Schedule 7.1. Number of Kia Class Vehicles, by model and model year shown on Schedule 8.1.

Class Members, the Class Vehicles' ABS modules as provided in any applicable NHTSA Recall.<sup>41</sup>

45. The Settlement Agreement extends the Class Vehicle's ABS Module warranty, for vehicles that have repaired or replaced the ABS Module pursuant to a NHTSA Recall, for a period of 12 years for Class Vehicles whose New Vehicle Limited Warranty (5 year/60,000 miles) remains in effect as of the date of the Preliminary Approval Order and for 5 years for Class Vehicles whose New Vehicle Limited Warranty has expired as of the date of the Preliminary Approval Order.<sup>42</sup>
46. HMA and KA did not provide information for the manufacturer's suggested retail price ("MSRP") to a consumer for the Warranty Extension. Therefore, the value of the extended warranty for both the 5-year and 12-year extension has been estimated based on the published Retail Market Value of \$3,625 for a 10 Year or 120,000 Mile Platinum Warranty for Hyundai Class Vehicles and \$3,940 for a 10 Year | 100,000 Mile Platinum Warranty for Kia Class Vehicles.<sup>43</sup>
47. The value of the ABS Module Warranty Extension was determined by identifying the various warranty components included in the Platinum Warranty. The component groups included in the Platinum Warranty are: Engine, Transmission, Drive Axle, Climate Control, Shocks, Front Suspension, Rear Suspension, Fuel System, Electrical System, Steering, Brakes, CV Boots, Navigation, Audio, and High-Tech. The average replacement cost of each of these items covered under the Platinum Warranty was obtained from an internet search.<sup>44</sup>
48. As shown on Schedule 1.1 for Hyundai Class Vehicles and Schedule 2.2 for Kia Class Vehicles, the average replacement cost for all Component Groups totaled \$20,276. The ABS Module is assumed to be part of the Electrical System Component Group and represented 6.17% of the total average replacement cost of all Component Groups included in the Platinum Warranty.<sup>45</sup>
49. For Hyundai Class Vehicles, the Electrical System Component Group percentage of 6.17% was multiplied by the Hyundai Platinum Extended Warranty Retail Value of \$3,625 resulting in an Electrical System Component Group value of \$223 for a 10-year or 120,000-mileage warranty. To estimate the value of a 5-year warranty related to the Electrical Component Group, half of the 10-year value of \$223 was calculated resulting in

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<sup>41</sup> Settlement Agreement: Case 8:17-cv-00838-JLS-JDE Document 112-2 Filed 10/10/19 ¶ 2.2.2 Warranty Extension Benefits. Exhibit C.

<sup>42</sup> Settlement Agreement: Case 8:17-cv-00838-JLS-JDE Document 112-2 Filed 10/10/19 ¶ 2.1.1 – 2.1.4 Warranty Extension. Exhibit C.

<sup>43</sup> According to [www.factorywarrantylist.com](http://www.factorywarrantylist.com) the Retail Market Value for a Hyundai Platinum Warranty with a \$100 deductible is \$3,625 and \$3,940 for a Kia Platinum Warranty with \$100 deductible. See Exhibit F.

<sup>44</sup> See Exhibit G for screen shots related to the replacement value of the various component groups covered under a Platinum Warranty. The average cost shown has been used to calculate individual system costs.

<sup>45</sup> Average cost to replace an electrical system of \$1,250 / total average replacement cost for all component groups of \$20,275.50 = 6.17%.

a 5-Year Extended Warranty value of \$112.<sup>46</sup> To estimate the value of the 12-year warranty, the 10-year value of \$223 was extended by an additional 2 years resulting in a 12-year Extended Warranty value of \$268.<sup>47</sup>

50. For Kia Class Vehicles, the Electrical System Component Group percentage of 6.17% was multiplied by the Kia Platinum Extended Warranty Retail value of \$3,940 resulting in an Electrical System Component Group value of \$243 for the 10-year or 100,000-mileage warranty. To estimate the value of a 5-year warranty related to the Electrical Component Group, half of the 10-year value of \$243 was calculated resulting in a 5-Year Extended Warranty value of \$121.<sup>48</sup> To estimate the value of the 12-year warranty, the 10-year value of \$243 was extended by an additional 2 years resulting in a 12-year Extended Warranty value of \$291.<sup>49</sup>
51. For Hyundai Class Vehicles, the age of each Class Vehicle, by model year, was calculated to determine which Extended Warranty was most likely to apply. The age of the vehicle was calculated by subtracting the Class Vehicle model year from the current year of 2023. If the result of this calculation was five years old or greater, the Class Vehicle was assumed to qualify for the 5-year Extended Warranty. If the result of the calculation was less than five years old, the Class Vehicle was assumed to qualify for the 12-Year Extended Warranty.
52. For Kia Class Vehicles, KA provided information related the year in which the number of Class Vehicles, by model year, was sold.<sup>50</sup> Kia Class Vehicles sold prior to 2018 qualified for the 5-year Extended Warranty and Kia Class Vehicles sold in 2019 – 2022 qualified for the 12-year Extended Warranty.<sup>51</sup>
53. As the Extended Warranty only applies to Class Vehicles already repaired under recall, the corresponding Extended Warranty Value was only multiplied by the number of Class Vehicles that already received the repair pursuant to a NHTSA Recall as provided by HMA and KA.<sup>52</sup> These totals were collected and reported to us as of March 16, 2023 (for Hyundai Class Vehicles) and February 27, 2023 (for Kia Class Vehicles), and assuming the number of class members obtaining the recall repair continues to increase as class members learn of the settlement, the total value of the Extended Warranty will increase.

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<sup>46</sup> See Schedule 1.1 ( $\$223.48 \times 50\% = \$111.74$ ).

<sup>47</sup> See Schedule 1.1 ( $\$223.48 / 10 \text{ years} = 22.348 \text{ per year} \times 12 \text{ years} = \$268.18$ ).

<sup>48</sup> See Schedule 2.2 ( $\$242.90 \times 50\% = \$121.45$ ).

<sup>49</sup> See Schedule 2.2 ( $\$242.90 / 10 \text{ years} = 24.29 \text{ per year} \times 12 \text{ years} = \$291.48$ ).

<sup>50</sup> Letter to Rachel E. Fitzpatrick dated March 15, 2023. See Exhibit H.

<sup>51</sup> See Schedule 2.1 for determination of Extended Warranty by Class Vehicle.

<sup>52</sup> Hyundai Class Vehicles Repaired totaling 1,044,391 is calculated at Schedule 7.1 based on information obtained from Letter to Rachel E. Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Kia Class Vehicles Repaired of 837,119 obtained from Letter to Rachel E. Fitzpatrick dated March 15, 2023, see Exhibit H.

54. The calculation of the total value of the Extended Warranty is shown on Schedule 2 for Hyundai Class Vehicles and Schedule 3 for Kia Class Vehicles and is summarized in Table 3 below.

**Table 3. Value of Extended Warranty<sup>53</sup>**

<b>Make/Model</b>	<b>Model Year</b>	<b>Class Vehicles Repaired</b>	<b>Est. Value of 5 Yr. Warranty</b>	<b>Est. Value of 12 Yr. Warranty</b>	<b>Total</b>
Hyundai Azera	2006-2011	21,358	\$ 2,386,599	\$ -	\$ 2,386,599
Hyundai Sonata	2006	44,584	4,981,885	-	4,981,885
Hyundai Elantra	2007-2010	89,460	9,996,420	-	9,996,420
Hyundai Elantra Touring	2009-2011	40,080	4,478,669	-	4,478,669
Hyundai Entourage	2007-2008	5,511	615,826	-	615,826
Hyundai Santa Fe	2007, 2013-2019	325,597	31,753,690	11,109,944	42,863,635
Hyundai Tucson	2014-2021	458,034	25,578,833	61,446,716	87,025,549
Hyundai Genesis	2015-2016	29,467	3,292,715	-	3,292,715
Hyundai Genesis G80	2017-2020	14,995	1,191,639	1,161,365	2,353,005
Hyundai Genesis G70	2019-2021	15,305	-	4,104,563	4,104,563
<b>Subtotal Hyundai</b>		<b>1,044,391</b>	<b>\$ 84,276,275</b>	<b>\$ 77,822,589</b>	<b>\$ 162,098,865</b>

<b>Make/Model</b>	<b>Model Year</b>	<b>Class Vehicles Repaired</b>	<b>Est. Value of 5 Yr. Warranty</b>	<b>Est. Value of 12 Yr. Warranty</b>	<b>Total</b>
Kia Sportage	2008 - 2009	40,764	\$ 4,950,869	\$ -	\$ 4,950,869
Kia Sportage	2014 - 2016	36,323	4,411,464	-	4,411,464
Kia Sportage	2017 - 2021	281,669	18,545,926	37,592,009	56,137,935
Kia Sedona	2006 - 2010	32,050	3,892,537	-	3,892,537
Kia Sorento	2007 - 2009	26,158	3,176,941	-	3,176,941
Kia Sorento	2014 - 2015	151,694	18,423,539	-	18,423,539
Kia Stinger	2018 - 2021	22,964	738,077	4,922,271	5,660,348
Kia Cadenza	2017 - 2019	5,480	575,584	215,936	791,520
Kia Optima	2013 - 2015	239,760	29,118,815	1,239	29,120,054
Kia K900	2016 - 2018	257	29,488	4,140	33,628
<b>Subtotal Kia</b>		<b>837,119</b>	<b>\$ 83,863,241</b>	<b>\$ 42,735,595</b>	<b>\$ 126,598,836</b>
<b>Total</b>		<b>1,881,510</b>	<b>\$ 168,139,516</b>	<b>\$ 120,558,185</b>	<b>\$ 288,697,701</b>

**C. Free One-Time Inspection**

55. If a Settlement Class Member brings their Class Vehicle into an authorized Hyundai dealership (for Hyundai Class Vehicles) or an authorized Kia Dealership (for Kia Class Vehicles) for another unrelated service, the Settlement Class Member may request a free, one-time inspection of the Class Vehicles ABS Module, to the extent the Class Vehicle's

<sup>53</sup> Hyundai Class Vehicles Repaired totaling 1,044,391 is calculated at Schedule 7.1 based on information obtained from Letter to Rachel E. Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Kia Class Vehicles Repaired of 837,119 obtained from Letter to Rachel E. Fitzpatrick dated March 15, 2023, see Exhibit H.



ABS Module was previously repaired or replaced pursuant to a NHTSA Recall, to ensure the repaired or replaced ABS Module is not affected by the Qualifying Defect.<sup>54</sup>

56. Hyundai stated the Labor Rate paid to Dealers for the Free One-Time Inspection averages \$ [REDACTED]<sup>55</sup>

57. Kia stated the Labor Rate paid to Dealers for the Free One-Time Inspection averages \$ [REDACTED].<sup>56</sup>

58. To calculate the value of the Free One-Time Inspection, the corresponding Labor Rate paid to dealers for Hyundai and Kia was multiplied by the number of Class Vehicles that have already received the repair<sup>57</sup>, 1,044,391 Hyundai Class Vehicles and 837,119 Kia Class Vehicles, resulting in a total value based on a 100% response rate of \$209,191,537<sup>58</sup> for Hyundai Class Vehicles and \$112,977,580<sup>59</sup> for Kia Class Vehicles.

59. In calculating the value of the Free One-Time Inspection, we did not include the value of any Qualifying Repairs performed as a result of the inspection. The value of the Free One-Time Inspection is calculated on Schedules 3 for Hyundai Class Vehicles and Schedule 4 for Kia Class Vehicles and is summarized based on various estimated recall response rates ranging from 5% to 50% in Table 4 Below. Because this value is based on the number of Class Vehicles that obtained the recall repair as of February 27, 2023 (for Kia Class Vehicles) and March 16, 2023 (for Hyundai Class Vehicles), it will increase as the number of recall repairs increase.

**Table 4. Value of Free One-Time Inspection<sup>60</sup>**

Make	Class Vehicles Repaired	Free One-Time Inspection Labor Rate	5% Response Rate	20% Response Rate	30% Response Rate	35% Response Rate	45% Response Rate	50% Response Rate
Hyundai	1,044,391	\$ [REDACTED]	\$ 10,459,577	\$ 41,838,307	\$ 62,757,461	\$ 73,217,038	\$ 94,136,192	\$ 104,595,769
Kia	837,119	\$ [REDACTED]	\$ 5,648,879	\$ 22,595,516	\$ 33,893,274	\$ 39,542,153	\$ 50,839,911	\$ 56,488,790

<sup>54</sup> Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 2.3.1 “Free One-Time Inspection”. See Exhibit C.

<sup>55</sup> Letter to Rachel E. Fitzpatrick dated December 27, 2022 from Michael C. Minahan. See Exhibit D, which we interpret to mean the labor cost to perform the inspection.

<sup>56</sup> Letter to Rachel E. Fitzpatrick dated December 27, 2022 from Michael C. Minahan. See Exhibit D, which we interpret to mean the labor cost to perform the inspection.

<sup>57</sup> Hyundai Class Vehicles Repaired totaling 1,044,391 obtained from Letter to Rachel E. Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Kia Class Vehicles Repaired of 837,119 obtained from Letter to Rachel E. Fitzpatrick dated March 15, 2023, see Exhibit H.

<sup>58</sup> See Schedule 3.

<sup>59</sup> See Schedule 4.

<sup>60</sup> Hyundai Class Vehicles Repaired totaling 1,044,391 is calculated at Schedule 7.1 based on information obtained from Letter to Rachel E. Fitzpatrick dated March 16, 2023 from Michael C. Minahan, see Exhibit I. Kia Class Vehicles Repaired of 837,119 obtained from Letter to Rachel E. Fitzpatrick dated March 15, 2023, see Exhibit H.

**D. Total Loss of Vehicle Due to Fire**

60. We have not calculated a value related to total loss of Vehicle Due to Fire or the goodwill payment of \$140 because settlement claims data was not available at the time of our analysis.

**E. Repair Reimbursements - Hyundai**

61. Hyundai reported the total average cost (including Parts and Labor) of an ABS Module Repair was \$[REDACTED]<sup>61</sup> To calculate the value of the Repair Reimbursements, the total number of Class Vehicles was multiplied by the total average cost. Our valuation of this benefit only encompasses the cost of an ABS Module repair, even though the Settlement provides reimbursement for a broader range of repairs “so long as the necessity of the repair or replacement arises from the Qualifying Defect...”<sup>62</sup>

62. The value of the Repair Reimbursements for Hyundai Class Vehicles is based on the number of Class Vehicles before adjustments for vehicles identified by HMA as branded or unregistered titled Class Vehicles as of March 16, 2023<sup>63</sup> because the owners of such vehicles are eligible for Repair Reimbursements for past expenses. The Repair Reimbursements for Hyundai Class Vehicles is calculated on Schedule 5 and summarized based on various recall response rates ranging from .5% - 5% in Table 5 below:

**Table 5. Value of Hyundai Repair Reimbursements**

<b>Make</b>	<b>Class Vehicles</b>	<b>Average Cost of Repair</b>	<b>.5% Response Rate</b>	<b>1% Response Rate</b>	<b>3% Response Rate</b>	<b>5% Response Rate</b>
Hyundai	1,816,069	\$ [REDACTED]	\$ 17,748,624	\$ 35,497,248	\$ 106,491,744	\$ 177,486,239

**F. Repair Reimbursements - Kia**

63. Kia reported the average cost of various individual repairs by model ranging from a low of \$[REDACTED] for the 2016-2018 K900 to a high of \$[REDACTED] for the 2014-2015 Kia Sorento.<sup>64</sup> The average cost of the repairs by model and model year was calculated for each Kia Class Vehicle. See Schedule 6.1.

<sup>61</sup> Exhibit B to the Letter to Rachel Fitzpatrick dated March 15, 2023 from Michael C. Minahan, (average cost of labor [REDACTED] + average cost of parts [REDACTED] = \$[REDACTED]). See Exhibit H.

<sup>62</sup> “Qualifying Repair” refers to any type of repair, replacement, diagnosis, or inspection, including a repair pursuant to a NHTSA Recall, of a Class Vehicle arising from the Qualifying Defect, even if the repair or inspection was not known at the time to have arisen from the Qualifying Defect and even if the repair or replacement includes parts of the Class Vehicle outside of the ABS Module so long as the necessity of the repair or replacement arises from the Qualifying Defect, but excluding Exceptional Neglect.” Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 1.33 “Definitions”. See Exhibit C.

<sup>63</sup> See Exhibit I.

<sup>64</sup> Letter to Rachel Fitzpatrick dated February 7, 2023 from Michael C. Minahan. See Exhibit E.

64. To calculate the value of the Repair Reimbursements for Kia Class Vehicles, the total number of Class Vehicles by model and model year was multiplied by the corresponding average cost of repair for that model.<sup>65</sup> Our valuation of this benefit only encompasses the cost of an ABS Module repair, even though the Settlement provides reimbursement for a broader range of repairs “so long as the necessity of the repair or replacement arises from the Qualifying Defect...”<sup>66</sup>
65. The value of the Repair Reimbursements for Kia Class Vehicles is based on the total Class Vehicles before deductions for scrapped, stolen, exported or other branded title information as presented by KM as of March 15, 2023<sup>67</sup> because the owners of such vehicles are eligible for Repair Reimbursements for past expenses. The Repair Reimbursements for Kia Class Vehicles is calculated on Schedule 6 and summarized based on various recall response rates ranging from .5% - 5% in Table 6 below:

**Table 6. Value of Kia Repair Reimbursements**

<b>Make/Model</b>	<b>Model Year</b>	<b>Class Vehicles</b>	<b>Average Cost of Repair</b>	<b>.5% Response Rate</b>	<b>1% Response Rate</b>	<b>3% Response Rate</b>	<b>5% Response Rate</b>
Kia Sportage	2008 - 2009	71,481	\$	\$ 276,939	\$ 553,878	\$ 1,661,633	\$ 2,769,388
Kia Sportage	2014 - 2016	122,627	\$	\$ 40,130	\$ 80,259	\$ 240,778	\$ 401,297
Kia Sportage	2017 - 2021	371,501	\$	\$ 107,085	\$ 214,170	\$ 642,511	\$ 1,070,852
Kia Sedona	2006 - 2010	139,399	\$	\$ 59,482	\$ 118,963	\$ 356,889	\$ 594,816
Kia Sorento	2007 - 2009	88,240	\$	\$ 41,398	\$ 82,796	\$ 248,387	\$ 413,978
Kia Sorento	2014 - 2015	155,371	\$	\$ 1,372,231	\$ 2,744,463	\$ 8,233,389	\$ 13,722,315
Kia Stinger	2018 - 2021	28,195	\$	\$ 14,584	\$ 29,168	\$ 87,503	\$ 145,839
Kia Cadenza	2017 - 2019	7,639	\$	\$ 2,309	\$ 4,619	\$ 13,856	\$ 23,093
Kia Optima	2013 - 2015	283,334	\$	\$ 2,354,477	\$ 4,708,954	\$ 14,126,863	\$ 23,544,772
Kia K900	2016 - 2017	470	\$	\$ 99	\$ 198	\$ 594	\$ 991
		<b>1,268,257</b>		<b>\$ 4,268,734</b>	<b>\$ 8,537,468</b>	<b>\$ 25,612,404</b>	<b>\$ 42,687,339</b>

**G. Other Repair-Related Reimbursements**

66. We have not calculated a value related to the Other Repair-Related Reimbursements because settlement claims data was not available at the time of our analysis.

**H. Recall and Product Improvements**

67. We have not calculated a value related to the Recall and Product Improvements.

<sup>65</sup> See Schedule 6.

<sup>66</sup> “Qualifying Repair” refers to any type of repair, replacement, diagnosis, or inspection, including a repair pursuant to a NHTSA Recall, of a Class Vehicle arising from the Qualifying Defect, even if the repair or inspection was not known at the time to have arisen from the Qualifying Defect and even if the repair or replacement includes parts of the Class Vehicle outside of the ABS Module so long as the necessity of the repair or replacement arises from the Qualifying Defect, but excluding Exceptional Neglect.” Settlement Agreement; Case 8:20-cv-01584-SB-JDE Document 131-1 Filed 10/21/22 ¶ 1.33 “Definitions”. See Exhibit C.

<sup>67</sup> See Exhibit H.

**I. Cost of Administration and Notice**

68. We have not calculated the cost of administration and notice.

**VI. Conclusion**

69. As outlined in the Summary Table above, the total value of benefits provided to the Class under the Settlement Agreement based on the information presently available and our work completed as of March 17, 2023, is \$288,697,701 for the Extended Warranty and the value of the various other benefits provided in the Settlement Agreement that we were able to value range from \$38,125,814 to \$381,258,137.

70. The opinions expressed in this report are based on the information reviewed to date. When further information becomes available and reviewed, I reserve my right to amend, revise and finalize my report and opinions accordingly.

71. I declare the foregoing to all be correct and true to the best of my knowledge. Executed on the 17th day of March 2023, at Fresno, CA.



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Susan K. Thompson, CPA/CFF



**Zakikhani, et al. v Hyundai Motor Company, et al.**  
**Case No. 8:20-cv-01584-SB-JDE**

<b>Hyundai</b>		<b>Amount</b>	
Total Class Vehicles	[1]	1,470,067	
Class Vehicles Repaired	[1]	1,044,391	
Est Value of 5 yr Warranty	[2]	\$ 111 74	
Est Value of 12 yr Warranty	[3]	\$ 268 18	
Labor Rate Paid for Free One-Time Inspection	[4]	\$ [REDACTED]	
Total Value of 5 yr Warranty on Class Vehicles Repaired	[5]	\$ 84,276,275	
Total Value of 12 yr Warranty on Class Vehicles Repaired	[5]	\$ 77,822,589	
<b>Value of Hyundai Extended Warranty</b>		<b>\$ 162,098,865</b>	
<b>Other Settlement Agreement Benefits Valued:</b>		<b>Range of Amounts</b>	
Value of Free Inspection (Response Rate 5% - 50%)	[6]	\$ 10,459,577	\$ 104,595,769
Value of Repair Reimbursement (Response Rate 5% - 5%)	[7]	\$ 17,748,624	\$ 177,486,239
<b>Value of Hyundai Other Settlement Agreement Benefits</b>		<b>\$ 28,208,201</b>	<b>\$ 282,082,008</b>
<b>Kia</b>		<b>Amount</b>	
Total Class Vehicles	[8]	1,135,377	
Class Vehicles Repaired	[8]	837,119	
Est Value of 5 yr Warranty	[9]	\$ 121 45	
Est Value of 12 yr Warranty	[10]	\$ 291 48	
Labor Rate Paid for Free One-Time Inspection	[11]	\$ [REDACTED]	
Total Value of 5 yr Warranty on Class Vehicles Repaired	[12]	\$ 83,863,241	
Total Value of 12 yr Warranty on Class Vehicles Repaired	[12]	\$ 42,735,595	
<b>Value of Extended Warranty</b>		<b>\$ 126,598,836</b>	
<b>Other Settlement Agreement Benefits Valued:</b>		<b>Range of Amounts</b>	
Value of Free Inspection (Response Rate 5% - 50%)	[13]	\$ 5,648,879	\$ 56,488,790
Value of Repair Reimbursement (Response Rate 5% - 5%)	[14]	\$ 4,268,734	\$ 42,687,339
<b>Value of Kia Other Settlement Agreement Benefits</b>		<b>\$ 9,917,613</b>	<b>\$ 99,176,129</b>
<b>Total Value of Extended Warranty (Hyundai &amp; Kia)</b>		<b>\$ 288,697,701</b>	<b>\$ 288,697,701</b>
<b>Total Value Range Free One-Time Inspection and Repair Reimbursements (Hyundai &amp; Kia)</b>		<b>\$ 38,125,814</b>	<b>\$ 381,258,137</b>
<b>Total Value</b>		<b>\$ 326,823,515</b>	<b>\$ 669,955,838</b>

**Notes:**

- [1] Total number of Hyundai Class Vehicles of 1,470,067 (1,816,069 less branded and untitled of 346,002, See Schedule 7) and Class Vehicles that have received a repair of 1,044,391 obtained from the March 16, 2023 letter from Michael C Minahan See Exhibit I
- [2] Estimated value of Hyundai Platinum 10 year /120K mileage warranty for the electrical system of \$223 48 multiplied by 50% to estimate value of a 5 year warranty (\$223 48 x 50% = \$111 74) See Schedule 1 1
- [3] Estimated value of Hyundai Platinum 10 year /120K mileage warranty for the electrical system of \$223 48 extended by 2 years to estimate value of a 12 year warranty (\$223 48/10 years) x 12 years = \$268 18) See Schedule 1 1
- [4] Average Labor Rate Paid to Dealers for the Free One-Time Inspection of [REDACTED] obtained from the December 27, 2022 letter from Michael C Minahan As the inspection is only related to labor, we have assumed that this is the average total price paid to dealers to perform the Free One-Time Inspection See Exhibit D
- [5] Value of Warranty calculated on Schedule 1
- [6] Value of Free One-Time Inspection calculated on Schedule 3
- [7] Value of Repair Reimbursements calculated on Schedule 5
- [8] Total number of Class Vehicles of 1,135,377 (total of 1,268,257 less Scrapped, Stolen, Exported, and Other of 132,880, see Schedule 8) and Class Vehicles that have received a repair of 837,119 obtained from March 15, 2023 letter from Michael C Minahan to Rachel E Fitzpatrick See Exhibit H
- [9] Estimated value of Kia Premium 10 year /100K mileage warranty for the electrical system of \$242 90 multiplied by 50% to estimate value of a 5 year warranty (\$242 90 x 50% = \$121 45) See Schedule 2 1
- [10] Estimated value of Kia Premium 10 year /100K mileage warranty for the electrical system of \$242 90 extended by 2 years to estimate value of a 12 year warranty (\$242 90/10 years) x 12 years = \$291 48) See Schedule 2 1
- [11] Average Labor Rate Paid to Dealers for the Free One-Time Inspection of [REDACTED] obtained from the December 27, 2022 letter from Michael C Minahan As the inspection is only related to labor, we have assumed that this is the average total price paid to dealers to perform the free inspection
- [12] Value of Warranty calculated on Schedule 2
- [13] Value of One-Time Inspection calculated on Schedule 4
- [14] Value of Repair Reimbursements calculated on Schedule 6

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Value of Extended Warranty - Hyundai

[a]		[b]	[c]	[d] = 2023 - [b]	[e]	[f] = [c] x \$111.74		[g] = [c] x \$268.18	[h] = [f] + [g]
Make/Model	Mode Year	1,044,391 Class Vehicles Repaired <sup>[1]</sup>	Age of Vehicle	Extended Warranty 5 or 12 years	\$111.74 Est. Value of 5 Yr. Warranty <sup>[2]</sup>	\$268.18 Est. Value of 12 Yr. Warranty <sup>[2]</sup>			Tot
Hyundai Azera	2006	8,001	17	5	\$ 894,096	\$ -			
Hyundai Azera	2007	6,545	16	5	\$ 731,324	\$ -			
Hyundai Azera	2008	4,312	15	5	\$ 481,851	\$ -			
Hyundai Azera	2009	1,136	14	5	\$ 126,885	\$ -			
Hyundai Azera	2010	910	13	5	\$ 101,662	\$ -			
Hyundai Azera	2011	454	12	5	\$ 50,781	\$ -			
Subtotal		21,358			\$ 2,386,599	\$ -			\$ 2,386,599
Hyundai Sonata	2006	44,584	17	5	\$ 4,981,885	\$ -			
Subtotal		44,584			\$ 4,981,885	\$ -			\$ 4,981,885
Hyundai Elantra	2007	18,437	16	5	\$ 2,060,138	\$ -			
Hyundai Elantra	2008	20,371	15	5	\$ 2,276,332	\$ -			
Hyundai Elantra	2009	22,210	14	5	\$ 2,481,784	\$ -			
Hyundai Elantra	2010	28,442	13	5	\$ 3,178,165	\$ -			
Subtotal		89,460			\$ 9,996,420	\$ -			\$ 9,996,420
Hyundai Elantra Touring	2009	-	14	5	\$ -	\$ -			
Hyundai Elantra Touring	2010	-	13	5	\$ -	\$ -			
Hyundai Elantra Touring	2011	40,080	12	5	\$ 4,478,669	\$ -			
Subtotal		40,080			\$ 4,478,669	\$ -			\$ 4,478,669
Hyundai Entourage	2007	3,690	16	5	\$ 412,273	\$ -			
Hyundai Entourage	2008	1,822	15	5	\$ 203,553	\$ -			
Subtotal		5,511			\$ 615,826	\$ -			\$ 615,826
Hyundai Santa Fe	2007	19,877	16	5	\$ 2,221,082	\$ -			
Hyundai Santa Fe	2013	39,563	10	5	\$ 4,420,875	\$ -			
Hyundai Santa Fe	2014	48,052	9	5	\$ 5,369,399	\$ -			
Hyundai Santa Fe	2015	52,606	8	5	\$ 5,878,344	\$ -			
Hyundai Santa Fe	2016	42,693	7	5	\$ 4,770,591	\$ -			
Hyundai Santa Fe	2017	43,313	6	5	\$ 4,839,861	\$ -			
Hyundai Santa Fe	2018	38,066	5	5	\$ 4,253,536	\$ -			
Hyundai Santa Fe	2019	41,427	4	12	\$ -	\$ 11,109,944			
Subtotal		325,597			\$ 31,753,690	\$ 11,109,944			\$ 42,863,635
Hyundai Tucson	2014	15,386	9	5	\$ 1,719,252	\$ -			
Hyundai Tucson	2015	20,682	8	5	\$ 2,311,101	\$ -			
Hyundai Tucson	2016	49,893	7	5	\$ 5,575,185	\$ -			
Hyundai Tucson	2017	63,809	6	5	\$ 7,130,169	\$ -			
Hyundai Tucson	2018	79,139	5	5	\$ 8,843,125	\$ -			
Hyundai Tucson	2019	76,404	4	12	\$ -	\$ 20,489,994			
Hyundai Tucson	2020	68,771	3	12	\$ -	\$ 18,443,098			
Hyundai Tucson	2021	83,949	2	12	\$ -	\$ 22,513,624			
Subtotal		458,034			\$ 25,578,833	\$ 61,446,716			\$ 87,025,549
Hyundai Genesis	2015	16,931	8	5	\$ 1,891,906	\$ -			
Hyundai Genesis	2016	12,536	7	5	\$ 1,400,809	\$ -			
Subtotal		29,467			\$ 3,292,715	\$ -			\$ 3,292,715
Hyundai Genesis G80	2017	7,242	6	5	\$ 809,199				
Hyundai Genesis G80	2018	3,423	5	5	\$ 382,440				
Hyundai Genesis G80	2019	3,168	4	12		\$ 849,704			
Hyundai Genesis G80	2020	1,162	3	12		\$ 311,662			
Subtotal		14,995			\$ 1,191,639	\$ 1,161,365			\$ 2,353,005
Hyundai Genesis G70	2019	6,124	4	12		\$ 1,642,350			
Hyundai Genesis G70	2020	3,666	3	12		\$ 983,119			
Hyundai Genesis G70	2021	5,515	2	12		\$ 1,479,095			
Subtotal		15,305			\$ -	\$ 4,104,563			\$ 4,104,563
Totals		1,044,391			\$ 84,276,275	\$ 77,822,589			\$ 162,098,865

Notes:

[1] Class Vehicles that have Received the Recall Repair obtained Recall Completion Rates from the March 16, 2023 Letter from Michael C Minahan to Rachel E Fitzpatrick, Exhibit I See Schedule 7 and Schedule 7 I

[2] Estimated value of the 5 and 12 year warranty calculated on Schedule 1 I

**Zakikhani, et al. v Hyundai Motor Company, et al.**  
**Case No. 8:20-cv-01584-SB-JDE**  
**Extended Warranty - Hyundai**

**Platinum Warranty MSRP -**  
**10 Year/120K Miles <sup>[1]</sup> \$ 3,625.00**

<b>Components of Platinum Warranty</b>	<b>Average Cost to Replace <sup>[2]</sup></b>	<b>% of Total</b>
Engine	\$ 5,250	25.89%
Transmission	\$ 2,600	12.82%
Drive Axle	\$ 920	4.54%
Climate Control	\$ 2,500	12.33%
Shocks	\$ 775	3.82%
Front Suspension	\$ 1,500	7.40%
Rear Suspension	\$ 1,500	7.40%
Fuel System	\$ 641	3.16%
<b>Electrical System</b>	<b>\$ 1,250</b>	<b>6.17%</b>
Steering	\$ 650	3.21%
Brakes	\$ 500	2.47%
CV Boots	\$ 190	0.94%
Navigation	\$ 625	3.08%
Audio	\$ 450	2.22%
High-tech	\$ 925	4.56%
<b>Total</b>	<b>\$ 20,276</b>	<b>100%</b>

Platinum Warranty MSRP	\$ 3,625.00	[a]
Electrical System %	6.17%	[b]
Portion of Platinum Warranty related to the Electrical System based on Average Replacement Cost	\$ 223	[c] = [a] x [b]

<b>5 Year Value</b>	<b>\$ 112</b>	[d] = [c]/2
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Estimated value of original 10 year /120K mileage warranty of \$223.48 multiplied by 50% to estimate value of a 5 year warranty (\$223.48 x 50% = \$111.74). To Schedule 1.

<b>12 Year Value</b>	<b>\$ 268</b>	[e] = ([c]/10)*12
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Estimated value of original 10 year /120K mileage warranty of \$223.48 extended by 2 years to estimate value of a 12 year warranty (\$223.48/10 years) x 12 years = \$268.18). To Schedule 1.

**Notes:**

[1] Retail Market Value of Kia Platinum Warranty obtained from Internet Research.  
<https://www.factorywarrantylist.com/hyundai-warranty.html> accessed on March 10, 2023. See Exhibit F.

[2] Average cost to replace various components of the Platinum Extended Warranty obtained from Internet Research. See Exhibit G.

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Value of Extended Warranty - Kia

(a)	(b)	(c)	(d) = Sch. 2.2	(e) = Sch. 2.2	(f) = (c) x \$121.45	(g) = (c) x \$291.48	(h) = (f)+(g)
Make/Model	Mod Yea	837,119 Class Vehicles Repaired <sup>[1]</sup>	Qualify for 5 Yr <sup>[2]</sup>	Qualify for 12 Year	\$121.45 Est. Value of 5 Yr. Warranty <sup>[3]</sup>	\$291.48 Est. Value of 12 Yr. Warranty <sup>[3]</sup>	Total
Kia Sportage	2008	18,935	18,935	-	\$ 2,299,694	\$ -	
Kia Sportage	2009	21,829	21,829	-	\$ 2,651,176	\$ -	
<b>Subtotal</b>		<b>40,764</b>	<b>40,764</b>	<b>-</b>	<b>\$ 4,950,869</b>	<b>\$ -</b>	<b>\$ 4,950,869</b>
Kia Sportage	2014	9,220	9,220	-	\$ 1,119,787	\$ -	
Kia Sportage	2015	13,015	13,015	-	\$ 1,580,698	\$ -	
Kia Sportage	2016	14,088	14,088	-	\$ 1,710,979	\$ -	
<b>Subtotal</b>		<b>36,323</b>	<b>36,323</b>	<b>-</b>	<b>\$ 4,411,464</b>	<b>\$ -</b>	<b>\$ 4,411,464</b>
Kia Sportage	2017	77,001	76,985	16	\$ 9,350,011	\$ 4,594	
Kia Sportage	2018	51,180	51,112	68	\$ 6,207,715	\$ 19,677	
Kia Sportage	2019	52,193	24,604	27,589	\$ 2,988,200	\$ 8,041,786	
Kia Sportage	2020	78,037	-	78,037	\$ -	\$ 22,746,599	
Kia Sportage	2021	23,258	-	23,258	\$ -	\$ 6,779,353	
<b>Subtotal</b>		<b>281,669</b>	<b>152,702</b>	<b>128,967</b>	<b>\$ 18,545,926</b>	<b>\$ 37,592,009</b>	<b>\$ 56,137,935</b>
Kia Sedona	2006	9,365	9,365	-	\$ 1,137,398	\$ -	
Kia Sedona	2007	7,375	7,375	-	\$ 895,708	\$ -	
Kia Sedona	2008	9,067	9,067	-	\$ 1,101,205	\$ -	
Kia Sedona	2009	5,789	5,789	-	\$ 703,086	\$ -	
Kia Sedona	2010	454	454	-	\$ 55,139	\$ -	
<b>Subtotal</b>		<b>32,050</b>	<b>32,050</b>	<b>-</b>	<b>\$ 3,892,537</b>	<b>\$ -</b>	<b>\$ 3,892,537</b>
Kia Sorento	2007	8,391	8,391	-	\$ 1,019,104	\$ -	
Kia Sorento	2008	13,587	13,587	-	\$ 1,650,168	\$ -	
Kia Sorento	2009	4,180	4,180	-	\$ 507,669	\$ -	
<b>Subtotal</b>		<b>26,158</b>	<b>26,158</b>	<b>-</b>	<b>\$ 3,176,941</b>	<b>\$ -</b>	<b>\$ 3,176,941</b>
Kia Sorento	2014	57,266	57,266	-	\$ 6,955,070	\$ -	
Kia Sorento	2015	94,428	94,428	-	\$ 11,468,469	\$ -	
<b>Subtotal</b>		<b>151,694</b>	<b>151,694</b>	<b>-</b>	<b>\$ 18,423,539</b>	<b>\$ -</b>	<b>\$ 18,423,539</b>
Kia Stinger	2018	5,525	5,021	504	\$ 609,853	\$ 146,807	
Kia Stinger	2019	10,556	1,056	9,500	\$ 128,225	\$ 2,769,174	
Kia Stinger	2020	4,525	-	4,525	\$ -	\$ 1,318,969	
Kia Stinger	2021	2,358	-	2,358	\$ -	\$ 687,321	
<b>Subtotal</b>		<b>22,964</b>	<b>6,077</b>	<b>16,887</b>	<b>\$ 738,077</b>	<b>\$ 4,922,271</b>	<b>\$ 5,660,348</b>
Kia Cadenza	2017	4,081	4,077	4	\$ 495,136	\$ 1,223	
Kia Cadenza	2018	878	655	223	\$ 79,562	\$ 64,975	
Kia Cadenza	2019	521	7	514	\$ 886	\$ 149,738	
<b>Subtotal</b>		<b>5,480</b>	<b>4,739</b>	<b>741</b>	<b>\$ 575,584</b>	<b>\$ 215,936</b>	<b>\$ 791,520</b>
Kia Optima	2013	19,766	19,766	-	\$ 2,400,620	\$ -	
Kia Optima	2014	76,047	76,046	1	\$ 9,235,959	\$ 242	
Kia Optima	2015	143,947	143,944	3	\$ 17,482,236	\$ 997	
<b>Subtotal</b>		<b>239,760</b>	<b>239,756</b>	<b>4</b>	<b>\$ 29,118,815</b>	<b>\$ 1,239</b>	<b>\$ 29,120,054</b>
Kia K900	2016	116	114	2	\$ 13,796	\$ 701	
Kia K900	2017	139	129	10	\$ 15,692	\$ 2,856	
Kia K900	2018	2	-	2	\$ -	\$ 583	
<b>Subtotal</b>		<b>257</b>	<b>243</b>	<b>14</b>	<b>\$ 29,488</b>	<b>\$ 4,140</b>	<b>\$ 33,628</b>
<b>Totals</b>		<b>837,119</b>	<b>690,505</b>	<b>146,613</b>	<b>\$ 83,863,241</b>	<b>\$ 42,735,595</b>	<b>\$ 126,598,836</b>

**Notes:**

- [1] Class Vehicles that have Received the Recall Repair obtained from December 27, 2022 Letter from Michael C Minahan to Rachel E. Fitzpatrick See Schedule 8 and Exhibit D
- [2] Determination of the number of Class Vehicles Qualifying for the 5-Year or 12-Year Warranty is shown on Schedule 2.1
- [3] Estimated value of the 5 and 12 year warranty calculated on Schedule 2.2



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Extended Warranty - Kia Vehicles Qualifying for 5 Year and 12 Year Warranty

		(a)	(b)	(c)	(d)	(e) = (c)/(d)	(f) = sum (g) (i)					(j) = (f) x (e)	(m) = (k) x (e)
						Calendar Year Vehicles Sold <sup>[3]</sup>							
		837,119											
Make/Model	Model Year	Class Vehicles Repaired <sup>[1]</sup>	Total Class Vehicles <sup>[2]</sup>	% of Total Class	Sold in 2018 or Before	Sold in 2019	Sold in 2020	Sold in 2021	Sold in 2022	Sold 2019 - 2022	Qualify for 5 Year	Qualify for 12 Year	
Kia Sportage	2008	18,935	35,543	53 27%						-	18,935	-	
Kia Sportage	2009	21,829	35,938	60 74%						-	21,829	-	
Subtotal		40,764	71,481							-	40,764	-	
Kia Sportage	2014	9,220	33,303	27 69%						-	9,220	-	
Kia Sportage	2015	13,015	43,177	30 14%						-	13,015	-	
Kia Sportage	2016	14,088	46,147	30 53%						-	14,088	-	
Subtotal		36,323	122,627							-	36,323	-	
Kia Sportage	2017	77,001	107,485	71 64%						-	76,985	16	
Kia Sportage	2018	51,180	72,783	70 32%						-	51,112	68	
Kia Sportage	2019	52,193	67,613	77 19%						-	24,604	27,589	
Kia Sportage	2020	78,037	96,854	80 57%						-	-	78,037	
Kia Sportage	2021	23,258	26,766	86 89%						-	-	23,258	
Subtotal		281,669	371,501							-	152,702	128,967	
Kia Sedona	2006	9,365	52,241	17 93%						-	9,365	-	
Kia Sedona	2007	7,375	33,015	22 34%						-	7,375	-	
Kia Sedona	2008	9,067	34,158	26 54%						-	9,067	-	
Kia Sedona	2009	5,789	18,742	30 89%						-	5,789	-	
Kia Sedona	2010	454	1,243	36 52%						-	454	-	
Subtotal		32,050	139,399							-	32,050	-	
Kia Sorento	2007	8,391	31,958	26 26%						-	8,391	-	
Kia Sorento	2008	13,587	43,826	31 00%						-	13,587	-	
Kia Sorento	2009	4,180	12,456	33 56%						-	4,180	-	
Subtotal		26,158	88,240							-	26,158	-	
Kia Sorento	2014	57,266	59,216	96 71%						-	57,266	-	
Kia Sorento	2015	94,428	96,155	98 20%						-	94,428	-	
Subtotal		151,694	155,371							-	151,694	-	
Kia Stinger	2018	5,525	7,273	75 97%						-	5,021	504	
Kia Stinger	2019	10,556	12,708	83 07%						-	1,056	9,500	
Kia Stinger	2020	4,525	5,467	82 77%						-	-	4,525	
Kia Stinger	2021	2,358	2,747	85 84%						-	-	2,358	
Subtotal		22,964	28,195							-	6,077	16,887	
Kia Cadenza	2017	4,081	5,838	69 90%						-	4,077	4	
Kia Cadenza	2018	878	1,158	75 82%						-	655	223	
Kia Cadenza	2019	521	643	81 03%						-	7	514	
Subtotal		5,480	7,639							-	4,739	741	
Kia Optima	2013	19,766	23,369	84 58%						-	19,766	-	
Kia Optima	2014	76,047	91,567	83 05%						-	76,046	1	
Kia Optima	2015	143,947	168,398	85 48%						-	143,944	3	
Subtotal		239,760	283,334							-	239,756	4	
Kia K900	2016	116	241	48 13%						-	114	2	
Kia K900	2017	139	227	61 23%						-	129	10	
Kia K900	2018	2	2	100 00%						-	-	2	
Subtotal		257	470							-	243	14	
Rounding											1		
Totals		837,119	1,268,257								690,506	146,613	

Notes:

[1] Class Vehicles that have Received the Recall Repair obtained from March 15, 2023 Letter from Michael C. Minahan to Rachel E. Fitzpatrick See Schedule 8 and Exhibit H

[2] Total Class Vehicles see Schedule 8.1

[3] Class Vehicles Sold by Calendar Year obtained from Exhibit A to the March 15, 2023 Letter from Michael C. Minahan to Rachel E. Fitzpatrick See Exhibit H

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**Extended Warranty - Kia**

**Platinum Warranty MSRP -**  
**10 Year/100K Miles <sup>[1]</sup> \$ 3,940.00**

<b>Components of Platinum Warranty</b>	<b>Average Cost to Replace <sup>[2]</sup></b>	<b>% of Total</b>
Engine	\$ 5,250	25.89%
Transmission	\$ 2,600	12.82%
Drive Axle	\$ 920	4.54%
Climate Control	\$ 2,500	12.33%
Shocks	\$ 775	3.82%
Front Suspension	\$ 1,500	7.40%
Rear Suspension	\$ 1,500	7.40%
Fuel System	\$ 641	3.16%
<b>Electrical System</b>	<b>\$ 1,250</b>	<b>6.17%</b>
Steering	\$ 650	3.21%
Brakes	\$ 500	2.47%
CV Boots	\$ 190	0.94%
Navigation	\$ 625	3.08%
Audio	\$ 450	2.22%
High-tech	\$ 925	4.56%
<b>Total</b>	<b>\$ 20,276</b>	<b>100%</b>

Platinum Warranty MSRP	\$ 3,940.00	[a]
Electrical System %	6.17%	[b]
Portion of Platinum Warranty related to the Electrical System based on Average Replacement Cost	\$ 243	[c] = [a] x [b]

<b>5 Year Value</b>	<b>\$ 121</b>	[d] = [c]/2
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Estimated value of original 10 year /100K mileage warranty of \$242.90 multiplied by 50% to estimate value of a 5 year warranty (\$242.90 x 50% = \$121.45). To Schedule 2.

<b>12 Year Value</b>	<b>\$ 291</b>	[e] = ([c]/10)*12
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Estimated value of original 10 year /100K mileage warranty of \$242.90 extended by 2 years to estimate value of a 12 year warranty (\$242.90/10 years) x 12 years = \$291.48). To Schedule 2.

**Notes:**

[1] Retail Market Value of Kia Platinum Warranty obtained from Internet Research. <https://www.factorywarrantylist.com/kia-warranty.html> accessed on March 10, 2023. See Exhibit F.

[2] Average cost to replace various components of the Platinum Extended Warranty obtained from Internet Research. See Exhibit G.

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Case No. 8:20-cv-01584-SB-JDE

Value of Free One-Time Inspection - Hyundai Class Vehicles

					Estimated Response Rate:										
		(a)	(b)	(c) = (a) x (b)	(d) = (c) x 5%	(e) = (c) x 10%	(f) = (c) x 15%	(g) = (c) x 20%	(h) = (c) x 25%	(i) = (c) x 30%	(j) = (c) x 35%	(k) = (c) x 40%	(l) = (c) x 45%	(m) = (c) x 50%	
Make/Model	Model Year	Class Vehicles Repaired <sup>[1]</sup>	Labor Rate for Free Inspection <sup>[2]</sup>	Value of Free Inspection 100%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	
Hyundai Azera	2006 - 2011	21,358	\$	\$ 4,278,031	\$ 213,902	\$ 427,803	\$ 641,705	\$ 855,606	\$ 1,069,508	\$ 1,283,409	\$ 1,497,311	\$ 1,711,212	\$ 1,925,114	\$ 2,139,015	
Hyundai Sonata	2006	44,584	\$	\$ 8,930,139	\$ 446,507	\$ 893,014	\$ 1,339,521	\$ 1,786,028	\$ 2,232,535	\$ 2,679,042	\$ 3,125,549	\$ 3,572,056	\$ 4,018,563	\$ 4,465,070	
Hyundai Elantra	2007 - 2010	89,460	\$	\$ 17,918,802	\$ 895,940	\$ 1,791,880	\$ 2,687,820	\$ 3,583,760	\$ 4,479,700	\$ 5,375,641	\$ 6,271,581	\$ 7,167,521	\$ 8,063,461	\$ 8,959,401	
Hyundai Elantra Touring	2009 - 2011	40,080	\$	\$ 8,028,113	\$ 401,406	\$ 802,811	\$ 1,204,217	\$ 1,605,623	\$ 2,007,028	\$ 2,408,434	\$ 2,809,840	\$ 3,211,245	\$ 3,612,651	\$ 4,014,056	
Hyundai Entourage	2007 - 2008	5,511	\$	\$ 1,103,881	\$ 55,194	\$ 110,388	\$ 165,582	\$ 220,776	\$ 275,970	\$ 331,164	\$ 386,358	\$ 441,552	\$ 496,747	\$ 551,941	
Hyundai Santa Fe	2007, 2013-2019	325,597	\$	\$ 65,217,030	\$ 3,260,851	\$ 6,521,703	\$ 9,782,554	\$ 13,043,406	\$ 16,304,257	\$ 19,565,109	\$ 22,825,960	\$ 26,086,812	\$ 29,347,663	\$ 32,608,515	
Hyundai Tucson	2016 - 2021	458,034	\$	\$ 91,744,199	\$ 4,587,210	\$ 9,174,420	\$ 13,761,630	\$ 18,348,840	\$ 22,936,050	\$ 27,523,260	\$ 32,110,470	\$ 36,697,680	\$ 41,284,890	\$ 45,872,100	
Hyundai Genesis	2015 - 2016	29,467	\$	\$ 5,902,264	\$ 295,113	\$ 590,226	\$ 885,340	\$ 1,180,453	\$ 1,475,566	\$ 1,770,679	\$ 2,065,792	\$ 2,360,905	\$ 2,656,019	\$ 2,951,132	
Hyundai Genesis G80	2017 - 2020	14,995	\$	\$ 3,003,445	\$ 150,172	\$ 300,344	\$ 450,517	\$ 600,689	\$ 750,861	\$ 901,033	\$ 1,051,206	\$ 1,201,378	\$ 1,351,550	\$ 1,501,722	
Hyundai Genesis G70	2019 - 2021	15,305	\$	\$ 3,065,633	\$ 153,282	\$ 306,563	\$ 459,845	\$ 613,127	\$ 766,408	\$ 919,690	\$ 1,072,972	\$ 1,226,253	\$ 1,379,535	\$ 1,532,817	
		1,044,391		209,191,537	10,459,577	20,919,154	31,378,731	41,838,307	52,297,884	62,757,461	73,217,038	83,676,615	94,136,192	104,595,769	

Notes:

[1] Total Class Vehicles Repaired See Schedule 7

[2] Labor Rate Paid to Dealers for the Free One-Time Inspection of [REDACTED] obtained from December 27, 2022 Letter from Michael C. Minahan to Rachel E. Fitzpatrick

As the inspection is only related to labor, we have assumed that this is the average total price paid to dealers to perform the Free One-Time Inspection. See Exhibit D

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Case No. 8:20-cv-01584-SB-JDE  
Value of Free One-Time Inspection - Kia Class Vehicles

					Estimated Response Rate:									
		(a)	(b)	(c) = (a) x (b)	(d) = (c) x 5%	(e) = (c) x 10%	(f) = (c) x 15%	(g) = (c) x 20%	(h) = (c) x 25%	(i) = (c) x 30%	(j) = (c) x 35%	(k) = (c) x 40%	(l) = (c) x 45%	(m) = (c) x 50%
Make/Model	Model Year	Class Vehicles Repaired <sup>[1]</sup>	Labor Rate for Free Inspection <sup>[2]</sup>	Value of Free Inspection 100%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%
Kia Sportage	2008 - 2009	40,764	\$	\$ 5,501,509	\$ 275,075	\$ 550,151	\$ 825,226	\$ 1,100,302	\$ 1,375,377	\$ 1,650,453	\$ 1,925,528	\$ 2,200,604	\$ 2,475,679	\$ 2,750,755
Kia Sportage	2014 - 2016	36,323	\$	\$ 4,902,152	\$ 245,108	\$ 490,215	\$ 735,323	\$ 980,430	\$ 1,225,538	\$ 1,470,646	\$ 1,715,753	\$ 1,960,861	\$ 2,205,968	\$ 2,451,076
Kia Sportage	2017 - 2021	281,669	\$	\$ 38,014,048	\$ 1,900,702	\$ 3,801,405	\$ 5,702,107	\$ 7,602,810	\$ 9,503,512	\$ 11,404,214	\$ 13,304,917	\$ 15,205,619	\$ 17,106,322	\$ 19,007,024
Kia Sedona	2006 - 2010	32,050	\$	\$ 4,325,468	\$ 216,273	\$ 432,547	\$ 648,820	\$ 865,094	\$ 1,081,367	\$ 1,297,640	\$ 1,513,914	\$ 1,730,187	\$ 1,946,461	\$ 2,162,734
Kia Sorento	2007 - 2009	26,158	\$	\$ 3,530,284	\$ 176,514	\$ 353,028	\$ 529,543	\$ 706,057	\$ 882,571	\$ 1,059,085	\$ 1,235,599	\$ 1,412,113	\$ 1,588,628	\$ 1,765,142
Kia Sorento	2014 - 2015	151,694	\$	\$ 20,472,622	\$ 1,023,631	\$ 2,047,262	\$ 3,070,893	\$ 4,094,524	\$ 5,118,156	\$ 6,141,787	\$ 7,165,418	\$ 8,189,049	\$ 9,212,680	\$ 10,236,311
Kia Stinger	2018 - 2021	22,964	\$	\$ 3,099,221	\$ 154,961	\$ 309,922	\$ 464,883	\$ 619,844	\$ 774,805	\$ 929,766	\$ 1,084,728	\$ 1,239,689	\$ 1,394,650	\$ 1,549,611
Kia Cadenza	2017 - 2019	5,480	\$	\$ 739,581	\$ 36,979	\$ 73,958	\$ 110,937	\$ 147,916	\$ 184,895	\$ 221,874	\$ 258,853	\$ 295,832	\$ 332,811	\$ 369,790
Kia Optima	2013 - 2015	239,760	\$	\$ 32,358,010	\$ 1,617,900	\$ 3,235,801	\$ 4,853,701	\$ 6,471,602	\$ 8,089,502	\$ 9,707,403	\$ 11,325,303	\$ 12,943,204	\$ 14,561,104	\$ 16,179,005
Kia K900	2016 - 2017	257	\$	\$ 34,685	\$ 1,734	\$ 3,468	\$ 5,203	\$ 6,937	\$ 8,671	\$ 10,405	\$ 12,140	\$ 13,874	\$ 15,608	\$ 17,342
		<b>837,119</b>		<b>\$ 112,977,580</b>	<b>\$ 5,648,879</b>	<b>\$ 11,297,758</b>	<b>\$ 16,946,637</b>	<b>\$ 22,595,516</b>	<b>\$ 28,244,395</b>	<b>\$ 33,893,274</b>	<b>\$ 39,542,153</b>	<b>\$ 45,191,032</b>	<b>\$ 50,839,911</b>	<b>\$ 56,488,790</b>

Notes:

[1] Total Class Vehicles Repaired See Schedule 8

[2] Labor Rate Paid to Dealers for the Free One-Time Inspection of [REDACTED], obtained from December 27, 2022 Letter from Michael C. Minahan to Rachel E. Fitzpatrick See Exhibit D

As the inspection is only related to labor, we have assumed that this is the average total price paid to dealers to perform the Free One-Time Inspection

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Value of Repair Reimbursements - Hyundai Class Vehicles

Estimated Response Rate:					
		[a]	[b]	[c]	[d] = [c] x 5%
					[e] = [c] x 1%
					[f] = [c] x 2%
					[g] = [c] x 3%
					[h] = [c] x 4%
					[i] = [c] x 5%
Make/Model	Model Year	Total Number of Class Vehicles <sup>[1]</sup>	Average Cost of Repair <sup>[2]</sup>	100%	0.50%
Hyundai Azera	2006-2011	47,252	\$	\$ 92,360,626	\$ 461,803
Hyundai Sonata	2006	98,637	\$	\$ 192,797,407	\$ 963,987
Hyundai Elantra	2007-2010	274,417	\$	\$ 536,380,225	\$ 2,681,901
Hyundai Elantra Touring	2009-2011	122,946	\$	\$ 240,313,000	\$ 1,201,565
Hyundai Entourage	2007-2008	16,905	\$	\$ 33,043,505	\$ 165,218
Hyundai Santa Fe	2007, 2013-2019	604,404	\$	\$ 1,181,380,414	\$ 5,906,902
Hyundai Tucson	2014-2021	573,713	\$	\$ 1,121,391,462	\$ 5,606,957
Hyundai Genesis	2015-2016	36,023	\$	\$ 70,412,002	\$ 352,060
Hyundai Genesis G80	2017-2020	22,149	\$	\$ 43,292,472	\$ 216,462
Hyundai Genesis G70	2019-2021	19,622	\$	\$ 38,353,677	\$ 191,768
		<b>1,816,069</b>		<b>\$ 3,549,724,789</b>	<b>17,748,624</b>
					<b>35,497,248</b>
					<b>70,994,496</b>
					<b>106,491,744</b>
					<b>141,988,992</b>
					<b>177,486,239</b>

**Notes:**

[1] Total Class Vehicles. See Schedule 7.

[2] Estimated Average Cost of Repair of \$ [REDACTED] (\$ [REDACTED] for Labor and \$ [REDACTED] for Parts) obtained from Exhibit B to the March 15, 2023 Letter from Michael C. Minahan to Rachel E. Fitzpatrick. See Exhibit H.

**Zakikhani, et al. v Hyundai Motor Company, et al.**  
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**Value of Repair Reimbursements - Kia Class Vehicles**

Estimated Response Rate:					
		[a]	[b]	[c]	[d] = [c] x 5%
					[e] = [c] x 1%
					[f] = [c] x 2%
					[g] = [c] x 3%
					[h] = [c] x 4%
					[i] = [c] x 5%
Make/Model	Model Year	Total Number of Class Vehicles <sup>[1]</sup>	Average Cost of Repair <sup>[2]</sup>	100%	0.50%
					1%
					2%
					3%
					4%
					5%
Kia Sportage	2008 - 2009	71,481	\$	\$ 55,387,768	\$ 276,939
Kia Sportage	2014 - 2016	122,627	\$	\$ 8,025,937	\$ 40,130
Kia Sportage	2017 - 2021	371,501	\$	\$ 21,417,033	\$ 107,085
Kia Sedona	2006 - 2010	139,399	\$	\$ 11,896,311	\$ 59,482
Kia Sorento	2007 - 2009	88,240	\$	\$ 8,279,559	\$ 41,398
Kia Sorento	2014 - 2015	155,371	\$	\$ 274,446,299	\$ 1,372,231
Kia Stinger	2018 - 2021	28,195	\$	\$ 2,916,773	\$ 14,584
Kia Cadenza	2017 - 2019	7,639	\$	\$ 461,854	\$ 2,309
Kia Optima	2013 - 2015	283,334	\$	\$ 470,895,441	\$ 2,354,477
Kia K900	2016 - 2017	470	\$	\$ 19,811	\$ 99
		<b>1,268,257</b>		<b>\$ 853,746,784</b>	<b>\$ 4,268,734</b>
					<b>\$ 8,537,468</b>
					<b>\$ 17,074,936</b>
					<b>\$ 25,612,404</b>
					<b>\$ 34,149,871</b>
					<b>\$ 42,687,339</b>

**Notes:**

[1] Total Class Vehicles. See Schedule 8.

[2] Estimated Cost of Repair. See Schedule 6.1.

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**Average Repair Costs - Kia Class Vehicles**

Make/Model	Model Years	Repair Description	Average Cost <sup>[1]</sup>	Make/Model Average
Kia Sportage	2008 - 2009	HECU Assembly and Connector Cover Replacement	\$ [REDACTED]	
Kia Sportage	2008 - 2009	HECU Connector Inspection & Cover Replacement	\$ [REDACTED]	\$ [REDACTED]
Kia Sportage	2014 - 2016	HECU Multi-Fuse and Junction Box Cover	\$ [REDACTED]	\$ [REDACTED]
Kia Sportage	2017 - 2021	ABS1/ABS2 30A Fuse Replacement (No EPB)	\$ [REDACTED]	
Kia Sportage	2017 - 2021	ABS1/ABS2 25A Fuse Replacement & ESC S/W Update (w/EPB)	\$ [REDACTED]	\$ [REDACTED]
Kia Sedona	2006 - 2010	ABS Relay Block Installation	\$ [REDACTED]	\$ [REDACTED]
Kia Sorento	2007 - 2009	ABS Relay Block Installation	\$ [REDACTED]	\$ [REDACTED]
Kia Sorento	2014 - 2015	HECU Current (OK) + Connector Inspection + Service Kit Installation	\$ [REDACTED]	
Kia Sorento	2014 - 2015	HECU Current (NG) + Connector (OK) + HECU Replacement + Service Kit Installation	\$ [REDACTED]	
Kia Sorento	2014 - 2015	HECU Current (NG) + Connector (NG) + HECU + Wire Harness Replacement + Service Kit Installation	\$ [REDACTED]	\$ [REDACTED]
Kia Stinger	2018 - 2021	Multi-Fuse & Junction Box Cover Installation	\$ [REDACTED]	
Kia Stinger	2018 - 2021	Junction Box HECU Re-Wire	\$ [REDACTED]	\$ [REDACTED]
Kia Cadenza	2017 - 2019	Multi Fuse and Junction Box Cover Replacement	\$ [REDACTED]	\$ [REDACTED]
Kia Optima	2013 - 2015	HECU Current (OK) + Connector Inspection + Service Kit Installation	\$ [REDACTED]	
Kia Optima	2013 - 2015	HECU Current (NG) + Connector (OK) + HECU Replacement + Service Kit Installation	\$ [REDACTED]	
Kia Optima	2013 - 2015	HECU Current (NG) + Connector (NG) + HECU + Wire Harness Replacement + Service Kit Installation	\$ [REDACTED]	\$ [REDACTED]
Kia K900	2016 - 2017	HECU Fuse and Label Kit Installation	\$ [REDACTED]	\$ [REDACTED]

**Notes:**

[1] Average Repair Costs for Kia Class Vehicles obtained from February 7, 2023 Letter from Michael C. Minahan to Rachel E. Fitzpatrick. See Exhibit E.



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Hyundai Class Vehicles

		(a)	(a)	
Make/Model	Model Year	1,816,069 Class Vehicles <sup>[1]</sup>	1,470,067 Class Vehicles <sup>[2]</sup>	1,044,391 Class Vehicles Repaired <sup>[3]</sup>
Hyundai Azera	2006	17,702	12,770	8,001
Hyundai Azera	2007	14,480	10,446	6,545
Hyundai Azera	2008	9,540	6,882	4,312
Hyundai Azera	2009	2,512	1,812	1,136
Hyundai Azera	2010	2,013	1,452	910
Hyundai Azera	2011	1,005	725	454
<b>Subtotal</b>		<b>47,252</b>	<b>34,088</b>	<b>21,358</b>
Hyundai Sonata	2006	98,637	71,156	44,584
<b>Subtotal</b>		<b>98,637</b>	<b>71,156</b>	<b>44,584</b>
Hyundai Elantra	2007	56,554	28,160	18,437
Hyundai Elantra	2008	62,489	31,115	20,371
Hyundai Elantra	2009	68,129	33,924	22,210
Hyundai Elantra	2010	87,245	43,443	28,442
<b>Subtotal</b>		<b>274,417</b>	<b>136,642</b>	<b>89,460</b>
Hyundai Elantra Touring	2009	-	-	-
Hyundai Elantra Touring	2010	-	-	-
Hyundai Elantra Touring	2011	122,946	61,219	40,080
<b>Subtotal</b>		<b>122,946</b>	<b>61,219</b>	<b>40,080</b>
Hyundai Entourage	2007	11,318	5,635	3,690
Hyundai Entourage	2008	5,588	2,782	1,822
<b>Subtotal</b>		<b>16,905</b>	<b>8,418</b>	<b>5,511</b>
Hyundai Santa Fe	2007	60,972	30,360	19,877
Hyundai Santa Fe	2013	58,612	54,039	39,563
Hyundai Santa Fe	2014	71,188	65,633	48,052
Hyundai Santa Fe	2015	77,935	71,854	52,606
Hyundai Santa Fe	2016	86,598	82,759	42,693
Hyundai Santa Fe	2017	87,856	83,961	43,313
Hyundai Santa Fe	2018	77,212	73,789	38,066
Hyundai Santa Fe	2019	84,031	80,305	41,427
<b>Subtotal [3]</b>		<b>604,404</b>	<b>542,700</b>	<b>325,597</b>
Hyundai Tucson	2014	31,209	29,825	15,386
Hyundai Tucson	2015	41,952	40,092	20,682
Hyundai Tucson	2016	59,185	56,330	49,893
Hyundai Tucson	2017	75,693	72,041	63,809
Hyundai Tucson	2018	93,878	89,348	79,139
Hyundai Tucson	2019	90,633	86,260	76,404
Hyundai Tucson	2020	81,579	77,643	68,771
Hyundai Tucson	2021	99,584	94,780	83,949
<b>Subtotal</b>		<b>573,713</b>	<b>546,321</b>	<b>458,034</b>
Hyundai Genesis	2015	20,698	17,758	16,931
Hyundai Genesis	2016	15,325	13,148	12,536
<b>Subtotal</b>		<b>36,023</b>	<b>30,906</b>	<b>29,467</b>
Hyundai Genesis G80	2017	10,697	9,177	7,242
Hyundai Genesis G80	2018	5,055	4,337	3,423
Hyundai Genesis G80	2019	4,680	4,015	3,168
Hyundai Genesis G80	2020	1,717	1,473	1,162
<b>Subtotal</b>		<b>22,149</b>	<b>19,002</b>	<b>14,995</b>
Hyundai Genesis G70	2019	7,851	7,849	6,124
Hyundai Genesis G70	2020	4,700	4,698	3,666
Hyundai Genesis G70	2021	7,071	7,068	5,515
<b>Subtotal</b>		<b>19,622</b>	<b>19,615</b>	<b>15,305</b>
<b>Total</b>		<b>1,816,069</b>	<b>1,470,067</b>	<b>1,044,391</b>

Notes:

[1] Class Vehicles obtained from December 27, 2022 Letter from Michael C Minahan to Rachel E Fitzpatrick See Exhibit D

[2] Class Vehicles of 1,816,069 less Unregistered and Branded Title of 346,002 See Schedule 7 1

[3] Class Vehicles repaired based on NHTSA Recall Completion Rates provided by HMA at Exhibit I See Schedule 7 1



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Hyundai Class Vehicles Allocated Less Branded and Unregistered Title

			(a)	(b)	(c) = (b) x 1,816,069	(d)	(e)	(f) = (d) x (c)	(g) = (c)-(f)	(h)	(i) = (g) x (h)
Make/Model	NHTSA Recall	Model Year	Sum of US Vehicles Sold <sup>[1]</sup>	% of US Vehicles Sold	% of US Sold X 1,816,069 Class Vehicles <sup>[2]</sup>	% of Recall	Branded Vehicles Per NHTSA <sup>[3]</sup>	Branded Vehicles Allocated by % of Recall	Class Vehicles Less Unregistered and Branded Title	Recall % Complete <sup>[4]</sup>	Class Vehicles Repaired
Hyundai Azera	18V-026	2006	26,833	0 97%	17,702	12 13%		4,932	12,770	45 2%	8,001
Hyundai Azera	18V-026	2007	21,948	0 80%	14,480	9 93%		4,034	10,446	45 2%	6,545
Hyundai Azera	18V-026	2008	14,461	0 53%	9,540	6 54%		2,658	6,882	45 2%	4,312
Hyundai Azera	18V-026	2009	3,808	0 14%	2,512	1 72%		700	1,812	45 2%	1,136
Hyundai Azera	18V-026	2010	3,051	0 11%	2,013	1 38%		561	1,452	45 2%	910
Hyundai Azera	18V-026	2011	1,524	0 06%	1,005	0 69%		280	725	45 2%	454
Hyundai Sonata	18V-026	2006	149,513	5 43%	98,637	67 61%		27,480	71,156	45 2%	44,584
<b>Subtotal</b>			<b>221,138</b>		<b>145,889</b>	<b>100%</b>	<b>40,645</b>	<b>40,645</b>	<b>105,244</b>		<b>65,942</b>
Hyundai Elantra	20V-061	2007	85,724	3 11%	56,554	11 90%		28,394	28,160	32 6%	18,437
Hyundai Elantra	20V-061	2008	94,720	3 44%	62,489	13 15%		31,373	31,115	32 6%	20,371
Hyundai Elantra	20V-061	2009	103,269	3 75%	68,129	14 34%		34,205	33,924	32 6%	22,210
Hyundai Elantra	20V-061	2010	132,246	4 80%	87,245	18 36%		43,803	43,443	32 6%	28,442
Hyundai Elantra Touring	20V-061	2009	-	0 00%	-	0 00%		-	-	32 6%	-
Hyundai Elantra Touring	20V-061	2010	-	0 00%	-	0 00%		-	-	32 6%	-
Hyundai Elantra Touring	20V-061	2011	186,361	6 77%	122,946	25 87%		61,727	61,219	32 6%	40,080
Hyundai Entourage	20V-061	2007	17,155	0 62%	11,318	2 38%		5,682	5,635	32 6%	3,690
Hyundai Entourage	20V-061	2008	8,470	0 31%	5,588	1 18%		2,805	2,782	32 6%	1,822
Hyundai Santa Fe	20V-061	2007	92,421	3 36%	60,972	12 83%		30,612	30,360	32 6%	19,877
<b>Subtotal</b>			<b>720,366</b>		<b>475,240</b>	<b>100%</b>	<b>238,601</b>	<b>238,601</b>	<b>236,639</b>		<b>154,928</b>
Hyundai Santa Fe	21V-303	2013	88,844	3 23%	58,612	28 21%		4,574	54,039	67 5%	39,563
Hyundai Santa Fe	21V-303	2014	107,906	3 92%	71,188	34 27%		5,555	65,633	67 5%	48,052
Hyundai Santa Fe	21V-303	2015	118,134	4 29%	77,935	37 52%		6,081	71,854	67 5%	52,606
<b>Subtotal</b>			<b>314,884</b>		<b>207,735</b>	<b>100%</b>	<b>16,210</b>	<b>16,210</b>	<b>191,525</b>		<b>140,221</b>
Hyundai Santa Fe <sup>[4]</sup>	22V-056	2016	131,265	4 77%	86,598	21 18%		3,839	82,759	49 3%	42,693
Hyundai Santa Fe <sup>[4]</sup>	22V-056	2017	133,171	4 84%	87,856	21 49%		3,895	83,961	49 3%	43,313
Hyundai Santa Fe <sup>[4]</sup>	22V-056	2018	117,038	4 25%	77,212	18 88%		3,423	73,789	49 3%	38,066
Hyundai Santa Fe <sup>[4]</sup>	22V-056	2019	127,373	4 63%	84,031	20 55%		3,725	80,305	49 3%	41,427
Hyundai Tucson	22V-056	2014	47,306	1 72%	31,209	7 63%		1,384	29,825	49 3%	15,386
Hyundai Tucson	22V-056	2015	63,591	2 31%	41,952	10 26%		1,860	40,092	49 3%	20,682
<b>Subtotal</b>			<b>619,744</b>		<b>408,858</b>	<b>100%</b>	<b>18,126</b>	<b>18,126</b>	<b>390,732</b>		<b>201,567</b>
Hyundai Tucson	20V-543	2016	89,713	3 26%	59,185	11 82%		2,855	56,330	84 3%	49,893
Hyundai Tucson	20V-543	2017	114,735	4 17%	75,693	15 12%		3,652	72,041	84 3%	63,809
Hyundai Tucson	20V-543	2018	142,299	5 17%	93,878	18 75%		4,529	89,348	84 3%	79,139
Hyundai Tucson	20V-543	2019	137,381	4 99%	90,633	18 11%		4,373	86,260	84 3%	76,404
Hyundai Tucson	20V-543	2020	123,657	4 49%	81,579	16 30%		3,936	77,643	84 3%	68,771
Hyundai Tucson	20V-543	2021	150,949	5 48%	99,584	19 89%		4,804	94,780	84 3%	83,949
<b>Subtotal</b>			<b>758,734</b>		<b>500,552</b>	<b>100%</b>	<b>24,149</b>	<b>24,149</b>	<b>476,403</b>		<b>421,966</b>
Hyundai Genesis	21V-160	2015	31,374	1 14%	20,698	35 58%		2,940	17,758	81 8%	16,931
Hyundai Genesis	21V-160	2016	23,230	0 84%	15,325	26 34%		2,177	13,148	81 8%	12,536
Hyundai Genesis G80	21V-160	2017	16,214	0 59%	10,697	18 39%		1,520	9,177	67 7%	7,242
Hyundai Genesis G80	21V-160	2018	7,663	0 28%	5,055	8 69%		718	4,337	67 7%	3,423
Hyundai Genesis G80	21V-160	2019	7,094	0 26%	4,680	8 05%		665	4,015	67 7%	3,168
Hyundai Genesis G80	21V-160	2020	2,602	0 09%	1,717	2 95%		244	1,473	67 7%	1,162
<b>Subtotal</b>			<b>88,177</b>		<b>58,172</b>	<b>100%</b>	<b>8,264</b>	<b>8,264</b>	<b>49,908</b>		<b>44,462</b>
Hyundai Genesis G70	21V-161	2019	11,901	0 43%	7,851	40 01%		3	7,849	78 0%	6,124
Hyundai Genesis G70	21V-161	2020	7,124	0 26%	4,700	23 95%		2	4,698	78 0%	3,666
Hyundai Genesis G70	21V-161	2021	10,718	0 39%	7,071	36 04%		3	7,068	78 0%	5,515
<b>Subtotal</b>			<b>29,743</b>		<b>19,622</b>	<b>100%</b>	<b>7</b>	<b>7</b>	<b>19,615</b>		<b>15,305</b>
<b>Total</b>			<b>2,752,786</b>	100 00%	<b>1,816,069</b>		<b>346,002</b>	<b>346,002</b>	<b>1,470,067</b>		<b>1,044,391</b>

Hyundai Class Vehicles<sup>[2]</sup>

1,816,069

Notes:

[1] US Vehicles Sold obtained from carsalesbase com Accessed 3 1 2023:

<https://carsalesbase.com/car-sales-us-home-main/car-sales-by-brand-us/>

[2] Class Vehicles obtained from December 27, 2022 Letter from Michael C Minahan to Rachel E Fitzpatrick See Exhibit D

[3] The number of Hyundai Branded and Unregistered Titled Class Vehicles obtained from March 16, 2023 Letter from Michael C Minahan to Rachel E Fitzpatrick See Exhibit I

[4] Hyundai Santa Fe information from carsalesbase com was not segregated by Santa Fe, Santa Fe Sport or Santa Fe XL Therefore, the allocation to class vehicles related to Santa Fe models is based on total Santa Fe sales for all models obtained from carsalesbase com

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Kia Class Vehicles

		(a)	(b)	(b)
Make/Model	Model Year	1,268,257 Class Vehicles <sup>[1]</sup>	1,135,377 Class Vehicles <sup>[2]</sup>	837,119 Class Vehicles Repaired <sup>[3]</sup>
Kia Sportage	2008	35,543	32,767	18,935
Kia Sportage	2009	35,938	33,132	21,829
<b>Subtotal</b>		<b>71,481</b>	<b>65,899</b>	<b>40,764</b>
Kia Sportage	2014	33,303	30,808	9,220
Kia Sportage	2015	43,177	39,942	13,015
Kia Sportage	2016	46,147	42,690	14,088
<b>Subtotal</b>		<b>122,627</b>	<b>113,440</b>	<b>36,323</b>
Kia Sportage	2017	107,485	104,119	77,001
Kia Sportage	2018	72,783	70,504	51,180
Kia Sportage	2019	67,613	65,496	52,193
Kia Sportage	2020	96,854	93,821	78,037
Kia Sportage	2021	26,766	25,928	23,258
<b>Subtotal</b>		<b>371,501</b>	<b>359,868</b>	<b>281,669</b>
Kia Sedona	2006	52,241	45,137	9,365
Kia Sedona	2007	33,015	28,525	7,375
Kia Sedona	2008	34,158	29,513	9,067
Kia Sedona	2009	18,742	16,193	5,789
Kia Sedona	2010	1,243	1,074	454
<b>Subtotal</b>		<b>139,399</b>	<b>120,443</b>	<b>32,050</b>
Kia Sorento	2007	31,958	27,612	8,391
Kia Sorento	2008	43,826	37,866	13,587
Kia Sorento	2009	12,456	10,762	4,180
<b>Subtotal</b>		<b>88,240</b>	<b>76,240</b>	<b>26,158</b>
Kia Sorento	2014	59,216	49,082	57,266
Kia Sorento	2015	96,155	79,699	94,428
<b>Subtotal</b>		<b>155,371</b>	<b>128,781</b>	<b>151,694</b>
Kia Stinger	2018	7,273	7,230	5,525
Kia Stinger	2019	12,708	12,632	10,556
Kia Stinger	2020	5,467	5,434	4,525
Kia Stinger	2021	2,747	2,731	2,358
<b>Subtotal</b>		<b>28,195</b>	<b>28,027</b>	<b>22,964</b>
Kia Cadenza	2017	5,838	5,655	4,081
Kia Cadenza	2018	1,158	1,122	878
Kia Cadenza	2019	643	623	521
<b>Subtotal</b>		<b>7,639</b>	<b>7,400</b>	<b>5,480</b>
Kia Optima	2013	23,369	19,370	19,766
Kia Optima	2014	91,567	75,896	76,047
Kia Optima	2015	168,398	139,578	143,947
<b>Subtotal</b>		<b>283,334</b>	<b>234,844</b>	<b>239,760</b>
Kia K900	2016	241	223	116
Kia K900	2017	227	210	139
Kia K900	2018	2	2	2
<b>Subtotal</b>		<b>470</b>	<b>435</b>	<b>257</b>
<b>Total</b>		<b>1,268,257</b>	<b>1,135,377</b>	<b>837,119</b>

**Notes:**

[1] Class Vehicles obtained from Exhibit A of the March 15, 2023 letter from Michael C. Minahan to Rachel E. Fitzpatrick. See Exhibit H.

[2] Class Vehicles of 1,268,257 less Scrapped, Stolen, Exported, and Other of 132,880 allocated on Schedule 8.1.

[3] Class Vehicles repaired of 837,119 obtained from March 15, 2023 letter from Michael C. Minahan to Rachel E. Fitzpatrick. See Exhibit H.

Zakikhani, et al. v Hyundai Motor Company, et al.  
Case No. 8:20-cv-01584-SB-JDE  
Kia Class Vehicles Less Scrapped, Stolen and Exported

				[a]	[b]	[c]	[d] = [a]-[c]
Make/Model	Model Year	KUS Campaign #	NHTSA ID	1,268,257 Class Vehicles <sup>[1]</sup>	%	Less: Scrapped, Stolen, and Exported <sup>[1]</sup>	1,135,721 Class Vehicles
Kia Sportage	2008	SC138	16v815	35,543	50%	2,776	32,767
Kia Sportage	2009	SC138	16v815	35,938	50%	2,806	33,132
<b>Subtotal</b>				<b>71,481</b>	<b>100%</b>	<b>5,582</b>	<b>65,899</b>
Kia Sportage	2014	SC227	22v051	33,303	27.05%	2,495	30,808
Kia Sportage	2015	SC227	22v051	43,177	35.08%	3,235	39,942
Kia Sportage	2016	SC227	22v051	46,147	37.49%	3,457	42,690
Kia K900	2016	SC227	22v051	241	0.20%	18	223
Kia K900	2017	SC227	22v051	227	0.18%	17	210
Kia K900	2018	SC227	22v051	2	0.00%	0	2
<b>Subtotal</b>				<b>123,097</b>	<b>100%</b>	<b>9,222</b>	<b>113,875</b>
Kia Sportage	2017	SC206	21v137	107,485	28.35%	3,366	104,119
Kia Sportage	2018	SC206	21v137	72,783	19.20%	2,279	70,504
Kia Sportage	2019	SC206	21v137	67,613	17.83%	2,117	65,496
Kia Sportage	2020	SC206	21v137	96,854	25.55%	3,033	93,821
Kia Sportage	2021	SC206	21v137	26,766	7.06%	838	25,928
Kia Cadenza	2017	SC206	21v137	5,838	1.54%	183	5,655
Kia Cadenza	2018	SC206	21v137	1,158	0.31%	36	1,122
Kia Cadenza	2019	SC206	21v137	643	0.17%	20	623
<b>Subtotal</b>				<b>379,140</b>	<b>100%</b>	<b>11,872</b>	<b>367,268</b>
Kia Sedona	2006	SC186	20v088	52,241	22.95%	7,104	45,137
Kia Sedona	2007	SC186	20v088	33,015	14.50%	4,490	28,525
Kia Sedona	2008	SC186	20v088	34,158	15.01%	4,645	29,513
Kia Sedona	2009	SC186	20v088	18,742	8.23%	2,549	16,193
Kia Sedona	2010	SC186	20v088	1,243	0.55%	169	1,074
Kia Sorento	2007	SC186	20v088	31,958	14.04%	4,346	27,612
Kia Sorento	2008	SC186	20v088	43,826	19.25%	5,960	37,866
Kia Sorento	2009	SC186	20v088	12,456	5.47%	1,694	10,762
<b>Subtotal</b>				<b>227,639</b>	<b>100%</b>	<b>30,956</b>	<b>196,683</b>
Kia Sorento	2014	SC197	20v519				
		SC212	21v331	59,216	13.50%	10,134	49,082
		SC197	20v519				
Kia Sorento	2015	SC212	21v331	96,155	21.92%	16,456	79,699
		SC197	20v519				
Kia Optima	2013	SC212	21v331	23,369	5.33%	3,999	19,370
		SC197	20v519				
Kia Optima	2014	SC212	21v331	91,567	20.87%	15,671	75,896
		SC197	20v519				
Kia Optima	2015	SC212	21v331	168,398	38.39%	28,820	139,578
<b>Subtotal</b>				<b>438,705</b>	<b>100%</b>	<b>75,080</b>	<b>363,625</b>
Kia Stinger	2018	SC196	20v518	7,273	25.80%	43	7,230
Kia Stinger	2019	SC196	20v518	12,708	45.07%	76	12,632
Kia Stinger	2020	SC196	20v518	5,467	19.39%	33	5,434
Kia Stinger	2021	SC196	20v518	2,747	9.74%	16	2,731
<b>Subtotal</b>				<b>28,195</b>	<b>100%</b>	<b>168</b>	<b>28,027</b>
<b>Total</b>				<b>1,268,257</b>		<b>132,880</b>	<b>1,135,377</b>

Notes:  
[1] Class Vehicles of 1,268,257 less Scrapped, Stolen, Exported, and Other of 132,880 obtained from Exhibit A of the March 15, 2023 letter from Michael C. Minahan to Rachel E. Fitzpatrick. See Exhibit H.

# Exhibit A



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FORENSIC & FINANCIAL CONSULTANTS

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## SUSAN K. THOMPSON, CPA/CFF

### Employment & Education

2012 – Present	Hemming Morse, LLP Certified Public Accountants, Forensic and Financial Consultants Partner
2001 – 2011	Hemming Morse, Inc. Director, 2004-2011 Manager, 2001-2003
1987 – 2001	Silva Harden & Adolph, AC Fresno, CA
1985 – 1987	Price Waterhouse San Jose, California
1984 – 1985	Price Waterhouse Newport Beach/Riverside, California
1983	Loma Linda University, Loma Linda, California B.S. Accounting



## SUSAN K. THOMPSON, CPA/CFF

### Professional & Service Affiliations

- Certified Public Accountant, State of California
- Certified in Financial Forensics
- California Society of Certified Public Accountants
  - Member, Forensic Services Section for Economic Damages
  - Member, Forensic Services Section for Fraud
  - Member, Litigation Steering Committee, 1997-2001
  - Chair, Litigation Services Committee, Fresno Chapter, 1997-1999
- American Institute of Certified Public Accountants
  - Loma Linda University Alumni Association
  - Smile For A Lifetime, Fresno/Clovis Chapter
  - Board of Directors, 2011- 2019 Publications
- Co-editor of The Witness Chair, published quarterly by the Litigation Sections of the California Society of Certified Public Accountants, 1999-2002

### Seminar Instruction/Presentations

- Speaker, AICPA Forensics & Valuation Services Conference: When Good Food Goes Bad, 2015
- Speaker, California Society of CPAs Economic Damages Section Conference – Business Interruptions: When Good Food Goes Bad, 2015
- Speaker, State Association of County Auditors 103rd Conference – Developing Your Fraud Investigation Through Percipient and Subject Interviews, 2013
- Speaker, Fresno Chapter of the Institute of Management Accountants

### Testimony

#### Trial and Arbitration

- Pontus MAG Fairfield, LLC v. Barber Auto Mall Properties, LP, Barber Fairfield Management Company, LLC and Ronald L. Barber, et al. (2022), JAMS Arbitration Case No. 1130009285
- Christopher S. Vincent and Shelby G. Vincent v Joi K. Stephens, Trustee of the Trust A, A Division of the Stephens Family Trust U/D/T (2022), California Superior Court, County of Santa Barbara, Case No. 16CECG02450
- Sandra N. Eddleman and Madelyn Lue Eddleman on behalf of The Morro Bay Ranch L.P. v. Joann Roemer Jones, et al. (2020) California Superior Court, San Luis Obispo County, Case No. 1:14-cv-01889-DAD-JLT
- Mandeep Singh Samrai dba American Quality Logistics, et al. v. Harjit Singh Samrahi, et al. (2019) California Superior Court, Fresno County Case No. 16CECG02450





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CURRICULUM VITAE

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## SUSAN K. THOMPSON, CPA/CFF

### Testimony

#### Trial and Arbitration continued

- C & C Properties, et al. v. Shell Pipeline Company, et al. (2019) U.S. District Court Eastern District of California Case No. 1:14-cv-01889-DAD-JLT
- Cynthia Klein v. Kewel Munger, a.k.a. Kable Munger, et al. (2018) California Superior Court, Kern County Case No. S-1500-CV-276206 SPC
- Timothy Norman, Ph.D. v. Hanna Boys Center, Inc. (2018) California Superior Court, Sonoma County SCV-260065

### Testimony

#### Deposition

- Marina Pacific Hotel & Suites, LLC, et al. v. Fireman's Fund Insurance Company (2023), California Superior Court, Los Angeles County, Case No. 20SMCV00952
- Biodico Westside, LLC v. Red Rock Ranch, Inc. (2022) American Arbitration Association, Case No. 02-19-003-9789
- Dish Network L.L.C. v. Jadoo TV, Inc. (2023), U.S. District Court, Northern District of California San Francisco Division, Case No. 3:20-cv-01891-CRB (LB)
- Christopher S. Vincent and Shelby G. Vincent v. Joi K. Stephens, Trustee of the Trust A, A Division of the Stephens Family Trust U/D/T (2022) California Superior Court, County of Santa Barbara, ANACAPA Division, Case No. 19CV04223
- Herbert D. Dompe, et al. v. Stewart & Jasper Orchards, et al. (2023), California Superior Court, County of Stanislaus, Case No. CV-20-004626
- Ronald Garcia and Michiel Harrison v. Harley Davidson Motor Co. Group, LLC (2021) U.S. District Court Northern District of California, San Francisco Division Case No. 3:19-cv-02054 JCS
- PG&E v. Jeff Alexander (2022), California Superior Court, County of Kern, Case No. BCV-15-101623
- Michael Kant v. Bigge Crane and Rigging Co. (2021) California Superior Court, County of Alameda Case No. RG19047780
- Terry Sonneveldt, et al. v. Mazda Motor of America, Inc., et al. (2022), U.S. District Court, Central District of California, Case No. 8:19-cv-01298-JLS-KES





## SUSAN K. THOMPSON, CPA/CFF

### Testimony

#### Deposition continued

- Harlan v. Visalia Unified School District, et al. (2020)  
California Superior Court, Tulare County  
Case No. VCU271531
- San Carlos Irrigation and Drainage District v. The  
United States (2020), United States Court of Federal  
Claims, Case No. 18CECG02412
- Patrick Klinger, et al. v. Western Milling, LLC, et al.  
(2020) American Arbitration Association  
Case No. 34-2019-00251782
- Michael Jones v. Vinvision Trucking & Storage (2020)  
California Superior Court, Monterey County  
Case No. 19CV001091
- Robert P. Garver v. Principal Life Insurance Co., The  
Roth Companies, Inc., and Duane Roth (2020)  
U.S. District Court, District of Kansas  
Case No. 2:19-CV-02354
- Michelle Aivazian Sanders, et al. v. Deborah R.  
Aivazian, et al. (2019) California Superior Court, Fresno  
County, Case No. 18CECG02412
- Mandeep Singh Samrai dba American Quality  
Logistics, et al. v. Harjit Singh Samrahi, et al. (2019)  
California Superior Court, Fresno County  
Case No. 16CECG02450
- Shawn Alger v FCA US LLC (2019)  
U.S. District Court Eastern District of California  
Sacramento Division (2019) Case No. 2:18-cv-00360-  
MCE-EFB
- Armando J. Becerra, et al. v. General Motors LLC (2019)  
U.S. District Court Southern District of California  
Case No. 15CV2365-JAH-LL
- Dorothy Rodden Jackson v. Richard Calone, et al  
(2018) U.S. District Court Eastern District of California  
Case No. 2:16-cv-00891 TLN KJN
- Jack Sislian and Christine Sislian v. Charlie Sis- lian, et  
al. (2018) California Superior Court, Fresno County  
Case No. 17 CECG 03588
- Timothy Norman, Ph.D. v. Hanna Boys Center, Inc.  
(2018) California Superior Court, Sonoma County  
Case No. SCV-260065



## SUSAN K. THOMPSON, CPA/CFF

### Selected Experience

- Expert witness for plaintiffs' counsel in a wage and hour matter involving multiple employees spanning multiple years. The case involved unpaid overtime, meal and rest break violations, unpaid drive time to job sites, and off-the-clock time for traveling repairmen. Reviewed and analyzed employment history files, time and travel records, job site records, compensation data, and other documents to determine the proper employee compensation and to quantify damages.
- Expert witness for plaintiff in a loss of business income case. Determined the loss that resulted from the failure to plant corn ilage, based on the insurance agent's direction, on land that had previously flooded.
- Accounting consultant for the insured in a large business interruption case involving a nut processing plant. The case went to appraisal upon which each element of loss was unanimously decided in favor of client in excess of \$1 million dollars.
- Accounting consultant for an insurance company to investigate a theft at the insured's nut processing plant. Analysis included documenting the accounting and physical controls surrounding inventory.
- Accounting consultant for a large insurance company in a suspected fraudulent claim of a nut processing plant. Based upon analysis performed, including following transactions through the perpetual inventory system, the receiving and shipping processes, the claim was denied and further action was taken against the insured.
- Performs analysis of Trust Accountings in disputed matters. Has worked in matters where over 10 years of Trust Accounting had to be tested and analyzed for propriety, including analysis of related parties who had financial interactions with the Trust.
- Expert witness for the plaintiff, a nut processor. Calculated damages in a breach of contract dispute, ultimately determining the lost contribution margin due to the breach. Plaintiff was awarded damages according to testimony.
- Accounting consultant to the plaintiff, a nut grower, against their nut processor for suspected fraudulent accounting practices. Analysis included assessing reasonable processing costs, allocation of fixed and variable costs and analysis of third party transactions. The analysis lead to successful settlement in favor of the plaintiff before trial.
- Served as a neutral in an insurance appraisal hearing involving lost profits of a fast food restaurant.
- Performs internal control reviews for not for profit as well as for profit businesses.
- Accounting consultant on behalf of the insurance company to assist in quantifying the losses of their insured's due to Class 1 food recalls, both domestically and internationally. This included interacting with the insured's customers and following the recalled product through all processors up to the point it is sold to the end consumer. Losses included raw product, work in progress and finished goods. The results of the analysis were used by counsel and the insured to settle claims. Assistance was provided in the settlement process as well.





## SUSAN K. THOMPSON, CPA/CFF

### Selected Experience continued

- Accounting consultant to many of the larger property and casualty insurance companies in California in assessing claims for loss of earnings, loss of inventory stock and loss of other business assets in agricultural, retail, food services and construction.
- Accounting consultant in several insurance fraud cases on behalf of the insurance company and/or the legal counsel assisting the insurance company. Duties included tracing money in money laundering schemes, providing financial status information for businesses or individuals, determining probable asset/inventory on hand, analysis and interpretation of accounting records and internal control structures, as well as analyzing various financial transactions.
- Accounting consultant in a large insurance fraud case. Worked with investigators from the Federal Bureau of Investigation and the District Attorney of Fresno's office in tracing funds through several bank accounts of several businesses.
- Assisted attorneys in preparation for depositions, in various stages of litigation and in anticipation of litigation. Prepared exhibits and related write-up work for trial. Typical services included calculations of damages and loss of earnings, analysis and interpretation of accounting records, and analysis of internal controls in industries including agricultural, professional services, retail, food services, construction, automobile dealerships, governmental entities, and real estate development.
- Provided expert witness testimony in cases involving personal injury and wrongful termination and resulting in lost wages/damages.
- Accounting consultant in white-collar crimes including embezzlement and kiting schemes.
- Provided expert witness testimony in a criminal matter involving real estate fraud. Our involvement included tracing investor funds over several years through several bank accounts and various businesses.
- Assisted a general contractor and a California city in mediation proceedings by calculating damages and resulting lost profits to lessees which was relied upon by all parties involved.
- Provides damage calculations and expert testimony in class action lawsuits.

## Exhibit B

**Zakikhani, et al. v Hyundai Motor Company, et al**  
**Case No. 8:20-cv-01584**  
**Documents Received/Reviewed**

**File Name:**

10.17.2022 Fully Executed Amended Settlement Agreement with exhibits.pdf  
2022-10-21 [130] Order Granting Plaintiffs' Motion for Preliminary Approval of Settlement.pdf  
2022.5.12 Term Sheet Pls.docx  
Draft HECU settlement information for valuation experts.docx  
Hyundai HECU recalls.zip  
Kia HECU Recalls.zip  
Letter to Plaintiffs (12.27.22).pdf  
Letter to Plaintiffs (2.7.2023).pdf  
Letter to Plaintiffs (3.15.2023).pdf  
Letter to Plaintiffs (3.16.2023).pdf  
1-9-2018 18V-026 RCLRPT-18V026-8031.pdf  
12-30-2020 20V-543 RCLRPT-20V543-3047.pdf  
2-21-2020 20V-061 RCLRPT-20V061-1748.pdf  
3-10-2021 21V-160 RCLRPT-21V160-1906.pdf  
3-10-2021 21V-161 RCLRPT-21V161-4299.pdf  
4-1-2022 22V-056 RCLRPT-22V056-1184.pdf  
4-28-2021 21V-303 RCLRPT-21V303-5849.pdf  
8-27-2020 20V-520 RCLRPT-20V520-3551.pdf  
MY2013-2015 Santa Fe Sport Chronology RMISC-21V303-7845.pdf  
11-4-2016 16V-815 RCLRPT-16V815-4945.pdf  
2-2-22 22V-051 RCLRPT-22V051-7589.pdf  
3-22-2021 20V-518 RCLRPT-20V518-8110.pdf  
3-5-2021 21V-137 RCLRPT-21V137-3072.pdf  
5-10-2021 21V-331 RCLRPT-21V331-5686.pdf  
5-20-2020 20V-088 RCLRPT-20V088-7113.pdf  
8-27-2020 20V-519 RCLRPT-20V519-6446.pdf  
Kia Sorento and Optima Chronology RMISC-21V331-3916.pdf  
Accessed www:carsalesbase.com for Sales by year

# Exhibit C

**HYUNDAI AND KIA ABS MODULE LITIGATION**

**AMENDED SETTLEMENT AGREEMENT**

**DATED AS OF OCTOBER 17, 2022**



## **AMENDED SETTLEMENT AGREEMENT**

This Amended Settlement Agreement (“Settlement Agreement”) is made and entered into as of this 17th day of October, 2022, by and between Plaintiffs Kimberly Elzinga, Theodore Maddox, Jr., Jacqueline Washington, Patti Talley, Ana Olaciregui, Elaine Peacock, Melody Irish, Donna Tinsley, Ramtin Zakikhani, Brenda Evans, Anthony Vacchio, Minda Briaddy, Adam Pluskowski, Ricky Barber, Lucille Jacob, Carla Ward, Pepper Miller, and Cindy Brady (“Plaintiffs” or “Class Representatives”), individually and as representatives of the Class, and Defendants Hyundai Motor Company (“HMC”), Hyundai Motor America (“HMA”), Kia Corporation (“KC”), and Kia America, Inc. (“KA”) (collectively “Defendants”), providing for settlement pursuant to the terms and conditions set forth herein, subject to the approval of the Court.

### **RECITALS**

WHEREAS, the putative class action cases captioned *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.) (the “*Zakikhani* Action”), *Evans, et al. v. Hyundai Motor Company, et al.*, No. 8:22-cv-00300 (C.D. Cal.) (the “*Evans*” Action), and *Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.) (the “*Pluskowski* Action”) were filed on behalf of Plaintiffs and other consumers similarly situated seeking damages and other relief in connection with the purchase or lease of certain Hyundai and Kia vehicles, as well as other Related Actions as defined below (collectively the “Litigation”);

WHEREAS, Ramtin Zakikhani filed the *Zakikhani* Action on August 25, 2020, and on November 13, 2020, Plaintiffs filed their First Amended Class Action Complaint in the *Zakikhani* Action, which added additional Plaintiffs, including Kimberly Elzinga and Theodore Maddox, Jr., and included allegations regarding vehicle recalls announced subsequent to the filing of the *Zakikhani* Action;

WHEREAS, on January 11, 2021, Defendants moved to dismiss the First Amended Class Action Complaint in the *Zakikhani* Action, which the Court granted in part and denied in part on June 28, 2021;

WHEREAS, on July 16, 2021, Plaintiffs in the *Zakikhani* Action filed their Second Amended Class Action Complaint, which added Plaintiffs Jacqueline Washington, Patti Talley, Ana Olaciregui, Elaine Peacock, Melody Irish, and Donna Tinsley, and included allegations regarding vehicle recalls announced subsequent to the filing of the First Amended Class Action Complaint;

WHEREAS, on August 27, 2021, the parties in the *Zakikhani* Action attended an in-person scheduling conference, and thereafter the Court entered an order on August 30, 2021, allowing discovery to proceed in the *Zakikhani* Action;

WHEREAS, on September 14, 2021, Defendants moved to dismiss the Second Amended Complaint in the *Zakikhani* Action, which the Court granted in part and denied in part on January 25, 2022;

WHEREAS, on February 25, 2022, Plaintiffs Evans, Vacchio, and Briaddy, along with one other plaintiff not subject to this settlement, filed the *Evans* Action alleging claims and a proposed nationwide class substantially similar to those in the *Zakikhani* Action, and shortly after filing, counsel for the *Evans* Plaintiffs and the *Zakikhani* Plaintiffs agreed to work together to prosecute the resolution of the Litigation;

WHEREAS, on April 15, 2022, Plaintiffs Pluskowski, Barber, Jacob, Ward, Miller, and Brady filed the *Pluskowski* Action alleging claims and a proposed nationwide class substantially similar to those in the *Zakikhani* Action and the *Evans* Action;

WHEREAS, the Litigation arises from Plaintiffs' allegations that certain Kia and Hyundai vehicles were manufactured, marketed, sold, and leased with a defect in their Anti-Lock Brake System ("ABS") control module (also referred to as a Hydraulic Electronic Control Unit or "HECU")) that can result in an engine compartment fire and the loss of ABS functionality;

WHEREAS, Defendants have denied and continue to deny Plaintiffs' allegations, any wrongdoing, and any liability to Plaintiffs or other Class Members, and maintain that they have numerous meritorious defenses to Plaintiffs' claims;

WHEREAS, the Parties have engaged in discovery, have exchanged thousands of pages of documents, and Plaintiffs have taken depositions of Defendants;

WHEREAS, counsel for the Parties met and conferred multiple times regarding Plaintiffs' allegations, Defendants' defenses, and potential resolution of the Litigation;

WHEREAS, the Parties to the *Zakikhani* Action and the *Evans* Action, after engaging in mediation on April 25, 2022 and April 26, 2022 with the Honorable Edward Infante (Ret.) of JAMS, reached an agreement providing for a resolution of claims that have been or could have been brought in the Litigation against Defendants on behalf of the Class;

WHEREAS, following the two-day mediation with Judge Infante in April 2022, the Parties continued to negotiate the original Settlement Agreement;

WHEREAS, on August 10, 2022, the *Pluskowski* Plaintiffs agreed to join the original Settlement Agreement;

WHEREAS, on August 15, 2022, the *Zakikhani*, *Evans*, and *Pluskowski* Plaintiffs filed a Motion For Preliminary Approval of Class Action Settlement;

WHEREAS, the Court held a hearing on Plaintiffs' Motion For Preliminary Approval of Class Action Settlement on September 23, 2022;

WHEREAS, on October 3, 2022, the Court entered the Order re: Preliminary Settlement and directed the Parties to clarify or amend certain provisions of the original Settlement Agreement;

WHEREAS, after additional negotiations and in accordance with the Court's October 3, 2022, Order, the Parties have entered into this Amended Settlement Agreement;

WHEREAS, Plaintiffs and Class Counsel have conducted a thorough investigation of the law and facts relating to the matter set forth in the Litigation;

WHEREAS, Class Counsel, with the assistance of experts, and Defendants have engaged in extensive discussion of the issues presented in the Litigation and in arm's-length negotiations of the possible terms of settlement of Plaintiffs' claims;

WHEREAS, in addition to discovery during the course of the litigation, Plaintiffs have taken confirmatory discovery from Defendants, including depositions of corporate designees relating to the terms of this Settlement Agreement;

WHEREAS, after analyzing the relevant facts and applicable law, taking into account the burdens, risks, uncertainties, time, and expense of litigation, as well as the merits of the terms set forth herein, Plaintiffs and Class Counsel have concluded that the terms set forth in this Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Class;

WHEREAS, Defendants have concluded that resolving the claims settled under the terms of this Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple claims and multiple party litigation, and to resolve finally and completely the claims of Plaintiffs and Class Members without any admission of wrongdoing or liability;

NOW, THEREFORE, Plaintiffs, Class Counsel, and Defendants stipulate and agree to the terms and conditions set forth herein, which are subject to the Court's approval under Federal Rule of Civil Procedure 23(e).

## **1. DEFINITIONS**

As used in this Settlement Agreement, and in addition to the definitions set forth in the preamble and recitals above, capitalized terms shall have the following definitions and meanings or such definitions and meanings as are accorded to them elsewhere in this Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 "ABS Module" means the component, also referred to as a hydraulic electronic control unit or HECU, typically installed in a vehicle's engine compartment as part of its anti-lock brake system that is comprised of a hydraulic control unit and an electronic control unit.

1.2 "Business Day" means any day except any Saturday, any Sunday, or any day on which banking institutions are authorized or required by law or other governmental action to close.

1.3 A "Claim" is a request for reimbursement under Sections 2.4, 2.5, and 2.6 of this Settlement Agreement.

1.4 "Claim Form" refers to the form used to make a Claim under this Settlement, substantially in the form attached hereto as Exhibit A.

1.5 “Class” or “Settlement Class” refers to the Hyundai Class and the Kia Class.

1.6 “Class Member” or “Settlement Class Member” refers to Hyundai Class Members and Kia Class Members.

1.7 “Class Counsel” means Elizabeth Fegan of Fegan Scott LLC and Steve W. Berman of Hagens Berman Sobol Shapiro LLP, who, upon appointment by the Court, will be counsel for the Settlement Class.

1.8 “Class Vehicles” refers to the Hyundai Class Vehicles and the Kia Class Vehicles.

1.9 “Court” means the United States District Court for the Central District of California.

1.10 “Effective Date” means the business day after the Court’s entry of the Final Approval Order and Judgment, if no appeal is timely filed or if no motion to extend the time for filing an appeal has been filed. If an appeal is timely filed or if a motion to extend the time for filing an appeal is filed, “Effective Date” shall mean the first date on which all appellate review rights with respect to the Final Approval Order and Judgment have expired or have been exhausted such that no possibility of further appellate review exists with respect to the Final Approval Order and Judgment.

1.11 “*Evans* Plaintiffs” means Plaintiffs Brenda Evans, Anthony Vacchio, and Minda Briaddy.

1.12 “Exceptional Neglect” means (a) when the vehicle clearly evidences a lack of maintenance or care, such that the vehicle appears dilapidated, abandoned, and/or beyond repair as a result of gross failure to service and/or maintain the vehicle; (b) failure of a Settlement Class Member to present a Class Vehicle to an authorized Kia dealer (for Kia Class Vehicles) or an authorized Hyundai dealer (for Hyundai Class Vehicles) to have the ABS Module in their Class Vehicle inspected within ninety (90) days of the Class Vehicle’s ABS or ESC dashboard warning lights becoming illuminated; or (c) failure of a Settlement Class Member to present a Class Vehicle to an authorized Kia dealer (for Kia Class Vehicles) or an authorized Hyundai dealer (for Hyundai Class Vehicles) to have the ABS Module in their Class Vehicle inspected, repaired, and/or replaced pursuant to an applicable NHTSA Recall within ninety (90) days of: (i) the Notice Date, (ii) the mailing of the recall campaign notice, or (iii) the availability of the parts necessary to repair the Class Vehicle’s ABS Module pursuant to the recall at the nearest authorized Kia dealer (for Kia Class Vehicles) or authorized Hyundai dealer (for Hyundai Class Vehicles), whichever is later.

1.13 “Fairness Hearing” means the final hearing conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel’s application for a fee and expense award; (f) rule on Plaintiffs’

application for Class Representative service awards; and (g) consider whether to enter the Final Approval Order and Judgment.

1.14 “Final Approval Order and Judgment” means an order and judgment entered by the Court finally approving the Settlement set forth in this Settlement Agreement under Federal Rule of Civil Procedure 23(e), confirming certification of the Class, and making such other findings and determinations as the Court deems necessary and appropriate to approve the Settlement and terms of this Settlement Agreement and to dismiss with prejudice the Released Claims by any and all Class Members, including any Related Actions, against Defendants and all Released Persons.

1.15 “Hyundai Class” or “Hyundai Settlement Class” means the following class for purposes of settlement only subject to the Court’s approval, and the conditions of this Settlement Agreement, to which the undersigned agree and consent to certification pursuant to Federal Rule of Civil Procedure 23(b)(3):

All owners and lessees of a Hyundai Class Vehicle who purchased or leased the Hyundai Class Vehicle in the United States and including those purchased while the owner was abroad on active U.S. military duty.

Excluded from the Hyundai Class are (a) all claims for death, personal injury, damage to property other than to the Hyundai Class Vehicle itself, and subrogation; (b) HMA, HMC, and any affiliate, parent, or subsidiary of HMA or HMC; (c) any entity in which HMA or HMC has a controlling interest; (d) any officer, director, or employee of HMA or HMC; (e) any successor or assign of HMA or HMC; (f) any judge to whom the Litigation is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) consumers or businesses that have purchased Hyundai Class Vehicles that, prior to the time of purchase, were deemed a Total Loss (i.e., salvage title or junkyard vehicles) (subject to verification through Carfax or other means); (h) current or former owners of Hyundai Class Vehicles who, prior to the Notice Date, released their claims in an individual settlement with HMA or HMC; (i) owners who purchased the Class Vehicle with knowledge of existing damage to the ABS Module (damage that does not amount to a Total Loss; but rather, damage to the subject components); and (j) those persons who timely and validly exclude themselves from the Hyundai Class.

“Hyundai Class Member” or “Hyundai Settlement Class Member” means all Persons in the Hyundai Class who do not exclude themselves from the Hyundai Class in accordance with Federal Rule of Civil Procedure 23(c)(2) and the procedures set forth in the Long Form Notice.

1.16 “Hyundai Class Vehicles” refers to Hyundai Tucson vehicles (model years 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Hyundai Santa Fe vehicles (model years 2007, 2016, 2017, and 2018), Hyundai Santa Fe Sport vehicles (model years 2013, 2014, 2015, 2017, and 2018), Santa Fe XL vehicles (model year 2019), Hyundai Azera vehicles (model years 2006, 2007, 2008, 2009, 2010, and 2011), Genesis G80 vehicles (model years 2017, 2018, 2019, and 2020), Genesis G70 vehicles (model years 2019, 2020, and 2021), Hyundai Genesis vehicles

(model years 2015 and 2016), Hyundai Elantra vehicles (model years 2007, 2008, 2009, and 2010), Hyundai Elantra Touring vehicles (model years 2009, 2010, and 2011), Hyundai Sonata vehicles (model year 2006), and Hyundai Entourage vehicles (model years 2007 and 2008), which were the subject of NHTSA Recalls.

1.17 “Kia Class” or “Kia Class Members” refers means the following class for purposes of settlement only, subject to the Court’s approval, and the conditions of this Settlement Agreement, to which the undersigned agree and consent to certification pursuant to Federal Rule of Civil Procedure 23(b)(3):

All owners or lessees of a Kia Class Vehicle who purchased or leased the Kia Class Vehicle in the United States, including those purchased while the owner was abroad on active U.S. military duty.

Excluded from the Kia Settlement Class are (a) all claims for death, personal injury, damage to property other than to the Kia Class Vehicle itself, and subrogation; (b) KA, KC, and any affiliate, parent, or subsidiary of KA or KC; (c) any entity in which KA or KC has a controlling interest; (d) any officer, director, or employee of KA or KC; (e) any successor or assign of KA or KC; (f) any judge to whom the Litigation is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) consumers or businesses that have purchased Kia Class Vehicles that, prior to the time of purchase, were deemed a Total Loss (i.e., salvage title or junkyard vehicles) (subject to verification through Carfax or other means); (h) current or former owners of Kia Class Vehicles who, prior to the Notice Date, released their claims in an individual settlement with KA or KC; (i) owners who purchased the Class Vehicle with knowledge of existing damage to the ABS Module (damage that does not amount to a Total Loss; but rather, damage to the subject components); and (j) those persons who timely and validly exclude themselves from the Kia Class.

“Kia Class Member” or “Kia Settlement Class Member” means all Persons in the Kia Class who do not exclude themselves from the Kia Class in accordance with Federal Rule of Civil Procedure 23(c)(2) and the procedures set forth in the Long Form Notice.

1.18 “Kia Class Vehicles” refers to Kia Sportage vehicles (model years 2008, 2009, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Kia Sorento vehicles (model years 2007, 2008, 2009, 2014, and 2015), Kia Optima vehicles (model years 2013, 2014, and 2015), Kia Stinger vehicles (model years 2018, 2019, 2020, and 2021), Kia Sedona vehicles (model years 2006, 2007, 2008, 2009, and 2010), Kia Cadenza vehicles (model years 2017, 2018, and 2019), and Kia K900 vehicles (model years 2016, 2017, and 2018), which were the subject of NHTSA Recalls.

1.19 “Long Form Notice” refers to the notice made available to the Class on the Settlement website as detailed below, substantially in the same form as Exhibit C.

1.20 “NHTSA” means the National Highway Traffic Safety Administration.



1.21 “NHTSA Recalls” refer to NHTSA Recall Campaigns 16V815, 18V026, 20V061, 20V088, 20V518, 20V519, 20V520, 20V543, 21V160, 21V161, 21V303, 21V331, 21V137, 22V051, and 22V056. For the avoidance of doubt, any expansion of the above NHTSA Recall Campaigns issued after the Court’s entry of the Preliminary Approval and Class Certification Order shall not be included in this definition or otherwise provided for in this Settlement unless agreed to in writing by the Parties and approved by the Court.

1.22 “Notice Date” refers to the date one hundred and twenty (120) days after the Court enters the Preliminary Approval and Class Certification Order.

1.23 “Opt-Outs” shall mean those Persons included in the Class definition, but who have timely and properly exercised their right to exclude themselves from the Class, and therefore are no longer Class Members.

1.24 “Partial Loss” means any Class Vehicle incident that leads to a Qualifying Repair.

1.25 “Parties” (or “Party” individually) means Plaintiffs, Class Counsel, and Defendants.

1.26 “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.27 “Plaintiffs’ Counsel” (as distinct from “Class Counsel”) means Elizabeth A. Fegan, Jonathan D. Lindenfeld, Megan E. Shannon of Fegan Scott LLC; Steve W. Berman, Thomas E. Loeser, and Rachel E. Fitzpatrick of Hagens Berman Sobol Shapiro LLP; Jonathan M. Jagher and Brian M. Hogan of Freed Kanner London & Millen LLC; Katrina Carroll and Todd D. Carpenter of Lynch Carpenter LLP; Jennifer A. Lenze of Lenze Lawyers, PLC; J. Barton Goplerud and Brian O. Marty of Shindler, Anderson, Goplerud & Weese PC; and Rosemary M. Rivas, David Stein, and Rosanne L. Mah of Gibbs Law Group LLP.

1.28 “*Pluskowski* Plaintiffs” means Plaintiffs Adam Pluskowski, Ricky Barber, Lucille Jacob, Carla Ward, Pepper Miller, and Cindy Brady.

1.29 “Preliminary Approval and Class Certification Order” means an order entered by the Court, preliminarily approving this Settlement and certifying the Class for purposes of settlement only, substantially in the form of Exhibit D.

1.30 “Proof of Repair Expense” means the original or a copy of any document(s) generated at or around the time expense was incurred for a Qualifying Repair that identifies the Qualifying Repair’s nature, date performed, and expense incurred by the Class Member for the Qualifying Repair. “Proof of Repair Expense” may include, subject to the preceding sentence, but is not limited to any combination of final receipts, repair orders, invoices, credit card statements, insurance paperwork, and contemporaneous written communications between the Class Member and the Person performing the repair.



1.31 “Proof of Repair-Related Expense” means the original or a copy of any document(s) generated at or around the time that expense was incurred for a rental car, towing service, or other reasonable out-of-pocket expense in direct conjunction with obtaining a Qualifying Repair, and which identifies the nature of the expense, the date the expense was incurred, and the dollar amount. “Proof of Repair-Related Expense” may include, subject to the preceding sentence, but is not limited to any combination of final receipts, towing or rental car invoices, credit card statements, insurance paperwork, and contemporaneous written communications between the Class Member and the Person to whom the expense was paid.

1.32 “Qualifying Defect” means an electrical short circuit in the ABS Module and/or failure of the ABS Module that may result in an engine compartment fire.

1.33 “Qualifying Repair” refers to any type of repair, replacement, diagnosis, or inspection, including a repair pursuant to a NHTSA Recall, of a Class Vehicle arising from the Qualifying Defect, even if the repair or inspection was not known at the time to have arisen from the Qualifying Defect and even if the repair or replacement includes parts of the Class Vehicle outside of the ABS Module so long as the necessity of the repair or replacement arises from the Qualifying Defect, but excluding Exceptional Neglect. Diagnostic costs associated with establishing Exceptional Neglect will be borne by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles). Nothing in this definition shall require Defendants to provide repairs caused by a collision involving a Class Vehicle, unless such collision is directly caused by the Qualifying Defect.

1.34 “Related Action(s)” shall mean any and all state or federal court claims against any Released Persons for, arising out of, or relating to any Released Claims brought by or on behalf of any Class Members, including, but not limited to, the matters identified in Exhibit E. The term Related Actions does not apply to any claims for personal injury or wrongful death or claims derivative of such claims.

1.35 “Released Claims” means any and all known or unknown economic injury claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory or exemplary, liabilities of any nature or under any theory or statute whatsoever, including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Class Member who has not timely excluded themselves from the Class, whether or not they object to the Settlement, ever had or now has, directly, representatively, derivatively or in any capacity, arising out of the Qualifying Defect in a Class Vehicle including, but not limited to, (i) all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, cost-of-replacement, cost-of-maintenance, consequential damages, property damage to the Class Vehicle, or premium-price damages, arising out of the Class Member’s purchase or lease of a Class Vehicle, and (ii) the allegations in the Litigation. “Released Claims” does not include claims for damage to property other than to the Class Vehicle itself, subrogation, personal injury or wrongful death, or claims derivative of such claims, nor does this Settlement Agreement revive any such claims. “Released Claims” also does not include any claims that arise from any future NHTSA recall.

1.36 “Released Persons” means (a) each Defendant, (b) all distributors, suppliers, wholesalers, retailers, licensors or licensees, and/or any other Person who was in any way involved in or within the chain of distribution of Class Vehicles, including the chain of design, testing,

manufacture, assembly, distribution, marketing, sale, installation, or servicing of Class Vehicles, and (c) the respective past, present, and future parents, subsidiaries, affiliates, officers, directors, shareholders, agents, representatives, servants, employees, attorneys, predecessors and successors in interest, assigns, and insurers of the Persons described in the preceding clauses (a) and (b) above.

1.37 “Releasor(s)” shall refer jointly and severally, individually and collectively to Plaintiffs, Class Members, and their future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by or under common control with a Releasor.

1.38 “Settlement” means the settlement into which the Parties have entered to resolve the Litigation. The terms of the Settlement are set forth in this Settlement Agreement and attached exhibits.

1.39 “Settlement Administrator” means either (i) a third-party administrator selected by the Parties to administer the Settlement and approved by the Court; or (ii) if HMA and/or KA elect to self-administer the Settlement, HMA and/or KA. HMA’s and KA’s election either to retain a third-party administrator to administer the Settlement or to self-administer the Settlement shall be made and submitted to the Court at least three days before the hearing on Plaintiffs’ Motion for Preliminary Approval of the Settlement.

1.40 “Short Form Notice” refers to the notice to be sent to the Class as detailed below, substantially in the same form as Exhibit B.

1.41 “Total Loss” means any Class Vehicle incident that would have led to a Qualifying Repair, but either the cost of the repair was too great or other circumstances led the Class Member or owner to dispose of the Class Vehicle at a loss. This includes events in which there was insurance coverage, but where the Class Member was still not made whole by such insurance payments.

1.42 “United States” means the United States of America, including the fifty States of the United States of America, the District of Columbia, and the territories of the United States of America.

1.43 “*Zakikhani* Plaintiffs” means Plaintiffs Kimberly Elzinga, Theodore Maddox, Jr., Jacqueline Washington, Ramtin Zakikhani, Patti Talley, Ana Olaciregui, Elaine Peacock, Melody Irish, Donna Tinsley.

## **2. SETTLEMENT CONSIDERATION**

In consideration for the Settlement, entry of the Final Order and Judgment, and dismissal of the Litigation, and for the release provided herein, HMA and KA agree to provide the following consideration to the Class:

## 2.1 Warranty Extension

2.1.1 For Settlement Class Members whose Hyundai Class Vehicles have a New Vehicle Limited Warranty (5 years/60,000 miles) that remains in effect as of the date of the Preliminary Approval Order, HMA shall extend the warranty for Hyundai Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for twelve (12) years from the date of original retail delivery or date of first use, whichever is later.

2.1.2 For Settlement Class Members whose Kia Class Vehicles have a New Vehicle Limited Warranty (5 years/60,000 miles) that remains in effect as of the date of the Preliminary Approval Order, KA shall extend the warranty for Kia Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for twelve (12) years from the date of original retail delivery or date of first use, whichever is later.

2.1.3 For Settlement Class Members whose Hyundai Class Vehicles have an expired New Vehicle Limited Warranty as of the date of the Preliminary Approval Order, HMA will provide a warranty for Hyundai Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for five (5) years from the date of the Final Approval Order and Judgment. If HMA is unable to repair or replace a Settlement Class Member's Hyundai Class Vehicle's ABS Module pursuant to a NHTSA Recall due to the unavailability of necessary components, HMA will provide a warranty for the Settlement Class Member's Hyundai Class Vehicle's ABS Module to cover future Qualifying Repairs for five (5) years from the date the NHTSA Recall repair or replacement is complete; provided, however, that the Settlement Class Member must attest in writing that they attempted to make an appointment for the recall repair at an authorized Hyundai dealer but could not due to parts unavailability. HMA may independently verify that the Settlement Class Member attempted to make an appointment for the recall repair at an authorized Hyundai dealer but could not due to parts unavailability.

2.1.4 For Settlement Class Members whose Kia Class Vehicles have an expired New Vehicle Limited Warranty as of the date of the Preliminary Approval Order, KA will provide a warranty for Kia Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for five (5) years from the date of the Final Approval Order and Judgment. If KA is unable to repair or replace a Settlement Class Member's Kia Class Vehicle's ABS Module pursuant to a NHTSA Recall due to the unavailability of necessary components, KA will provide a warranty for the Settlement Class Member's Kia Class Vehicle's ABS Module to cover future Qualifying Repairs for five (5) years from the date the NHTSA Recall repair or replacement is complete; provided, however, that the Settlement Class Member must attest in writing that they attempted to get an appointment for the recall repair at an authorized Kia dealer but could not due to parts unavailability. KA may independently verify that the Settlement Class Member attempted to make an appointment for the recall repair at an authorized Kia dealer but could not due to parts unavailability.

## 2.2 Warranty Extension Benefits

2.2.1 The extended warranties described in Section 2.1 shall cover all costs associated with a Qualifying Repair.

2.2.2 As part of the consideration to the Class in exchange for the Settlement, HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) shall repair, at no cost whatsoever to Hyundai Class Members and Kia Class Members, the Class Vehicles' ABS modules as provided in any applicable NHTSA Recall.

2.2.3 Notwithstanding any provision(s) to the contrary in any express warranty provided by Defendants in conjunction with the sale or lease of Class Vehicles, the extended warranties described in Section 2.1 shall remain in effect when ownership or a lease of a Class Vehicle is transferred.

2.2.4 No inspections or repairs pursuant to the extended warranties described in Section 2.1 shall be denied for a Class Vehicle on the grounds that the Qualifying Repair was necessitated by the owner or lessee failing to properly service or maintain the vehicle, except in instances of Exceptional Neglect.

2.2.5 Settlement Class Members shall not be required to present the Long Form Notice, Claim Form, or any other Settlement-related document in order to receive extended warranty inspections or repairs at an authorized Hyundai dealership (for Hyundai Class Vehicles) or an authorized Kia dealership (for Kia Class Vehicles). When Exceptional Neglect is evident in a Hyundai Class Vehicle or Kia Class Vehicle, HMA and KA may request vehicle maintenance records as part of their inquiry relating to Exceptional Neglect of a Class Vehicle.

2.2.6 The terms of this Settlement Agreement shall not alter the rights otherwise available to Class Members under any warranty or future recall that is not directly addressed herein. Nothing in this Settlement will be construed as diminishing or otherwise affecting any express or implied warranty, duty, or contractual obligation of Defendants in connection with the Class Vehicles.

2.2.7 This Settlement shall not be construed as obligating Defendants or their authorized dealerships to repair ABS Modules or to provide new ABS Modules pursuant to the extended warranties herein, or to provide any other compensation or reimbursement, for otherwise inoperative vehicles (e.g., branded, salvage, or junkyard vehicles not otherwise roadworthy) unless such inoperability is solely subject and attributable to the need for an otherwise covered Qualifying Repair.

2.2.8 Defendants may implement or continue to implement any customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill consideration to individual Class Members on a case-by-case basis, in addition to their entitlement to relief under the Settlement. No such goodwill decision by Defendants, however, shall act to deprive a Class Member of the benefits available under the Settlement.

2.2.9 Any dispute concerning coverage under the extended warranties described herein shall be resolved through a Better Business Bureau ("BBB") administered alternative

dispute resolution process. The Class Member disputing coverage under the extended warranties may seek arbitration through a BBB administered alternative dispute resolution process by notifying HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) in writing within sixty (60) days of the warranty denial that the Class Member requests arbitration. After receipt of the Class Member's written notice, HMA or KA shall be permitted a 30-day good faith period in which HMA or KA can confer with the Class Member in an attempt to resolve the dispute. If the dispute cannot be resolved during this period, the Class Member shall initiate a BBB administered alternative dispute resolution process. The arbitration shall take place by written submission with a telephonic hearing to occur if the arbitrator determines it is needed. HMA and KA shall provide Class Counsel with copies of any communications concerning such arbitration review, and Class Counsel shall have the right to participate in any written submission or telephonic hearing at their discretion. Any decision by the BBB will be final and binding upon all parties. The expense for each such arbitration review shall be borne by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles), except for attorneys' fees for Class Counsel or other counsel selected by the Settlement Class Member (if any). HMA and KA shall request authorized dealers to include the following sentence in any notice of denial of coverage under the extended warranty provided herein: "You have the right to dispute this denial of warranty coverage. For more information, contact Hyundai at [telephone number] or Kia at [telephone number] or visit [website]."

## **2.3 Free One-Time Inspection**

2.3.1 If a Settlement Class Member brings their Class Vehicle into an authorized Hyundai dealership (for Hyundai Class Vehicles) or an authorized Kia Dealership (for Kia Class Vehicles) for another unrelated service, the Settlement Class Member may request a free, one-time inspection of the Class Vehicle's ABS Module, to the extent the Class Vehicle's ABS Module was previously repaired or replaced pursuant to a NHTSA Recall, to ensure the repaired or replaced ABS Module is not affected by the Qualifying Defect.

## **2.4 Total Loss of Vehicle Due to Fire**

2.4.1 *Total Loss of Owned Class Vehicle.* If, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member who owns the Class Vehicle suffers a Total Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to payment by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of the maximum Black Book value of the Class Vehicle at the time of loss, minus any proceeds or actual value received, subject to verification.

2.4.2 *Total Loss of Leased Class Vehicle.* If, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member who leased the Class Vehicle suffers a Total Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to payment by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) of whichever amount is greater: (i) the maximum Black Book value of the Class Vehicle at the time of loss, minus any proceeds or actual value received, subject to verification, or (ii) the outstanding lease



balance, if any, due to the lessor following the disposal of the Class Vehicle in accordance with the terms of the lease, minus any proceeds or actual value received and minus any amounts owed under the lease that are attributable to negative equity that was rolled into the lease from a prior vehicle purchase, subject to verification.

2.4.3 *Partial Loss of Class Vehicle.* For purposes of clarity, if, prior to ninety (90) days following the availability of a recall remedy for a Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of a Class Vehicle's ABS Module pursuant to a recall, a Class Member suffers a Partial Loss of the Class Vehicle due to a fire caused by the Qualifying Defect, the Class Member shall be entitled to a Qualifying Repair to the extent such Qualifying Repair is covered by the extended warranties provided in Section 2.1.

2.4.4 Class Members who previously received payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire shall not be entitled to a reimbursement for that portion of the loss for which they have already been reimbursed.

2.4.5 Any Class Member whose Class Vehicle experienced a non-collision fire caused by the Qualifying Defect that would have otherwise been addressed by a Qualifying Repair (with the fire having occurred prior to ninety (90) days following availability of the recall for the Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following repair or replacement of the ABS Module pursuant to a NHTSA Recall) will also receive a goodwill payment of \$140 from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles). This goodwill payment applies to only a Total Loss of a Class Vehicle.

2.4.6 Class Members who previously received a goodwill payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire of more than \$140 shall not be entitled to an additional goodwill payment under this Settlement. However, Class Members who previously received a goodwill payment from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) for the Total Loss of their Class Vehicle due to a fire of less than \$140 shall be entitled to an additional goodwill payment sufficient to bring the combined goodwill payment to \$140.

## **2.5 Repair Reimbursements**

2.5.1 Class Members may submit Claims for full reimbursement of any and all expenses incurred for a Qualifying Repair, up to sixty (60) days after the date of the Final Approval Order and Judgment, regardless of whether the Class Member was the original owner or lessee of the Class Vehicle, or a subsequent purchaser or lessee of the Class Vehicle, or whether the Qualifying Repair was completed before or after the Class Member received notification of any applicable NHTSA Recall unless the Class Member was previously reimbursed for any and all such expenses incurred, provided that: (i) a Claim is submitted no later than seventy (70) days after the date of the Final Approval Order and Judgment; (ii) the Claim includes a completed Claim Form; and (iii) the Claim includes Proof of Repair Expense.

2.5.2 Claims pursuant to Section 2.5.1 that relate to Hyundai Class Vehicles shall be submitted to HMA and Claims pursuant to Section 2.5.1 that relate to Kia Class Vehicles shall be submitted to KA.

2.5.3 For Claims submitted for reimbursement for Qualifying Repairs performed at authorized Hyundai or Kia dealerships, upon the Settlement Class Member's indication on their Claim Form that they cannot locate the documentation originally provided by the Hyundai or Kia dealership, HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall take all reasonably available steps to acquire from the dealership the information reasonably necessary to approve the Claim. In any instance in which HMA or KA is not able to obtain the information reasonably necessary to approve the Claim, the Settlement Administrator shall provide the Settlement Class Member the opportunity to cure the Claim as set forth in Section 3.3.3.

2.5.4 Consistent with the above provisions, repair reimbursements shall be provided irrespective of whether Qualifying Repairs were incurred at an authorized Hyundai dealership, an authorized Kia dealership, or elsewhere.

2.5.5 Repair reimbursements shall be provided to Settlement Class Members even if warranty coverage was initially denied for the Qualifying Repair on the grounds that it was necessitated by a failure to properly service or maintain the vehicle; provided, however, that the Qualifying Repair was not necessitated by Exceptional Neglect.

2.5.6 Settlement Class Members previously reimbursed in full or in part for the expense incurred in connection with a Qualifying Repair (e.g., through an HMA, KA, or dealership goodwill payment) shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

## **2.6 Other Repair-Related Reimbursements**

2.6.1 To the extent any Settlement Class Member has incurred, or incurs, an expense, such as for a rental car or towing service, or other out-of-pocket expense reasonably related to obtaining a Qualifying Repair for a Class Vehicle, the Settlement Class Member shall be entitled to full reimbursement of any such reasonable rental car and towing expenses, or other reasonable out-of-pocket expense, by HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles), provided that: (i) a Claim is submitted within sixty (60) days after the later of (a) the date of the Final Approval Order and Judgment, or (b) the date on which the expense is incurred; (ii) the Claim includes a completed Claim Form; and (iii) the Claim includes Proof of Repair-Related Expense.

2.6.2 With respect to the reimbursements available pursuant to Section 2.6.1, Settlement Class Members shall not be entitled to receive compensation apart from their out-of-pocket costs incurred. For example, Section 2.6.1 shall not entitle Settlement Class Members to lost wages allegedly incurred due to an inability to get to or from a place of employment or to recover other forms of consequential damages.

2.6.3 Settlement Class Members previously reimbursed for the expenses covered by this Section 2.6 shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.



## **2.7 Recall and Product Improvements**

2.7.1 Defendants acknowledge that the remedies provided pursuant to the NHTSA Recalls are part of the consideration to the Class under the Settlement.

## **2.8 Costs of Settlement Administration and Notice**

2.8.1 HMA and KA shall be responsible for all costs of Class notice and settlement administration provided or undertaken in accordance with Sections 3, 5, 6, and 7. In no event shall Plaintiffs, the Class, or Class Counsel be responsible for any costs associated with Class notice or settlement administration. Class Counsel retains the right to audit and review the administration of Claims.

## **3. CLAIMS ADMINISTRATION AND LIMITATIONS**

3.1 HMA and KA have the option of either self-administering the Settlement or electing a third-party administrator to administer the Settlement. This election shall be made and submitted to the Court at least three days before the hearing on Plaintiffs' Motion for Preliminary Approval of the Settlement.

### **3.2 Claims Submission**

3.2.1 Claims submitted pursuant to this Settlement may be submitted, at the election of the Settlement Class Member, by U.S. mail, email, or through the dedicated Settlement websites discussed below. The mailing address and email address to which Settlement Class Members may submit Claims, as well as Settlement Class Members' right to submit their Claims through the Settlement websites, shall be posted prominently in each of the following locations: the Short Form Notice, Long Form Notice, Claim Form, and dedicated Settlement websites. The [www.hyundaiusa.com/myhyundai](http://www.hyundaiusa.com/myhyundai) website shall provide a link to the dedicated Settlement website for Hyundai Class Vehicles accessible from its homepage. The [www.owners.kia.com](http://www.owners.kia.com) website shall provide a link to the dedicated Settlement website for Kia Class Vehicles accessible from its homepage.

3.2.2 The Claim Form shall provide an option for Settlement Class Members to indicate a preference for communication via regular U.S. mail. If HMA or KA has an email address for a Class Member and the Class Member did not indicate on the Claim Form that they prefer to communicate via regular U.S. mail, HMA and KA may respond by email. In instances in which U.S. mail is used, HMA and KA shall respond using the address provided on the corresponding Claim Form.

3.2.3 Claims may only be submitted by the individual Settlement Class Member and not by third parties, except a family member or legal guardian of the Settlement Class Member. A Claim will be deemed submitted on the date of postmark, hand delivery, or electronic submission to HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles).

3.2.4 Illegible documents or illegible copies of documents are not valid and do not constitute adequate documentary proof. Settlement Class Members shall be given the opportunity to cure any illegible documents or copies prior to denial of any Claim.

3.2.5 To the extent a Claim is submitted that is fraudulent or which contains materially false information or false supporting documentation as determined by the Settlement Administrator, the Claim will be denied in its entirety as invalid and the Settlement Class Member shall be disqualified from making any further Claim. Further, the Settlement Administrator shall report to the Court, the Parties, and the appropriate law enforcement authorities, any evidence of Claims that are fraudulent or which include materially false information or false supporting documentation.

### **3.3 Reimbursement Determination**

3.3.1 Upon receipt of a Claim, the Settlement Administrator shall review the Claim to determine whether the Claim meets all qualifications for payment set forth in this Settlement Agreement and, if so, the amount of the reimbursement owed.

3.3.2 Within ninety (90) days of receiving a Claim, the Settlement Administrator shall provide written notice to the Settlement Class Member who submitted the Claim, notifying the Settlement Class Member of: (a) the amount, if any, that HMA or KA proposes to reimburse the Settlement Class Member; (b) the basis for HMA's or KA's decision to pay less than a full reimbursement (if applicable); and (c) the Settlement Class Member's right to attempt to cure any deficiency that led to HMA's or KA's proposal to award less than full reimbursement.

3.3.3 In response to receiving the written notice under Section 3.3.2, Settlement Class Members may: (a) attempt to cure the deficiency stated as justification for not awarding a full reimbursement by submitting information and/or documentation that addresses the deficiencies identified by HMA or KA in the Claim within thirty (30) days of receipt of the written notice, or (b) accept the partial reimbursement offered by HMA or KA, which acceptance will be presumed if no notice of the Class Member's intention to cure is received by HMA or KA within forty-five (45) days of receipt of the written notice. If a Settlement Class Member attempts to cure in accordance with subpart (a) above, within forty-five (45) days of the Settlement Administrators receiving such a cure attempt, HMA or KA will provide written notice to the Settlement Class Member stating its final determination as to the total reimbursement to be paid to the Settlement Class Member and the reasons for the reimbursement amount if less than requested.

3.3.4 Within sixty (60) days of receipt of HMA's or KA's final determination of a Claim, any Settlement Class Member dissatisfied with the determination may seek arbitration through a BBB administered alternative dispute resolution process by notifying HMA or KA (as the case may be) in writing that the Settlement Class Member requests arbitration. HMA or KA shall promptly provide copies of all such requests to Class Counsel. After receipt of the Settlement Class Member's written notice, HMA and KA shall be permitted a 30-day good faith period in which to confer with the Settlement Class Member in an attempt to resolve the claim. If the claim cannot be resolved during this period, HMA or KA shall initiate arbitration proceedings through a BBB administered alternative dispute resolution process. The arbitration shall take place by written submission with a telephonic hearing to occur if the arbitrator determines it is needed. HMA and KA shall provide Class Counsel with copies of any communications concerning such arbitration review, and Class Counsel shall have the right to participate in any written submission or telephonic hearing at their discretion. Any decision by the BBB will be final and binding upon all parties. The expense for each such arbitration review shall be borne by HMA (for Hyundai Class

Vehicles) or KA (for Kia Class Vehicles), except for attorneys' fees for Class Counsel or other counsel selected by the Settlement Class Member (if any). Notice describing this provision shall be provided with any final determination of a Claim.

3.3.5 On a monthly basis beginning thirty (30) days after the Notice Date, the Settlement Administrator shall provide Class Counsel with a report regarding final determinations made pursuant to Section 3.3.3. On reasonable request, the Settlement Administrator shall provide Class Counsel with a copy of any final determination notice sent to Class Members, along with all documentation associated with the Claim. The Settlement Administrator will also furnish on reasonable request a list of all cases of Exceptional Neglect, if any, to Class Counsel.

### **3.4 Form of Reimbursement**

3.4.1 For each Claim qualifying for a reimbursement payment under this Settlement Agreement, HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) shall mail to the Settlement Class Member, at the address on the Claim Form, no later than sixty (60) days after the Effective Date, a check or a reimbursement debit card as decided upon by the Settlement Class Member. Alternatively, HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles) may provide reimbursement payments to consenting Settlement Class Members via electronic payment.

3.4.2 The debit cards provided under this Settlement shall be redeemable for at least one (1) year, without any fees charged by HMA, KA, or the debit card issuer, at ATMs and merchants that accept Visa cards. The debit cards shall indicate their "use by" dates on their faces. On Class Member request, HMA or KA will reissue any unexpired, unused debit card.

3.4.3 The value of any debit card shall remain the property of HMA or KA (as the case may be) and shall be deemed located in the State of California unless and until it is expended by the Settlement Class Member. Upon final expiration of any debit card, any unexpended funds shall become the permanent property of HMA or KA located in the State of California. The intent of this Section 3.4.3 is for the funds to never become abandoned or subject to escheat. It is not the intent of this section to capture the Class Members' funds at expiration.

3.4.4 The Parties acknowledge and agree that any and all provisions, rights, or benefits conferred by any law of any state or territory of the United States, or any principle of common law, that provides for how residual amounts in a settlement fund should be distributed, including, but not limited to, California Code of Civil Procedure section 384(b), are not applicable to this Settlement Agreement. Although the Parties expressly agree that this Settlement is not governed by California Code of Civil Procedure section 384(b) or other similar laws and does not create a settlement fund nor any "unpaid residue," Plaintiffs on behalf of themselves and the Class nonetheless expressly acknowledge and agree that, to the extent permitted by law, they are waiving any protections of California Code of Civil Procedure section 384(b) and of any comparable statutory or common law provision of any other jurisdiction.

3.4.5 The Parties acknowledge and agree that the forms of compensation set forth in this Settlement Agreement do not constitute gift cards, gift certificates, or member rewards cards under any federal and/or state laws.

3.5 Nothing in this Settlement Agreement shall be read to prevent HMA or KA from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy program or procedure at its discretion, that provides consideration to Class Members over and above that required by this Settlement, without regard to the Class Members' entitlement to relief under the Settlement. No such election by HMA or KA, however, shall act to deprive a Class Member of the benefits available under the Settlement.

#### **4. PRELIMINARY APPROVAL BY THE COURT AND CLASS CERTIFICATION FOR PURPOSES OF SETTLEMENT**

4.1 The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement are essential. The Parties, through their designated counsel, shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Settlement Agreement and to implement the Settlement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Settlement Agreement, Plaintiffs shall prepare and submit a motion to the Court for the certification of a Class for purposes of settlement only and for preliminary approval of this Settlement Agreement and related matters by means of entry by the Court of a Preliminary Approval and Class Certification Order, substantially in the form attached hereto as Exhibit D. For purposes of settlement, Defendants will not oppose this motion.

4.3 Upon entry of a Preliminary Approval and Class Certification Order, the Parties shall proceed with further steps to implement the Settlement on the terms and conditions of this Settlement Agreement.

4.4 Certification of the Class in the Preliminary Approval and Class Certification Order shall be for settlement purposes only.

4.5 Immediately after the Court issues its Preliminary Approval and Class Certification Order for settlement purposes, the Parties shall submit to the Court, and any other appropriate courts, if necessary, joint motions to stay the Litigation, pursuant to which stay order(s) the Court shall enjoin and stay, during the pendency of the Settlement proceedings contemplated by this Settlement Agreement, the commencement and/or prosecution of any and all actions and proceedings (including discovery) for any Released Claims brought by Plaintiffs against any of the Released Entities, including any and all such Released Claims brought on behalf of or through any Class Members, such stay and injunction to remain effective during the pendency of such Settlement proceedings unless modified by further order of the Court. Any stay orders entered in accordance with this provision shall remain in effect until the Effective Date, unless otherwise ordered by the Court.

4.6 In the event the Court fails to enter the Preliminary Approval and Class Certification Order, in which event it will enter an order denying the Motion for Preliminary Approval and Class Certification Order, then the Settlement Agreement is terminated, there is no certification of a Class, and the status of the Litigation shall be as it was prior to the execution of the Settlement Agreement without prejudice to any of the positions of the Parties, including on the

issue of the appropriateness of class certification in this or other contexts. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

4.7 In the event the Court requires the Parties to make changes to the terms of this Settlement Agreement before the Court will enter the Preliminary Approval and Class Certification Order, the Parties, through their designated counsel, shall cooperate, assist, and undertake all reasonable actions to address the issues or concerns raised by the Court and to revise this Settlement Agreement to implement the Court's required changes. If the Parties are unable to agree to such changes to or revisions of this Settlement Agreement, then the Settlement Agreement is terminated, there is no certification of a Class, and the status of the Litigation shall be as it was prior to the execution of the Settlement Agreement without prejudice to any of the positions of the Parties, including on the issue of the appropriateness of class certification in this or other contexts. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this Litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

## **5. NOTICE TO THE CLASS**

### **5.1 CAFA Notice**

5.1.1 HMA and KA shall be responsible for providing the required notice to the appropriate Federal official and appropriate State officials within ten (10) days of the filing of this Settlement Agreement with the Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

### **5.2 Notice Deadline**

5.2.1 No later than the Notice Date, HMA and KA shall cause notice to the Class to be disseminated by U.S. mail, email, and the dedicated Settlement website (with a link to the dedicated Settlement website from [www.hyundaiusa.com/myhyundai](http://www.hyundaiusa.com/myhyundai) (for Hyundai Class Vehicles) or [www.owners.kia.com](http://www.owners.kia.com) (for Kia Class Vehicles)). The form and substance of all notices provided by HMA and KA to Class members shall be subject to prior input and approval from Class Counsel.

### **5.3 Individual Class Notice Methods**

5.3.1 Following the Court granting preliminary approval of this Settlement, the Settlement Administrator shall provide by direct U.S. mail, to all reasonably identifiable Class Members the Short Form Notice. For purposes of identifying the requisite names and addresses, Defendants agree to provide, to the extent they have not already done so, all names and addresses of Class Vehicle owners, along with Class Vehicle Identification Numbers ("VIN"), to IHS Markit, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies. Because some states require a prior court order before vehicle owner and lessee information can be released, such information may not be available until after the Preliminary Approval and Class Certification



Order is entered. Prior to mailing individual notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Vehicle owners. For each individual notice that is returned as undeliverable, the Settlement Administrator shall use its best efforts to conduct an advanced address search using HMA's and KA's customer database information regarding the Class Vehicle owner or lessee to obtain a deliverable address.

5.3.2 Additionally, the Settlement Administrator shall provide by email, to all Class Members for which HMA and KA maintain email addresses, a hyperlink to the dedicated Settlement website discussed below and electronic versions of the Long Form Notice and Claim Form following the Court granting preliminary approval of this Settlement.

5.3.3 The Settlement Administrator shall maintain dedicated Settlement websites (one for Hyundai Class Vehicles and another website for Kia Class Vehicles)—the content and domain name of such are subject to prior Class Counsel approval—which will contain: (i) instructions on how to obtain reimbursements; (ii) a mechanism by which Class Members can submit Claims electronically; (iii) instructions on how to contact the Settlement Administrator for assistance with their Claims; (iv) the Long Form Notice; (v) the Claim Form; (vi) this Settlement Agreement; (vii) any orders issued by the Court approving or disapproving of the proposed Settlement; and (viii) any other information the Parties determine is relevant to the Settlement. The Settlement Administrator shall make the same information available to Class Members through [www.hyundaiusa.com/myhyundai](http://www.hyundaiusa.com/myhyundai) and [www.owners.kia.com](http://www.owners.kia.com) via links to the dedicated Settlement websites (apart from the mechanism for submitting Claims). The dedicated settlement websites shall also offer the ability for visitors to enter their VINs without completing a Claim Form to determine if their vehicles are indeed Class Vehicles.

5.3.4 The Settlement Administrator shall be prepared, through HMA's and KA's customer service departments, to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement. The Settlement Administrator shall maintain a dedicated toll-free telephone number for Class Members to call. The telephone numbers shall be listed on the Long Form Notice, Claim Form, and the dedicated Settlement websites.

5.3.5 For a period ending ninety (90) days after the Notice Date, the Settlement Administrator shall provide Class Counsel and Defendants with bi-weekly reports of the total number of notices sent to Class Members by U.S. mail and email, along with the number of notices returned as undeliverable. The Settlement Administrator shall communicate with Class Counsel regarding delivery of notice and the number of Class members who have responded to the notice.

## **6. REQUESTS FOR EXCLUSION**

6.1 The provisions of this Section 6 shall apply to any request by a Class Member for exclusion from the Class.

6.2 Any Class Member may make a request for exclusion by submitting such request in writing (by U.S. mail or email) as set forth in the Long Form Notice.

6.3 Any request for exclusion must be submitted no later than the date specified in the Preliminary Approval and Class Certification Order.

6.4 Any request for exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of their Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state their desire to be excluded from the Settlement and from the Class.

6.5 All Class Members who do not timely exclude themselves from the Class shall in all respects be bound by all terms of this Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Released Claims as against Defendants and the Released Persons and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Released Claims against Defendants or against any Released Persons in any court of law or equity, arbitration, tribunal, or administrative or other forum.

6.6 Any Class Member who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

6.7 The Settlement Administrator shall report the number of Class Members who have submitted a request for exclusion to Class Counsel and Defendants on a bi-weekly basis, beginning ten (10) days after the Notice Date and ending thirty (30) days following the request for exclusion submission deadline specified in the Preliminary Approval and Class Certification Order.

6.8 Class Counsel represent and warrant that they have no other agreements with other counsel respecting Class Members, including any agreements with respect to referring, soliciting, or encouraging any Class Members to request to be excluded from this Settlement Agreement.

6.9 Upon certification of the Class in connection with the preliminary approval of this Settlement Agreement, Class Counsel agree to seek in the Preliminary Approval and Class Certification Order from the Court a provision encouraging all written communications made by attorneys other than Class Counsel to multiple Class Members with respect to this Settlement Agreement to be reviewed and approved by Class Counsel and the Court.

## **7. OBJECTIONS**

7.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing to file an objection in writing, stating the basis of the objection, and then deliver said objection to the Court. All objections must be filed with the Court and served on the Parties by no later than the deadline set in the Preliminary Approval and Class Certification Order.

7.2 To state a valid objection to the Settlement, an objecting Class Member must provide the following information in their written objection: (i) the case name and number, titled *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584-SB-JDE (C.D. Cal.); (ii) the Class Member's full name, current address, and current telephone number; (iii) the model year and VIN of the Class Member's Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the Class Member wishes to submit in support of the objection(s); (vi) the name and address of the lawyer(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class



Member or their counsel intends to appear at the Final Approval Hearing; and (viii) the signature of the objecting Class Member, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection, and date of the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the Class Member, or the Class Member's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years. If the Class Member or the Class Member's counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

7.3 Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include (i) a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Long Form Notice, (ii) the identity of all counsel (if any) who will appear on behalf of the Class Member at the Fairness Hearing, and (iii) the identity of all persons (if any) who will be called to testify in support of the objection. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.

7.4 The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for Defendants to notice such objecting Class Member for and to take their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objecting Class Member to make himself, herself, or itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objecting Class Member or the objecting Class Member's counsel should the Court determine that the objection is frivolous or made for improper purpose.

7.5 If an objection to the Settlement is raised, then overruled by the Court, and the objecting Class Member files a notice of appeal, Class Counsel and counsel for Defendants reserve the right to file a motion pursuant to Federal Rule of Appellate Procedure 7 to impose an appeal bond on the objecting Class Member.

7.6 These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

7.7 Any Class Member who does not so object by the timely delivery of an objection (pursuant to the procedures set forth in the Long Form Notice) to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

7.8 The Parties shall promptly inform the Court of any consideration sought by an objecting Class Member and the circumstances of such a request.

## **8. FINAL APPROVAL ORDER AND JUDGMENT; RELEASE**

8.1 Upon entry of the Final Approval Order and Judgment each Releasor irrevocably releases, waives, and forever discharges and holds harmless the Released Persons of and from any and all Released Claims which the Releasor has or may hereafter have. Each Releasor further covenants and agrees not to commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Persons based on the Released Claims.

8.2 In addition, each Class Member hereby expressly waives and releases, upon this Settlement Agreement becoming effective, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Released Claims provided pursuant to this Settlement Agreement without regard to the subsequent discovery or existence of any different or additional facts not known by a Class Member at the time of this Settlement. By way of example, upon the Effective Date, each Class Member shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law the provisions, rights and benefits of section 1542 of the California Civil Code, if any, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

8.3 Plaintiffs and the Settlement Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Releasors fully, finally, and forever settle and release any and Released Claims against Released Persons. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

8.4 By this Settlement Agreement, Defendants release Plaintiffs and Class Counsel from any and all claims or causes of action that were, or could have been, asserted by Defendants pertaining to the Litigation or Settlement. Defendants recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Defendants fully, finally, and forever settle and release any and all such claims. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

8.5 This Settlement and the release in this Section 8 do not affect the rights of Opt-Outs. The Parties do not intend this Settlement Agreement and release to affect any legal claims that arise out of a Class Member's purchase or use of any vehicle other than a Class Vehicle. The Settlement Agreement and release do not release claims for (i) death, (ii) personal injury, (iii) damage to tangible property other than a Class Vehicle, or (iv) subrogation.

8.6 The Parties agree that if, for any reason, the Settlement Agreement is not approved, or the Final Approval Order and Judgment is not upheld on appeal, (1) the Settlement Class shall be decertified, and the prior certification shall not be used by any person or court as a basis for certifying any class for litigation purposes, and (2) this Settlement Agreement shall be terminated, and the status of the Litigation and the Parties thereto shall be as it was prior to the execution of the Settlement Agreement.

## **9. DISMISSAL WITH PREJUDICE; EXCLUSIVE REMEDY**

9.1 Plaintiffs and Class Counsel agree to seek Court dismissal with prejudice of all Released Claims by Class Members against all Released Persons in the Litigation and any Related Actions when the Final Approval Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein.

9.2 This Settlement Agreement shall be the exclusive remedy for the Class with respect to Released Claims as against any and all Released Persons, and no Class Member shall recover, directly or indirectly, any sums from Defendants or the other Released Persons for Released Claims other than those sums, if any, received from the Settlement for the Released Claims under the terms of this Settlement Agreement.

9.3 The Parties agree that, upon the Effective Date, this Settlement Agreement will fully and completely settle the Released Claims as against the Released Persons by Class Members. The Parties agree that upon the Effective Date, the Released Persons will be finally released from any and all Released Claims by all Class Members. Further, the Parties agree that each and every Class Member, and all other Persons claiming by, through, or on behalf of, a Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Persons with respect to the Released Claims.

## **10. NO ADMISSION OF LIABILITY**

10.1 Neither this Settlement Agreement, whether approved or not approved, nor any exhibit hereto, or instrument delivered pursuant to this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Defendants or any Released Person of any liability or wrongdoing, or of the truth of any allegations in the Litigation, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Plaintiff of any lack of merit in the allegations made in the Litigation.

10.2 Pursuant to this Settlement Agreement, and pursuant to Federal Rule of Evidence 408 and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, or a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency,

regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 Class Counsel represent and warrant that they have authority to enter into this Settlement Agreement on behalf of Plaintiffs.

11.2 Defendants represent and warrant that they have all requisite corporate power and authority to execute, deliver, and perform this Settlement Agreement. The execution, delivery, and performance by Defendants of this Settlement Agreement has been duly authorized by all necessary corporate action. This Settlement Agreement has been duly and validly executed and delivered by Defendants, and constitutes its legal, valid, and binding obligation.

11.3 Class Counsel on behalf of the Class, and Defendants represent that they: (i) recommend this Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Settlement Agreement in the event it is approved by the Court.

11.4 Plaintiffs, Class Counsel, and Defendants represent and warrant that they shall comply with the terms of any protective orders entered in the Litigation regarding the disposition of litigation materials following the occurrence of the Effective Date.

## **12. INDEMNITY, LIENS, AND TAXES**

12.1 Defendants waive any right of subrogation or any other right belonging to Defendants to recover back any settlement amount paid or made available to any Settlement Class Member under this Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Settlement Agreement are free and clear of any encumbrances now held or later acquired by Defendants.

12.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless, and defend the Released Persons from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present, and future liens or claims asserting a right of subrogation, right of indemnity, right of reimbursement, or other such right for amounts paid or to be paid in consideration under this Settlement Agreement.

12.3 Each Plaintiff and each Settlement Class Member on their own behalf, further understand and agree that each Plaintiff and each Settlement Class Member is responsible for any tax consequences to each such Plaintiff and Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Plaintiff and Settlement Class Member under the Settlement.

### **13. CONTINUING JURISDICTION**

13.1 The Court shall retain jurisdiction over the Litigation, the Settlement Administrator, the Settlement Agreement, the Final Approval Order and Judgment, the Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Settlement Agreement and the Final Approval Order and Judgment.

### **14. ATTORNEYS' FEES AND SERVICE PAYMENTS**

14.1 Plaintiffs, through Class Counsel, may apply to the Court for an attorneys' fee award, cost award, and Class Representative service awards, each in an amount to be determined by the Court. Any such application by Plaintiffs, through Class Counsel, is inclusive of an attorneys' fee award and cost award sought on behalf of Plaintiffs' Counsel, including any attorneys currently or previously affiliated with those law firms.

14.2 The actual award of fees and litigation expenses to Plaintiffs' Counsel shall be made by the Court following an open and transparent process, including a hearing before the Court open to the public and all Class Members.

14.3 Defendants agree to pay the attorneys' fees, expenses, and Class Representative service awards as ordered by the Court separate and apart from, and in addition to, the relief provided to the Class. Any order or proceedings relating to Plaintiffs' application for an attorneys' fee award, cost award, or Class Representative service award, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or effect or delay the Effective Date of this Settlement Agreement as it relates to benefits conferred to Settlement Class Members, provided that the Settlement Agreement is otherwise in all respects final.

14.4 HMA and KA shall pay Plaintiffs and/or Plaintiffs' Counsel the fees, expenses, and Class Representative service payments awarded by the Court within the later of thirty (30) days following (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order. Within three (3) Business Days following (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Plaintiffs' Counsel shall provide HMA and KA, for each payee, a W-9 along with wire instructions on their firm letterhead for the payment to Plaintiffs' Counsel of fees, expenses, and service payments awarded by the Court.

14.5 Defendants are not responsible for any fees or expenses of any counsel other than Plaintiffs' Counsel retained by Settlement Class Members. Settlement Class Members are solely responsible for such fees and expenses.

14.6 Plaintiffs and Plaintiffs' Counsel agree that upon payment by Defendants of the fees, expenses, and service payments as specified by the Court, pursuant to wire transfer information provided by Plaintiffs' Counsel, Defendants' obligations to Plaintiffs and Plaintiffs' Counsel with respect to attorney's fees, expenses, and service payments made in connection with the Litigation shall be fully satisfied and discharged.

## **15. RIGHTS OF WITHDRAWAL**

15.1 If the number of Opt-Outs exceeds the number agreed to by the Parties and submitted to the Court under seal and any Defendant determines that the number of Opt-Outs is unsatisfactory, the Defendant, in its sole option, shall have the right to withdraw from the Settlement and terminate this Settlement Agreement in accordance with Section 15.2 below. In addition, if the Court does not approve the Settlement Agreement as submitted, it shall be terminated.

15.2 In the event that any Defendant wishes to exercise its right to terminate the Settlement Agreement under this Section 15 because the number of Opt-Outs exceeds the number agreed to by the Parties and submitted to the Court under seal and the Defendant determines that the number of Opt-Outs is unsatisfactory, the Defendant must notify the other Parties in writing, within seven (7) days after receipt of the Settlement Administrator's final report on the number and identity of those Class Members who excluded themselves from the Settlement Class, of the Defendant's intention to withdraw from the Settlement and terminate this Settlement Agreement.

15.3 In the event that this Settlement Agreement is not approved, as submitted, does not reach the Effective Date, or otherwise is terminated pursuant to the terms of this Settlement Agreement, the Parties will be restored to their respective positions in the Litigation as of the day preceding the date of this Settlement Agreement, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties (except as otherwise provided herein), the Settlement Agreement or any of its terms will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement, including any order to certify the Class, will be vacated, *nunc pro tunc*, and the status of the Litigation shall be as it was prior to the execution of the Settlement Agreement.

## **16. COMMUNICATIONS REGARDING SETTLEMENT**

16.1 Neither the Parties nor their counsel shall issue (or cause any other Person to issue) any press release, or make any other statements of any kind to the press or the public, concerning the existence or substance of this Settlement Agreement until the date on which the Settlement Agreement is filed with the Court.

16.2 The Parties and their counsel agree to keep the substance of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the Court, provided that this provision shall not prevent Defendants from disclosing such information, prior to the date on which the Settlement Agreement is filed, to government agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor shall it prevent the Parties and their counsel from disclosing such information to Persons (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.

16.3 Neither the Parties nor their counsel shall make (or cause any other Person to make) statements of any kind to the press or the public that include any information about either this Settlement Agreement or the terms set forth herein that has not been included in a document filed



with the Court. A Party or the Party's counsel may respond to an inquiry from a member of the press or public by (a) providing a copy of the documents filed with the Court, (b) directing the member of the press or public to the Court's docket or to a public resource to review or obtain a copy of this Settlement Agreement or the Long Form Notice, (c) supplying additional information to the member of the press or public that has been filed with the Court or is otherwise in the public domain, provided that the responding Party will provide such additional information to the other Parties as promptly as practicable, or (d) providing a supporting comment about the Settlement and its benefits to Class Members. This paragraph does not prevent Class Counsel from communicating with Class Members about the Settlement.

16.4 No Party, Class Counsel, or Defendants' counsel, or any Person acting on behalf of any of them, shall make any public statements relating to this Settlement that disparage any Party or their counsel, or this Settlement Agreement or any application for attorneys' fees and expenses complying with the terms of this Settlement Agreement. This provision is not intended to and does not restrict any Party or their counsel from exercising their rights under the Settlement Agreement or implementing orders.

## **17. OTHER OBLIGATIONS; MISCELLANEOUS**

17.1 Nothing in this Settlement Agreement is intended to preempt, conflict with, or otherwise supersede NHTSA's authority to regulate automotive safety. Should NHTSA require Defendants to take any action that conflicts with any of the terms in this Settlement Agreement, the obligations imposed by NHTSA are controlling.

17.2 The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement is essential. The Parties agree to cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, to promptly perform their respective obligations hereunder, and to attempt to resolve any dispute that may arise under this Settlement Agreement in a good faith and expeditious manner.

17.3 Neither this Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement, nor any negotiations leading to this Settlement Agreement or the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any fault, omission, wrongdoing, or liability of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Parties may file this Settlement Agreement and/or the Judgement in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. This provision shall survive the expiration or voiding of the Settlement Agreement.

17.4 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Settlement Agreement.

17.5 All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement



Agreement. All of the exhibits to this Settlement Agreement are fully incorporated herein by this reference.

17.6 This Settlement Agreement, including attached exhibits, constitutes the entire agreement by and among the Parties with regard to the subject matter of this Settlement Agreement, and shall supersede any previous agreements and understanding among the Parties with respect to the subject matter of this Settlement Agreement and the Settlement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

17.7 This Settlement Agreement may not be modified or amended except in writing signed by all Parties and approved by the Court.

17.8 Any notice, request, instruction, or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement, other than Class notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

**If to Plaintiffs and the Settlement Class:**

Elizabeth A. Fegan  
FEGAN SCOTT LLC  
150 S. Wacker Dr., 24th Floor  
Chicago, IL 60606  
Phone: 312.741.1019  
Fax: 312.264.0100  
beth@feganscott.com

Steve W. Berman  
Hagens Berman Sobol Shapiro LLP  
1301 2nd Avenue Suite 2000  
Seattle, WA 98101  
Phone: 206-623-7292  
Fax: 206-623-0594  
steve@hbsslaw.com

**If to Defendants:**

Lance A. Etcheverry  
Skadden, Arps, Slate, Meagher & Flom LLP  
525 University Avenue, Suite 1400  
Palo Alto, CA 94301  
Phone: 650.470.4500

Fax: 650.470.4570

Lance.Etcheverry@skadden.com

17.9 All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to all signatories of this Settlement Agreement.

17.10 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

17.11 The provisions of this Settlement Agreement are not severable.

17.12 All of the terms of this Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of California, except to the extent federal law applies.

17.13 All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the date of this Settlement Agreement, or termination or expiration of this Settlement Agreement.

17.14 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

17.15 The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

17.16 As used in this Settlement Agreement, the masculine, feminine, or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

17.17 Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

17.18 The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to court dates).

17.19 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Settlement Agreement, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

Hyundai & Kia ABS Module Litigation Settlement

17.20 This Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement and have caused this Settlement Agreement to be executed by Class Counsel.

Dated: October 17, 2022

By:



Elizabeth A. Fegan  
FEGAN SCOTT LLC  
150 S. Wacker Dr., 24th Floor  
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rachelf@hbsslaw.com

Jonathan M. Jagher

Hyundai & Kia ABS Module Litigation Settlement

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Hyundai & Kia ABS Module Litigation Settlement

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WEESE PC  
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[ds@classlawgroup.com](mailto:ds@classlawgroup.com)  
[rlm@classlawgroup.com](mailto:rlm@classlawgroup.com)

*Counsel for Plaintiffs and the Settlement Class*

Dated: October 17, 2022

By:

Lance A. Etcheverry

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Facsimile: (202) 393-5760

*Attorneys for Defendants*

Dated: October 17, 2022

By: \_\_\_\_\_



Hyundai & Kia ABS Module Litigation Settlement

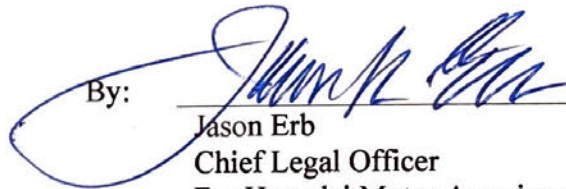
Caroline Van Ness  
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*Attorneys for Defendants*

Dated: October 17, 2022

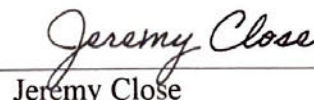
By:



Jason Erb  
Chief Legal Officer  
For Hyundai Motor America and Hyundai Motor  
Company

Dated: October 17, 2022

By:



Jeremy Close  
Cybersecurity & Privacy Attorney  
For Kia America, Inc. and Kia Corporation

**[Signatures Continue on Next Page]**

**Representative Plaintiff Signatures**

*Kim Elzinga*

Kimberly Elzinga

Dates: 10 / 18 / 2022

*Donna Tinsley*

Donna Tinsley

10 / 18 / 2022

Dates: \_\_\_\_\_

*Theodore H Maddox Jr.*

Theodore Maddox, Jr.

Dates: 10 / 19 / 2022

*Ramtin Zakikhani*

Ramtin Zakikhani

Dates: 10 / 19 / 2022

*Jacqueline Washington*

Jacqueline Washington

Dates: 10 / 18 / 2022

Brenda Evans

Dates: \_\_\_\_\_

*Patti L Talley*

Patti Talley

Dates: 10 / 18 / 2022

Anthony Vacchio

Dates: \_\_\_\_\_

*Ana Olaciregui*

Ana Olaciregui

Dates: 10 / 18 / 2022

Minda Briaddy

Dates: \_\_\_\_\_

*Elaine Peacock*

Elaine Peacock

Dates: 10 / 20 / 2022

Adam Pluskowski

Dates: \_\_\_\_\_

*Melody Irish*

Melody Irish

Dates: 10 / 18 / 2022

Ricky Barber

Dates: \_\_\_\_\_

**Representative Plaintiff Signatures**

\_\_\_\_\_  
Kimberly Elzinga

Dates: \_\_\_\_\_

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Donna Tinsley

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Theodore Maddox, Jr.

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Ramtin Zakikhani

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Ana Olaciregui

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Minda Briaddy

Dates: \_\_\_\_\_

*Adam Pluskowski*

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Elaine Peacock

Dates: \_\_\_\_\_

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Adam Pluskowski

Dates: 10 / 18 / 2022

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Melody Irish

Dates: \_\_\_\_\_

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Ricky Barber

Dates: \_\_\_\_\_

Hyundai & Kia ABS Module Litigation Settlement

**Representative Plaintiff Signatures**

\_\_\_\_\_  
Kimberly Elzinga

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Donna Tinsley

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Anthony Vacchio

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Ana Olaciregui

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*Minda Briaddy*  
Minda Briaddy

Dates: 10/21/22

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Elaine Peacock

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Adam Pluskowski

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Melody Irish

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Ricky Barber

Dates: \_\_\_\_\_

Hyundai & Kia ABS Module Litigation Settlement

Representative Plaintiff Signatures

\_\_\_\_\_  
Kimberly Elzinga

Dates: \_\_\_\_\_

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Donna Tinsley

Dates: \_\_\_\_\_

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Dates: \_\_\_\_\_

*Brenda Evans*

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Brenda Evans

Dates: 10/21/2022

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Ricky Barber

Dates: \_\_\_\_\_

Hyundai & Kia ABS Module Litigation Settlement

**Representative Plaintiff Signatures**

\_\_\_\_\_  
Kimberly Elzinga

Dates: \_\_\_\_\_

\_\_\_\_\_  
Donna Tinsley

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Melody Irish

Dates: \_\_\_\_\_

\_\_\_\_\_  
Ricky Barber

Dates: \_\_\_\_\_



**Representative Plaintiff Signatures**

\_\_\_\_\_  
Kimberly Elzinga

Dates: \_\_\_\_\_

\_\_\_\_\_  
Donna Tinsley

Dates: \_\_\_\_\_

\_\_\_\_\_  
Theodore Maddox, Jr.

Dates: \_\_\_\_\_

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Adam Pluskowski

Dates: \_\_\_\_\_

\_\_\_\_\_  
Melody Irish

Dates: \_\_\_\_\_

*Ricky Barber*

\_\_\_\_\_  
Ricky Barber

Dates: 10 / 19 / 2022

*Lucille Jacob*

\_\_\_\_\_  
Lucille Jacob

Dates: 10 / 20 / 2022  
\_\_\_\_\_

\_\_\_\_\_  
Carla Ward

Dates: \_\_\_\_\_

\_\_\_\_\_  
Pepper Miller

Dates: \_\_\_\_\_

\_\_\_\_\_  
Cindy Brady

Dates: \_\_\_\_\_

\_\_\_\_\_  
Lucille Jacob

Dates: \_\_\_\_\_

*Carla Ward*

\_\_\_\_\_  
Carla Ward

Dates: 10 / 18 / 2022  
\_\_\_\_\_

\_\_\_\_\_  
Pepper Miller

Dates: \_\_\_\_\_

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Dates: \_\_\_\_\_

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Dates: \_\_\_\_\_

*Pepper Miller*

\_\_\_\_\_  
Pepper Miller

Dates: 10 / 19 / 2022  
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Pepper Miller

Dates: \_\_\_\_\_

*Cindy Brady*

\_\_\_\_\_  
Cindy Brady

Dates: 10 / 19 / 2022  
\_\_\_\_\_

**LIST OF EXHIBITS**

Exhibit A	Template Claim Form
Exhibit B	Short Form Notices
	--Exhibit B(1) Hyundai Short Form Notice
	--Exhibit B(2) Kia Short Form Notice
Exhibit C	Long Form Notice
Exhibit D	Proposed Preliminary Approval and Class Certification Order
Exhibit E	List of Related Actions



# Exhibit A

## [HYUNDAI/KIA] CLAIM FORM

### Seven Steps to Make a Claim

*Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.)

Exhibit A – Template Claim Form

Claims can be submitted at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)

Please provide the total amount of the costs  
you incurred for the repair, replacement,  
diagnosis, or inspection:

\$ 

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**Documentation:** Enclose your receipt(s) or document(s) showing all of the below:

- The nature of the repair, replacement, diagnosis, or inspection
- Date of service and payment
- Amount paid

☐ **I AM REQUESTING REIMBURSEMENT FOR RENTAL CAR/TOWING/OTHER COSTS INCURRED RELATING TO A NHTSA RECALL OR OTHERWISE ARISING FROM AN ELECTRICAL SHORT CIRCUIT IN THE ABS MODULE AND/OR FAILURE OF THE ABS MODULE.**

Please provide the total amount of the costs  
you incurred for rental car, towing, and/or  
other costs for which you are requesting  
reimbursement:

\$ 

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**Documentation:** Enclose your receipt(s) or document(s) showing all of the below:

- What was purchased (e.g., a rental car or towing service)
- Date of purchase
- Amount paid
- The date and nature of the corresponding repair

☐ **I AM REQUESTING REIMBURSEMENT FOR A CLASS VEHICLE THAT WAS A TOTAL LOSS AS A RESULT OF AN ENGINE COMPARTMENT FIRE ARISING FROM AN ELECTRICAL SHORT CIRCUIT IN THE ABS MODULE AND/OR FAILURE OF THE ABS MODULE.<sup>1</sup>**

Date of the fire:

		/			/				
--	--	---	--	--	---	--	--	--	--

If you received any compensation for your  
vehicle from [Hyundai/ Kia] after the engine  
compartment fire, please provide the total  
amount you received:

\$ 

--	--	--	--	--	--	--	--

- If you check this box, [Hyundai/Kia] will contact you about your request for compensation.

<sup>1</sup> "Total Loss" means any Class Vehicle incident that would have led to a Qualifying Repair, but either the cost of the repair was too great or other circumstances led the Class Member or owner to dispose of the Class Vehicle at a loss. This includes events in which there was insurance coverage, but where the Class Member was still not made whole by such insurance payments.

Exhibit A – Template Claim Form

Claims can be submitted at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)

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- If you qualify and you own your vehicle, you are eligible for payment by [Hyundai/Kia] of the maximum Black Book<sup>2</sup> value of your vehicle at the time of loss, minus any proceeds or actual value received, subject to verification.
- If you qualify and you lease your vehicle, you are eligible for payment by [Hyundai/Kia] of the maximum Black Book value of your vehicle at the time of loss, minus any proceeds or actual value received, subject to verification.
- In addition to reimbursement for a Total Loss of the vehicle, you are eligible to receive an additional \$140 goodwill payment.
- If you lease your vehicle, please include a copy of your lease agreement with this claim form, as well as a statement from your lessor indicating the amount required to payoff your lease.
- If you have documents that you believe support your request for compensation, such as the repair facility diagnosis and paperwork showing what you received for your vehicle (if anything), providing those documents with this claim form may assist in the processing of your claim.

**[5] Please indicate your preferred form of reimbursement payment:**

- ☐ I request payment by check.
- ☐ I request payment by debit card.
- ☐ [If available, I request an electronic payment.]

**[6] Sign and Date:** The information on this form is true and correct to the best of my knowledge. I agree to participate in the settlement. I authorize any dealership that serviced my vehicle to release records to [Hyundai/Kia] to help pay my claim. To the extent I am seeking a reimbursement for which I do not have a receipt or other documentation for the corresponding expense, I attest under penalty of perjury that I paid for the repair in cash and I do not have a receipt or documentation for the payment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**[7] Submit:** Email the completed form and the documentation to [email address] or mail it to [mailing address].

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<sup>2</sup> The Black Book is an appraisal guide typically used by dealerships for pricing information on new and used vehicles.

## Exhibit B

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A Class Action Settlement has been proposed in a case alleging that certain Hyundai vehicles were sold and leased with a defect in their Anti-Lock Brake System (“ABS”) control modules that can result in engine compartment fires and the loss of ABS functionality. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Hyundai’s records indicate you may be a Class Member.** You are a Settlement Class member if you owned or leased one of the vehicle models listed below in the United States, including those purchased while you were abroad on active U.S. military duty: **2014-2021 Hyundai Tucson, 2007, 2016-2018 Hyundai Santa Fe, 2013-2015, 2017-2018 Hyundai Santa Fe Sport, 2019 Hyundai Santa Fe XL, 2006-2011 Hyundai Azera, 2017-2020 Genesis G80, 2019-2021 Genesis G70, 2015-2016 Hyundai Genesis, 2007-2010 Hyundai Elantra, 2009-2011 Hyundai Elantra Touring, 2006 Sonata, or 2007-2008 Hyundai Entourage.**

**What are the Settlement Terms:** The Settlement, if approved, would extend the New Vehicle Limited Warranty as to ABS modules that have been repaired/replaced pursuant to an applicable NHTSA recall for a period of five (5) to seven (7) years, depending on whether the current warranty is expired, and provide a one-time ABS module inspection (subject to certain conditions). The Settlement, upon filing a valid Claim Form, also provides cash reimbursements for qualifying past out-of-pocket repair costs and repair-related expenses, such as rental cars and towing, and compensation for vehicles lost due to certain engine compartment fires caused by the ABS module defect. For further details about the Settlement, including relief, eligibility, and release of claims, you can review the Settlement Agreement at the website [website] or call [1-XXX-XXX-XXXX].

**How Can I Get Payment?** You must file a Claim Form. You can download a Claim Form at the Settlement Website, [website], or you can request a Claim Form by calling the Settlement Administrator at [1-XXX-XXX-XXXX]. You may submit a Claim Form by U.S. mail, email, or online via the Settlement Website. If you submit a Claim Form by U.S. mail, it must be postmarked by [date]. If you submit a Claim Form by email or online, then you must do so by 11:59 p.m. EST on [date].

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by [date]. If you do not exclude yourself, you will release any claims you may have against Hyundai and the Released parties and be eligible to receive certain settlement benefits, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by [date]. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a hearing on [date] to consider whether to finally approve the Settlement and a request for attorneys’ fees and costs of up to \$12 million. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, call [1-XXX-XXX-XXXX] or visit [website].

THIS NOTICE IS ONLY A SUMMARY. THE FULL NOTICE, CLAIM FORM, AND SETTLEMENT AGREEMENT ARE AVAILABLE AT [WEBSITE]

Exhibit B(2) – Kia Short Form Notice

Case Name  
Settlement Administrator  
P.O. Box XXXX  
Portland, OR 97208-XXXX

**Current and former  
owners and lessees  
of certain 2006-2021  
model year Kia vehicles  
may be entitled to a  
payment from a class  
action settlement.**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



Exhibit B(2) – Kia Short Form Notice

A Class Action Settlement has been proposed in a case alleging that certain Kia vehicles were sold and leased with a defect in their Anti-Lock Brake System ("ABS") control modules that can result in engine compartment fires and the loss of ABS functionality. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who's Included?** Kia's records indicate you may be a Class Member. You are a Settlement Class member if you owned or leased one of the vehicle models listed below in the United States, including those purchased while you were abroad on active U.S. military duty: 2008-2009 and 2014-2021 Kia Sportage; 2007-2009 and 2014-2015 Kia Sorento; 2013-2015 Kia Optima; 2018-2021 Kia Stinger; 2006-2010 Kia Sedona; 2017-2019 Kia Cadenza; and 2016-2018 Kia K900.

**What are the Settlement Terms?** The Settlement, if approved, would extend the New Vehicle Limited Warranty as to ABS modules that have been repaired/replaced pursuant to an applicable NHTSA recall for a period of five (5) to seven (7) years, depending on whether the current warranty is expired, and provide a one-time ABS module inspection (subject to certain conditions). The Settlement, upon filing a valid Claim Form, also provides cash reimbursements for qualifying past out-of-pocket repair costs and repair-related expenses, such as rental cars and towing, and compensation for vehicles lost due to certain engine compartment fires caused by the ABS module defect. For further details about the Settlement, including relief, eligibility, and release of claims, you can review the Settlement Agreement at the website [www.1-XXX-XXX-XXXX.com](http://www.1-XXX-XXX-XXXX.com) or call 1-XXX-XXX-XXXX.

**How Can I Get Payment?** You must file a Claim Form. You can download a Claim Form at the Settlement Website, [www.1-XXX-XXX-XXXX.com](http://www.1-XXX-XXX-XXXX.com), or you can request a Claim Form by calling the Settlement Administrator at 1-XXX-XXX-XXXX. You may submit a Claim Form by U.S. mail, email, or online via the Settlement Website. If you submit a Claim Form by U.S. mail, it must be postmarked by DATE. If you submit a Claim Form by email or online, then you must do so by 11:59 p.m. EST on DATE.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by DATE. If you do not exclude yourself, you will release any claims you may have against Kia and the Released parties and be eligible to receive certain settlement benefits, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by DATE. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a hearing on DATE to consider whether to finally approve the Settlement and a request for attorneys' fees and costs of up to \$12 million. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. **For more information, call or visit the website below. You can also scan the QR-Code, which will direct you to Settlement Website for the full notice, Claim Form, and Settlement Agreement.**



[www.1-XXX-XXX-XXXX.com](http://www.1-XXX-XXX-XXXX.com) • 1-XXX-XXX-XXXX

# Exhibit C

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

## **NOTICE OF PROPOSED CLASS SETTLEMENT**

**If you bought or leased certain 2006-2021 model year Hyundai or Kia vehicles you may benefit from a class action settlement.**

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

*Your rights are affected whether you act or don't act. Read this notice carefully.*

- The purpose of this Notice is to inform you of a proposed settlement of three class action lawsuits known as *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.), *Evans, et al. v. Hyundai Motor Company, et al.*, No. 8:22-cv-00300 (C.D. Cal.), and *Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.). You are receiving this Notice because Hyundai Motor Company (“HMC”), Hyundai Motor America (“HMA”), Kia Corporation (“KC”), and/or Kia America, Inc. (“KA”) records indicate that you may be entitled to claim certain benefits offered by this Settlement.
- These lawsuits allege that certain Hyundai and Kia vehicles were manufactured, marketed, sold, and leased with a defect in their Anti-Lock Brake System (“ABS”) control modules (also referred to as a Hydraulic Electronic Control Unit or “HECU”) that can result in engine compartment fires and the loss of ABS functionality. None of HMC, HMA, KC, or KA have been found liable for any of the claims alleged in these lawsuits. The parties have instead reached a voluntary settlement in order to avoid a lengthy litigation. The individuals who owned or leased Class Vehicles are known as “Class Members.” Settlement Class Members may be entitled to compensation if they submit valid and timely claims that are approved pursuant to the review process described in this Notice and approved by the Court.
- Under the proposed Settlement, and subject to proof, HMA and KA will provide financial and other benefits for certain ABS module related repairs and out-of-pocket expenses or, if warranted, vehicle replacement.
- The Settlement extends the relevant warranty for ABS modules that have been repaired or replaced pursuant to a NHTSA Recall for a period of five (5) to seven (7) years depending on whether the current warranty is expired. For Class Vehicles with an expired New Vehicle Limited Warranty HMA or KA will provide a five (5) year warranty from either the date of the Final Approval Order and Judgment or the date the Class Vehicle’s ABS module was repaired or replaced pursuant to a NHTSA Recall if after the date of the Final Approval Order and Judgment, depending on when the parts necessary to repair the ABS module were available at Hyundai or Kia dealerships. For Class Vehicles with an unexpired

New Vehicle Limited Warranty, HMA or KA will extend the warranty period to twelve (12) years from the date of original retail delivery or date of first use, whichever is later.

- The Settlement also provides a free one-time ABS module inspection, subject to certain conditions.
- The Settlement also provides cash reimbursements for qualifying past out-of-pocket repair costs and repair-related expenses, such as rental cars and towing.
- And, the Settlement provides guaranteed maximum value compensation, plus a \$140 goodwill payment, for vehicles that are a Total Loss due to certain engine compartment fires caused by the ABS module defect.
- To qualify you must have bought or leased a “Class Vehicle” in the United States (or while you were abroad on active U.S. military duty). The “Class Vehicles” include:
  - Hyundai Tucson vehicles (model years 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Hyundai Santa Fe vehicles (model years 2007, 2016, 2017, and 2018), Hyundai Santa Fe Sport vehicles (model years 2013, 2014, 2015, 2017, and 2018), Santa Fe XL vehicles (model year 2019), Hyundai Azera vehicles (model years 2006, 2007, 2008, 2009, 2010, and 2011), Genesis G80 vehicles (model years 2017, 2018, 2019, and 2020), Genesis G70 vehicles (model years 2019, 2020, and 2021), Hyundai Genesis vehicles (model years 2015 and 2016), Hyundai Elantra vehicles (model years 2007, 2008, 2009, and 2010), Hyundai Elantra Touring vehicles (model years 2009, 2010, and 2011), Hyundai Sonata vehicles (model year 2006), and Hyundai Entourage vehicles (model years 2007 and 2008), which were the subject of NHTSA Recalls<sup>1</sup>; and
  - Kia Sportage vehicles (model years 2008, 2009, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Kia Sorento vehicles (model years 2007, 2008, 2009, 2014, and 2015), Kia Optima vehicles (model years 2013, 2014, and 2015), Kia Stinger vehicles (model years 2018, 2019, 2020, and 2021), Kia Sedona vehicles (model years 2006, 2007, 2008, 2009, and 2010), Kia Cadenza vehicles (model years 2017, 2018, and 2019), and Kia K900 vehicles (model years 2016, 2017, and 2018), which were the subject of NHTSA Recalls.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM</b>	The <u>only</u> way to get a reimbursement. However, it is not necessary to submit a claim form to benefit from the warranty extension. The deadline to submit a claim is [date].
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever file

<sup>1</sup> For purposes of this Settlement, “NHTSA Recalls” refer to NHTSA Recall Campaigns 16V815, 18V026, 20V061, 20V088, 20V518, 20V519, 20V520, 20V543, 21V160, 21V161, 21V303, 21V331, 21V137, 22V051, and 22V056.



Exhibit C – Long Form Notice

	or be part of any other lawsuit against Hyundai or Kia about the legal claims in this case. The deadline to submit a request for exclusion is [date].
<b>OBJECT</b>	To object to the Settlement, you must remain a member of the class—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and indicating why you do not like the Settlement. The deadline to object is [date].
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no reimbursement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- Please visit [website] for a copy of this notice in Spanish. Visite [sitio web] para obtener una copia de este aviso en español.

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## BASIC INFORMATION

### **Why did I receive this notice package?**

According to public records and/or the records of HMA or KA, you bought or leased a Class Vehicle in the United States. This may also include a Class Vehicle you purchased while abroad on active U.S. military duty. The Court has ordered this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options in that lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, HMA or KA will provide payments and other benefits agreed to in the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### **You should read this entire notice.**

### **What are these lawsuits about?**

The people who filed these lawsuits are called Plaintiffs, and the companies they sued, HMC, HMA, KC, and KA, are called Defendants. The Plaintiffs allege that the Class Vehicles suffer from a defect in their ABS modules that can result in engine compartment fires and the loss of ABS functionality. The Plaintiffs also allege that some owners and lessees have been improperly denied repairs under the vehicles' warranties. HMC, HMA, KC, and KA each deny the Plaintiffs' allegations.

### **Why is this a class action?**

In a class action lawsuit, one or more persons, called "Class Representatives" (in this case Kimberly Elzinga, Theodore Maddox, Jr., Jacqueline Washington, Ramtin Zakikhani, Patti Talley, Ana Olaciregui, Elaine Peacock, Melody Irish, Donna Tinsley, Brenda Evans, Anthony Vacchio, Minda Briaddy, Adam Pluskowski, Ricky Barber, Lucille Jacob, Carla Ward, Pepper Miller, and Cindy Brady), sue on behalf of people who have similar claims. All of these people and those similarly situated are a "Settlement Class" or "Settlement Class Members." One court resolves the issues for all Class Members, except those who exclude themselves from the Settlement Class. The court in charge of the cases is the United States District Court for the Central District of California, and the cases are known as *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.), *Evans, et al. v. Hyundai Motor Company, et al.*, No. 8:22-cv-00300



(C.D. Cal.), and *Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.). District Judge Stanley Blumenfeld, Jr. is presiding over these class actions.

### **Why is there a settlement?**

The Class Representatives and Defendants agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can receive payments and other benefits in exchange for releasing Defendants from liability. The Settlement does not mean that Defendants broke any laws and/or did anything wrong, and the Court did not decide which side was right.

The Class Representatives and Defendants entered into an Amended Settlement Agreement (“Settlement” or “Settlement Agreement”) that was preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interest of the Settlement Class Members.

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties and is available at [settlement website]. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

## **WHO IS IN THE SETTLEMENT?**

### **How do I know if I am part of the Settlement?**

Judge Blumenfeld decided that, for the purposes of this proposed Settlement, everyone who fits the following description is covered by the Settlement: All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, and including those that were purchased while the owner was abroad on active U.S. military duty.

However, the Class excludes (a) all claims for death, personal injury, damage to property other than to the Class Vehicle itself, and subrogation, as well as any claims that arise out of a future NHTSA recall; (b) HMA, HMC, KA, KC, and any affiliate, parent, or subsidiary of HMA, HMC, KA and KC; (c) any entity in which HMA, HMC, KA, or KC has a controlling interest; (d) any officer, director, or employee of HMA, HMC, KA, or KC; (e) any successor or assign of HMA, HMC, KA, or KC; (f) any judge to whom the lawsuits are assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) consumers or businesses that have purchased Class Vehicles that, prior to the time of purchase, were deemed a Total Loss (i.e., salvage title or junkyard vehicles) (subject to verification through Carfax or other means); (h) current or former owners of Class Vehicles who, prior to the Notice Date,<sup>2</sup> released their claims in an individual settlement with HMA, HMC, KA, or KC with respect to the issues raised in the lawsuits; (i) owners who purchased the Class Vehicle with knowledge of existing damage to the ABS module (damage that does not amount to a Total Loss;

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<sup>2</sup> “Notice Date” means [date].

but rather, damage to the subject components); and (j) those persons who timely and validly exclude themselves from the Class.

### **Which vehicles are included?**

The “Class Vehicles,” for the purposes of the description in section 5 above, are:

- Hyundai Tucson vehicles (model years 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Hyundai Santa Fe vehicles (model years 2007, 2017, and 2018), Hyundai Santa Fe Sport vehicles (model years 2013, 2014, 2015, 2017, and 2018), Santa Fe XL vehicles (model year 2019), Hyundai Azera vehicles (model years 2006, 2007, 2008, 2009, 2010, and 2011), Genesis G80 vehicles (model years 2017, 2018, 2019, and 2020), Genesis G70 vehicles (model years 2019, 2020, and 2021), Hyundai Genesis vehicles (model years 2015 and 2016), Hyundai Elantra vehicles (model years 2007, 2008, 2009, and 2010), Hyundai Elantra Touring vehicles (model years 2009, 2010, and 2011), Hyundai Sonata vehicles (model year 2006), and Hyundai Entourage vehicles (model years 2007 and 2008) which were the subject of NHTSA Recalls; and
- Kia Sportage vehicles (model years 2008, 2009, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Kia Sorento vehicles (model years 2007, 2008, 2009, 2014, and 2015), Kia Optima vehicles (model years 2013, 2014, and 2015), Kia Stinger vehicles (model years 2018, 2019, 2020, and 2021), Kia Sedona vehicles (model years 2006, 2007, 2008, 2009, and 2010), Kia Cadenza vehicles (model years 2017, 2018, and 2019), and Kia K900 vehicles (model years 2016, 2017, and 2018) which were the subject of NHTSA Recalls.

### **If I bought or leased a Class Vehicle that has not had problems, am I included?**

Yes. You did NOT have to experience an engine compartment fire or ABS module failure to be included in this Settlement. If you still own or lease a Class Vehicle you will be eligible to take advantage of the Settlement’s warranty extension as well as certain other benefits of the Settlement.

### **I am still not sure if I’m included.**

If you are still not sure whether you are included, you can ask for free help. You can visit the Settlement Website at [settlement website]. You can also call [settlement admin hotline] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a small placard on the top of the vehicle’s dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and may also appear on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.



## SETTLEMENT BENEFITS – WHAT YOU GET

### What does the Settlement provide?

The Settlement provides the following benefits:

#### 1. Warranty Extension

For Settlement Class Members whose Class Vehicles have a New Vehicle Limited Warranty that remains in effect as of the date of the Court's Preliminary Approval Order, HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) shall extend the warranty for Class Vehicles' ABS modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for twelve (12) years from the date of original retail delivery or date of first use, whichever is later.

For Settlement Class Members whose Class Vehicles have an expired New Vehicle Limited Warranty as of the date of the Court's Preliminary Approval Order, HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles) will provide a warranty for Class Vehicles' ABS modules that have been repaired or replaced pursuant to a NHTSA Recall to cover future Qualifying Repairs for five (5) years from the date of the Final Approval Order and Judgment.

If HMA and/or KA are unable to repair or replace a Class Vehicle's ABS module pursuant to a NHTSA Recall due to the unavailability of necessary components, HMA or KA will provide a warranty for the Class Vehicle's ABS module to cover future Qualifying Repairs for five (5) years from the date the NHTSA Recall repair or replacement is complete; provided, however, that the Settlement Class Member must attest in writing that they attempted to get an appointment for the recall repair at an authorized Hyundai or Kia dealer but could not due to parts unavailability.

The extended warranties described above cover all costs related to a Qualifying Repair. Settlement Class Members are suggested to retain all vehicle maintenance records, and may be required to provide records for vehicle maintenance performed to receive warranty repairs.

You do NOT need to submit a Claim Form to receive this warranty extension for the ABS modules under this Settlement.

The warranty extension may be denied for "Exceptional Neglect" of the vehicle, which means: (a) when the vehicle clearly evidences a lack of maintenance or care, such that the vehicle appears dilapidated, abandoned, and/or beyond repair as a result of gross failure to service and/or maintain the vehicle; (b) failure of a Settlement Class Member to present a Class Vehicle to an authorized Kia dealer (for Kia Class Vehicles) or an authorized Hyundai dealer (for Hyundai Class Vehicles) to have the ABS module in their Class Vehicle inspected within ninety (90) days of the Class Vehicle's ABS or ESC dashboard warning lights becoming illuminated; or (c) failure of a Settlement Class Member to present a Class Vehicle to an authorized Kia dealer (for Kia Class Vehicles) or an authorized Hyundai dealer (for Hyundai Class Vehicles) to have the ABS module

in their Class Vehicle inspected, repaired, and/or replaced pursuant to an applicable NHTSA Recall within ninety (90) days of: (i) the Notice Date, (ii) the mailing of the recall campaign notice, or (iii) the availability of the parts necessary to repair the Class Vehicle's ABS module pursuant to the recall at the nearest authorized Kia dealer (for Kia Class Vehicles) or authorized Hyundai dealer (for Hyundai Class Vehicles), whichever is later.

## 2. Free One-Time Inspection

If a Settlement Class Member brings their Class Vehicle into an authorized Hyundai dealership (for Hyundai Class Vehicles) or an authorized Kia Dealership (for Kia Class Vehicles) for another unrelated service, the Settlement Class Member may request a free, one-time inspection of the Class Vehicle's ABS module, to the extent the Class Vehicle's ABS module was previously repaired or replaced pursuant to a NHTSA Recall, to ensure the repaired or replaced ABS Module is not affected by the Qualifying Defect.

## 3. Reimbursement for Past Repairs

You may be entitled to reimbursement of money you spent on certain Class Vehicle repairs.

### **(a) DATE OF REPAIRS**

- Any Qualifying Repairs completed prior to the date that the Settlement was signed or within 60 days of the date of the Final Approval Order and Judgment.

### **(b) TYPES OF "QUALIFYING REPAIRS"**

- Any type of repair, replacement, diagnosis, or inspection, including a repair pursuant to a NHTSA Recall, of a Class Vehicle arising from the Qualifying Defect, but excluding Exceptional Neglect (as defined above).
- A "Qualifying Defect" is an electrical short circuit in the ABS Module and/or failure of the ABS Module that may result in an engine compartment fire.

### **(c) GOODWILL PAYMENT FOR NON-COLLISION FIRES**

- Any Class Member whose Class Vehicle experienced a non-collision fire caused by the Qualifying Defect that would have otherwise been addressed by a Qualifying Repair (with the fire having occurred prior to ninety (90) days following availability of the recall for the Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following repair or replacement of the ABS module pursuant to a NHTSA Recall) will also receive a goodwill payment of \$140 from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles).

### **(d) MAKE A TIMELY CLAIM**

- See below for how to make your claim using the Claim Form.

\* \* \*

Repair reimbursements shall be provided to Settlement Class Members even if warranty coverage was initially denied for the Qualifying Repair on the grounds that it was necessitated by a failure to properly service or maintain the vehicle; provided, however, that the Qualifying Repair was not necessitated by Exceptional Neglect.

4. Reimbursement for Rental Cars, Towing, Etc.

You may be entitled to reimbursement for money you spent on rental cars, towing services, and similar out-of-pocket expenses, based on the following requirements:

- The expense was reasonably related to obtaining a Qualifying Repair; and
- You make a timely claim using the Claim Form. (See below for how to do so.)

5. Compensation for Vehicle Loss Due to Engine Compartment Fire

If prior to ninety (90) days following the availability of a recall remedy for your Class Vehicle or the date of the Final Approval Order and Judgment, whichever is later, or following a repair or replacement of your Class Vehicle's ABS module pursuant to a NHTSA Recall you suffered a Total Loss of your Class Vehicle due to a fire caused by the Qualifying Defect, you may be entitled to receive compensation for the value of the vehicle, and an additional \$140 goodwill payment.

For purposes of this Settlement, "Total Loss" means any Class Vehicle incident that would have led to a Qualifying Repair, but either the cost of the repair was too great or other circumstances led the Class Member or owner to dispose of the Class Vehicle at a loss. This includes events in which there was insurance coverage, but where the Class Member was still not made whole by such insurance payments.

If you own your Class Vehicle and it is a Total Loss, the amount of compensation will be based on the maximum Black Book value of the vehicle at the time of loss, minus any proceeds or actual value received, subject to verification. If you lease your Class Vehicle and it is a Total Loss, the amount of compensation will be based on the greater of: (1) maximum Black Book value of the Class Vehicle at the time of loss, or (2) the outstanding lease balance, if any, due to the lessor following the disposal of the Class Vehicle in accordance with the terms of the lease, minus any proceeds or actual value received and minus any amounts owed under the lease that are attributable to negative equity that was rolled into the lease from a prior vehicle purchase, subject to verification. If you own or lease a Class Vehicle that suffers a Partial Loss due to a fire caused by the Qualifying Defect, you will be entitled to a Qualifying Repair to the extent such Qualifying Repair is covered by the extended warranties provided by the Settlement Agreement.

For both Partial Losses and Total Losses, you must submit a claim demonstrating the fire was caused by the Qualifying Defect. The vehicle's maintenance history or lack thereof before the repair diagnosis will not be a basis for denying or limiting compensation under this section (excepting Exceptional Neglect).



To be considered for compensation, submit a claim using the Claim Form. Instructions are provided below. After you submit your claim, you will be contacted by the Settlement Administrator and advised of the process for evaluation of your claim and proposed compensation. If you are unsatisfied with the proposal, you can elect telephone arbitration through the Better Business Bureau (“BBB”).

### **HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM**

#### **How do I make a claim?**

- Fill out the Claim Form (paper or online), and
- Include the documentation specified on the Claim Form, and
- Submit the Claim Form online, by mail, or by email to the address listed on the Claim Form, and
- For repair reimbursements, submit the Claim Form by seventy (70) days after the date of the Final Approval Order and Judgment.
- For out-of-pocket expense reimbursements, submit the Claim Form by the later of (a) sixty (60) days after the date of the Final Approval Order and Judgment, or (b) the date on which the expense is incurred.

Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you fail to submit a Claim Form and supporting documents by the required deadline, you will not be eligible to receive any reimbursement. Sending in a Claim Form late will be the same as doing nothing.

#### **When would I get my reimbursement?**

In general, valid claims will be paid as they are approved after the Effective Date. The Effective Date for the Settlement will be the date of the Court’s Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [settlement website].

The Hon. Stanley Blumenfeld, Jr., U.S. District Court Judge, will hold a Fairness Hearing on [date] at the U.S. District Court for the Central District of California, Los Angeles Courthouse, 350 West 1st Street, Los Angeles, California 90012 to decide whether to approve the Settlement. (The hearing may be rescheduled without further notice. To obtain updated scheduling information, visit [settlement website].) If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting the website [settlement



website] or calling [settlement admin hotline]. **Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.**

**What if my claim is found to be deficient?**

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within thirty (30) days of the notice.

**What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement Class in writing as described below, you will be treated as part of the Settlement Class. That means that you can't sue, continue to sue, or be part of any other lawsuit against HMA, HMC, KC, KA, or other related entities or individuals (listed in the Settlement Agreement, which you can view at [settlement website]) about the legal issues in *these* lawsuits if the Settlement is approved. It also means that all of the Court's orders will apply to you and legally bind you.

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) any and all claims that relate to something other than a Class Vehicle and the alleged defect here.

If you have any questions about the scope of the legal claims you give up by staying the Settlement Class, you may view Section VI of the Settlement Agreement (available at [settlement website]) or you can contact the following Class Counsel for free or speak with your own lawyer at your own expense:

Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr., 24th Floor Chicago, IL 60606	Steve Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101
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**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want the benefits provided in this Settlement, and you want to keep the right to sue or continue to sue HMA, HMC, KC, KA, or other related entities or individuals, on your own, about the legal issues in these lawsuits, then you must take steps to get out of the Settlement Class. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

**How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by U.S. mail or email saying that you want to “opt-out of” or “be excluded from” the Settlement Class. Be sure to include (i) your full name and current address, (ii) the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number (“VIN”) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver’s side corner of the windshield), and (iii) specifically and clearly state your desire to be excluded from the Settlement and from the Class. You must mail your exclusion request postmarked no later than [date] to:

<b>Settlement Administrator</b>
<p><u>For HMA:</u></p> <p>Hyundai HECU Settlement P.O. Box 20849 Fountain Valley, CA 92708</p> <p><u>For KA:</u></p> <p>Kia HECU Settlement P.O. Box 3139 Portland, OR 97208-3139</p>

You can’t exclude yourself on the phone, or on any website. Please keep a copy of any exclusion (or opting out) letter for your records.

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in these lawsuits. Depending on the laws in your state, you may be able to sue (or continue to sue) HMA, HMC, KC, KA, or other related entities or individuals in the future about the legal issues in this case.

**If I don’t exclude myself, can I sue for the same thing later?**

No. Unless you exclude yourself (opting out), you give up the right to sue HMA, HMC, KC, KA, and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against HMA, HMC, KC, KA, or the related entities listed in the prior paragraph, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the exclusion deadline is [date].



If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you. You will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in this lawsuit.

**If I exclude myself, can I get the benefits of this Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for any reimbursement and do not seek repairs under the Settlement's warranty extension. However, you may sue, continue to sue, or be part of a different lawsuit against HMA, HMC, KC, KA, and other related entities or individuals for the claims that this Settlement resolves.

**THE LAWYERS REPRESENTING YOU**

**Do I have a lawyer in this case?**

The Court has appointed Elizabeth A. Fegan of Fegan Scott LLC and Steve W. Berman of Hagens Berman Sobol Shapiro LLP to represent you and other Settlement Class Members. Together these 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 cost.

**How will the lawyers be paid and will the Class Representatives receive service payments?**

At a later date, Class Counsel will ask the Court for attorneys' fees, expenses, and service payments to each of the named Class Representatives (Kimberly Elzinga, Theodore Maddox, Jr., Jacqueline Washington, Ramtin Zakikhani, Patti Talley, Ana Olaciregui, Elaine Peacock, Melody Irish, Donna Tinsley, Brenda Evans, Anthony Vacchio, Minda Briaddy, Adam Pluskowski, Ricky Barber, Lucille Jacob, Carla Ward, Pepper Miller, and Cindy Brady). It will be up to the Court to decide whether Defendants will be ordered to pay any of those fees, expenses, and service payments. The Court may award less than the amounts requested by Class Counsel. Defendants will separately pay the fees, expenses, and service payments that the Court awards. These amounts will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expense, and service awards by visiting the website [settlement website].

Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

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

**How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement 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 mail a letter saying that you object to the addresses below:

Defense Counsel	Settlement Administrator	Class Counsel	Court
Lance A. Etcheverry Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue, Suite 1400 Palo Alto, CA 94301	<p><u>For HMA:</u></p> <p>Hyundai HECU Settlement P.O. Box 20849 Fountain Valley, CA 92708</p> <p><u>For KA:</u></p> <p>Kia HECU Settlement PO Box 3139 Portland, OR 97208- 3139</p>	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr., 24th Floor Chicago, IL 60606 -	First Street U.S. Courthouse Clerk of Court 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565

Your objection letter must include:

- 1) The name and title of the lawsuit, *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.);
- 2) A detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
- 3) Your full name, current address, and current telephone number;
- 4) The model year and VIN of your Class Vehicle;
- 5) A statement whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections;
- 6) Any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
- 7) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;
- 8) The number of times you, your counsel (if any), or your counsel's law firm (if any) have objected to a class action settlement within the five (5) years preceding the date that you file the objection and the caption of each case in which such objection was made;
- 9) A statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the five (5) years preceding the date that you file the objection; and



10) Your signature and that of your attorney, if you have one.

Submitting an objection allows Class Counsel or counsel for Defendants to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or to comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

Objections must be sent by first class mail to each of the above addresses and postmarked no later than [date]. Objections submitted after this date will not be considered.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Fairness Hearing.

#### **What is 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 Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to 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, subject to the requirements above, but you don't have to.

#### **When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at [time] on [date] at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The hearing may be rescheduled without further notice to you, so it is recommended that you periodically check [settlement website] for updated information.

#### **Do I have to come to the Fairness Hearing?**



No. Class Counsel will answer any questions Judge Blumenfeld may have. However, you are welcome to come at your own expense. If you send an objection, you do not 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 attend or pay your own lawyer to attend, but it's not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

### **May I speak at the Fairness Hearing?**

You may ask the Court's 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 *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.), *Evans, et al. v. Hyundai Motor Company, et al.*, No. 8:22-cv-00300 (C.D. Cal.), and *Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.)" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you.

Your Notice of Intention to Appear must be postmarked no later than [date], and be sent to Class Counsel and counsel for Defendants, at the following addresses:

<b>Defense Counsel</b>	<b>Class Counsel</b>
Lance A. Etcheverry Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue, Suite 1400 Palo Alto, CA 94301	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr., 24th Floor Chicago, IL 60606

### **IF YOU DO NOTHING**

### **What happens if I do nothing at all?**

If you do nothing, you'll get no reimbursements for past expenses related to the alleged ABS module defect from this Settlement, though you may be entitled to the benefits of the extended warranty (if you continue to own or lease your Class Vehicle and have had your vehicle repaired pursuant to a NHTSA Recall) and the right to a free one-time ABS module inspection. But, unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against HMA, HMC, KC, KA, or other related entities or individuals about the legal issues in these lawsuits ever again. However, even if you take no action, you will keep your right to sue Defendants for any other claims not resolved by the Settlement.

### **GETTING MORE INFORMATION**

### **Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [settlement website].



Neither Defendants nor the Class Representatives make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

**How do I get more information?**

You can call [settlement admin hotline] toll free or visit [settlement website], where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed above.

**Other than a request to review the Court’s files at the Clerk of the Court’s Office, please do not contact the Clerk of the Court or the Judge with questions.**

# Exhibit D

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2  
3  
4  
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9  
10  
11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 RAMTIN ZAKIKHANI, KIMBERLY  
14 ELZINGA, THEODORE MADDOX JR.,  
15 MICHAEL SUMMA, JACQUELINE  
16 WASHINGTON, PATTI TALLEY, ANA  
17 OLACIREGUI, ELAINE PEACOCK,  
18 MELODY IRISH, and DONNA  
TINSLEY, individually and on behalf of  
all others similarly situated,

19 Plaintiffs,

20 v.  
21

22 HYUNDAI MOTOR COMPANY,  
23 HYUNDAI MOTOR AMERICA, KIA  
24 CORPORATION, and KIA AMERICA,  
INC.,

25 Defendants.  
26

27 BRENDAN EVANS, KERICH  
28 KENNEDY, MINDA BRIADDY, and

Case No.: 8:20-cv-01584-SB-JDE

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: September 16, 2022

Time: 8:30 a.m.

Courtroom: 6A

Judge: Hon. Stanley Blumenfeld Jr.

Mag. Judge: Hon. John D. Early

Exhibit D- Proposed Preliminary Approval and Class Certification Order

1 ANTHONY VACCHIO, individually and  
2 on behalf of all others similarly situated,

3 Plaintiffs,

4 v.

5  
6 HYUNDAI MOTOR COMPANY,  
7 HYUNDAI MOTOR AMERICA, KIA  
8 CORPORATION, and KIA AMERICA,  
9 INC.,

10 Defendants.

Case No.: 8:22-cv-00300-SB-JDE

11  
12 ADAM PLUSKOWSKI, RICKY  
13 BARBER, LUCILLE JACOB,  
14 CARLA WARD, PEPPER MILLER,  
15 and CINDY BRADY, individually and on  
16 behalf of all others similarly situated

17 Plaintiffs,

18 v.

19 HYUNDAI MOTOR AMERICA,  
20 HYUNDAI MOTOR COMPANY,  
21 KIA AMERICA, INC., and KIA  
22 CORPORATION,

23 Defendants.

Case No.: 8:22-cv-00824-SB-JDE

1 WHEREAS, this matter came before the Court on Plaintiffs' Motion for  
2 Preliminary Approval of Amended Class Action Settlement, under Federal Rule of  
3 Civil Procedure 23(e), with Plaintiffs having submitted the Parties' Amended  
4 Settlement Agreement ("Settlement" or "Settlement Agreement") and its exhibits,  
5 supporting Declarations, and other submissions;  
6

7 WHEREAS, unless otherwise defined, all terms used herein have the same  
8 meanings as set forth in the Settlement Agreement; and

9 WHEREAS, the Court has read and considered Plaintiffs' Motion, and finds  
10 that there is a sufficient basis for granting preliminary approval of the Settlement,  
11 authorizing dissemination of notice, and authorizing the steps needed to determine  
12 whether the Settlement should be finally approved and the Litigation dismissed.  
13

14 NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

15 1. Preliminary findings. The Court has conducted a preliminary assessment  
16 of the fairness, reasonableness, and adequacy of the Settlement. Based on this  
17 evaluation, the Court finds that (a) the Settlement falls within the range of  
18 reasonableness meriting further proceedings; (b) the Settlement has been negotiated  
19 in good faith and at arm's length between experienced attorneys familiar with the legal  
20 and factual issues of this case and with the assistance of the Hon. Edward A. Infante  
21 (Ret.), a well-respected and experienced private mediator; and (c) dissemination of  
22 the notice of the material terms of the Settlement to Settlement Class Members is  
23 warranted. The Court therefore grants preliminary approval of the Settlement.  
24  
25

26 2. Provisional Certification of Hyundai Settlement Class. Pursuant to Rules  
27 23(a), 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure and for purposes  
28 of settlement only, the Court hereby provisionally certifies this action as a class action



on behalf of the following Hyundai Settlement Class:

**HYUNDAI CLASS**

All owners and lessees of a Hyundai Class Vehicle who purchased or leased the Hyundai Class Vehicle in the United States and including those purchased while the owner was abroad on active U.S. military duty.

“Hyundai Class Vehicles” refers to Hyundai Tucson vehicles (model years 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Hyundai Santa Fe vehicles (model years 2007, 2016, 2017, and 2018), Hyundai Santa Fe Sport vehicles (model years 2013, 2014, 2015, 2017, and 2018), Santa Fe XL vehicles (model year 2019), Hyundai Azera vehicles (model years 2006, 2007, 2008, 2009, 2010, and 2011), Genesis G80 vehicles (model years 2017, 2018, 2019, and 2020), Genesis G70 vehicles (model years 2019, 2020, and 2021), Hyundai Genesis vehicles (model years 2015 and 2016), Hyundai Elantra vehicles (model years 2007, 2008, 2009, and 2010), Hyundai Elantra Touring vehicles (model years 2009, 2010, and 2011), Hyundai Sonata vehicles (model year 2006), and Hyundai Entourage vehicles (model years 2007 and 2008), which were the subject of NHTSA Recalls.

Excluded from the Hyundai Class are (a) all claims for death, personal injury, damage to property other than to the Hyundai Class Vehicle itself, and subrogation, as well as any claims that arise out of a future NHTSA recall; (b) HMA, HMC, and any affiliate, parent, or subsidiary of HMA or HMC; (c) any entity in which HMA or HMC has a controlling interest; (d) any officer, director, or employee of HMA or HMC; (e) any successor or assign of HMA or HMC; (f) any judge to whom the Litigation is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) consumers

1 or businesses that have purchased Hyundai Class Vehicles that, prior to the time of  
2 purchase, were deemed a Total Loss (i.e., salvage title or junkyard vehicles) (subject  
3 to verification through Carfax or other means); (h) current or former owners of  
4 Hyundai Class Vehicles who, prior to the Notice Date, released their claims in an  
5 individual settlement with HMA or HMC; (i) owners who purchased the Class Vehicle  
6 with knowledge of existing damage to the ABS Module (damage that does not amount  
7 to a Total Loss; but rather, damage to the subject components); and (j) those persons  
8 who timely and validly exclude themselves from the Hyundai Class.  
9

10 In connection with provisional class certification of the Hyundai Settlement  
11 Class, the Court finds as follows for settlement purposes only: the Hyundai Settlement  
12 Class is so numerous that joinder of all members is impracticable; there are questions  
13 of fact or law common to the Hyundai Settlement Class; Plaintiffs' claims are typical  
14 of the claims of the Settlement Class Members Plaintiffs seek to represent; Plaintiffs  
15 are capable of fairly and adequately protecting the interests of all members of the  
16 Hyundai Settlement Class; and common questions of law and fact predominate over  
17 questions affecting only individual persons in the Hyundai Settlement Class.  
18 Accordingly, the Hyundai Settlement Class appears to be sufficiently cohesive to  
19 warrant settlement by representation and certification of the Hyundai Settlement Class  
20 appears to be superior to other available means for the fair and efficient settlement of  
21 the claims of the Hyundai Settlement Class.  
22

23  
24 3. Provisional Certification of Kia Settlement Class. Pursuant to Rules 23(a),  
25 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure and for purposes of  
26 settlement only, the Court hereby provisionally certifies this action as a class action  
27 on behalf of the following Kia Settlement Class:  
28

**KIA CLASS**

All owners or lessees of a Kia Class Vehicle who purchased or leased the Kia Class Vehicle in the United States, including those purchased while the owner was abroad on active U.S. military duty.

“Kia Class Vehicles” refers to Kia Sportage vehicles (model years 2008, 2009, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Kia Sorento vehicles (model years 2007, 2008, 2009, 2014, and 2015), Kia Optima vehicles (model years 2013, 2014, and 2015), Kia Stinger vehicles (model years 2018, 2019, 2020, and 2021), Kia Sedona vehicles (model years 2006, 2007, 2008, 2009, and 2010), Kia Cadenza vehicles (model years 2017, 2018, and 2019), and Kia K900 vehicles (model years 2016, 2017, and 2018), which were the subject of NHTSA Recalls.

Excluded from the Kia Settlement Class are (a) all claims for death, personal injury, damage to property other than to the Kia Class Vehicle itself, and subrogation, as well as any claims that arise out of a future NHTSA recall; (b) KA, KC, and any affiliate, parent, or subsidiary of KA or KC; (c) any entity in which KA or KC has a controlling interest; (d) any officer, director, or employee of KA or KC; (e) any successor or assign of KA or KC; (f) any judge to whom the Litigation is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; (g) consumers or businesses that have purchased Kia Class Vehicles that, prior to the time of purchase, were deemed a Total Loss (i.e., salvage title or junkyard vehicles) (subject to verification through Carfax or other means); (h) current or former owners of Kia Class Vehicles who, prior to the Notice Date, released their claims in an individual settlement with KA or KC; (i) owners who purchased the Class Vehicle with knowledge of existing damage to the

1 ABS Module (damage that does not amount to a Total Loss; but rather, damage to the  
2 subject components); and (j) those persons who timely and validly exclude themselves  
3 from the Kia Class.

4  
5 In connection with provisional class certification of the Kia Settlement Class,  
6 the Court finds as follows for settlement purposes only: the Kia Settlement Class is so  
7 numerous that joinder of all members is impracticable; there are questions of fact or  
8 law common to the Kia Settlement Class; Plaintiffs' claims are typical of the claims  
9 of the Settlement Class Members Plaintiffs seek to represent; Plaintiffs are capable of  
10 fairly and adequately protecting the interests of all members of the Kia Settlement  
11 Class; and common questions of law and fact predominate over questions affecting  
12 only individual persons in the Kia Settlement Class. Accordingly, the Kia Settlement  
13 Class appears to be sufficiently cohesive to warrant settlement by representation and  
14 certification of the Kia Settlement Class appears to be superior to other available  
15 means for the fair and efficient settlement of the claims of the Kia Settlement Class.  
16

17 4. Appointment of Class Representatives. Pursuant to Rule 23 of the Federal  
18 Rules of Civil Procedure, the Court hereby finds that, for purposes of the Settlement,  
19 the Class Representatives are members of the Settlement Class and that, for Settlement  
20 purposes only, they will adequately represent the interests of the Settlement Class  
21 Members. The Court hereby appoints Plaintiffs Kimberly Elzinga, Patti Talley,  
22 Ramtin Zakikhani, Brenda Evans, Anthony Vacchio, Minda Briaddy, Lucille Jacob,  
23 Carla Ward, and Pepper Miller as Class Representatives of the Hyundai Settlement  
24 Class and Plaintiffs Theodore Maddox, Jacqueline Washington, Ana Olaciregui,  
25 Elaine Peacock, Melody Irish, Donna Tinsley, Adam Pluskowski, Ricky Barber, and  
26 Cindy Brady as Class Representatives of the Kia Settlement Class.  
27  
28

1           5. Appointment of Class Counsel. Having considered the factors set forth in  
2 Rule 23(g)(1) of the Federal Rules of Civil Procedure and having reviewed the  
3 submissions of Plaintiffs' Counsel and the work performed by Plaintiffs' Counsel thus  
4 far in the Litigation, the Court finds that Elizabeth A. Fegan and Steve W. Berman  
5 will fairly and adequately represent the interests of the Settlement Class. Accordingly,  
6 the Court hereby appoints Elizabeth A. Fegan and Steve W. Berman as Class Counsel  
7 for the Settlement Class.  
8

9           6. Deadline for Motion for Final Approval and Applications for Attorneys'  
10 Fees and Service Awards. Class Counsel shall file papers in support of final approval  
11 of the Settlement, together with applications for attorneys' fees and service awards by  
12 no later than [DATE]. Defendants may, but are not required to, file papers in support  
13 of final approval of the Settlement, so long as they do so no later than [SAME DATE].  
14

15           7. Objection and Opt-Out Deadline. Settlement Class Members who wish to  
16 object to or opt out of the Settlement by submitting a written objection or a written  
17 request for exclusion must do so by [DATE] (the "Opt-Out and Objection Deadline").  
18 Settlement Class Members may not both object and request exclusion. If a Settlement  
19 Class Member submits both a written objection and a request for exclusion, the request  
20 for exclusion will control.  
21

22           8. Objections. Any Settlement Class Member who intends to object to any  
23 aspect of the Settlement, including a request for attorneys' fees and expenses to Class  
24 Counsel, or service awards to the Class Representatives, must file a written statement  
25 of the objection(s) with the Court no later than the Opt-Out and Objection Deadline.  
26 The written statement must include: (i) the case name and number, titled *Zakikhani*,  
27 *et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584-SB-JDE (C.D. Cal.); (ii)  
28

1 the objector's full name, address, email address, and current telephone number; (iii)  
2 the manufacturer, model name, model year, and VIN of the Class Vehicle owned or  
3 leased by the objector; (iv) a statement of the objection(s), including all factual and  
4 legal grounds for the position; (v) copies of any documents the Class Member wishes  
5 to submit in support of the objection(s); (vi) the name and address of the lawyer(s), if  
6 any, who is representing the objecting Class Member in making the objection or who  
7 may be entitled to compensation in connection with the objection; (vii) a statement of  
8 whether the objector or their counsel intends to appear at the Final Approval Hearing;  
9 and (viii) the signature of the objector, in addition to the signature of any attorney  
10 representing the objector in connection with the objection, and date of the objection.  
11  
12 In addition, any Class Member objecting to the Settlement shall provide a list of any  
13 other objections submitted by the Class Member, or the Class Member's counsel, to  
14 any class action settlements submitted in any court in the United States in the previous  
15 five (5) years. If the Class Member or the Class Member's counsel has not made any  
16 such prior objection, the Class Member shall affirmatively so state in the written  
17 materials provided with the objection.  
18  
19

20 Objection papers must be filed electronically with the Court or filed by delivery  
21 to:

22 Clerk  
23 United States District Court for the  
24 Central District of California  
25 First Street Courthouse  
26 350 W 1st Street, Suite 4311  
27 Los Angeles, CA 90012-4565  
28

29 The Clerk shall add to the electronic docket for this Litigation any such objections  
30 filed by delivery and not filed electronically.



1       Such papers must also be served by mail on Class Counsel, counsel for  
2 Defendants, and the Settlement Administrator listed below:

3       ON BEHALF OF CLASS COUNSEL:

4  
5       Elizabeth A. Fegan  
6       FEGAN SCOTT LLC  
7       150 S. Wacker Dr., 24th Floor  
8       Chicago, IL 60606  
9

10       ON BEHALF OF DEFENDANTS:

11       Lance A. Etcheverry  
12       Michael C. Minahan  
13       SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
14       525 University Avenue, Suite 1400  
15       Palo Alto, California 94301

16       John Beisner  
17       SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
18       1440 New York Avenue N.W.  
19       Washington, D.C. 20005

20       SETTLEMENT ADMINISTRATOR:

21       For HMA:

22       Hyundai HECU Settlement  
23       P.O. Box 20849  
24       Fountain Valley, CA 92708

25       For KA:

26       Kia HECU Settlement  
27       PO Box 3139  
28       Portland, OR 97208-3139

1  
2 9. Requests for Exclusion (“Opt-Outs”). Any Settlement Class Member who  
3 does not wish to participate in the Settlement must submit a request for exclusion to  
4 the Settlement Administrator stating his or her intention to be excluded from the  
5 Settlement. For a request for exclusion to be valid, it must set forth: (i) the name of  
6 the Litigation; (ii) the Settlement Class Member’s full name, address, email address  
7 and telephone number; (iii) the make, model, model year, and VIN of their Class  
8 Vehicle and the approximate date(s) of purchase or lease; (iv) a specific statement of  
9 their intention to be excluded from the Settlement; (v) the identity of the Settlement  
10 Class (i.e. Hyundai or Kia) from which the Settlement Class Member desires to be  
11 excluded; (vi) the identity of the Settlement Class Member’s counsel, if represented;  
12 and (vii) the Settlement Class Member’s authorized representative’s signature and the  
13 date on which the request was signed. No mass opt-outs or requests for exclusion shall  
14 be accepted.  
15  
16

17 10. Except for those members of the Settlement Class who timely and  
18 properly submit a request for exclusion, all members of the Settlement Class will be  
19 deemed Settlement Class Members for all purposes under the Settlement Agreement,  
20 and upon the entry of the Final Approval Order and Judgment will be bound by its  
21 terms, regardless of whether they submit a claim or receive any monetary relief from  
22 the Settlement.  
23

24 11. Any member of the Settlement Class who does not submit a timely,  
25 written request for exclusion will be bound by all proceedings, orders, and judgments  
26 in the Litigation, even if such Settlement Class Member has previously initiated or  
27 subsequently initiates individual litigation or other proceedings encompassed by the  
28

1 Release.

2 12. Response to Objections. Class Counsel's response to any objections shall  
3 be filed within fourteen (14) days after the Opt-Out and Objection Deadline.

4 13. The Fairness Hearing. Pursuant to Rule 23(e) of the Federal Rules of Civil  
5 Procedure, the Court will hold a Fairness Hearing in person, telephonically, or by  
6 video **on [DATE] at [TIME]**, to determine whether the proposed Settlement is fair,  
7 reasonable, and adequate and should be approved by the Court; to determine whether  
8 the Final Approval Order and Judgment should be entered; and to determine the fees  
9 that should be awarded to Class Counsel and the service awards that should be  
10 awarded to the Class Representatives. The Fairness Hearing may be postponed,  
11 adjourned, or continued by further order of this Court, without further notice to the  
12 Parties or Settlement Class Members.  
13  
14

15 14. Appearance at Fairness Hearing. Attendance at the Fairness Hearing by  
16 Settlement Class Members, including individuals objecting to the Settlement, is not  
17 necessary; however, any persons intending to appear and wishing to be heard are  
18 required to provide written notice of their intention to appear at the Fairness Hearing  
19 by no later than the Opt-Out and Objection Deadline. Persons who do not intend to  
20 oppose the Settlement, attorneys' fees and expenses, or service awards need not take  
21 any action to indicate their approval.  
22

23 15. Settlement Administrator. Pursuant to the Settlement Agreement and the  
24 submission of Defendants, Epiq Class Action & Claims Solutions, Inc. is hereby  
25 appointed as Settlement Administrator for the Kia Settlement Class and HMA is  
26 hereby appointed as Settlement Administrator for the Hyundai Settlement Class. Each  
27 shall be required to perform all the duties of the Settlement Administrator as set forth  
28

1 in the Settlement Agreement and this Order.

2 16. Class Notices. The Court approves, as to form and content, the proposed  
3 Class Notices submitted to the Court. The Court finds that the Settlement Class Notice  
4 Program outlined in the Declaration of [\*] on Settlement Notices and Notice Plan (i)  
5 is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to  
6 apprise the Settlement Class of the pendency of the Litigation and of their right to  
7 object to or to exclude themselves from the Settlement; (iii) is reasonable and  
8 constitutes due, adequate, and sufficient notice to all persons entitled to receive notice;  
9 and (iv) meets all requirements of applicable law, Rule 23 of the Federal Rules of  
10 Civil Procedure, and due process.  
11

12 17. The Court directs the Settlement Administrator to establish Settlement  
13 website(s), which shall make available copies of this Order, Class Notices, the  
14 Settlement Agreement and all Exhibits thereto; instructions on how to submit Claims  
15 online, by email, or by mail; Orders of the Court pertaining to the Settlement; and  
16 such other information as may be of assistance to Settlement Class Members or  
17 required under the Settlement Agreement.  
18

19 18. The Settlement Administrator is ordered to commence the Notice Plan  
20 within 120 days of the entry of this Order (“Notice Date”). The Notice Program shall  
21 be completed within [\*] days of the Notice Date.  
22

23 19. The Settlement Administrator shall provide the Opt-Out List to Class  
24 Counsel and counsel for the Defendants by no later than ten (10) days after the Opt-  
25 Out and Objection Deadline.  
26

27 20. The Settlement Administrator shall provide Class Counsel an affidavit  
28 attesting to the completeness and accuracy of the Opt-Out List, which shall be filed

1 by Class Counsel no later than fourteen (14) days prior to the Fairness Hearing.

2 21. The Settlement Administrator shall notify the appropriate state and federal  
3 officials of the Settlement Agreement pursuant to the Class Action Fairness Act, 28,  
4 U.S.C. § 1715 (“CAFA”) on or before \_\_\_\_\_, 2022 (ten (10) days after filing of the  
5 Settlement Agreement with the Court). Within fifteen (15) days after the Notice Date,  
6 the Settlement Administrator shall provide a declaration to the Court attesting to the  
7 measures undertaken to provide notice as directed by CAFA.  
8

9 22. Stay Pending Final Approval. Pending final determination of whether the  
10 Settlement should be approved, all discovery and all proceedings in the Litigation  
11 unrelated to the approval of the Settlement are stayed.  
12

13 23. Preliminary Injunction. Pending final determination of whether the  
14 Settlement should be approved, all Settlement Class Members are preliminarily  
15 enjoined unless and until they have timely and properly excluded themselves from the  
16 Settlement Class from (i) filing, commencing, prosecuting, intervening in, or  
17 participating as plaintiff, claimant, or class member in any other lawsuit or  
18 administrative, regulatory, arbitration, or other proceeding in any jurisdiction based  
19 on, relating to, or arising out of the claims and causes of action or the facts and  
20 circumstances giving rise to the Litigation and/or the Released Claims; (ii) filing,  
21 commencing, participating in, or prosecuting a lawsuit or administrative, regulatory,  
22 arbitration, or other proceeding as a class action on behalf of any member of the  
23 Settlement Class who has not timely excluded himself or herself (including by seeking  
24 to amend a pending complaint to include class allegations or seeking class certification  
25 in a pending action), based on, relating to, or arising out of the claims and causes of  
26 action or the facts and circumstances giving rise to the Litigation and/or the Released  
27  
28

1 Claims; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit  
2 or administrative, regulatory, arbitration, or other proceeding based on, relating to, or  
3 arising out of the claims and causes of action or the facts and circumstances giving  
4 rise to the Litigation and/or the Released Claims. Any Person who knowingly violates  
5 such injunction shall pay the attorneys' fees and costs incurred by Defendants, any  
6 other Released Person, and Class Counsel as a result of the violation. This provision  
7 does not prevent members of the Settlement Class from participating in any action or  
8 investigation initiated by a state or federal agency.  
9

10 24. Termination of Settlement. This Order shall become null and void and  
11 shall be without prejudice to the rights of the Parties, all of whom shall be restored to  
12 their respective positions existing immediately before this Court entered this Order, if  
13 the Settlement is terminated in accordance with the Settlement Agreement.  
14

15 25. Use of Order. This Order and any filings or proceedings associated with  
16 this Order or the Settlement shall not be used by any Party as, or offered or received  
17 as evidence of, a presumption, concession, or an admission of liability or of the  
18 suitability of the Litigation or any part of it for class treatment in any litigation  
19 (including any arbitration or other adversarial process), hearing, or trial; provided,  
20 however, that reference may be made to the Settlement Agreement and the Settlement  
21 provided for therein solely as may be necessary to effectuate the Settlement  
22 Agreement.  
23

24 26. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby  
25 authorized to use all reasonable procedures in connection with approval and  
26 administration of the Settlement that are not materially inconsistent with this Order or  
27 the Settlement Agreement, including making, without further approval of the Court,  
28



changes to the form or content of the Class Notice and Claim Forms and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Settlement Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the Settlement Class.

27. Schedule of Future Events. The following are the deadlines by which certain events must occur:

[DATE]	Placeholder date for Order granting preliminary approval (provided for the Court's ease in calculating dates)
[DATE] [10 days after filing the Settlement Agreement with the Court]	Deadline to serve Class Action Fairness Act notice required by 28 U.S.C. § 1715
[DATE] [120 days from the date of the Order granting preliminary approval]	Date for Commencement of Notice ("Notice Date")
[DATE] [14 days before Fairness Hearing]	Deadline for Settlement Administrator to provide a declaration to the Court attesting to the measures undertaken to provide notice as directed by CAFA
[DATE] [30 days after Notice Date]	Deadline for Plaintiffs' Motion and Memorandum in Support of Final Approval, including responses to any objections
[DATE] [30 days after Notice Date]	Deadline to file Motion for Attorneys' Fees and Service Award
[DATE] [30 days after Deadline to file Motion for Attorneys' Fees and Service Award]	Deadline for Opposition to Motion for Attorneys' Fees and Service Award
[DATE] [45 days after the Notice Date]	Opt-Out and Objection Deadline
[DATE] [14 days after the Opt-Out and Objection Deadline]	Deadline for Plaintiffs' response to any objections

Exhibit D- Proposed Preliminary Approval and Class Certification Order

1 [DATE] [14 days prior to Fairness Hearing]	Deadline for Settlement Administrator to provide the Opt-Out List to Class Counsel and counsel for Defendants
2 [DATE] [at least 90 days after Notice Date]	Fairness Hearing

6 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

9 \_\_\_\_\_  
10 Hon. Stanley Blumenfeld, Jr.  
11 United States District Judge

# Exhibit E

HYUNDAI AND KIA ABS MODULE LITIGATION  
SETTLEMENT AGREEMENT

LIST OF RELATED ACTIONS

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## Exhibit D

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

525 UNIVERSITY AVENUE  
PALO ALTO, CALIFORNIA 94301

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MICHAEL.MINAHAN@SKADDEN.COM

FIRM/AFFILIATE OFFICES

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PARIS  
SÃO PAULO  
SEOUL  
SHANGHAI  
SINGAPORE  
TOKYO  
TORONTO

**CONFIDENTIAL**

December 27, 2022

**Via Email**

Rachel E. Fitzpatrick  
Hagens Berman Sobol Shapiro LLP  
11 West Jefferson Street, Suite 1000  
Phoenix, AZ 85003

Re: *Zakikhani, et al. v. Hyundai Motor Company, et al.*  
(Case No. 8:20-cv-01584)

Dear Rachel:

We write on behalf of our clients, Hyundai Motor America (“HMA”) and Kia America, Inc. (“KA”), in response to your letter dated October 28, 2022, seeking information for your experts’ valuation of the class settlement.

HMA and KA are willing to provide you with some of the information you have requested, but many of your requests are overbroad and unduly burdensome, and exceed the scope of what is necessary for a valuation of the class settlement. For example, it is unclear to HMA and KA why your experts would need individual



Rachel E. Fitzpatrick  
December 27, 2022  
Page 2

**CONFIDENTIAL**

customer information (such as Vehicle Identification Numbers, vehicle models and years, and locations) to perform a valuation. It is also unclear why a valuation would require your experts to consider the individual components (and their part numbers) that are involved in a recall repair.<sup>1</sup>

Moreover, HMA and KA cannot reasonably provide estimates regarding, for example, how many claims may be received under the Settlement, or how many vehicles will receive a recall repair. Similarly, because HMA and KA do not know the current mileage of all Class Vehicles as of October 21, 2022, it is not possible to determine how many vehicles are still covered by the New Vehicle Limited Warranty, though HMA and KA would expect that most, if not all, Class Vehicles that are five or more model-years old will likely have an expired warranty.

Notwithstanding the foregoing, HMA and KA provide the following information:

	<b>Hyundai</b>	<b>Kia</b>
Total Number of Class Vehicles	1,816,069	1,716,151
Total Number of Class Vehicles That Have Received the Recall Repair	1,047,436	807,563
Labor Rate Paid to Dealers for the Free One-Time Inspection	██████████ (Average)	██████████ (Average)
Cost (Including Parts and Labor) of an ABS Module Repair	██████████ (Average)	Kia is still working to obtain this information.

Please do not hesitate to contact me with any questions.

Respectfully,

*/s/ Michael C. Minahan*

Michael C. Minahan

---

<sup>1</sup> We note, however, that this information is available in the Part 573 Safety Recall Reports for each NHTSA Recall, and was provided to Plaintiffs during discovery. *See, e.g.*, Defendant Hyundai Motor America's Amended Responses and Objections to Plaintiffs' First Set of Interrogatories, Interrogatory No. 4.

Rachel E. Fitzpatrick  
December 27, 2022  
Page 3

**CONFIDENTIAL**

cc: Elizabeth A. Fegan  
Jonathan Lindendorf  
Steve Berman  
Tom Loeser  
Lance A. Etcheverry  
(all via email)

# Exhibit E

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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NEW YORK  
WASHINGTON, D.C.  
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BEIJING  
BRUSSELS  
FRANKFURT  
HONG KONG  
LONDON  
MOSCOW  
MUNICH  
PARIS  
SÃO PAULO  
SEOUL  
SHANGHAI  
SINGAPORE  
TOKYO  
TORONTO

**CONFIDENTIAL**

February 7, 2023

**Via Email**

Rachel E. Fitzpatrick  
Hagens Berman Sobol Shapiro LLP  
11 West Jefferson Street, Suite 1000  
Phoenix, AZ 85003

Re: *Zakikhani, et al. v. Hyundai Motor Company, et al.*  
(Case No. 8:20-cv-01584)

Dear Rachel:

We write on behalf of our client, Kia America, Inc. ("KA"), in further response to your letter dated October 28, 2022, seeking information for your experts' valuation of the class settlement, to provide the following information regarding the cost (including parts and labor) of an ABS module repair.

As you will see, the cost varies depending on the repair, and based on model. Thus, the average cost of repair for each model by respective repair type is provided.

Rachel E. Fitzpatrick  
February 7, 2023  
Page 2

**CONFIDENTIAL**

Model	Repair Description	Average Cost
2017-2019 Cadenza	Multi Fuse and Junction Box Cover Replacement	██████
2016-2018 K900	HECU Fuse and Label Kit Installation	██████
2013-2015 Optima	HECU Current (OK) + Connector Inspection + Service Kit Installation	██████
	HECU Current (NG) + Connector (OK) + HECU Replacement + Service Kit Installation	██████
	HECU Current (NG) + Connector (NG) HECU + Wire Harness Replacement + Service Kit Installation	██████
2006-2010 Sedona	ABS Relay Block Installation	██████
2007-2009 Sorento	ABS Relay Block Installation	██████
2014-2015 Sorento	HECU Current (OK) + Connector Inspection + Service Kit Installation	██████
	HECU Current (NG) + Connector (OK) + HECU Replacement + Service Kit Installation	██████
	HECU Current (NG) + Connector (NG) HECU + Wire Harness Replacement + Service Kit Installation	██████
2008-2009 Sportage	HECU Assembly and Connector Cover Replacement	██████
	HECU Connector Inspection & Cover Replacement	██████
2014-2016 Sportage	HECU Multi-Fuse and Junction Box Cover	██████
2017-2021 Sportage	ABS1/ABS2 30A Fuse Replacement (No EPB)	██████
	ABS1/ABS2 25A Fuse Replacement & ESC S/W Update (w/EPB)	██████
2018-2021 Stinger	Multi-Fuse & Junction Box Cover Installation	██████
	Junction Box HECU Re-Wire	██████

Rachel E. Fitzpatrick  
February 7, 2023  
Page 3

**CONFIDENTIAL**

Please do not hesitate to contact me with any questions.

Respectfully,

*/s/ Michael C. Minahan*

Michael C. Minahan

cc: Elizabeth A. Fegan  
Jonathan Lindendorf  
Steve Berman  
Tom Loeser  
Lance A. Etcheverry  
(all via email)



## Exhibit F

**How much does the Hyundai Platinum Extended Warranty cost?**

Retail Market Value

10 Years or 120,000 Miles

\$0 deductible: \$3875

\$100 deductible: \$3625



Prices may vary by location, model, features, and date of sale.

<https://www.factorywarrantylist.com/hyundai-warranty.html>

**How much does the Kia Platinum Extended Warranty cost?**

Retail Market Value

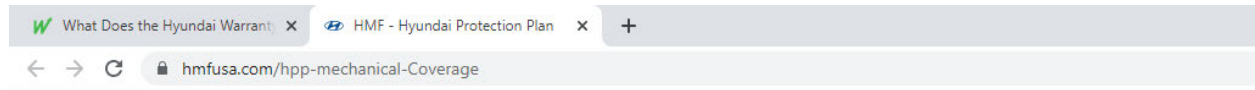
10 Years | 100,000 Miles

\$100 deductible: \$3940



Prices may vary by model, usage, location, and purchase date.

<https://www.factorywarrantylist.com/Kia-warranty.html>



<sup>1</sup>Due to a covered Mechanical Breakdown.

Three available plans

Component Group	Powertrain	Gold	Platinum
Engine	✓	✓	✓
Transmission	✓	✓	✓
Drive Axle	✓	✓	✓
Climate Control		✓	✓
Shocks		✓	✓
Front Suspension		✓	✓
Rear Suspension		✓	✓
Fuel System		✓	✓
Electrical System		✓	✓
Steering			✓
Brakes			✓
CV Boots			✓
Navigation			✓
Audio			✓
High-tech			✓

Contact your [local Hyundai dealer](#) to request additional information and confirm their participation in the Hyundai Protection Plan Program.

# Exhibit G

Average Cost of Replacement:		
Engine	\$ 5,250	25.89%
Transmission	\$ 2,600	12.82%
Drive Axle	\$ 920	4.54%
Climate Control	\$ 2,500	12.33%
Shocks	\$ 775	3.82%
Front Suspension	\$ 1,500	7.40%
Rear Suspension	\$ 1,500	7.40%
Fuel System	\$ 641	3.16%
Electrical System	\$ 1,250	6.17%
Steering	\$ 650	3.21%
Brakes	\$ 500	2.47%
CV Boots	\$ 190	0.94%
Navigation	\$ 625	3.08%
Audio	\$ 450	2.22%
High-tech	\$ 925	4.56%
	\$ 20,276	

#### Screen Shots:

The screenshot shows a Google search interface. The search bar contains the text "cost to replace a cars engine". Below the search bar, there are tabs for Shopping, Videos, Images, Books, Maps, News, Flights, and Finance. The search results show "About 59,500,000 results (0.48 seconds)". The main heading of the result is "between \$4,500 and \$6,000". Below this heading, a paragraph states: "An average traditional gasoline engine will cost **between \$4,500 and \$6,000** to replace with a new engine. Even a used engine may cost you around \$3,000 to \$4,000. In comparison, a new V8 engine will cost you about \$7000."

cost to replace a cars transmission

Shopping Videos Images Books Maps News Flights Finance

About 69,800,000 results (0.52 seconds)

Average transmission repair costs range from **\$300 to \$1,400**. For example, if your manual transmission needs a new clutch, you can reasonably expect to pay around \$800 to \$1,500. On the other hand, transmission replacement is one of the most expensive repairs you can get. Replacements can range from \$1,800 to \$3,400. Oct 10, 2018

cost to replace a cars drive axle

Shopping Images Videos Books Maps News Flights Finance

About 39,500,000 results (0.57 seconds)

On average, replacing one is **around \$880, and \$959 for an axle shaft**. Repairing a front axle is about \$550-\$740, with the rear one approaching \$480-\$550. Luckily you won't have to do this often, and the replacement should last you for a while. Jan 11, 2023

cost to replace a cars climate control system

Shopping Images Videos Books Maps News Flights Finance

About 170,000,000 results (0.60 seconds)

Installing a new AC system in a vehicle that doesn't have any can cost anywhere from **\$1,000-\$4,000 or more**, depending on geographical location and the car's year, make, and model; luxury vehicles are even costlier.



cars shocks - Google

google.com/search?q=cost+to+replace+a+cars+shocks&rlz=1C1CHBF\_enUS970US970&xsrf=AJOqlzXVDuJNP3Opfn


cost to replace a cars shocks

Shopping Images Videos Books Maps News Flights Finance

About 10,900,000 results (0.50 seconds)

## between \$450 and \$1,100

A typical shock and strut replacement can set you back anywhere **between \$450 and \$1,100**. However, keep in mind that this can vary depending on the type of vehicle suspension you have and your location. To begin with, shocks come in several grades, and you get what you pay for. Sep 1, 2022



suspension - Google


google.com/search?q=cost+to+replace+a+cars+Suspension+System&rlz=1C1CHBF\_enUS970US970&xsrf=AJOqlzU

cost to replace a cars Suspension System

Shopping Images Videos Books Maps News Flights Finance

About 142,000,000 results (0.59 seconds)

You can expect to spend between **\$1,000-\$5,000** to repair a suspension. The costs can differ according to the car type, the cost of new parts, the shop you visit, and the difficulty of the replacement. Two main factors impact the car suspension repair cost. Parts: It costs you the majority of the amount.



fuel system: X +

google.com/search?q=cost+to+replace+a+cars+fuel+system&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlzWRQ1k5

cost to replace a cars fuel system X | 🔊 📷 🔍

Shopping Videos Images News Maps Books Flights Finance

About 325,000,000 results (0.57 seconds)

The average cost for a fuel pump replacement is **between \$220 and \$1,062**, depending on vehicle and age. Labor costs are estimated between \$124 and \$260, while parts are priced between \$95 and \$854.

cost to replace a cars electrical system X | 🔊 📷 🔍

Shopping Videos Images Books Maps News Flights Finance

About 240,000,000 results (0.48 seconds)

This repair cost can average **between \$1,000 and \$1,500**, more if the car needs completely rewired. Alternator replacement is another doozy, coming in at an average of \$500, plus labor and materials. Feb 25, 2022

Garden City Iron & Metal

to replace a cars steering sy: X +


google.com/search?q=cost+to+replace+a+cars+steering+system&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlzU7S5Q8RbwEl

Google cost to replace a cars steering system X | 🔊 📷 🔍

Images Shopping Videos Books Maps News Flights Finance

About 99,900,000 results (0.55 seconds)

How much should I expect to pay? While the price of this repair can vary, expect to pay **between \$500 and \$800** to get your power steering pump replaced. Depending on your car, the cost could exceed that price, or fall below it.



cars brake syste x +


google.com/search?q=cost+to+replace+a+cars+brake+system&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlzWwcwla6Lgfy2Lm

cost to replace a cars brake system

Shopping Images Videos Books Maps News Flights Finance

About 143,000,000 results (0.55 seconds)

A single caliper can cost up to \$130 and several will reach prices even higher. A complete brake repair that includes pads, rotors, and calipers typically averages **between \$200 and \$800**.



s cv boots - x +

oogle.com/search?q=cost+to+replace+a+cars+cv+boots&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlzUGtZyohLj4Fer

cost to replace a cars cv boots

Shopping Images Videos Books Maps News Flights Finance

About 30,000,000 results (0.52 seconds)

The national cost for a cv joint boot replacement in 2023 is **between \$114 and \$540** with an average of \$190.

navigation x +

oogle.com/search?q=cost+to+replace+a+cars+navigation+system&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlzW

cost to replace a cars navigation system




Shopping Videos Images Books Maps News Flights Finance

About 406,000,000 results (0.57 seconds)

Price: An aftermarket in-dash nav system can sometimes cost as much as the factory unit. The prices **start around \$250 and can go over \$1,000**, plus at least another \$250 for the installation. Dec 26, 2018

dio syste x +

gle.com/search?q=cost+to+replace+a+cars+audio+system&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlz

cost to replace a cars audio system X |   




Shopping Videos Images Books Maps News Flights Finance

About 336,000,000 results (0.70 seconds)

At Car Stereo City, you could expect to pay as little as **\$400 to \$500** for a complete car audio system package, including our professional installation services, depending on the system you choose. Sep 30, 2020


High-Tech x +

gle.com/search?q=cost+to+replace+a+cars+High-Tech+computer+System&rlz=1C1CHBF\_enUS970US970&sxsrf=AJOqlz

cost to replace a cars High-Tech computer System X |   

Images Shopping Videos News Maps Books Flights Finance

About 285,000,000 results (0.58 seconds)

 GetJerry.com  
https://getjerry.com › Questions

**How much does a car computer replacement cost? - Jerry**

A new car computer will usually cost **between \$850 and \$1000**, but some vehicles' computers can be much costlier. Labor costs for a car computer replacement, on ...

1 answer · Top answer: Your vehicle's computer or engine control module is one of its most imp...

## Exhibit H



SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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SEOUL  
SHANGHAI  
SINGAPORE  
TOKYO  
TORONTO

**CONFIDENTIAL**

March 15, 2023

**Via Email**

Rachel E. Fitzpatrick  
Hagens Berman Sobol Shapiro LLP  
11 West Jefferson Street, Suite 1000  
Phoenix, AZ 85003

Re: *Zakikhani, et al. v. Hyundai Motor Company, et al.*  
(Case No. 8:20-cv-01584)

Dear Rachel:

We write on behalf of our clients, Hyundai Motor America (“HMA”) and Kia America, Inc. (“KA”), in response to your letter dated February 20, 2023, seeking further information for your experts’ valuation of the class settlement.

The information you requested from KA—with the exception of estimates of the average miles driven annually by customers (which neither HMA nor KA possess)—is attached hereto as Attachment A. Information from HMA relating to your



Rachel E. Fitzpatrick  
March 15, 2023  
Page 2

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first request is attached hereto as Attachment B. HMA is working to obtain additional information, which will be provided as soon as possible.

The information in Attachments A and B was obtained from publicly available documentation for the relevant recalls, as well as from HMA's and KA's internal databases.

With regard to the discrepancy between the population totals set forth in my December 2022 letter and the totals identified in the Part 573 Safety Recall Reports, for Kia the discrepancy was caused by accidentally counting the recall populations for 20V-519 and 21V-331 (which are identical) twice.

Please do not hesitate to contact me with any questions.

Respectfully,

*/s/ Michael C. Minahan*

Michael C. Minahan

cc: Elizabeth A. Fegan  
Jonathan Lindendorf  
Steve Berman  
Tom Loeser  
Lance A. Etcheverry  
(all via email)

# Exhibit A

Models	KUS Campaign#	NHTSA ID	Production Range	MY	573 Population (Includes U.S. Territories)	U.S. Population	U.S. Population	Campaign Completions*	Completion Rate	Retails by Calendar Year										
										2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Sportage	SC138	16v815	8/09/2007-5/13/2009	2008	71,704	71,481	35,543	18,935	53.3%											
				2009			35,938	21,829	60.7%											
	SC227	22v051	9/30/2013-11/16/2015	2014	126,277	122,627	33,303	9,220	27.7%											
				2015			43,177	13,015	30.1%											
				2016			46,147	14,088	30.5%											
	SC206	21v137	12/10/2015-10/23/2020	2017	372,251	371,809	107,488	77,001	71.6%											
				2018			73,088	51,180	70.0%											
				2019			67,613	52,193	77.2%											
				2020			96,854	78,037	80.6%											
				2021			26,766	23,258	86.9%											
Sedona	SC186	20v088	6/15/2005-7/15/2009	2006	140,446	139,399	52,241	9,365	17.9%											
				2007			33,015	7,375	22.3%											
				2008			34,158	9,067	26.5%											
				2009			18,742	5,789	30.9%											
				2010			1,243	454	36.5%											
Sorento	SC186	20v088	6/15/2006-12/15/2008	2007	88,383	88,240	31,958	8,391	26.3%											
				2008			43,826	13,587	31.0%											
				2009			12,456	4,180	33.6%											
	SC197	20v519	6/17/2013-12/11/2014	2014	156,567	155,372	59,216	26,025	43.9%											
				2015			96,156	42,962	44.7%											
	SC212	21v331	6/17/2013-12/11/2014	2014	156,567	155,372	59,216	31,241	52.8%											
2015				96,156			51,466	53.5%												
Stinger	SC196	20v518	10/11/2017-11/16/2020	2018	28,200	28,195	7,273	5,525	76.0%											
				2019			12,708	10,556	83.1%											
				2020			5,467	4,525	82.8%											
				2021			2,747	2,358	85.8%											
Optima	SC197	20v519	7/12/2013-10/2/2015	2013	283,803	283,334	23,369	8,751	37.4%											
				2014			91,567	33,884	37.0%											
				2015			168,398	66,096	39.2%											
	SC212	21v331	7/12/2013-10/2/2015	2013	283,803	283,334	23,369	11,015	47.1%											
				2014			91,567	42,163	46.0%											
2015				168,398			77,851	46.2%												
K900	SC227	22v051	4/21/2015-11/6/2017	2016	470	470	241	116	48.1%											
				2017			227	139	61.2%											
				2018			2	2	100.0%											
Cadenza	SC206	21v137	6/2/2016-6/14/2019	2017	7,680	7,674	5,845	4,081	69.8%											
				2018			1,186	878	74.0%											
				2019			643	521	81.0%											

\* As of 2/27/2023 approved Warranty claims.

							Total Retailed		Comments
2016	2017	2018	2019	2020	2021	2022			
							35,543	71,481	
							35,938		
							33,303	122,627	
							43,177		
							46,147	371,482	
							107,485		
							72,783		
							67,613		
							96,835		
							26,766	139,399	
							52,241		
							33,015		
							34,158		
							18,742		
							1,243	88,240	
							31,958		
							43,826	155,371	
							12,456		
							59,216	155,371	
							96,155		
							7,273	28,195	
							12,708		
							5,467	283,334	
							2,747		
							23,369		
							91,567		
							168,398		
							241	470	
							227		
							2	7,639	
							5,838		
							1,158		
							643		

**BRANDED TITLE INFORMATION (BASED ON RECALL QUARTERLY REPORTS)**

**KIA VEHICLES**

<b>KUS Campaign#</b>	<b>NHTSA ID#</b>	<b>Date Last Reported to NHTSA</b>	<b>Scrapped</b>	<b>Stolen</b>	<b>Exported</b>	<b>Other</b>	<b>Total</b>
SC138	16v815	7/17/2018	5,516	59	7	-	5,582
SC186	20v088	4/18/2022	30,635	313	8	-	30,956
SC196	20v518	10/19/2022	160	8	-	-	168
SC197	20v519	10/19/2022	36,626	413	10	-	37,049
SC206	21v137	1/22/2023	11,631	234	7	-	11,872
SC212	21v331	1/22/2023	37,621	401	9	-	38,031
SC227	22v051	1/20/2023	9,099	122	1	-	9,222

# **Exhibit B**



Average Cost of HECU Repair/Replacement								
HMA Recall Number	Model Year Model	Repair Description	TSB Op Time	Avg. Labor Cost (██████)	Avg MU	Part Cost	Avg. Part Cost (\$██████)	Avg. Total Cost
172	2006 Sonata 2006-2011 Azera	PCB Relay Kit Installation	0.3	██████	1.68	██████	██████	██████
188	2007-2010 Elantra 2009-2011 Elantra Touring 2007 Santa Fe 2007-2008 Entourage	PCB Relay Kit Installation	0.3	██████	1.68	██████	██████	██████
194	2013-2015 Santa Fe Sport	HECU Inspection	0.3	██████	1.68	██████	██████	██████
		HECU Inspection and Replacement	1.7	██████	1.68		██████	██████
195	2016-2021 Tucson	HECU Fuse Wiring Rework	0.6	██████	1.68		██████	██████
		HECU Fuse Wiring Rework and ESC Update	0.8	██████	1.68		██████	██████
		Multi-Fuse Reinstallation	0.2	██████	1.68		██████	██████
		Multi-Fuse Reinstallation and ESC Update	0.4	██████	1.68		██████	██████
201	2015-2016 Hyundai Genesis	Fuse Replacement and Label Attachment	0.2	██████	1.68	██████	██████	██████
		HECU Inspection and Multi-Fuse Installation	0.3	██████	1.68		██████	██████
205	2013-2015 Santa Fe Sport	HECU Inspection & Replacement and Multi-Fuse Installation	2	██████	1.68	██████	██████	██████
218	2017-2018 Santa Fe Sport 2016-2018 Santa Fe 2019 Santa Fe XL 2014-2015 Tucson	Multi-Fuse Installation	0.2	██████	1.68	██████	██████	██████
006G	2017-2020 Genesis G80	Fuse Replacement and Label Attachment	0.2	██████	1.68	██████	██████	██████
007G	2019-2021 Genesis G70	Multi-Fuse Repair Kit Installation	0.2	██████	1.68	██████	██████	██████

# Exhibit I

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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SEOUL  
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SINGAPORE  
TOKYO  
TORONTO

**CONFIDENTIAL**

March 16, 2023

**Via Email**

Rachel E. Fitzpatrick  
Hagens Berman Sobol Shapiro LLP  
11 West Jefferson Street, Suite 1000  
Phoenix, AZ 85003

Re: *Zakikhani, et al. v. Hyundai Motor Company, et al.*  
(Case No. 8:20-cv-01584)

Dear Rachel:

We write on behalf of our client, Hyundai Motor America (“HMA”), in further response to your letter dated February 20, 2023, seeking information for your experts’ valuation of the class settlement. Attached hereto as Exhibit A is additional information from HMA that is responsive to your request.

Rachel E. Fitzpatrick  
March 16, 2023  
Page 2

**CONFIDENTIAL**

Please do not hesitate to contact me with any questions.

Respectfully,

*/s/ Michael C. Minahan*

Michael C. Minahan

cc: Elizabeth A. Fegan  
Jonathan Lindendorf  
Steve Berman  
Tom Loeser  
Lance A. Etcheverry  
(all via email)

# **Exhibit A**

NHTSA NO. (Short)	HMA Recall	Recall Completion Rate (as of 3-16-2023)*	Number of Branded or Unregistered Title**
21V-160	006G	81.8%	1,814
21V-161	007G	78.0%	7
18V-026	172	45.2%	40,645
20V-061	188	32.6%	238,601
20V-543	195	84.3%	24,149
21V-160	201	67.7%	6,450
21V-303	205	67.5%	16,210
22V-056	218	49.3%	18,126

\* Collected from AS400 database

\*\*Data provided by I.H.S.



	NHTSA NO. (Short)	HMA Recall Number	NHTSA Website Count*	HMA Count**	Difference (NHTSA – HMA)	Notes
1	21V-160	201	94,646	94,375	271	201 & 006G share same NHTSA No. Recall 201 is inclusive of Recall 006G population.
2	21V-161	007G	552	541	11	
3	18V-026	172	87,854	89,574	-1,720	
4	20V-061	188	476,111	475,808	303	
5	20V-543	195	652,024	651,964	60	
6	21V-160	006G	See line 1	39,821	N/A	Recall 006G population is reported in Recall 201 filing
7	21V-303	205	151,205	150,311	894	
8	22V-056	218	357,348	353,496	3,852	
<b>Provided NHTSA Count</b>			<b>1,803,677</b>		<b>-12,392</b>	
<b>NHTSA Website Count</b>			<b>1,819,740</b>	<b>1,816,069</b>	<b>3,671</b>	Recall populations reported to NHTSA at the time of filing are typically higher because it includes U.S. territory vehicles (Guam, Puerto Rico, Saipan, etc.), whereas HMA's count excludes all U.S. territories.

\* Collected from public NHTSA website

\*\* Collected from AS400 database

# Exhibit 2

DECLARATION OF ELIZABETH A. FEGAN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RAMTIN ZAKIKHANI, KIMBERLY  
ELZINGA, THEODORE MADDOX JR.,  
MICHAEL SUMMA, JACQUELINE  
WASHINGTON, PATTI TALLEY, ANA  
OLACIREGUI, ELAINE PEACOCK,  
MELODY IRISH, and DONNA  
TINSLEY, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR COMPANY,  
HYUNDAI MOTOR AMERICA, KIA  
CORPORATION, and KIA AMERICA,  
INC.,

Defendants.

Case No.: 8:20-cv-01584-SB-JDE

**DECLARATION OF ELIZABETH  
FERNANDEZ REGARDING CLASS  
NOTICE**

Judge: Hon. Stanley Blumenfeld, Jr.

Date: April 21, 2023

Time: 8:30 a.m.

Courtroom: 6C

1 I, Elizabeth Fernandez, declare as follows,

2 1. I am Manager, Settlement Communications and Legal Compliance for  
3 Hyundai Motor America ("HMA"). I am responsible for supervising HMA's  
4 settlement administration responsibilities in the above-referenced matter. The facts  
5 set forth herein are true of my own personal knowledge. If called as a witness, I could  
6 and would competently testify thereto.

7 2. I am familiar with the Parties' Amended Settlement Agreement, dated  
8 October 17, 2022 (the "Settlement Agreement"), and the Court's Order Granting  
9 Motion for Preliminary Approval of Class Action Settlement, dated October 20, 2022  
10 (the "Order") (Dkt. 130). As described below, HMA has disseminated class notice in  
11 a manner consistent with the terms of the Settlement Agreement and the Order.

12 3. Pursuant to and consistent with the Settlement Agreement and the Order,  
13 HMA established the following settlement website: HyundaiHECUSettlement.com  
14 (the "Settlement Website"). The Settlement Website was launched on or about  
15 January 27, 2023. HMA has updated the Settlement Website from time to time since  
16 its launch.

17 4. HMA also created the following toll-free telephone number to field  
18 questions from Class Members: 888-480-2864.

19 5. One of HMA's responsibilities was to mail class notice to all known  
20 Hyundai Class Members. HMA worked with a third-party provider, IHS Automotive  
21 (formerly known as R.L. Polk & Company), to obtain the last known addresses of all  
22 current and former owners and lessees of the Hyundai Class Vehicles from state  
23 DMV registration databases. This process resulted in HMA's receipt of files  
24 containing 3,815,035 records containing the names and last known addresses for  
25 known Hyundai Class Members. These records were run through the National  
26 Change of Address database to obtain the most current and accurate addresses of  
27 Hyundai Class Members prior to mailing.  
28



1           6. As of February 17, 2023, consistent with the Settlement Agreement and  
2 the Order, HMA mailed 3,709,674 class notices via first class mail to Hyundai Class  
3 Members at the addresses obtained through the process summarized above. Class  
4 notice included the above-mentioned toll-free telephone number and referred  
5 Hyundai Class Members to the Settlement Website for purposes of, among other  
6 things, filing a claim online, printing a paper copy of the claim form, and obtaining  
7 detailed information relating to the terms of the Settlement Agreement, relevant  
8 deadlines, and the date of the final approval hearing.

9           7. The number of mailed class notices that have been returned as  
10 undeliverable with no forwarding address is currently unavailable. HMA should  
11 receive this information on or around March 31, 2023. Any class notices that are  
12 returned will be reviewed against HMA's internal customer records for potentially  
13 more current addresses and, where applicable, will be re-mailed to the updated  
14 addresses.


15           8. As of February 17, 2023, consistent with the Settlement Agreement and  
16 the Order, HMA emailed 1,827,456 class notices to Hyundai Class Members at email  
17 addresses obtained from HMA's customer records. The emails contained a copy of  
18 the class notice in the body of the email, as well as the above-mentioned toll-free  
19 telephone number and a hyperlink to the Settlement Website.

20           9. To date, 853,981 emails bounced back as undeliverable.

21           10. To date, HMA has received 100 requests for exclusion from Hyundai  
22 Class Members, and is aware of one potential objector who has not yet submitted an  
23 objection to the Settlement.

24           I declare under penalty of perjury under the laws of the United States of  
25 America that the foregoing facts are true and correct.

26           Executed on March 20, 2023, in Orange, California.

27   
28 Elizabeth Fernandez

# Exhibit 3

DECLARATION OF ELIZABETH A. FEGAN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT



1  
2 **UNITED STATES DISTRICT COURT**  
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 RAMTIN ZAKIKHANI, KIMBERLY  
5 ELZINGA, THEODORE MADDOX JR.,  
6 MICHAEL SUMMA, JACQUELINE  
7 WASHINGTON, PATTI TALLEY, ANA  
8 OLACIREGUI, ELAINE PEACOCK,  
9 MELODY IRISH, and DONNA  
10 TINSLEY, individually and on behalf of  
11 all others similarly situated,

12  
13 Plaintiffs,

14 v.

15 HYUNDAI MOTOR COMPANY,  
16 HYUNDAI MOTOR AMERICA, KIA  
17 CORPORATION, and KIA AMERICA,  
18 INC.,

19 Defendants.

Case No.: 8:20-cv-01584-SB-JDE

**DECLARATION OF AMANDA  
STERNBERG REGARDING CLASS  
NOTICE**

Judge: Hon. Stanley Blumenfeld, Jr.

Date: April 21, 2023

Time: 8:30 a.m.

Courtroom: 6C

1 I, Amanda Sternberg, declare as follows,

2 1. I am a Project Director for Epiq Class Action & Claims Solutions, Inc.  
3 (“Epiq”). I am responsible for supervising Kia America, Inc.’s (“KA”) settlement  
4 administration responsibilities in the above-referenced matter. The facts set forth  
5 herein are true of my own personal knowledge. If called as a witness, I could and  
6 would competently testify thereto.

7 2. I am familiar with the Parties’ Amended Settlement Agreement, dated  
8 October 17, 2022 (the “Settlement Agreement”), and the Court’s Order Granting  
9 Motion for Preliminary Approval of Class Action Settlement, dated October 20, 2022  
10 (the “Order”) (Dkt. 130). As described below, Epiq has disseminated class notice in a  
11 manner consistent with the terms of the Settlement Agreement and the Order.

12 3. Pursuant to and consistent with the Settlement Agreement and the Order,  
13 Epiq established the following settlement website: KiaHECUSettlement.com (the  
14 “Settlement Website”). The Settlement Website was launched on or about  
15 February 16, 2023. Epiq has updated the Settlement Website from time to time since  
16 its launch.

17 4. Epiq also created the following toll-free telephone number to field  
18 questions from Class Members: 1-800-572-1168.

19 5. One of Epiq’s responsibilities was to mail and/or email class notice to all  
20 known Kia Class Members. Epiq worked with a third-party provider, IHS  
21 Automotive (formerly known as R.L. Polk & Company), to obtain the last known  
22 addresses of all current and former owners and lessees of the Kia Class Vehicles from  
23 state DMV registration databases.

24 6. On September 12, 2022, KA provided Epiq with seven electronic files  
25 for the Kia Class Vehicles. The files contained 2,741,145 total records consisting of  
26 Kia Class Vehicle VINs, and data identifying owners by name and address (the “KA  
27 Data”).  
28

1           7.     Between September 12, 2022, and November 8, 2022, pursuant to an  
2 agreement with IHS Automotive to purchase the known names and addresses of the  
3 Kia Class Vehicles' owners and lessees for the VINs provided in the KA Data, Epiq  
4 received eleven (11) files from IHS Automotive with 2,770,873 records (the "IHS  
5 Data") containing the names and last known addresses for known Kia Class  
6 Members.

7           8.     Epiq analyzed the KA Data and IHS Data to remove duplicate records  
8 where possible and to standardize contact information in order to provide individual  
9 notice to virtually all potential Kia Class Members. When the KA Data matched the  
10 IHS Data according to the VIN, name, and address, only one record was created.  
11 When the KA Data did not match the IHS Data, a separate record was created for  
12 noticing purposes. Ultimately, 4,567,995 records were loaded into the database Epiq  
13 created for noticing purposes. These records were run through the National Change of  
14 Address database to obtain the most current and accurate addresses of Kia Class  
15 Members prior to mailing.

16           9.     On February 10, 2023, KA provided Epiq with a separate list of 12,055  
17 VINs corresponding to vehicles registered in US Territories. Epiq provided this list to  
18 IHS Automotive on February 10, 2023. IHS Automotive returned 16,583 records  
19 from this additional data (the "Additional Class Data").

20           10.    For any identified records in the Additional Class Data where there were  
21 two or more records with the same name and address combination, Epiq mailed that  
22 combination only one class notice. Class notices were not mailed to any record  
23 containing KA's corporate address.

24           11.    As of March 10, 2023, consistent with the Settlement Agreement and the  
25 Order, Epiq mailed 3,296,598 class notices via first class mail to Kia Class Members  
26 at the addresses obtained through the process summarized above. Class notice  
27 included the above-mentioned toll-free telephone number and referred Kia Class  
28 Members to the Settlement Website for purposes of, among other things, filing a

1 claim online, printing a paper copy of the claim form, and obtaining detailed  
2 information relating to the terms of the Settlement Agreement, relevant deadlines,  
3 and the date of the final approval hearing.

4 12. To date, 205,566 of the mailed class notices have been returned as  
5 undeliverable with no forwarding address.

6 13. As of March 10, 2023, consistent with the Settlement Agreement and the  
7 Order, Epiq emailed 1,437,841 class notices to Kia Class Members at email addresses  
8 obtained from KA's customer records. The emails contained a copy of the class  
9 notice in the body of the email, as well as the above-mentioned toll-free telephone  
10 number and a hyperlink to the Settlement Website.

11 14. To date, email notices associated with 704,121 Kia Class Member  
12 records bounced back as undeliverable.

13 15. To date, Epiq has received 72 requests for exclusion. Epiq is currently  
14 unaware of any objections to the Settlement from Kia Class Members.

15 I declare under penalty of perjury under the laws of the United States of  
16 America that the foregoing facts are true and correct.

17 Executed on March 17, 2023, in Kent, Washington.

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20 Amanda Sternberg  
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