APPENDIX

TABLE OF APPENDICES

Page

EXHIBIT A - Appellate Court decision sought to be reviewed A-2

EXHIBIT B - Order dated February 26, 2026, denying en banc rehearing by Ninth Circuit A-7

EXHIBIT C - Order dated October 1, 2024, granting Plaintiffs Motion for Final Approval of Settlement A-9

EXHIBIT D - Order dated November 19, 2024, of District Court denying Objectors Motion to Reconsider..... A-49

EXHIBIT E - Amended Settlement Agreement dated July 20, 2023, approved by the District Court and Ninth Circuit Appellate Court including the Notice to Class Members A-56

EXHIBIT F - Title 49 Chapter V Part 571 Subpart B 571.114 ..... A-127

EXHIBIT G - 49 U.S.C. § 30115 - Certification of Compliance..... A-130

EXHIBIT H - 49 U.S.C. § 30165 - Civil Penalty U.S..... A-133

EXHIBIT I - 49 CFR § 578.6 Civil penalties for violations of specified provisions of Title 49 of the United States Code A-137

EXHIBIT A

Appellate Court decision filed Jan 8 2026
sought to be reviewed

NOT FOR PUBLICATION

FILED

JAN 8 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

PLAINTIFFS' CONSUMER CLASS, Plaintiff - Appellee, DONALD K. BIRNER, Objector - Appellant, v. HYUNDAI MOTOR COMPANY; KIA CORPORATION, Defendants - Appellees.	No. 24-7080 D.C. No. 8:22-ml-03052-JVS-KES MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
James V. Selna, District Judge, Presiding

Argued and Submitted November 19, 2025
Pasadena, California

Before: WARDLAW, BERZON, and MILLER, Circuit Judges.

Objector-appellant Donald Birner appeals from the district court's order granting final approval of a class action settlement concerning allegations that

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

certain Hyundai and Kia vehicles were defectively designed and thus vulnerable to theft. We have jurisdiction under 28 U.S.C. § 1291, and we affirm.

A class action settlement must be fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). We review the district court's approval of a pre-certification settlement for clear abuse of discretion. *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1043 (9th Cir. 2019). "[T]he district court must show it has explored comprehensively all [Rule 23(e)(2)] factors, and must give a reasoned response to all non-frivolous objections." *Allen v. Bedolla*, 787 F.3d 1218, 1223–24 (9th Cir. 2015) (quoting *Dennis v. Kellogg Co.*, 697 F.3d 858, 864 (9th Cir. 2012)).

1. Birner argues that the district court abused its discretion by approving the settlement. The theme of his arguments is that the settlement amount is too low given the strength, in his estimation, of the class plaintiffs' case against Kia and Hyundai. We examine "the settlement taken as a whole, rather than the individual component parts," for overall fairness. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). Because "the very essence of a settlement is compromise," it is "not to be judged against a hypothetical or speculative measure of what *might* have been achieved by the negotiators." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (quoting *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624, 625 (9th Cir. 1982)) (alteration in original).

The district court considered each of the required Rule 23(e)(2) factors and specifically addressed Birner's objections. The court correctly concluded that Birner's arguments were largely unsupported by the record. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 568 (9th Cir. 2019) (en banc) (rejecting settlement objection for which objectors "cite no evidence"). The district court also correctly recognized that novel and untested aspects of plaintiffs' theory justified the litigation discount and the caps placed on class members' relief. Thus, the district court did not abuse its discretion by concluding the settlement was fair, reasonable, and adequate.

2. Birner's remaining objections fail either because he did not raise them in the proceedings below or because he lacks standing. For example, Birner argues that plaintiffs unknowingly overpaid for defective vehicles and defendants were thereby unjustly enriched. But Birner forfeited this argument, and others, by not raising them in his objection before the district court.

For a class action objector to have standing to make an argument, he "must seek relief for an injury that affects him in a 'personal and individual way.'" *Hollingsworth v. Perry*, 570 U.S. 693, 705 (2013) (quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 n.1 (1992)); *see also In re First Cap. Holdings Corp. Fin. Prods. Sec. Litig.*, 33 F.3d 29, 30 (9th Cir. 1994). Because Birner does not claim to have incurred a covered loss that was reimbursed by his insurer, he lacks

standing to challenge the settlement on the ground that it fails to compensate class members whose losses have already been compensated by insurers.

AFFIRMED.

EXHIBIT B

Order dated February 26, 2026, denying en banc rehearing by Ninth Circuit

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

FEB 26 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

PLAINTIFFS' CONSUMER CLASS,

Plaintiff - Appellee,

Mr. DONALD K. BIRNER,

Objector - Appellant,

v.

HYUNDAI MOTOR COMPANY and KIA CORPORATION,

Defendants - Appellees.

No. 24-7080

D.C. No.
8:22-ml-03052-JVS-KES
Central District of California,
Santa Ana

ORDER

Before: WARDLAW, BERZON, and MILLER, Circuit Judges.

The panel has voted to deny appellant's petition for rehearing en banc (Dkt. No. 74). The full court has been advised of the petition for rehearing en banc, and no judge has requested a vote on whether to rehear the matter en banc. Fed. R. App. P. 40.

The petition for rehearing en banc is DENIED. The motion (Dkt. No. 75) to stay or clarify the mandate issued in consolidated case No. 24-7185 is DENIED as moot.

EXHIBIT C

District Court Order dated October 1, 2024, granting
Plaintiffs Motion for Final Approval of Settlement

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 8:22-ml-03052-JVS (KESx) Date October 1, 2024

Title In re Kia Hyundai Vehicle Theft Litigation

Present: The Honorable **James V. Selna, U.S. District Court Judge**

Elsa Vargas	Not Present
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
Not Present	Not Present

Proceedings: **[IN CHAMBERS] Order Regarding Motion for Final Approval of Class Action Settlement [376]**

Before the Court is Consumer Class Plaintiffs[1] ("Plaintiffs") move for final approval of their class action settlement ("Settlement"). (Mot., Dkt. No. 376.) Defendants Hyundai Motor Company ("HMC"), Hyundai Motor America ("HMA"), KIA Corporation ("KC"), and KIA America, Inc. ("KA") (collectively "Defendants") filed a statement of non-opposition. (Dkt. No. 467.) Plaintiffs filed a reply brief addressing the objections. (Reply, Dkt. No. 466.)

For the following reasons, the Court **GRANTS** Plaintiffs' Motion for final approval of the Settlement.

I. BACKGROUND

The background of this case is well-known to the parties and detailed in the Court's prior orders regarding preliminary approval of the Settlement. (See Order Denying Motion for Preliminary Settlement Approval, Dkt. No. 200; Order Granting Motion for Preliminary Settlement Approval, Dkt. No. 259.) The Court recites the underlying facts as necessary to support its Order.

After this Court preliminarily approved the Settlement, Hyundai, and the Claims Administrator, Angeion, provided Notice to the Class in accordance with the Settlement

[1] The eighty-five named plaintiffs identified in pages 10–194 of the consolidated Amended Class Action Complaint ("ACAC."). (See Dkt. No. 84 at 10–194.)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 8:22-ml-03052-JVS (KESx) Date October 1, 2024

Title In re Kia Hyundai Vehicle Theft Litigation

Agreement. (Joint Declaration of Class Leadership Counsel ("Leadership Decl."), Dkt. No. 378, ¶¶ 44–50; Declaration of Steven Platt ("Platt Decl."), Dkt. No. 378, Ex. 18; Declaration of Elizabeth Fernandez ("Fernandez Decl."), Dkt. No. 378, Ex. 19.) In total, 17,969,123 first-class mail notices were sent out to Class Members. (Fernandez Decl. ¶¶ 7–8; Platt Decl. ¶ 13.) Hyundai sent out 10,834,388 first-class notices, and Angeion sent out 7,134,735. (Fernandez Decl. ¶¶ 7–8; Platt Decl. ¶ 13.) Additionally, an email notice containing a copy of the Class Notice in the body of the email, links to the settlement website, and the Claims Administrator's phone number was sent to 14,090,529 email addresses. (Platt Decl. ¶ 16.) Angeion also established Settlement-dedicated phone lines to field Class member inquiries regarding the Settlement. (Id. ¶ 9.) Angeion launched the Settlement websites, KiaTheftSettlement.com and HyundaiTheftSettlement.com, on about February 9, 2024. (Id. ¶ 4.) On March 4, 2024, Angeion issued a national press release providing notice of the Settlement, and Angeion had four more national press releases scheduled. (Id. ¶ 18.) As of April 16, 2024, HyundaiTheftSettlement.com tracked a total of 192,149 unique users who registered 505,184 page views, and KiaTheftSettlement.com tracked 295,607 unique users who registered 723,598 page views. (Id. ¶ 7.) And Class Counsel responded to at least 450 individual Class member inquiries since February 17, 2024. (Joint Reply Declaration of Class Leadership Counsel ("Leadership Reply Decl."), Dkt. No. 466-1, ¶ 3.)

On May 18, 2023, Plaintiffs served Defendants with their first set of Requests for Production, which sought documents relating to Defendants' investigation about the theft risk in Class Vehicles, Defendants' interactions with the National Highway Traffic Safety Administration ("NHTSA") concerning the alleged Defect, the development and efficacy of the Software Upgrade, insurance coverage for Class Vehicles, and Defendants' efforts to mitigate the risk of theft in Class Vehicles. (Leadership Decl. ¶ 37.) On December 13, 2023, Plaintiffs served their second set of Requests for Production, which sought documents relating to Defendants' analyses concerning the efficacy of the Software Upgrade and analyses performed by Defendants' expert, James Smith. (Id. ¶ 38.) Plaintiffs' also interviewed James Smith. (Id. ¶ 40.) The interview focused on the following: Defendants' development of the Software Upgrade, a technical analysis of the Software Upgrade and how it operates, incidents of Class Vehicle thefts that had the Software Upgrade installed, Defendants' roll-out of the Software Upgrade, and anti-theft devices available to Class Vehicles that are not eligible for the Software Upgrade. (Id.) Plaintiffs continued to conduct independent investigations concerning the Software Upgrade's efficacy. (Id. ¶ 41.) Plaintiffs also monitored the theft rate and

theft methods reported since the Settlement was preliminarily approved and the Software Update was made available to Class members, spoke with Class members relating to the Software Upgrade's effectiveness, and analyzed alleged insurance coverage pricing trends for Class Vehicles. (Id. ¶¶ 41–42.)

The deadline for objections and opt-outs was May 3, 2024. (Dkt. No. 256, ¶ 46.) Class members who did not opt-out have until at least January 11, 2025 to submit claims for reimbursements. As of June 17, 2024, Class Counsel received a total of 89 objections. (See Dkt. Nos. 461–464.) And about 6,462 requests for exclusion were submitted. (Leadership Reply Decl. ¶ 14.)

II. LEGAL STANDARD

Under Rule 23(e)(2) if the proposed settlement would bind class members, the Court may approve it only after a hearing and only on finding that it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). "Courts reviewing class action settlements must 'ensure[] that unnamed class members are protected from unjust or unfair settlements affecting their rights,' while also accounting for 'the strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.'" Campbell v. Facebook, Inc., 951 F.3d 1106, 1121 (9th Cir. 2020) (quoting In re Hyundai & Kia Fuel Econ. Litig., 926 F.3d 539, 556 (9th Cir. 2019) (en banc) (internal quotation marks omitted)).

When evaluating the fairness of a class action settlement, the Court must consider the following factors:

> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
> (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Before the revisions to the Federal Rule of Civil Procedure 23(e), the Ninth Circuit had developed its own list of factors to be considered. See e.g., In re Bluetooth Headset Products Liab. Litig., 654 F.3d 935, 964 (9th Cir. 2011) (citing Churchill Vill., L.L.C. v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004)). The revised Rule 23 "directs the parties to present [their] settlement to the court in terms of [this new] shorter list of core concerns[.]" Fed. R. Civ. P. 23(e)(2), 2018 Advisory Committee Notes. "The goal of [amended Rule 23(e)] is . . . to focus the [district] court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Id.

A "higher standard of fairness" applies when, like here, parties settle a case before the district court has formally certified a litigation class. See Campbell v. Facebook, Inc., 951 F.3d at 1121 (citing Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)). In such cases, "[t]he dangers of collusion between class counsel and the defendant, as well as the need for additional protections when the settlement is not negotiated by a court-designated class representative, weigh in favor of a more probing inquiry than may normally be required under Rule 23(e)." Id. (quoting Hanlon, 150 F.3d at 1026).

III. DISCUSSION

As a preliminary matter, Plaintiffs argue that the Court should reject thirty-six objections for failure to adhere to the Court's requirements. (Reply at 5; Long Form Notice, Dkt. No. 378-1, Ex. A, at 13–14.) Specifically, Plaintiffs contend that twelve objectors failed to include the model year and VIN of their Class Vehicles, seven objectors sent their objections by email only, four objectors failed to provide their address, six objectors failed to list the case caption, fifteen objectors failed to state whether they intended to appear at the Final Approval Hearing, ten objectors submitted unsigned objections, and twelve objectors submitted undated objections. (Reply at 5–6 (citing Dkt. Nos. 461–464, Exs. 1, 7, 9, 12, 14–15, 17, 20–23, 25, 36, 40, 42, 45–46, 50, 54, 58–59, 64–65, 67–68, 73–79, 87, 89).) As Plaintiffs assert, the Court maintains discretion when deciding whether to overrule procedurally improper objections. (Reply

at 6 (citing Moore v. PetSmart, Inc., 728 Fed. Appx. 671, 673 (9th Cir. 2018)).) Because the Court finds that such procedural deficiencies can be easily rectified, it declines to sustain the Plaintiffs' objections and will consider the objectors' positions. Plaintiffs also argue that one objection should be overruled because it was submitted after the objection deadline. (Reply at 6 (citing Dkt. No. 461, Ex. 23).) However, the date listed on the objection is May 3, 2024, which was the deadline for objections and opt-outs. (See Dkt. No. 461, Ex. 23.) Because the objection seems to have been filed on the deadline, the Court declines to overrule it as procedurally deficient. Plaintiffs further argue that one objection was submitted by a non-Class member. (Reply at 6 (citing Dkt. No. 464, Ex. 88).) The objector acknowledges that he is not covered by the Settlement. (See Dkt. No. 464, Ex. 88 ("I own a 2011 kia optima sxt with a push start. According to the criteria, and the push start, it appears I am not included in the settlement.").) Because this objection was filed by a non-Class member, the Court **SUSTAINS** the Plaintiffs' objection as to this specific objector. However, for reasons previously stated, the Court **OVERRULES** the Plaintiffs' other objections.

Additionally, Plaintiffs argue that Ruth Rubin's ("Rubin") objection should be overruled because she failed to disclose that her husband, Kenneth Rubin, is a partner at one of the law firms representing her. (Reply at 7 (citing Objection of Ruth Rubin ("Rubin Objection"), Dkt. No. 371).) According to Plaintiffs, this familial relationship "reflect[s] improper motivations for the objection." (Id. (citing unpublished, out-of-circuit district court cases).) The Court declines to reject Rubin's objection on this basis. Plaintiffs also contend that Rubin's objection "failed to disclose that her husband has a personal financial stake in the claim given that joint funds were used to purchase the Class Vehicle and pay insurance premiums." (Id.) But the Court declines to reject Rubin's objection for this reason as well. The Court also declines to reject Rubin's objection on the basis that the law firm representing her used misleading statements to Class members to entice them to opt-out. (Id. at 8.) Contrary to Plaintiffs' assertion and as discussed more fully below, the law firm correctly points out that Settlement does not provide Class members who did not suffer a theft or theft attempt with compensation for increased insurance premiums or their vehicle's diminution in value.

A. Whether the Settlement is Fair, Adequate, and Reasonable

The Court adopts the reasoning in its prior orders evaluating the Settlement's fairness in consideration of the factors in Federal Rule of Civil Procedure 23(e)(2). (See

generally Order Denying Motion for Preliminary Settlement Approval; Order Granting Motion for Preliminary Settlement Approval.) The Court now turns to the objections submitted by the Class members.

1. The $145 Million Common Fund

Several Class members object to the Settlement because they believe the non-reversionary Common Fund of $145 million is insufficient. (See Dkt. Nos. 461, 463–464, Exs. 4, 15, 23, 63, 77, 84.) These objectors argue that the fund should be uncapped, provide billions of dollars in compensation, and that Defendants should be "fully liable" for all alleged losses. (See, e.g., Dkt. No. 461, Ex. 15 ("The settlement amount should be increased to at least One Billion dollars for indescribable damages and unidentified consumers."); Dkt. No. 461, Ex. 23 ("[T]he $145,000,000 - $200,000,000 settlement will not adequately compensate all Hyundai and Kia owners affected."); Dkt. No. 463, Ex. 63 ("[T]he fund needs to be significantly larger. As a regular consumer/victim, I do not have access to the full scope of losses nationwide but anticipate covered victim losses to be in the billions. To ensure reasonable restitution to the victims occur, the fund should not have a limit as the payout amounts to victims are already significantly limited in a reasonable way in which both the victims (purchases of the vehicles) and manufacturer (Kia/Hyundai) share some of the losses."); Dkt. No. 464, Ex. 77 ("[Y]our Honor, this huge company Kia is wanting to save their own hind parts by only giving us the victims the bare minimum. When in fact they are fully liable to pay the full amount owed not only to myself but to the other victims who were unfortunately impacted by Kia's negligence to take full responsibility for their own actions.").)

In response, Plaintiffs assert that "the Common Fund is a tremendous result for the Class, especially given the risks facing Plaintiffs' somewhat novel claims." (Reply at 10.) To support their position, Plaintiffs rely on expert Edward M. Stockton's ("Stockton") "conservative analysis of potential Settlement claims revealing that, when applying the 40% litigation risk discount, the $145 million Common Fund should suffice." (Id. (citing Declaration of Edward M. Stockton ("Stockton Decl."), Dkt. No. 228, Ex. 2, ¶ 46 ("If we conservatively assume a 20% claims rate, an average claim of $5,500, and that approximately 225,000 Class Vehicles have been stolen, the fund needed to pay all these claims would be approximately $247,500,000. Applying Class Counsel's 40% risk discount, this results in $148,200,000, which approximates the

$145,000,000 Common Fund ceiling. Again, these figures are likely conservative, as it is reasonable to assume
that many recovered theft vehicles suffered little physical damage beyond damage to the steering column.").) In its prior orders, the Court found that a 40% decrease and Stockton's expert loss calculation were reasonable. (Order Denying Motion for Preliminary Settlement Approval at 26; Order Granting Motion for Preliminary Settlement Approval at 4–7.) And no objector has sufficiently rebutted Stockton's expert testimony. Thus, the Court **OVERRULES** the objections that the $145 Common Fund is insufficient. See Aarons v. BMW of N. Am., LLC, No. 11-7667, 2014 WL 4090564, at *12 (C.D. Cal. Apr. 29, 2014) ("The Court is conscious that the settlement will not make most Class members completely whole. But that is the nature of a settlement. [Defendant] denies any liability, but will nonetheless pay millions of dollars to Class members. In turn, the Class members will discount their claims to obtain a certain and timely recovery, rather than bear the significant risk and delay associated with further litigation."); Zakikhani v. Hyundai Motor Co., No. 20-cv-01584, 2023 U.S. Dist. LEXIS 123158, at *22 (C.D. Cal. May 5, 2023) ("An objection that merely argues that the settlement terms for Class Members could have been better 'does not mean the settlement [is] not fair, reasonable or adequate.'" (quoting Hanlon, 150 F.3d at 1027)); Asghari v. Volkswagen Grp. of Am., Inc., No. 13-02529, 2015 U.S. Dist. LEXIS 188824, at *73 (C.D. Cal. May 29, 2015) ("As an initial matter, the mere fact that the benefits provided under the settlement agreement will not make all class members 'whole,' and/or the possibility that a 'better' settlement might have been reached, do not provide a sufficient basis upon which to conclude that the settlement agreement is unfair." (citing Hanlon, 150 F.3d at 1027)); In re MacBook Keyboard Litig., No. 18-cv-02813, 2023 WL 3688452, at *10 (N.D. Cal. May 25, 2023) ("[A]ny settlement necessarily involves some line-drawing, and full compensation is not a prerequisite for a fair settlement." (internal quotation marks and citation omitted)).

Moreover, Donald K. Birner ("Birner") objects to the Settlement because "[a]ll of the cash payments are not stated as any sum certain or guaranteed minimum," and "cash payments are subject to pro-rata decreases and provide no guarantees." (Objection of Donald K. Birner ("Birner Objection"), Dkt. No. 407, at 2.) First, Plaintiffs correctly point out that "several categories of reimbursement are not being paid from the Common Fund, so they are not subject to potential pro-rata decreases." (Reply at 11; see also Long Form Notice at 4–5 ("For Class Vehicles not eligible for the Software Upgrade, the Settlement offers reimbursement up to $300 for Class Members' purchase and/or

installation of a steering wheel lock, glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft (a 'Qualifying Purchase'). . . . These Settlement benefits are not capped overall to the Class and will be paid by Defendants separately from the Common Fund identified below.").) Moreover, Birner's objection "ignores that cash payments are based on actual out-of-pocket expenses incurred by Class Members and that it is not appropriate or even possible to state guaranteed minimum amounts in a manner that applies Class-wide." (Reply at 11.) Birner also claims that the Settlement includes "indirect constructive reversion" of a portion of the Common Fund because "the plan in its present form is structured to give defendants unbridled discretion to prorate" claims. (Birner Objection at 15.) But as stated in the ASA, the Settlement only allows pro-rata decreases if the value of approved claims exceeds $145 million. (ASA, Dkt. No. 378-1, §§ II.D.6–7.) Thus, the Court **OVERRULES** these objections.

Birner and Jhaza Tanner ("Tanner") also object to the Settlement because it does not account for punitive damages. (Birner Objection at 4–5; Dkt. No. 464, Ex. 76.) But punitive damages are not considered in determining the fairness of a proposed class action Settlement, and no objector has shown that punitive damages are available under the various statutes that Plaintiffs have sued under. See, e.g., Clark v. Superior Ct., 50 Cal. 4th 605, 610 (2010) (holding that punitive damages are not available under California's Unfair Competition Law); Rollins, Inc. v. Heller, 454 So.2d 580, 585 (Fla. Ct. App.1984) (holding that punitive damages are not available under Florida's Deceptive and Unfair Trade Practices Act). Moreover, Birner and Tanner have not cited any case where punitive damages were actually awarded. Nor have Birner or Tanner sufficiently demonstrated that Defendants' conduct here warrants a punitive damages award. See In re Tracfone Unlimited Serv. Plan Litig., 112 F. Supp. 3d 993, 1004 (N.D. Cal. 2015) ("And while punitive damages can theoretically be awarded under the CLRA, Birner has not cited any CLRA case where such damages were actually awarded, nor has Birner sufficiently demonstrated that [Defendant]'s conduct here would warrant a punitive damages award under the CLRA."). Accordingly, the Court **OVERRULES** this objection.

2. The $375 Claim Cap on Insurance-Related Expenses for Class Members who Experienced a Theft or Theft Attempt

Class members object to the Settlement's $375-per-claim cap for paid insurance

deductibles and increased insurance premiums for policies that include theft coverage resulting from a Qualifying Theft or Qualifying Theft Attempt. (Dkt. Nos. 461–464, Exs. 1, 3, 6–7, 16–18, 20, 27, 40, 43, 51, 54–56, 58, 64, 71, 84; Birner Objection.) Most objectors argue that the $375 cap does not cover all of their insurance expenses following a Qualifying Theft or Qualifying Theft Attempt. (See, e.g., Dkt. No. 461, Ex. 1 ("My car insurance deductible is $1,000 and I should not be out any money for Hyundai's negligence, which caused the theft and subsequent destruction of my SUV. I HAD a 2017 Hyundai Tucson with only a little over 74,000 miles on it when it was stolen, taken on a joyride, wrecked, and totaled. I received a settlement from State Farm, less my $1,000 deductible. I think everyone who has an insurance claim in this class action lawsuit should be able to submit documentation and get the full cost of their deductible back."); Dkt. No. 461, Ex. 6 ("My deductible is $500.00 which will not be fully covered by the $375. This should be raised to what the out of pocket costs was for the person impacted. This doesn't seem fair to me."); Dkt. No. 461, Ex. 16 ("100% of deductibles should be returned to the victims not up to $375."); Dkt. No. 461, Ex. 18 ("[C]ombining both insurance deductibles and premiums under the same cap combines two very distinct injuries together."); Dkt. No. 462, Ex. 43 ("My deductible was $1,000.00 related to the theft of my vehicle, and I seek full reimbursement for my loss."); Dkt. No. 463, Ex. 55 ("The amount of compensation for the insurance deductible is not adequate as well. My insurance deductible was $500.00 and the settlement is only offering $375. That does not cover the out-of-pocket losses I incurred."); Dkt. No. 464, Ex. 71 ("We object to the capped total reimbursement amount of $375 for the insurance deductible paid and/or increased premium regardless of whether out-of-pocket losses exceed this amount. We believe that the settlement should not be capped and should allow each claimant to be reimbursed for the total insurance deductible paid, regardless of how much that amount is, as well as the amount of increase in insurance premium due to theft and multiple claims submitted.").) Some objectors contend that their policies provided for deductibles that were 50% to 500% more than the average $500 deductible. (Dkt. No. 462, Ex. 40 ("My vehicle incurred around $3000 in damages during a theft attempt. My insurance deductible was $2500. So my loss was $2500, or the deductible amount."); Dkt No. 463, Ex. 56 ("Not only will the settlement as proposed fail to make me whole, but it is quite unfair that I can only receive $375, while Class Members who paid out-of-pocket to repair their vehicles can receive up to $3375. Consider the case of an uninsured Class Member who paid $750 for theft-related repairs. Under this proposed settlement, they would be fully reimbursed, while I would only receive $375, incurring a $375 loss. It appears I am being penalized for being insured and paying a

deductible rather than paying for repairs directly.").)

In response, Plaintiffs assert that "the desire for the Settlement to provide greater benefits that do not include any settlement discount is not a compelling basis to deny final approval." (Reply at 17.) As mentioned above, the claim cap was based on Stockton's finding that "[m]ultiple public sources confirm that $500 is the median and modal (most common) deductible amount,"[2] (Stockton Decl. ¶ 26.D.), and on Class Counsel's determination that a modest discount was appropriate to account for the litigation risk and avoiding the delay of relief to Class members, (Order Denying Motion for Preliminary Settlement Approval at 26 ("Based on these risks and Class Counsel's attestation that the discount represents a fair amount, the Court finds that a 40% decrease is reasonable." (internal citation omitted)). And no objector has presented any evidence contradicting the Court's prior finding that the discount is reasonable given the risks of litigation. See Retta v. Millennium Prods., No. 15-1801, 2017 U.S. Dist. LEXIS 220288, at *24–25 (C.D. Cal. Aug. 22, 2017) (noting that the "nature of settlement" is that "Class Members will discount their claims to obtain a certain and timely recovery, rather than bear the significant risk and delay associated with further litigation").

Accordingly, the Court **OVERRULES** these objections.

3. The $250 Claim Cap for Certain Incidental Damages

Several Class members object to the $250-per-claim cap for out-of-pocket expenses incurred due to a Qualifying Theft or Theft Attempt, such as rentals, towing, speeding fines, and reimbursement for lost income and childcare expenses relating to the Software Upgrade. (See Dkt. Nos. 461–464, Exs. 6, 9, 16, 20, 32, 45, 49–50, 54–56, 60, 65, 68–69, 73, 76, 84, 86.) The Court finds that these objections are similar to those arguing for an uncapped Common Fund and full payment of insurance deductibles. See Asghari, 2015 U.S. Dist. LEXIS 188824, at *62 ("[T]he fact that plaintiffs were not able to secure all relief prayed for in their complaint and that some class members may not directly benefit under the settlement agreement does not compel a finding that a settlement is unfair."). Thus, for reasons previously mentioned, the Court

[2] Indeed, as Plaintiffs point out, several Class members who filed objections based on the insurance deductible claim cap reported that their deductibles were $500. (Reply at 17 n.10 (citing Dkt. Nos. 461–463, Exs. 3, 6, 16, 18, 27, 49, 54–55).)

OVERRULES these objections.

Additionally, Marcela Nicol, Dana Perantie, and Jill Puleo object to the Settlement because the incidental expenses do not include additional categories, such as compensation for dog care and private parking space expenses. (Dkt. No. 463, 55 ("There is no option for animal care-related services, only childcare services, and I object to this as I had to incur out-of-pocket expenses to put my dogs in a daycare/boarding facility in order to drive 2 hours away from where I live to see where my car was abandoned."); Dkt. No. 463, Ex. 60 ("Trying to minimize this vehicle's excess risk of theft, I began paying to park in the secure garage at my place of employment, Washington University. I am requesting reimbursement of the cost of parking from October 2023 through the time I was notified that the security upgrade was available for my Kia vehicle, late August 2023. The total cost of secure parking to help prevent my Kia vehicle from being targeted again was $906.00."); Dkt. No. 463, Ex. 65 ("After [a] conversation with my insurance company, I began to park my 2011 Tuscon in guarded parking garages and lots rather than street parking, when available, for fear that this vehicle was still being broken into at high rates despite the software upgrade.").) But a settlement is not meant to provide relief for every possible incidental damage suffered by a Class member. See, e.g., Mendoza v. Hyundai Motor Company, Ltd., No. 15-cv-01685, 2017 WL 342059, at *10 (N.D. Cal. Jan. 23, 2017) ("[T]he Court finds that a class settlement is not capable of resolving every possible [] damages claim a Class Member might wish to pursue. It would not be fair to the class as a whole to set aside an otherwise fair settlement because it does not address unique and difficult to prove hardships suffered by only a few members of the class."). Thus, the Court **OVERRULES** these objections.

Lastly, Michael Smith seeks compensation for the $3,807 rental fees he incurred during the two-and-a-half month period it took a non-Kia repair center to fix his vehicle. (Dkt. No. 464, Ex. 73 ("[T]he repair shop in possession of my vehicle, Auto Collision Center in Hayward, CA, was unable to retrieve the necessary parts to repair the vehicle until April. I needed to drive to my place of employment, so while my vehicle was in the repair shop wailing for parts to arrive, I rented a car from Enterprise. My insurance provider, Geico, only paid for 30 days of rental car fees. Therefore, I had to pay out of pocket for the rental car for the remainder of the time, from February 9th to April 22nd. The total amount that I needed to pay for this extremely long delay due to the lack of availability of parts was $3,807.53.").) However, as explained above, the fact that Class

members who experienced unique forms of damages will not be completely reimbursed does not warrant finding that the Settlement is unfair. Furthermore, Plaintiffs contend that "these cases typically involve more complex scenarios that make such claims weaker." (Reply at 26.) According to Plaintiffs, "Smith would likely need to establish the cause of the delay in repairing his vehicle and his efforts to mitigate that harm. The Settlement removes this risk by offering a recovery that is not contingent on establishing such facts." The Court agrees with Plaintiffs and **OVERRULES** this objection.

4. The Claim Caps for Class Vehicles that Experienced a Total Loss Following a Theft or Theft Attempt

The Settlement provides Class members who suffered losses related to a Qualifying Theft or Qualifying Theft Attempt, including total loss of Class Vehicles, up to 60% of the Black Book value of the vehicle and damage to Class Vehicles and personal property up to the greater of $3,375 or 30% of the Black Book value of the vehicle. (ASA § II.D.3.) As noted in the Court's prior Order,

> under the Amended Settlement Agreement's Total Loss and Partial Loss payment caps, "available compensation to Class Members would depend directly upon vehicle value." Stockton "expect[s] the large majority of claimants, under the revised payment caps, to receive compensation in line with or exceeding the benchmark of 60% of their monetary losses, with some exceptions."

(Order Granting Motion for Preliminary Settlement Approval at 6 (quoting Stockton Decl. ¶ 8).) However, some Class members claim that they should be entitled to 100% of their losses. (See Dkt. Nos. 462, 464, Exs. 48, 70, 76.) But as mentioned above, objections that Class members are not fully reimbursed for their losses do not demonstrate that the Settlement is unfair, unreasonable, or inadequate. See, e.g., Aarons, 2014 WL 4090564, at *12 ("[T]he Class members will discount their claims to obtain a certain and timely recovery, rather than bear the significant risk and delay associated with further litigation."); Retta, 2017 U.S. Dist. LEXIS 220288, at *24–25 (same). Thus, the Court **OVERRULES** these objections.

Additionally, Joseph Messina objects to using the Black Book to value Class Vehicles. (Dkt. No. 462, Ex. 48 ("I also object to the proposed Settlement using Black

Book data because it requires a paid subscription to access, and thus is not freely available to Class Members.").) However, as Plaintiffs point out, "the Black Book is an industry standard index used to value used vehicles and is accepted as an appropriate index for class settlements." (Reply at 24; Leadership Reply Decl. ¶ 11 ("As noted by the Court in its Preliminary Approval order, Dkt. No. 259, the Settlement incorporates Black Book valuations for certain categories of reimbursement. Based on Class counsel's prior experience and knowledge, it is our professional opinion that Black Book is more reliable and easier to administer than Blue Book. Black Book valuations are used on Cars.com, which Kelley Blue Book describes as "a high-traffic website, focusing primarily on classified listings.").) The Court agrees with Plaintiffs. See, e.g., Zakikhani, 2023 U.S. Dist. LEXIS 123158, at *9 (applying Black Book to determine settlement compensation for total losses); In re: Hyundai and Kia Engine Litig. II, No. 8:18-cv-02223-JLS-JDE, Order Granting Class Counsel's Motion for Final Settlement Approval, Dkt. No. 163, at 7 (same). And even though Black Book does require a paid subscription to access, the Settlement Administrator can inform each Class member the value of their vehicle upon request. (Leadership Reply Decl. ¶ 3; ASA § IV.C.5 ("The Settlement Administrator shall be prepared to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement.").) Similarly, Birner contends that "[t]he Black Book value is the lowest valued index and dealer oriented focusing on wholesale and auction prices and generally attached a lower value than say the Kelly Bluebook or Edmunds which are more consumer oriented." (Birner Objection at 13.) But Birner fails to provide any case law or other evidence to support his objection. (See id. at 13–14.) Meanwhile, Class Counsel have declared that based on their "prior experience and knowledge, it is [their] professional opinion that Black Book is more reliable and easier to administer than Blue Book." (Leadership Reply Decl. ¶ 11.) No objector has provided an expert declaration or any other evidence undermining the Class Counsel's opinion. (See generally Dkt. Nos. 461–464; Birner Objection; Rubin Objection.) Thus, the Court **OVERRULES** these objections.

Danielle Dunlap and Birner also object to the Settlement because many Class members have insurance, which covered their losses. (Dkt. No. 461, Ex. 20 ("Kia did not pay my monthly premium for 5 years to turn around and say your insurance covered your car value so they get out of full reimbursement of my out of pocket expenses."); Birner Objection at 4 ("The total loss of vehicle benefits due to a 'Qualified Theft' are a ruse because class members who carried comprehensive coverage and were compensated by their insurer will not receive any benefits, except for the possibility of a partial refund

of their deductible since the settlement proceeds are minus any compensation received from any source, which wipes out the meager black valued settlement amount.").) However, as Plaintiffs point out, under the objectors' own analysis, "these Class members have been made whole" by their insurance companies. (Reply at 25.) Birner further asserts that the Settlement "effectively allows Defendants [to] mitigate its damages by seizing an insurance asset of class members." (Birner Objection at 4.) But Birner overlooks the fact that the majority of insured Class Vehicles are covered by the Subrogation Track of this multi-district litigation. Accordingly, the Court **OVERRULES** these objections.

Lastly, Birner argues that many vehicles suffering a Total Loss are probably "unavailable." (Id. at 14.) But as Plaintiffs assert, "the fact that older Class Vehicles that experienced thefts are 'unavailable' is a meaningful strength of the Settlement and weakness of the case." (Reply at 25.) For example, if those claims were to proceed to trial, it would be difficult for those Class members to prove that the thefts of their vehicles were related to the alleged defect. Meanwhile, the Settlement provides that "[i]f a Class Vehicle was stolen and a Class member demonstrates through objectively reliable documentation that the Class Vehicle was not recovered after being stolen, this circumstance will be treated as a 'Qualifying Theft.'" (ASA § I.AA.) Thus, the Court **OVERRULES** Birner's objection.

5. Emotional Distress Damages

Some objectors claim that they experienced emotional distress and suffered inconveniences, such as long hours on the phone, relating to the alleged defect. (See Dkt. Nos. 461–464, Exs. 1, 7, 11, 21–22, 24–26, 30–31, 45, 47–48, 52, 56, 60, 66, 69, 71, 76, 89.) However, Plaintiffs argue that "such intangible damages are not appropriate for this Settlement" and pose several hurdles. (Reply at 23.) For instance, Plaintiffs contend that emotional distress damages "are subject to the economic loss rule in California and many other states and are not compensable for the consumer claims at issue in this case." (Id. (citing Elsayed v. Maserati N. Am., Inc., 215 F. Supp. 3d 949, 952–64 (C.D. Cal. 2016) (rejecting emotional distress damages for vehicle defect lawsuit because plaintiff did not suffer physical injury); Pruchnicki v. Envision Healthcare Corp., 439 F. Supp. 3d 1226, 1233 (D. Nev. 2020) (holding that Nevada requires "'a plaintiff to demonstrate that he or she has suffered some physical manifestation of emotional distress in order to support an award of emotional damages.'" (citation

omitted)); In re Yahoo! Inc. Customer Data Sec. Breach Litig., No. 16-MD-02752, 2020 U.S. Dist. LEXIS 129939, at *69–70 (N.D. Cal. July 22, 2020) (rejecting objection based on failure to include compensation for emotional stress because such claims were "too speculative to constitute a measure of damages")).) None of the objectors present any evidence to support their alleged claim of emotional distress. And even if Class members could meet all the elements to support an emotional distress claim, emotional distress "is necessarily an individualized inquiry, and the amount of damages in such cases 'is not susceptible to a mathematical or formulaic calculation.'" Rader v. Teva Parenteral Meds., Inc., 276 F.R.D. 524, 530 (D. Nev. 2011) (citation omitted).

Accordingly, the Court **OVERRULES** this objection.

6. Efficacy of Software Upgrade

Several Class members claim that the Software Upgrade does not adequately address the risk of future theft. (See Dkt. Nos. 461–464, Exs. 4, 17, 27, 31, 36, 41, 48, 57, 66, 70, 86.) As explained in its prior order, the Court was satisfied with Defendants' showing regarding the efficacy of the Software Upgrade. (Order Granting Motion for Preliminary Settlement Approval at 7–9.) In that order, the Court examined the declaration of James Smith ("Smith"), a licensed Professional Mechanical Engineer registered in Arizona who has worked for Exponent at the Test and Engineering Center in Phoenix, Arizona since 1994. (Id.) Since the Court's order, "Class Counsel continued to investigate and monitor post-installation instances of thefts, which included an interview of Defendants' expert James Smith." (Leadership Reply Decl. ¶ 5.)

Most of the Software Upgrade objections rely on public media reports. (See, e.g., Dkt. No. 461, Ex. 27 ("KIA's claim the software update is a fix is FALSE. I have included three news articles (marked 1-A, 1-B, and 1-C) that show reports of KIA vehicles being stolen, after the software update has been applied. I am aware of KIA's response that the vehicle needs to be locked for the software update to work. However, if one can break a window and push the unlock button on the car's door interior, the software update has no effect."); Dkt. No. 462, Ex. 36 ("The software is a bandaid patch protection that doesn't provide permanent protection from theft in the future. Software can be compromised. Some owners of affected vehicles with software installed have already had their vehicles stolen and/or damaged. Please see enclosed March 11, 2024 news article by Carl Spencer."); Dkt. No. 462, Ex. 41 ("Although Kia asserts that the

anti-theft software will fix the problems, it does not. Many news agencies (as well as online bloggers) have demonstrated that the software package does not fix the theft issue (below is a link to one example). Numerous vehicles that have received the software 'fix' have been stolen. See the link below (and documents attached).").) In response, Plaintiffs argue that "[t]he problem with these dated public media reports is that no one can validate whether the thefts being reported were due to the failure of the Software Upgrade." (Reply at 27.) Plaintiffs contend that based on the tests conducted by Smith, "[w]hen such instances have been investigated, the Software Upgrade has been shown to be effective." (Id.) For the reasons stated in its prior order, the Court agrees. (Order Granting Motion for Preliminary Settlement Approval at 8–9.) Even other objectors highlighted the efficacy of the Software Upgrade. For instance, Phyllis Killebrew Flanders noted in her objection that the Software Upgrade, installed in May 2023, prevented thieves from stealing her vehicle. (Dkt. No. 461, Ex. 24 ("After entry, they broke into my Kia, breaking the driver's side passanger window and destroying the steering column. They were not able to take my Kia because I had previously had the software update in May 2023.").)

Additionally, as noted by Plaintiffs, "as the Software Upgrade continues to roll out, the rate of theft for Class Vehicles has begun to fall." (Reply at 28.) For example, in a CBS News report dated February 22, 2024, the Minneapolis Police Chief Brian O'Hara stated that "[e]ach week the proportion of cars stolen that are Kias and Hyundais have been decreasing." (Leadership Decl. ¶ 60.) Likewise, "Chicago theft data for October through November 2023 shows a year-over-year decrease of 33% to 42% for Kia and Hyundai vehicles, and compared to October 2022, December 2023 auto thefts are 46% lower for Kia and Hyundai vehicles." (Id.) And a March 2024 report released by the Colorado Auto Theft Prevention Authority found that "the number of Kia and Hyundai thefts dropped 27.8% and 22.7%, respectively, in 2023 as compared to 2022." (Leadership Reply Decl. ¶ 6.) The report also noted that the "Kia and Hyundai OEMs are taking action to mitigate this trend with a system security update for certain Kia and Hyundai vehicles." (Id.) Despite the Software Upgrade's efficacy, objectors June Hunt and Eric Kracht claim the Settlement is inadequate unless Defendants install an engine immobilizer on all Class Vehicles. (Dkt. No. 462, Ex. 36 ("I would only be satisfied if Hyundai would install engine immobilizers free of charge on all affected vehicles."); Dkt. No. 462, Ex. 41 ("Providing an operable and effective anti-theft alarm systems, installed in the affected vehicles, which includes a full engine immobilizer.").) But Plaintiffs contend that "an engine

immobilizer is not the only way to effectively address the risk of theft created by the Defect and provide anti-theft security features comparable to traditional engine immobilizers." (Reply at 28.) Plaintiffs further note that "insisting upon the installation of traditional immobilizers exceeds what NHTSA has said is required under federal law." (Id.; see also Dkt. No. 378, Ex. 20 ("The Federal Motor Vehicle Safety Standard identified in your letter, FMVSS No. 114, does not require an engine immobilizer.").) The Court agrees with Plaintiffs. See Wylie v. Hyundai Motor Am., No. 16-cv-02102, 2020 U.S. Dist. LEXIS 258983, at *5 (C.D. Cal. Mar. 2, 2020) (overruling "the objections that Hyundai should recall the Class Vehicles").

Thus, the Court **OVERRULES** the objections regarding the efficacy of the Software Upgrade.

7. Benefits Offered to Class Vehicles that Are Ineligible for the Software Upgrade

Class members with Class Vehicles that are ineligible to receive the Software Upgrade may seek reimbursement of up to $300 per Class Vehicle for the purchase of a steering wheel lock, a glass breakage alarm or similar anti-theft system (including installation), or another aftermarket modification designed to deter or prevent theft so long as that purchase was made when the Class Vehicle was ineligible for the Software Upgrade. (ASA §§ I.X., II.C.1.) According to Class Counsel, the "anti-theft device will supplement the ignition cylinder protector, which makes it difficult to breach the steering column and tamper with the ignition cylinder that Defendants have offered free of charge for each of these vehicles." (Reply at 29 (citing Leadership Decl. ¶ 39).) However, some Class members object to these benefits. (See Dkt. No. 462, Ex. 35; Dkt. No. 462, Ex. 44 ("While the settlement proposes to pay for a 'The Club' or similar device to prevent theft and a glass breakage alarm, neither of these things actually prevent the problem caused by Kia's design flaw."); Dkt. No. 462, Ex. 48 ("The proposed Settlement needs to include an option where Kia, and not an after-market provider, will install, in Class Vehicles that do not have an immobilizer and are not eligible for the Software Upgrade, an anti-theft engine immobilizer. I object to the proposed Settlement which currently does not have this option."); Dkt. No. 464, Ex. 80 ("[T]he wheel lock's effectiveness is too dependent on the driver remembering to install it whenever the vehicle is unattended. I believe the solution to the problem of insurability is the Software Upgrade for which my vehicle is currently not eligible, so I'm suggesting that

the Software Upgrade be made available for all Class Vehicles.").) But as the NHTSA stated in its response to the California Attorney General, it "has not determined that this issue constitutes either a safety defect or noncompliance requiring a recall under the National Traffic and Motor Vehicle Safety Act, 49 U.S.C. Chapter 301. The Federal Motor Vehicle Safety Standard identified in your letter, FMVSS No. 114, does not require an engine immobilizer." (Dkt. No. 378, Ex. 20.) Thus, the Court finds that the benefits offered to Class members with Class Vehicles that are ineligible for the Software Upgrade are fair, adequate, and reasonable.

Accordingly, the Court **OVERRULES** these objections.

8. Insurance Premium Increase for Class Members who did not Experience a Theft or Theft Attempt

Several Class members who did not experience a Qualifying Theft or Theft Attempt object to the Settlement because it does not compensate them for increases in insurance premiums. (See Dkt. Nos. 461–464, Exs. 3–4, 10, 12, 14–15, 18, 21–24, 26, 28–29, 30–33, 36–37, 39, 41, 44–45, 47, 51–53, 58–59, 62, 65, 67, 70, 75–76, 80–81, 83–84, 86; Rubin Objection.) Importantly, most objectors simply complain that their insurance premiums have increased but fail to present any evidence demonstrating that the alleged defect is the reason for said increases. (See, e.g., Dkt. No. 461, Ex. 4 ("Cost to the class vehicle owners such as higher insurance premiums (that% related to theft or attempted theft) is directly attributed to this manufactures (class vehicles). The settlement should be higher to offset this extra insurance burden ca[]used by the manufactures security design."); Dkt. No. 461, Ex. 10 ("My insurance every six months is equal to the annual cost of my home insurance. My home is worth more [] in value than the car which has been depreciating every year."); Dkt. No. 461, Ex. 21 ("My insurance has jumped due to the Kia thefts. In one big increase the insurance jumped up 42%. After the increase every premium adjustment is on top of that 42% increase."); Dkt. No. 462, Ex. 44 ("In addition to the obvious concerns with the potential for my car to be stolen, I have also recently learned that the insurance rates for my car are higher as a result of its ease of theft."); Dkt. No. 463, Ex. 52 ("Even though I have had, and still have for many years, an excellent driving/payment history with USAA, with the only claim being one of a single windshield replacement, my Kia insurance policy premium is continually increasing every 2-3 months."); Dkt. No. 464, Ex. 83 ("The increase in insurance premiums faced by Hyundai/Kia owners (my premiums increased by almost

$200.00 in one year alone as a direct result of the 1000% increase in Hyundai/Kia thefts!!)").) But simply asserting that insurance premiums have increased due to the higher risk of theft of the Class Vehicles is not enough to justify denying final approval of the Settlement. Some objectors even admit that their insurers have not stated that the increase in insurance premiums is due to the perceived risk of theft in Class Vehicles due to the alleged defect. (See, e.g., Dkt. No. 461, Ex. 12 ("While Geico will not admit that the increase is due to the increase in thefts of Kia make models, the timing seems evident."); Dkt. No. 464, Ex. 70 (Geico policy stating that "you may see that your premium is increasing. There are many factors that affect your insurance premium such as age, driving history, location, and the increasing cost of vehicle repairs. When one (or more) of these factors change, it may impact your policy premium.").)

Additionally, Plaintiffs note that a report published by Insurify[3] acknowledged that "Kia and Hyundai drivers saw a major premium spike [since 2020], but so did everyone else." (Leadership Reply Decl. ¶ 9.) For example,

> [i]n 2023, the average cost of full-coverage insurance for Kia and Hyundai models was $206 per month, while the average monthly insurance rate for six comparable models was $207. Insurify further found that between 2020 and 2023, insurance rates increased across all vehicle brands. Kia and Hyundai models increased 55% during this time, which is in line with the 51% increase for comparable vehicles. The report further noted that a multitude of factors affect insurance rates, including vehicle maintenance, which was up 10% year over year.

(Id.) Plaintiffs assert that "Insurify's findings are consistent with other studies." (Reply at 12.) According to *Car and Driver* on February 2, 2024, "the U.S. Bureau of Labor Statistics' December 2023 consumer price index data revealed that car insurance rates rose 43% since December 2020. Within 2023 alone, insurance rates increased 20% year over year, which was the largest increase among the approximate 200 categories that the government tracks." (Leadership Reply Decl. ¶ 10.) *Car and Driver* further noted that

[3] According to Plaintiffs, "Insurify is a leading insurance comparison website that partners with major insurance companies, including Nationwide, Farmers, and Liberty Mutual, and is licensed in all 50 states." (Leadership Reply Decl. at 3 n.5.)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 8:22-ml-03052-JVS (KESx) Date October 1, 2024

Title In re Kia Hyundai Vehicle Theft Litigation

"insurance price increases were also attributable to COVID-19 shutdowns artificially depressing insurance rates in 2020." (Id.) As mentioned above, the objectors fail to show that their insurance premiums increased as a direct result of the alleged defect. See Nwabueze v. AT&T Inc., No. 09-01529, 2013 U.S. Dist. LEXIS 169270, at *28 (N.D. Cal. Nov. 27, 2013) (overruling objections that were "largely conclusory and fail to provide legal support or evidence").

However, there are a couple objectors who have presented some evidence that their insurance premiums have increased due to the high risk of theft in the Class Vehicles. (See Dkt. Nos. 461–462, Exs. 22, 36.) For instance, Elena Ehrlich attached a document titled "Why are comprehensive premiums increasing for certain Kia, Hyundai, and Toyota Prius models?" from a Farmers insurance website. (Dkt. No. 461, Ex. 22.) According to the document, "[c]ertain Kia, Hyundai, and Toyota Prius models have been targeted by thieves, resulting in a significant increase in comprehensive claims filed by Farmers® policyholders. We are increasing comprehensive premiums to address the increase in claims on these vehicles." (Id.) In response to the question of "why has there been a significant increase in comprehensive claims for these vehicles?," Farmers responds that a "large volume of Kia and Hyundai models have been manufactured without an anti-theft mechanism (immobilizer) to shut down the engine when the car is being stolen." (Id.) The affected models were "[a]ll Kia and Hyundai vehicles with model years 2020 and older," and Farmers stated that "[t]here is no discount or premium adjustment available for customers getting the software upgrade." (Id.) Likewise, June Hunt attached a March 11, 2024 CNN news article to her objection. (Dkt. No. 462, Ex. 36.) The article quoted Jeff Sibel ("Sibel"), a spokesman for Progressive, who stated that "[d]uring the past year we've seen theft rates for certain Hyundai and Kia vehicles more than triple and in some markets these vehicles are almost 20 times more likely to be stolen than other vehicles." (Id.) According to Sibel,

> [g]iven that we price our policies based on the level of risk they represent, this explosive increase in thefts in many cases makes these vehicles extremely challenging for us to insure. In response, in some geographic areas we have increased our rates and limited our sale of new insurance policies on some of these models.

(Id.) However, the Court finds that these two news articles are insufficient to deny final approval of the Settlement. As briefly mentioned above and explained in more detail

below, insurance companies rely on several factors when deciding whether to raise insurance premiums. And the increase in insurance premiums due to the perceived risk of theft of the Class Vehicles is not quantifiable. Therefore, the Court **OVERRULES** these objections.

Rubin also objects to the Settlement because she will not be compensated for the increase in insurance premiums. (See generally Rubin Objection.) Specifically, Rubin claims that "assuming just 100,000 of the 'millions of current and former owners and lessees of Class Vehicle' suffered damages in the amount of $358.34 for 2024, like [she] has, the Class stands to gain $35,834,000 in additional damages for 2024 alone." (Id. at 19.)

However, Plaintiffs contend that Rubin's assertion should be rejected for several reasons. (Reply at 13–16.) First, Plaintiffs argue that "Rubin does not explain how she calculated $358.34 in 'damages' for increased insurance premiums." (Reply at 13.) Second, Plaintiffs note that "even if she can support her purported damage calculation, Ms. Rubin assumes that all Class members had their insurance premiums increase by the same $358.34 amount." (Id.) But that cannot be true. As Plaintiffs point out, Rubin's "Class Vehicle was a 2021 model year, while the majority of Class Vehicles are much older and worth considerably less (and thus less expensive to insure)." (Id.) Moreover, Rubin's purported expert even concedes that "[a]uto insurance companies use several factors in setting the price for personal auto insurance. These factors generally include, but are not limited to, location, type of vehicles, coverage, deductible, vehicle usage, driving record, claims history, discounts, and credit score." (Report of Andrew J. Barile ("Barile Report"), Dkt. No. 371-3, ¶ 7; see also Dkt. No. 470, Ex. A, at 12:12-23 ("[I]t's my belief that a certain percentage is attributable to kids being added, but when we look at the overall rate changes in the Kia, there are other factors in play, and I can't determine what piece is what."); Dkt. No. 470, Ex. A, at 51:2-53:22 ("Many of these are the same on the auto side. Supply chain and labor shortages resulting in increased premium costs, increase in vehicle parts costs, increased in used car prices due to vehicle shortages, increased in auto accidents and fatalities.").) Plaintiffs argue that "[t]hese individualized issues may be necessary to establish indirect causation for insurance premiums caused by the theft of other Class Vehicles." (Reply at 13.) Third, Plaintiffs contend that "Rubin assumes that all Class member policy terms are comparable to hers, like her extremely low deductible of $100 for non-collision (i.e., theft) claims, which has an inverse correlation to insurance premiums." (Id. at 14 (citing Leadership Reply Decl.

¶ 19 ("Your insurance premium is the amount you pay for the plan. The deductible is the amount you pay out-of-pocket for an auto repair before we cover the rest. As one goes up in cost, the other usually comes down.").) Moreover, Rubin's policy rate is based on three drivers, including her husband and teenage sons, while most insureds' policies are not. (Leadership Reply Decl., Ex. C.) Plaintiffs also claim that Rubin's premium is in part based on her location, Columbus, Ohio, which is "a highly dense urban area" and "is priced differently than, for example, a rural part of the country." (Reply at 14.) Fourth, Plaintiffs take issue with the fact that "Rubin assumes that everyone has the same insurance claim history and driving record, two critical variables among many that affect premiums, despite her husband's record of speeding and teenage sons' ages." (Id.; see also Deposition Transcript of Ruth Rubin ("Rubin Depo. Tr."), Dkt. No. 466-2, at 9:20-10:1, 21:6-15.) Fifth, Plaintiffs note that Rubin uses the Kelley Blue Book Trade-in Value and assumes that each of her vehicles were driven 10,000 miles/year and were in "Very Good Trade-in Value." (Reply at 14 (quoting Rubin Objection at 4).) However, "Rubin has failed to offer any support for her assumptions or the method of valuing her vehicles, and she ignores the fact that insurance companies utilize specific usage when setting premium policies." (Id.)

Lastly, Plaintiffs note that the Barile Report that Rubin uses to support her claims is unreliable. For example, Andrew Barile ("Barile") admitted that this was "the very first time" he attempted to do insurance underwriting specific to risk of theft of a vehicle's particular make and model. (Deposition Transcript of Andrew Barile ("Barile Depo. Tr."), Dkt. No. 466-3, at 29:7-12, 33:17-34:4.) Barile also admitted that the methodology he and Kroll used is not found in any published literature or insurance industry standards, and Barile developed the methodology using only his experience. (Id. at 34:5-19; 35:2-25.) In addition to limiting his analysis to only eight states, Barile "offers no opinion" on whether it is possible to extrapolate nationwide from the data in those states. (Id. at 143:11-14.) Nor does Barile know if his opinion regarding rate increases for Hyundai and Kia vehicles is representative of rate increases across the country. (Id. at 87:3-11.) In fact, Barile limited his investigation to rate increases filed by Allstate Insurance Company in those eight states without even knowing what percentage of Hyundai and Kia vehicle Allstate insures in those states. (Id. at 89:5-90:2.) And Barile did not investigate Rubin's insurer, Nationwide Insurance Company. (Id. at 90:3-10.)

Moreover, the Barile Report impermissibly relies on a "preliminary analysis" by

Kroll LLC, which Barile asserts concluded that "Class Members are paying, on average, approximately 16% to 26% higher premiums than non-Kia/Hyundai owners." (Barile Report ¶ 27; see also id. ¶¶ 28–29 ("I relied on Kroll's study to further confirm the conclusions I reached.") But the Kroll preliminary analysis is just an eight-page PowerPoint with no supporting documents. (See Barile Report, Ex. B.) Barile even admitted that he obtained and relied on the PowerPoint without verifying its accuracy. (Dkt. No. 470, Ex. B, at 108:22-109:25.) Nor does Barile know who, if anyone, at Kroll actually prepared the PowerPoint. (Id. at 98:5-99:20, 101:3-105:11.) See Mission Viejo Florist, Inc. v. Orchard Supply Co., LLC, No. 16-01841, 2019 WL 13045054, at *4 (C.D. Cal. Feb. 28, 2019) (excluding expert opinions because expert "engaged in no independent analysis to determine whether [estimate] was accurate").

Defendants also contend that "the PowerPoint is self-evidently methodologically unsound and does not support the conclusions Barile suggests." (Defendants' Response to Rubin Objection, Dkt. No. 470, at 9.) For the following reasons, the Court agrees with Defendants. For example, the PowerPoint claims to assess five specific Hyundai or Kia model-year vehicles and to compare insurance premiums for "comparable vehicles with similar MSRPs" for a single hypothetical driver in one zipcode for St. Louis, Missouri and Washington, D.C. (Barile Report, Ex. B, at 3–4.) However, Rubin and Barile provide no support for how this information was obtained, making it impossible to verify the contents of the PowerPoint. (See generally Rubin Decl.; Barile Report.) Nor does the PowerPoint explain how the five Hyundai and Kia vehicles were selected or how the sets of comparable vehicles were selected. (See generally Barile Report, Ex. B.) And as Defendants point out, the PowerPoint "does not explain how or why it would be possible to extrapolate from these five vehicle examples, utilizing a single driver profile in two locations, to compare premiums for all Hyundai and Kia Class Vehicles to all other similar vehicles everywhere throughout the United States." (Defendants' Response to Rubin Objection at 10.) And contrary to Barile's assertion in his Report, the PowerPoint nowhere suggests that "Class Members are paying, on average, approximately 16% to 26% higher premiums than non-Kia/Hyundai owners." (Barile Report ¶ 27; see generally Barile Report, Ex. B.)

For the reasons explained above, the Court **OVERRULES** Rubin's objections regarding increased insurance premiums.

9. Inability to Obtain Insurance Coverage

Some objectors are concerned about their ability to obtain insurance coverage. (See, e.g., Dkt. No. 464, Ex. 86 (submitting an "adverse action notice" from Progressive, stating that Progressive declined to offer insurance coverage because "[b]ased on the vehicle information provided, [they] are unable to offer your customer a policy at this time due to high theft rates for one of more of your vehicle year, make(s) and model(s)").) However, while it may be difficult to obtain insurance coverage with a particular insurance company for a particular Class Vehicle, none of the objectors have demonstrated an inability to obtain an insurance policy. As Plaintiffs point out, "[i]n many instances, it is illegal for insurance companies to cease coverage for select subset of models." (Leadership Reply Decl. ¶ 7; see also id. ("For example, on March 7, 2023, the Michigan Department of Insurance and Financial Services issued a bulletin to remind insurers that they must offer auto insurance to all eligible Michiganders regardless of vehicle make or model, except in certain circumstances as defined under the law.").) Additionally, Hyundai has entered into a partnership with AAA to provide insurance coverage to Class members. (Id. ¶ 8.) See Collado v. Toyota Motor Sales, U.S.A., Inc., No. CV10-3113, 2011 U.S. Dist. LEXIS 133572, at *7 (C.D. Cal. Oct. 17, 2011) (finding objection "too insubstantial for the Court to disturb the overall settlement").

Accordingly, the Court **OVERRULES** this objection.

10. Diminution in Value

Many Class members object to the Settlement because it does not provide them with diminution in value damages even though their vehicle did not suffer a theft or theft attempt. (See Dkt. Nos. 461–464, Exs. 9, 12, 15, 18, 26, 30–31, 36, 38, 41, 44, 51–52, 61, 72, 79, 81, 83, 86; Rubin Objection; Birner Objection.) According to Rubin, "Defendants' actions have [] caused the value of her Kia Soul to decrease at a faster rate than it would have absent the defect." (Rubin Objection at 15.) Other objectors make similar arguments. (See, e.g., Dkt. No. 461, Ex. 12 ("[W]hy would a normal American person voluntarily elect to purchase one of these affected vehicles at full market rate knowing that they can be easily stolen."); Dkt. No. 462, Ex. 41 ("The proposed settlement does not address depreciation of the vehicle, which is a serious issue. It is widely known that the affected models are easy to steal and therefore difficult (and/or costly) to insure. Both of those factors will impair both the marketability and market price of these vehicles."); Dkt. No. 464, Ex. 81 ("The depreciation of the vehicle's value

due to potential buyer's being reluctant to purchase vehicles both susceptible to breakins AND the likelihood that an insurer will not insure the vehicle!"); Birner Objection at 3 ("The class vehicles are theft prone which has, without doubt, considerably reduced their fair market value. Yet the plan wholly fails to provide for compensation or restitution for the loss of market value of class vehicles, which affects virtually every class member.").) As alleged in the Amended Class Action Complaint ("ACAC"), Class members have suffered damages "in the form of diminished market value, and loss of the benefit of their bargain as a direct result of Defendants' misrepresentations and omissions regarding the Class Vehicles' characteristics and the existence of the Theft Prone Defect." (ACAC, Dkt. No. 84, ¶ 1445.) The Class members specifically alleged that "[n]o reasonable consumer, including Plaintiffs, would purchase or lease a vehicle, for tens of thousands of dollars, that has an outsized, unmitigated risk of theft, or they would have paid less for their vehicles." (Id. ¶ 1446.) Despite not receiving any compensation for their vehicle's diminution in value, Class members who did not suffer a theft or theft attempt are required to release their claims against Defendants. (ASA § VI.1 ("Upon entry of a Court order granting final approval of the Settlement Agreement and entering judgment pursuant to section VII.C below, Releasors irrevocably release, waive, and discharge any and all past, present, and future liabilities, claims, causes of action, legal claims, damages, costs . . . relating to Class Vehicles . . . based on the facts alleged in any consumer complaint filed in the Action . . . .").)

In response, this Court ordered supplemental briefing to explain why the Settlement did not provide consideration for diminution of market value for Class members who did not suffer theft or theft attempt. (Dkt. No. 529.) Such a step was necessary because if the Court approved the Settlement, the Class members who did not suffer a theft or theft attempt would receive nothing for diminution of value of their vehicles. The Court rejected Plaintiffs' argument that the Software Upgrade or reimbursement for other anti-theft devices were adequate consideration. The installation of the Software Upgrade did not eliminate the fact that Class Vehicles could still be perceived by others as easy to steal. Moreover, the Court rejected Defendant's claim that objector had "not actually experienced any lost resale value and lacks standing to seek recovery based on speculation of that future injury [as would] would most other Class Members." (See Defendants' Response to Rubin Objection at 2.) "If a defect causes [the vehicles to be susceptible to theft], it makes sense that people would be less willing to buy or use those [vehicles] on the off-chance that they might experience the [alleged] defect. All else being equal, prices typically decrease when demand decreases." In re

Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prod. Liab. Litig., 754 F. Supp. 2d 1145, 1162 (C.D. Cal. 2010). Standing merely requires a redressable injury that is fairly traceable to Defendants' conduct. Whether a plaintiff can recover for that injury under a particular theory of liability is a separate question. Here, Plaintiffs allege economic loss injuries, which are sufficient to confer standing. (See ACAC ¶¶ 1445–46 (claiming overpayment, diminished market value, and loss of the benefit of their bargain as a direct result of Defendants' misrepresentations and omissions regarding the Class Vehicles' Theft Prone Defect).)

Plaintiffs filed supplemental briefing on the issue of diminution of market value. (Pls.' Supp. Brief, Dkt. No. 532.) Plaintiff also filed a reply to opposition. (Pls.' Reply to Supp. Brief, Dkt. No. 597.) Plaintiffs rely on expert Stockton's Supplemental Declaration to show no significant diminution of market value. (Pls.' Supp. Brief at 1 (citing Supplemental Declaration of Edward M. Stockton ("Supp. Stockton Decl."), Dkt. No. 532, Ex. 1, ¶¶ 6, 15–18).) Expert Stockton found that between 2021 and July 2023 (the time of the Settlement Agreement), Class Vehicles showed no statistically significant evidence of diminution of market value compared to comparable models. (Id. at 2 (citing Supp. Stockton Decl., ¶¶ 6, Tabs 2, 4).) Defendants likewise filed supplemental briefing and a reply. (Defs.' Supp. Brief, Dkt. No. 538; Defs.' Reply to Supp. Brief, Dkt. No. 598.) Defendants argue that "[d]iminished value in automotive cases is notoriously difficult to establish on a class basis . . . ." (Defs.' Supp. Brief at 1.) Defendants also agree with Plaintiffs' analysis of resale value data, which is "consistent with the independent review by defendants both during settlement negotiations and through the settlement approval process." (Id.) In fact, Defendants provide Edmunds data that shows other makes and models diminished more than comparable Hyundai and Kia vehicle models between August 2023 and July 2024. (Id. at 2.) This evidence is reliable and sufficient to show that diminished value need not be included in the settlement.

Objector Ruth Rubin filed a response to supplemental briefing. (Rubin's Resp. to Supp. Briefing, Dkt. No. 561.) First, Rubin cites several cases to show that diminution of value may be recoverable in class action cases. (Id. at 3 (citing cases).) Specifically, Rubin cites In re Volkswagon for the proposition that diminution in value can be recoverable in class action lawsuits. See In re Volkswagon "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig., MDL No. 2672 CRB (JSC), 2016 U.S. Dist. LEXIS 148374, at *720 (N.D. Cal. Oct. 25, 2016), aff'd, 895 F.3d 597 (9th Cir. 2018). However, the

mere fact that other parties in another case found a diminution in market value does not make it so in the present case. In In re Volkswagon, the Court approved a settlement agreement that included eligible sellers who sold their vehicles prior to the settlement. Id. However, such a provision is not appropriate in this case where there is no evidence of diminished market value.

Additionally, Rubin cites this Court's approval of the settlement agreement in In re Toyota Motor Corp., where diminution of market value was incorporated into the agreement. See In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prod. Liab. Litig., No. 8:10ML02151 JVS (FMOX), 2013 U.S. Dist. LEXIS 123298, at *230 (C.D. Cal. July 24, 2013) (Selna, J.). However, unlike in this case, in In re Toyota, reliable experts provided testimony that diminished value could be calculated and resulted in a fund to reflect damages. Id. at *251. Indeed, here, Plaintiffs' reliable expert found the opposite—that diminished value did not occur between 2021 and 2023. Therefore, In re Toyota is not applicable.

Rubin also cites In re Ford Motor Co. Bronco II Prods. Liab. Litig., where the court rejected class settlement, in part, because it failed to include diminution in value. CIVIL ACTION MDL-991 SECTION G, 1995 U.S. Dis. LEXIS 3507, at *19–20 (E.D. La. Mar. 15, 1995). However, in In re Ford Motor Co., the Court rejected settlement because the class would recover *none* of the relief originally sought in the complaints nor would it remedy the safety problems with the vehicles. Id. Indeed, the class had brought claims worth potentially hundreds of millions, see id. at *17, but the settlement only proposed a "utility vehicle video," an owner's guide supplement, a free vehicle inspection, and a sun-visor warning sticker. Id. at *2. Unlike in In re Ford Motor Co., the proposed settlement provides a monetary relief in a variety of ways, such as the common fund, insurance deductible, premium increases, and incidental damages. Thus, In re Ford Motor Co. is misplaced. See Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 527 (C.D. Cal. 2004) ("In assessing the consideration obtained by the class members in a class action settlement, it is the complete package taken as a whole, rather than the individual component parts, that must be examined for overall fairness.") (cleaned up).

Second, Rubin argues that settlement without diminution of market value is inappropriate before discovery has occurred. (Rubin's Resp. to Supp. Briefing at 5.) However, Plaintiffs have provided an expert declaration that there was not widespread

diminution of market value. Likewise, objectors failed to find or submit any evidence of diminution of market value. Ultimately, "Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion." Hanlon, 150 F.3d at 1027. Objectors may not be pleased that diminution of market value is excluded, but Plaintiffs and Defendants duly considered the diminution of market value and found no evidence of such damages. See Vaughn v. Am. Honda Motor Co., 627 F. Supp. 2d 738, 749 (E.D. Tex. 2007) ("It does not make the settlement unfair or unreasonable that the class has to release speculative claims for diminution in value.").

Objector Birner also filed a response to supplemental briefing. (Birner's Resp. to Supp. Briefing, Dkt. No. 573.) Birner argues that the analysis relied on by Plaintiffs and Defendants is based "exclusively upon trade in values which almost always bring considerably lower sales values than private sale transactions." (Id. at 2.) Birner is correct that Plaintiffs and Defendants relied on trade-in value rather than private sale transactions. This, however, does not change the reliability of such sources. See In re Volkswagon "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig., 2016 U.S. Dist. LEXIS 148374, at *730 (relying on clean trade-in value to determine diminution of market value in settlement agreement). Defendant relied on Edmunds-estimated trade-in values, which this Court finds to be a reliable source that reflects the market value. (See also Defs. Supp. Brief at 2.) Expert Stockton acquired MSRP data from JD Power and the Clean Trade-In value. (Pls.' Supp. Brief at 1–2.) This Court likewise finds Plaintiffs' source to be a reliable indicator of the market value of the Class Vehicles from 2021 to July 2023.

The final objection, raised by both objectors, is that there was evidence of a diminution of market value for the 2024 calendar year. To be sure, Plaintiffs concede that expert Stockton found that Class Vehicles showed evidence of a modestly lower value retention for the calendar year 2024. (Id. at 2 (citing Supp. Stockton Decl., ¶ 19).) Defendants also concede this finding. (See Defs. Supp. Brief at 3 ("According to the Edmunds data, the lone vehicle class where Hyundai and Kia vehicles saw slightly greater decreases than competitor vehicles for 2024 was among mid-size vehicles.").) Thus, both objectors argue that the diminution in value claim for 2024 should be carved out from the settlement. (See, e.g, Rubin Resp. to Supp. Briefing at 2.)

The Court declines to carve out an exception for 2024. First, as Plaintiffs point

out, a showing of a lower value retention "does not necessarily indicate that the models declined in value *as a result of the Defect*." (Pls.' Supp. Brief at 2.) In fact, there are two confounding variables that could explain the lower value retention in 2024. (Id. at 3.) Expert Stockton stated that 2024 is a "period when the resale market emerged and likely corrected from historical price run-ups, which allows for the possibility of different patterns of resale pricing inflation/deflation . . . ." (Supp. Stockton Decl., ¶ 22.) Moreover, in 2023, Hyundai/Kia and consumers settled "two large class actions related to undisclosed safety defects and issue 'park outside' recalls for more than 3 million additional vehicles." (Pls.' Supp. Brief at 3.) If the lower retention was a result of the Defect, it would likely have reflected such diminution in the years following its high publicity. (See id. at 3; Supp. Stockton Decl. ¶ 22.) Second, as Plaintiffs' counsel notes, the 2024 calendar year falls outside the relevant range of settlement. Thus, there is no scientific evidence showing diminution of market value at the time of settlement and up to July 2023. Therefore, the Court finds that the parties considered diminution of market value and both reasonably and reliably concluded that there was no basis for such damage award.

Accordingly, the Court **OVERRULES** the Rubin and Birner objections.

11. Whether the Release Is Narrowly Tailored to the Facts Underlying Class Members' Claims

The Settlement limits the release to claims "relating to Class Vehicles and the method of theft popularized on TikTok and other social media channels relating to the lack of engine immobilizers as alleged in this Action . . . ." (ASA § VI.1.) However, Birner argues that the release is "contrary to the judge's direction" and excessively broad because it includes "persons and institutions that are not parties to this lawsuit" and releases unknown claims. (Birner Objection at 16.) However, as Plaintiffs point out, this "Court specifically approved the release after initially finding that the first iteration submitted to the Court was ambiguous and broad." (Reply at 31 (citing Order Denying Motion for Preliminary Settlement Approval at 25 ("Releases should be limited to the facts of this case and should not encompass circumstances that are not addressed by the Settlement."); Order Granting Motion for Preliminary Settlement Approval at 9–10).) Moreover, courts routinely approve releases covering affiliated persons and entities of the parties and unknown claims. See, e.g., Reyn's Pasta Bella, LLC v. Visa USA, Inc., 442 F.3d 741, 748 (9th Cir. 2006) ("A class settlement may also release factually related

claims against parties not named as defendants[.]"); Shay v. Apple Inc., No. 20-cv-1629, 2024 WL 1184693, at *8 (S.D. Cal. Mar. 19, 2024) ("The release of non-party retailers is common practice in cases such as this, where the released claims against these non-parties concern an identical injury arising from common facts."); Schmitt v. Younique, LLC, No. 17-cv-01397, 2020 U.S. Dist. LEXIS 64572, at *10 (C.D. Cal. Apr. 9, 2020) (approving release where Plaintiffs and each Settlement Class member are deemed to have waived the provisions of California Civil Code § 1542 or similar laws); Eisen, 2014 U.S. Dist. LEXIS 14301, at *26–27 ("The releases in the settlement are reasonably tailored and necessary to secure the consent of [Defendant] to the Settlement Agreement. No defendant would agree to a release that permitted plaintiffs to continue to initiate litigation against individuals or entities related to the defendant. Releases of non-parties in class action settlements are readily approved and enforced.").

Accordingly, the Court **OVERRULES** Birner's objection.

B. Notice to the Class

Objector Birner claims that the Notice did not include any "indication of the value of the settlement to class members, nor is there an estimate by defendants or Class counsel of the take rate of members or the number or percentage of class members expected to file claims" or guaranteed "minimum payout." (Birner Objection at 7–8.) Plaintiffs argue that Birner's objection "ignores that several key categories of reimbursement, such as reimbursements for anti-theft devices for Class vehicles not eligible for the Software Upgrade and steering wheel locks for all Class Vehicles, are not subject to any claim cap or paid out from the Common Fund." (Reply at 37.) In fact, the Long Form Notice states that "[f]or Class Vehicles not eligible for the Software Upgrade, the Settlement offers reimbursement up to $300 for Class Members' purchase and/or installation of a steering wheel lock, glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft (a 'Qualifying Purchase')." (Long Form Notice at 4.) Moreover, "[t]hese Settlement benefits are not capped overall to the Class and will be paid by Defendants separately from the Common Fund identified below." (Id. at 5.) Therefore, according to Plaintiffs, "reimbursements for these categories are 'guaranteed cash payouts' that Birner complains about." (Reply at 37.)

Additionally, Plaintiffs argue that Birner's objection "ignores that Plaintiffs'

expert, Stockton, opined that 'based on prior experience with class settlements, that the claims rate will average approximately 15 percent' and his analysis 'conservatively assume[d] a 20% claims rate.'" (Id. at 37 (citing Stockton Decl. ¶ 46).) Moreover, as the Ninth Circuit has held, a class action settlement notice "is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." Churchill Vill., L.L.C. v. GE, 361 F.3d 566, 575 (9th Cir.2004) (internal quotation marks omitted); see also Wershba v. Apple Comput., Inc., 91 Cal. App. 4th 224, 252 (2001), disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc., 4 Cal. 5th 260, 269 (2018) ("As a general rule, class notice must strike a balance between thoroughness and the need to avoid unduly complicating the content of the notice and confusing class members."). Thus, as Plaintiffs contend, the "information Birner complains is missing from the notice, such as a 'take rate,' is not required and rarely included in notices because it would overly complicate a notice that Birner elsewhere implies is too long and confusing." (Reply at 37–38 (citing Birner Objection at 3, 10, 12).) Birner also relies on inapposite, out-of-circuit cases to support his position. (See Birner Objection at 8 (citing Bloyed v. Gen. Motors Corp., 881 S.W.2d 422, 431 (Tex. App. 1994); Buchet v. ITT Consumer Fin. Corp., 845 F. Supp. 684, 687 (D. Minn. 1994)).) Both of those cases are coupon-only settlements. That is not the case here. In this case, Defendants agreed to a non-reversionary Common Fund of at least $80 million, among other benefits. And "Plaintiffs here have provided a reasonable estimate of the amount of damages Class Members will personally receive." (Reply at 38 (citing Stockton Decl. ¶¶ 14–17).) Thus, the Court finds that the Notice to the Class satisfies the requirements of Rule 23(c)(2)(B).

C. Claim Process

Some objectors argue that the Settlement claim process warrants denial of final Settlement approval. (See Dkt. Nos. 461–463, Exs. 8, 4, 25–26, 46, 65; Birner Objection.) For instance, Jill Puleo claims that she does not have the required Proof of Payment for her steering wheel lock. (Dkt. No. 463, Ex. 65 ("[W]ithout knowing about the class action lawsuit or any other reason to keep a receipt, I did not keep a copy of that transaction.").) Likewise, Shauntiquea Foston complains that the Settlement includes "unreasonable documentation requirements," particularly given that some Class Members "lack the resources or organizational skills to maintain comprehensive documentation." (Dkt. No. 461, Ex. 25.) In response, Plaintiffs assert that "proof of

payment and other documentation requirements are routine in similar settlements and part of best practices." (Reply at 38.) See, e.g., Brightk Consulting Inc. v. BMW of N. Am., LLC, No. 21-02063, 2023 U.S. Dist. LEXIS 168723, at *5 (C.D. Cal. Sept. 12, 2023) (approving settlement process which included requirement that each "Class Member [] submit a 'legible repair order from a BMW Center,' 'proof of payment,' the mileage of the car at the time of the repair, the date of the repair, and 'a description of the Eligible Repair performed with indications as to the parts and labor for the repair'"); In re MyFord Touch Consumer Litig., No. 13-cv-03072, 2019 U.S. Dist. LEXIS 53356, at *11–12 (N.D. Cal. Mar. 28, 2019) (requiring "proof of ownership at the time of the repair, documents showing information about the repair, and proof of payment for the repair"); In re Anthem, Inc. Data Breach Litig., 327 F.R.D. 299, 325 (N.D. Cal. 2018) ("Although Settlement Class Members must also submit supporting documentation, the Settlement requires only 'documentation [that] should naturally exist and have been retained or is obtainable.' In addition to eliminating the need to prove causation, this mode of substantiation is significantly less than what Class Members would have had to produce at trial." (internal citation omitted)). Moreover, Plaintiffs argue that the Settlement "allows for multiple forms of proof for all requirements." (Reply at 39.) For instance, Proof of Payment can include attestations in certain circumstances, and "Proof of Qualifying Theft" and "Proof of Qualifying Theft Attempt" may include police reports that can be filed at any time prior to submitting a claim. (ASA §§ I.V, I.X.)

Moreover, Jared Anderson disagrees with the claim period ending 180 days after final approval. (Dkt. No. 461, Ex. 4.) But according to Plaintiffs, "an end date for the claims period is necessary to administer the Settlement, which may be adjusted pro rata based on the number of approved claims." (Reply at 39.) Plaintiffs further argue that "the benefits provided in the Settlement adequately address the risk of theft created by the alleged Defect such that there is no need to extend the claim period beyond a reasonable period to allow all Class members to repair their vehicles." (Id.) The Court agrees with Plaintiffs and finds that the 180-day claim period is sufficient.

Lastly, Birner argues that the "claims processing and eligibility requirements are strict, unduly burdensome and designed to discourage class members from filing claims." (Birner Objection at 3.) However, "[t]he requirement that class members download a claim form or request in writing a claim form, complete the form, and mail it back to the settlement administrator is not onerous." In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs. & Prod. Liab. Litig., No. 10 ML 02151, 2013 WL

3224585, at *18 (C.D. Cal. June 17, 2013). And Birner does not explain what is "strict" or "unduly burdensome" about the claims process. (See generally Birner Objection.) At most, Birner argues that the claim form is "technical verbiage." (Id. at 3.) But Class members can, as many have done, contact Class Counsel or the Settlement Administrator to help them with the claims process. (See ASA § IV.C; Leadership Reply Decl. ¶ 3.) Birner further asserts that "Class counsel in its recent Fee Petition remarked that over 210,000 class members have already filed claims which illustrates that these class members are not aware that the plan has not yet been approved." (Birner Objection at 4.) The Court finds this argument unpersuasive. As Plaintiffs point out, "Class members need not wait until the Settlement receives final approval to file their claims." (Reply at 40.)

Thus, the Court finds that the claim process is fair, reasonable, and adequate.

D. Miscellaneous Objections

Most of the pro se objections fall within the aforementioned categories, but a few Class members made additional objections to the Settlement. The Court will address those now.

1. Buyback Program and Replacement Vehicles

Some objectors seek to have Defendants institute a buyback program or provide them with new vehicles. (See Dkt. Nos. 461–462, 464, Exs. 2, 25–27, 41, 47, 76.) For instance, Jhaza Tanner seeks "a replacement vehicle of equal or greater value" and "[f]ull reimbursement of all payments made on the vehicle and associated insurance premiums." (Dkt. No. 464, Ex. 76.) Similarly, other objectors complain that the Settlement does not provide reimbursement for the cost of purchasing new replacement vehicles. (Dkt. Nos. 461–462, Exs. 17, 20, 29, 32.) However, as discussed in the Court's prior orders, there are substantial risks for the Class should the case proceed to trial. (See Order Denying Motion for Preliminary Settlement Approval; Order Granting Motion for Preliminary Settlement Approval.) As stated in their Motion,

> [b]ased on their experience, Class Counsel believe that Defendants would argue throughout this litigation that: (1) the Class Vehicles are not defective, and that the vast majority of Class Vehicles have

> not experienced a manifestation of the Defect (i.e., theft); (2) even if the Defect did exist, Defendants did not have pre-sale knowledge of its existence. This litigation concerns dozens of vehicle models, some of which were designed and sold over a decade ago. Thus, establishing Defendants' knowledge of the Defect at the time of sale through records which may be more than a decade old presents considerable difficulties; and (3) Plaintiffs' claims rest upon novel and untested theories of liability which may not withstand summary judgment or an appeal. In particular, Plaintiffs' claims depend upon a finding that the Class Vehicles do not comply with federal standards and that the criminal actions of third parties do not eliminate Defendants' liability.

(Mot. at 8.) Plaintiffs also assert that "through this Settlement, Class Members can avoid the meaningful risks and expenses posed by continued litigation and enjoy the significant and guaranteed benefits years before the earliest date possible through continued litigation." (Id. at 9.) See, e.g., Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (settlement amounting to "only a fraction of the potential recovery" was fair "given the difficulties in proving the case"); Barragan v. Populus Fin. Grp., Inc., No. 21-cv-08021, 2023 U.S. Dist. LEXIS 27605, at *8 (C.D. Cal. Feb. 10, 2023) ("An immediate recovery for class members is preferable to prolonged risk and expense of further litigation."); Ruiz v. JCP Logistics, Inc., No. 13-1908, 2016 WL 6156212, at *5 (C.D. Cal. Aug. 12, 2016) ("Settlement eliminates the risks inherent in continued litigation, and it may be the last chance for class members to obtain relief."). As the Ninth Circuit has noted,

> [o]f course it is possible, as many of the objectors' affidavits imply, that the settlement could have been better. . . . Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion. In this regard, the fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness.

Hanlon, 150 F.3d at 1027 (emphasis added). Thus, the Court finds that objections

calling for a buyback program and replacement vehicles improperly argue that the Settlement should be better.

Accordingly, the Court **OVERRULES** these objections.

2. Cy pres

The ASA provides that "any 'minimum' balance remaining from the Common Fund i.e., the $80 million floor of the Common Fund, after the claims period has expired shall be redistributed to claimants on a pro-rata basis based on each claimant's eligible claim amount, unless administratively infeasible, in which case they shall be distributed to a Court-approved cy pres recipient, until such minimum balance is depleted." (ASA § II.D.7.) Two objectors, Tomera Davis ("Davis") and Birner, object to this provision. (See Dkt. No. 461, Ex. 16; Birner Objection.) Davis questions whether the cy pres recipient will be related to Defendants and that it "seems sketchy." (Dkt. No. 461, Ex. 16.) Similarly, Birner objects because "Class members have a right to know the identity of the Cy Pres recipient." (Birner Objection at 16.) "However, this issue becomes ripe only if the entire settlement fund is not distributed to class members." Rodriguez v. West Publ'g Corp., 563 F.3d 948, 966 (9th Cir. 2009) (citation omitted). "That trigger point has not been reached; no cy pres disbursement is imminent; and the fund in this case may well be depleted before cy pres kicks in." Id. Thus, the Court concludes that the objections regarding the identity of the cy pres recipient are premature at this time. See, e.g., Hartless v. Clorox Co., 273 F.R.D. 630, 642 (S.D. Cal. 2011) ("The issue of cy pres distribution, however, is premature until the claims process is concluded and it is determined that there are unclaimed funds."); Martinez v. Semi-Tropic Coop. Gin, No. 19-cv-01581, 2022 U.S. Dist. LEXIS 190910, at *16 (E.D. Cal. Oct. 18, 2022) ("Nevertheless, the Ninth Circuit observed also that issues related to the identity of a cy pres beneficiary are not generally ripe until there are funds that remain unclaimed.").

Accordingly, the Court **OVERRULES** these objections.

3. Claim Cap for Steering Wheel Lock Reimbursements

Three objectors claim that they each paid $65 for steering wheel locks, but the Settlement only provides a $50 reimbursement. (See Dkt. No. 464, Exs. 81–83.) However, similar to the claim cap objections addressed above, the Court finds that the

$50 cap for steering wheel lock reimbursements is reasonable.

Accordingly, the Court **OVERRULES** these objections.

4. Reconstructed Vehicle Title

David Mickinac argues that his vehicle will suffer from being a reconstructed title due to the theft. (See Dkt. No. 462, Ex. 50.) However, for reasons previously stated in its prior orders, the Court finds that the Settlement is reasonable with respect to Class members who suffered a theft or theft attempt. And as discussed above, the Settlement does not need to provide relief for every possible form of incidental damages. See Mendoza, 2017 WL 342059, at *10.

Accordingly, the Court **OVERRULES** this objection.

5. Local Attorney

Jhaza Tanner objects to the Settlement due to "the lack of representation from Los Angeles, CA in the class counsel." (See Dkt. No. 464, Ex. 76.) First, as Plaintiffs contend, "[t]he location of Class Counsel bears no import on the adequacy of the Settlement." (Reply at 41.) Second, the objection is incorrect. For example, Roland Tellis, who is in Los Angeles, was appointed as Class Counsel in this Court's prior order. (See Order Granting Motion for Preliminary Settlement Approval.) And Hagens Berman Sobol Shapiro LLP, one of the Class Counsel's law firms, has a Los Angeles office. (Id.)

Accordingly, the Court **OVERRULES** this objection.

6. Admission of Liability

John Podgornik objects to the Settlement due to "Kia's lack of acknowledgement in abusing consumer trust" and asks that the Court impose a $1,000 civil fee/penalty for each Class Vehicle. (See Dkt. No. 463, Ex. 63.) In response, Plaintiffs assert that "[t]he absence of an admission of liability is routine and common in settlements (indeed, it is commonly a motivating factor for a defendant to settle claims), and the Court cannot impose a 'civil fee/penalty' in the Settlement." (Reply at 41.) The Court agrees with

Plaintiffs. This demand is merely an objection for not getting a "better" Settlement. Hanlon, 150 F.3d at 1027.

Accordingly, the Court **OVERRULES** this objection.

7. Reimbursement for Anti-Theft System Installed in Software Upgrade Eligible Class Vehicles

Five Class members object that the Settlement does not provide additional reimbursements for installation of aftermarket anti-theft devices. (See Dkt. Nos. 461, 464, Exs. 18, 74, 81–83.) These objections rest on the assumption that the Software Upgrade is inadequate to address the risk of theft. But as discussed above and in this Court's prior order, the Software Upgrade adequately addressed the risk of theft in Class Vehicles. Moreover, these objections, like many others, simply argue that the Settlement should be "better" by providing Class Members with additional compensation. See Hendricks v. StarKist Co., No. 13-cv-00729, 2016 WL 5462423, at *6 (N.D. Cal. Sept. 26, 2016) ("That a more favorable result for some Class Members could potentially have been reached is not a sufficient reason to reject an otherwise fair and reasonable settlement. . . . More significantly, the request for a higher settlement fails to account for the risk, expense, complexity, and likely duration of further protracted litigation." (quotation marks and citation omitted)).

Accordingly, the Court **OVERRULES** these objections.

8. Remote Ignition Systems

Sharry Edwards and Richard Ladouceur object to the Settlement because the Software Upgrade cannot be installed on their Class Vehicles since they installed aftermarket remote starters that are not compatible with the Software Upgrade. (See Dkt. Nos. 461–462, Exs. 21, 42.) In response, Plaintiffs argue that it is "not feasible to design, install, and warrant the Software Upgrade to be compatible with countless unknown aftermarket devices that modify the ignition system." (Reply at 42.) The Court agrees with Plaintiffs. And to the extent certain Class members have installed aftermarket remote starters that prevent the installation of the Software Upgrade in their Class Vehicles, the issue seems too insubstantial for the Court to disturb the overall Settlement.

Accordingly, the Court **OVERRULES** these objections.

9. Other

Phyllis Killebrew Flanders ("Flanders") objects to the Settlement because thieves damaged her "electric privacy gate" when stealing her vehicle, and she seeks to be compensated for the gate repairs. (See Dkt. No. 461, Ex. 24.) However, as Plaintiffs point out, Flanders' objection overlooks that "damage to her gate is covered up to $3,375 or 33% of Black Book value of the Class Vehicle (whichever is greater) because it is 'personal property stolen or damaged as a result of a Qualifying Theft or Qualifying Theft Attempt.'" (Reply at 43 (quoting ASA § II.D.3.b.).)

Nancy Pawlowski objects to the Settlement because of title and credit reporting issues specific to a single dealership and herself, which allegedly demonstrates "an overall business model for the Kia Corporation to operate on the basis of fraud and deceit." (See Dkt. No. 463, Ex. 61.) But the Court finds that this particular objection is highly individualized and not typical of the Class. See Mendoza, 2017 WL 342059, at *10–11.

Accordingly, the Court **OVERRULES** these objections.

IV. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Plaintiffs' Motion for final approval of the Settlement.

IT IS SO ORDERED.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 8:22-ml-03052-JVS (KESx) Date November 19, 2024

Title In Re: Kia Hyundai Vehicle Theft Litigation

Present: The Honorable **James V. Selna, U.S. District Court Judge**

Elsa Vargas	Not Present
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
Not Present	Not Present

Proceedings: **[IN CHAMBERS] Order Regarding Motion for Reconsideration [644]**

The Court approved the final Settlement of the consumer track of this multi-district litigation on October 1, 2024. (Final Settlement Approval, Dkt. No. 629.) In response, Donald Birner ("Birner") has filed a Motion to Reconsider and Alter and Amend the Final Approval of Settlement. (Mot., Dkt. No. 644.)

For the following reasons, the Court **DENIES** the motion.

I. BACKGROUND

The background of this case is well-known to the parties and detailed in the Court's prior Orders. (See Final Settlement Approval; Order Denying Motion for Preliminary Settlement Approval, Dkt. No. 200; Order Granting Motion for Preliminary Settlement Approval, Dkt. No. 259.) The Court recites the underlying facts only as necessary to support the instant motion.

After preliminarily approving the Settlement, Hyundai and the Claims Administrator provided Notice to the Class in accordance with the Settlement Agreement. (Final Settlement Approval at 1.) The deadline for objections and opt-outs was May 3, 2024. (Dkt. No. 256, ¶ 46.) Birner properly filed an objection on May 3, 2024. (Donald Birner's Objection to the Amended Settlement Agreement ("Birner Objection"), Dkt. No. 407.)

On October 1, 2024, this Court approved the final Settlement for the consumer class track of this multi-district litigation. (See generally Final Settlement Approval.)

EXHIBIT D

Order dated November 19, 2024, of District Court denying Objectors Motion to Reconsider

The Court recognized several of Birner's objections in its Final Settlement Approval. (Id.) On October 27, 2024, Birner filed a motion for reconsideration of the Final Settlement Approval. (Mot. at 1.) Birner has waived oral argument on the matter. (Id.)

II. LEGAL STANDARD

Motions for reconsideration are governed by Federal Rule of Civil Procedure 59(e). A motion for reconsideration "is an 'extraordinary remedy, to be used sparingly in the interests of finality and conservation of judicial resources.'" America Unites for Kids v. Lyon, No. 15-2124, 2015 WL 5822578, at *3 (C.D. Cal. Sept. 30, 2015) (citation omitted). Thus, "a motion for reconsideration should not be granted absent highly unusual circumstances," such as where a district court "is presented with newly discovered evidence, committed clear error, or if there is an intervening change in the controlling law." 389 Orange St. Partners v. Arnold, 179 F.3d 656, 665 (9th Cir. 1999). Motions for reconsideration cannot "be used to raise arguments or present evidence for the first time when they could reasonably have been raised earlier in the litigation." Carroll v. Nakutani, 342 F.3d 934, 945 (9th Cir. 2003).

"Courts in this district have interpreted Local Rule 7-18 to be coextensive with Rules 59(e) and 60(b)." Tawfilis v. Allergan, Inc., No. 15-307, 2015 WL 9982762, at *1 (C.D. Cal. Dec. 14, 2015). The grounds for reconsideration are set forth in Local Rule 7-18, which provides:

> A motion for reconsideration of the decision on any motion may be made only on the grounds of (a) a material difference in fact or law from that presented to the Court before such decision that in the exercise of reasonable diligence could not have been known to the party moving for reconsideration at the time of such decision, or (b) the emergence of new material facts or a change of law occurring after the time of such decision, or (c) a manifest showing of a failure to consider material facts presented to the Court before such decision. No motion for reconsideration shall in any manner repeat any oral or written argument made in support of or in opposition to the original motion.

L.R. 7-18.[1] The Court has discretion in determining whether to grant a motion for reconsideration. See Navajo Nation v. Confederated Tribes & Bands of the Yakima Indian Nation, 331 F.3d 1041, 1046 (9th Cir. 2003).

III. DISCUSSION

Birner makes six arguments for reconsideration or modification of the Final Settlement Approval. The Court will take each argument in turn.

A. 2.6 Million Class Vehicles Are Not Covered

Birner first argues that the Court should amend the approval of the agreement by requiring the Software Upgrade to include all class vehicles, including those previously deemed ineligible. (Mot. at 2–3.) Specifically, Birner argues that there are approximately 2.6 million class vehicles that are ineligible for the software upgrade and thus, remain vulnerable to easy theft. (Id.)

The Court addressed this argument in the Final Settlement Approval when it clarified that:

> Class members with Class Vehicles that are ineligible to receieve the Software Upgrade may seek reimbursement of up to $300 per Class Vehicle for the purchase of a sterring wheel lock, a glass breakage alarm or similar anti-theft system (including installation), or another aftermarket modification designed to deter or prevent theft so long as that purchase was made when the Class Vehicle was ineligible for the Software Upgrade.

(Final Settlement Approval at 17 (citing ASA §§ I.X., II.C.1.).)

Birner is not arguing that there is a material difference in law or fact, nor that there are new facts or a material failure to consider existing facts. Accordingly, there are no

[1] See also School Dist. No. 1J, Multnomah Cnty. v. ACandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993) (reconsideration appropriate if the movant demonstrates clear error, manifest injustice, newly discovered evidence, or an intervening change in controlling law).

grounds for reconsideration on the basis that some Class Members are ineligible. The settlement fairly and reasonable compensates them for alternative anti-theft systems.

B. Court's Approval of Ineligible Vehicles and Reliance on Federal Motor Vehicle Safety Standard (FMVSS) No. 114

Birner argues second that the Court improperly approved the condition that certain ineligible vehicles will not receive the Software Upgrade. (Mot. at 4.) The Settlement provided that not all Class members would be eligible for the Software Upgrade and would instead be entitled reimbursement for alternative anti-theft devices and measures. (Final Settlement Approval at 16.) The Court partially justified its approval of this provision on the basis that the National Highway Traffic Safety Administration ("NHTSA") provided guidance that Federal Motor Vehicle Safety Standard ("FMVSS") No. 114 "does not require an engine immobilizer." (Id.) Thus, among other reasons, because federal safety standards did not require an engine immobilizer, the condition allowing reimbursement for alternative remedies for ineligible vehicles was found to be adequate and reasonable. (Id. at 17.)

Birner responds, however, that it is misleading to rely on one official at NHTSA. (Mot. at 4.) Birner argues that FMVSS No. 114 requires "a device" for anti-theft protection which prevents forward mobility "by means of locking the engine control module." (Id. at 7.) Birner contends that this must be an immobilizer and thus, NHTSA and the Court were wrong to rely on an interpretation that FMVSS No. 114 does not require an engine immobilizer. (Id.)

"[A] motion for reconsideration should not be granted absent highly unusual circumstances," such as where a district court "is presented with newly discovered evidence, committed clear error, or if there is an intervening change in the controlling law." 389 Orange St. Partners v. Arnold, 179 F.3d 656, 665 (9th Cir. 1999). Birner's argument is neither that there is newly discovered evidence nor a change in controlling law. Rather, the Court will understand Birner's argument as an argument that the Court has manifestly failed to consider a material fact in coming to its conclusion.

However, the Court considered arguments for and against an interpretation of FMVSS No. 114 as requiring an immobilizer. (See Final Settlement Approval at 16–17.) Ultimately, the Court concluded that an engine immoblizer is not "the only way to

effectively address the risk of theft created by the Defect." (Id. at 17.) This conclusion was supported, in part, by the interpretation of FMVSS No. 114 by the NHTSA. (Id.) Thus, the Court found that Settlement terms for ineligible Class members was adequate and reasonable where it allowed reimbursement of up to $300 for alterative theft protection, including similar anti-theft devices. (Id. at 18.) While Birner may disagree with the findings of the NHTSA and the Court, his mere disagreement does not merit reconsideration of the Final Settlement Approval Order.

C. Collateral Source Rule

Birner's third argument is that the Court did not properly consider the Collateral Source Rule[2] when it approved the Settlement. (Mot. at 7.) Birner raised this same objection while the Court was hearing objections to the Final Settlement Approval. (Birner Objection at 11.) The Final Settlement Agreement considered and overruled his argument. (See Final Settlement Approval at 13–14.) Accordingly, there are no grounds for reconsideration on this issue.

D. The 40% Risk Discount

Birner's fourth argument is that the 40% discount given to Defendants "was based on an erroneous interpretation of the law and class counsel's election not to contest those issues . . . ." (Mot. at 10–11.) Birner acknowledges that he raised these arguments at an earlier time, but argues that the Court "probably did not consider" his arguments in evaluating the 40% deduction. (Id. at 10.)

Birner is mistaken. The Court first addressed the issue of 40% in the Order regarding Class Certification and Preliminary Settlement Agreement. At this time, the Court considered the positions of the parties with regard to litigation risk and found that "the discount represents a fair amount." (Order for Class Certification and Preliminary Settlement Approval, Dkt. No. 200, at 26.) In 2024, the Court once again considered objections to the risk discount, including Birner's, and concluded that 40% was a

[2] The Collateral Source Rule is both a rule of evidence and rule of damages that stated "if an injured party receives some compensation for his injuries from a source wholly independent of the tortfeasor, such payment should not be deducted from the damages which the plaintiff would otherwise collect from the tortfeasor." Helfend v. Southern Cal. Rapid Transit Dist., 2 Cal.3d 1, 6 (1970).

"modest discount" and "appropriate to account for the ligation risk and avoiding the delay of relief to Class members[.]" (Final Settlement Approval at 10.) Birner may disagree with the perceived strengths and weakness of the cases, along with the risk that comes with delaying settlement. However, his disagreement with the purported legal defenses are not enough to warrant reconsideration. See Zakikhani v. Hyundai Motor Co., No. 20-cv-01584, 2023 U.S. Dist. LEXIS 123158, at *22 (C.D. Cal. May 5, 2023) ("An objection that merely argues that the settlement terms for Class Members could have been better 'does not mean the settlement [is] not fair, reasonable or adequate.'") (quoting Hanlon v. Chrysler Corp., 150 F.3d 1011, 1027 (9th Cir. 1998). Accordingly, this argument does not merit reconsideration.

E. Loss of Bargain Damages

Birner's fifth argument for reconsideration is that the Court did not consider the "immediate" diminished value when it considered diminution of market value. (Mot. at 16–17.) Birner concedes that the Court considered diminution of market value resulting from third party resale value, but argues that the Court did not consider the immediate loss of value at the time of purchase. (Id. at 17.)

First, Birner's prior objections did not raise this issue and thus, reconsideration should not be granted where Birner is simply bringing forth a new argument without a change in material facts. See Carroll, 342 F.3d at 945 (holding that motions for reconsideration cannot "be used to raise arguments or present evidence for the first time when they could reasonably have been raised earlier in the litigation").

Second, the Court considered a wide array of potential damages when it determined that the $145 million common fund was sufficient. While Birner may disagree with the result and desire that each particular damage be compensated, such is not the nature of settlements. See Aarons v. BMW of N. Am., LLC, No. 11-7667, 2014 WL 4090564, at *12 (C.D. Cal. Apr. 29, 2014) ("The Court is conscious that the settlement will not make most Class members completely whole. But that is the nature of a settlement. [Defendant] denies any liability, but will nonetheless pay millions of dollars to Class members. In turn, the Class members will discount their claims to obtain a certain and timely recovery, rather than bear the significant risk and delay associated with further litigation.").

Accordingly, this argument does not merit reconsideration.

F. Theories of Liability for Loss of Bargain

Birner's sixth and final argument for reconsideration is not entirely clear. Birner restates several legal theories that the Amended Complaint had alleged and then proceeds to explain why the defendants violated those legal theories. (Mot. at 22–24.) In other words, Birner's final argument appears to be an attempt to litigate the case himself as a showing for why reconsideration is warranted. Birner provides no cogent explanation for why these arguments would warrant reconsideration. To take from the Final Settlement Approval, "any settlement necessarily involves some line-drawing, and a full compensation is not a prerequisite for a fair settlement." (See Final Settlement Approval at 7 (citing In re MacBook Keyboard Litig., No. 18-cv-02813, 2023 WL 3688452, at *10 (N.D. Cal. May 25, 2023).) The Court, the Parties, and certainly the Objectors, all considered the merits of the arguments when deciding to settle. Birner's disagreement with the outcome will not sustain a reconsideration or amendment of the Settlement.

Accordingly, Birner's motion for reconsideration is **DENIED**.

IV. CONCLUSION

For the foregoing reasons, the Court **DENIES** the motion.

IT IS SO ORDERED.

EXHIBIT E

Amended Settlement Agreement dated July 20, 2023, approved by the District Court and Ninth Circuit Appellate Court includes Notice to Class Members

Exhibit 1

SETTLEMENT AGREEMENT

In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liab. Litig., Case No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.)

This Settlement Agreement is entered into as of July 20, 2023, by and between Consumer Plaintiffs Kari Eldridge, Brittany Kingsbury, Miyoshi Morrow, Stefani Poblete Taylor, Adam Lippert, Michael Kay, Mollie McGeehon, Herbert Taylor, Arlecia Brown, Edith Bucio, Matthew Pavonetti, Jason Reyes, Ann Brady, Mark Thompson, Renee Ledet, Ian Michael Scott, Irene Beach, Leilani Cabrera, John Dylan Burton, Eric Bain, Steven Hufford, Talysia Ruff, Tyler McGill, John McGraw, Cameron Morton, Lexii Cummings, Matthew Jacobsen, Dennette Ray, Brian Helm, Adriana Pilant, Luis Enrique Vargas Rodriguez, David Lucas, Leanna Adams, Iona Barnes, Craig Granville, Jisun Kang, Michelle Pollack, Rachel Perry, Claire Roberts, Mary Kathryn Morrison, Patricia Sumpterbynum, Kristina McKnight, Trina Johnson, Marcella Blum, Matthew Butler, Kayla Collyer, David Larsen, Anthony Loburgio, Katelyn McNerney, Eryca Smith, Dave Sessions, Tajia Turner, Laura Roberts, Hubert Matthews, Rita Day, Kasey Weinfurtner, Charles Hession, Molly O'Connor, Rejene Jackson, Tiffany Devonish, Darlene Bennor, Jacquella Russell, Lauren Hernandez, John Pope, Pauline Ragsdale, Kathy Hughes, Rosemary Winner Johnson, Maggie Ketchie, Peggy Ciafullo, Amber Hall, Michael Ryle, James DePorche, Ronald DeSarro, Teresa Harris, Cameron Cunningham, Shatoya McKinney, Gerald Smith, Lauren Kawetschansky, Shana Eberhardt, Michelle Wagner, Adrian Matthews, Carolyn Catlos, Albert Lui, Nadine Quate Francis, Michael Scalise, ("Consumer Plaintiffs" or "Class Representatives"), individually and as representatives of the Class defined below, and Defendants Hyundai Motor America ("HMA"), Hyundai Motor Company ("HMC"), Hyundai American Technical Center, Inc. also doing business as Hyundai-Kia America Technical Center ("HATCI"), Kia America, Inc. ("KA"), and Kia Corporation ("KC"), (HMA, HMC, HATCI, KA, and KC are collectively the "Defendants"; Plaintiffs and Defendants are collectively the "Parties").

WHEREAS, *Marvin v. Kia America, Inc. et al.*, No. 2021CV003759 was filed on June 23, 2021, on behalf of one or more putative classes of consumers and removed to the Eastern District of Wisconsin on October 5, 2021. *Marvin v. Kia America, Inc. et al.*, No. 2:21-cv-1146-PP (E.D. Wis.). Whereas, thereafter, many similar putative consumer class actions were filed nationwide;

WHEREAS, on December 22, 2022, the Judicial Panel on Multidistrict Litigation transferred the putative consumer class action cases to the Central District of California where they are centralized as *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liab. Litig.*, Case No. 8:22-ML-3052 JVS (KESx) (C.D. Cal.) (the "Action");

WHEREAS, these cases arise from Consumer Plaintiffs' allegations that certain Hyundai and Kia vehicles that were manufactured without an engine immobilizer are unduly susceptible to theft;

WHEREAS, Defendants deny Consumer Plaintiffs' allegations, deny all liability and culpability, and maintain that they have meritorious defenses;

WHEREAS, following centralization of the cases, the Hon. James V. Selna appointed Steve W. Berman, Elizabeth A. Fegan, Kenneth McClain, and Roland Tellis as Lead Counsel for the putative consumer classes ("Class Counsel");

WHEREAS, on April 10, 2023, Consumer Plaintiffs filed their Consolidated Amended Consumer Class Action Complaint (ECF No. 84);

WHEREAS, Defendants in the Action moved to dismiss the claims of the Consumer Plaintiffs on May 1, 2023 (ECF No. 95);

WHEREAS, Class Counsel thoroughly analyzed Defendants' motion to dismiss, and continued to analyze the strength and weaknesses of their claims and the risks associated with continued litigation;

WHEREAS, following centralization of the cases, counsel for the Parties met and conferred several times regarding Consumer Plaintiffs' allegations, Defendants' defenses, and potential resolution of the litigation;

WHEREAS, as part of these settlement discussions, and in the context of a potential classwide resolution, Defendants informed Plaintiffs that they planned to make available for eligible vehicles, a software upgrade that was designed to prevent vehicles locked with the key fob from starting without the key being present by the method of theft popularized on TikTok and other social media channels;

WHEREAS, Defendants and Consumer Plaintiffs in the Action mediated several times, with the assistance of Hon. Margaret M. Morrow (Ret.) of Judicate West, and reached an agreement in principle to resolve the consumer class allegations and agreed to specify the conditions of Settlement in this Settlement Agreement, to be filed with the Court for approval;

WHEREAS, Class Counsel have investigated the facts and law relating to Consumer Plaintiffs' claims and Defendants' defenses, and have concluded that a settlement with Defendants according to the terms set forth below is in the best interests of Consumer Plaintiffs and the Class;

WHEREAS, despite their denial of any liability or culpability and their belief that they have meritorious defenses to the claims alleged, Defendants nevertheless have decided to enter into this Settlement Agreement as a benefit to their customers and to avoid further litigation;

WHEREAS, Class Counsel have and will continue to take reasonable confirmatory discovery, to the extent that additional information is reasonably required to support the terms of the Settlement Agreement. Any such discovery shall be subject to limitations as negotiated by Class Counsel and Defendants' counsel;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and intending to be legally bound, it is agreed by and among the undersigned that this Action be settled, compromised, and judgment entered on the terms and conditions set forth below:

I. DEFINITIONS

A. "Action"

"Action" refers to the consolidated litigation titled *In re: Kia Hyundai Vehicle Theft Litigation*, MDL No. 8:22-ml-03052 (C.D. Cal.), inclusive of all underlying cases that were consolidated.

B. "Claim"

A "Claim" is a request for reimbursement or payment under this Settlement Agreement.

C. "Claimant"

A "Claimant" is a Class member or other person or entity eligible to make a Claim pursuant to this Settlement Agreement.

D. "Claim Form"

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

E. "Class" or "Settlement Class"

"Class" or "Settlement Class" refers to all persons or entities who purchased or leased a Class Vehicle in the United States (including Puerto Rico, Virgin Islands, and Guam). Excluded from the Class are Defendants; any affiliate, parent, or subsidiary of Defendants; any entity in which Defendants has a controlling interest; any officer, director, or employee of Defendants; any successor or assign of Defendants; any judge to whom this Action 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. In addition, excluded from the Class are individuals and/or entities who validly and timely opt-out. Also excluded from the Class are consumers and businesses, including insurers, that have purchased or otherwise obtained title for Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means) and current or former owners of Class Vehicles that previously released their claims in an individual settlement with one or more Defendants with respect to the issues raised in the Action.

F. "Class Counsel"

"Class Counsel" means the Consumer Class Action Leadership Counsel in the Action—Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Elizabeth A. Fegan of Fegan Scott LLC, Kenneth B. McClain of Humphrey Farrington & McClain, P.C., and Roland Tellis of Baron & Budd, P.C., as per the February 9, 2023 Order of Judge Selna in the Action (ECF No. 50).

G. "Class Vehicle"

"Class Vehicle" refers to all MY2011-2022 Kia and Hyundai vehicles manufactured without an engine immobilizer that were sold in the United States (including Puerto Rico, Virgin Islands, and Guam), including:

Hyundai	Kia
2011-2022 Accent	2011-2021 Forte
2011-2022 Elantra	2021-2022 K5
2013-2020 Elantra GT	2011-2020 Optima
2013-2014 Elantra Coupe	2011-2021 Rio
2011-2012 Elantra Touring	2011-2021 Sedona
2011-2014 Genesis Coupe	2021-2022 Seltos
2018-2022 Kona	2011-2022 Soul
2020-2021 Palisade	2011-2022 Sorento
2011-2022 Santa Fe	2011-2022 Sportage
2013-2018 Santa Fe Sport	
2019 Santa Fe XL	
2011-2019 Sonata	
2011-2022 Tucson	
2012-2017, 2019-2021 Veloster	
2020-2021 Venue	
2011-2012 Veracruz	

H. "Consumer Plaintiffs' Counsel"

"Consumer Plaintiffs' Counsel" (as distinct from "Class Counsel") means Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Elizabeth A. Fegan of Fegan Scott LLC, Kenneth B. McClain of Humphrey Farrington, P.C. & McClain, Roland Tellis of Baron & Budd, P.C., Jeffrey S. Goldenberg of Goldenberg Schneider LPA, Matthew D. Schelkopf of Sauder Schelkopf LLC, Tiffany Marko Yiatras of Consumer Protection Legal LLC, Michael F. Ram of Morgan and Morgan Complex Litigation Group, Amanda K. Klevorn of Burns Charest LLP, Jason S. Rathod of Migliaccio and Rathod LLP, as per the February 9, 2023 Order of Judge Selna in the Action (ECF No. 50).

I. "Court"

"Court" means the United States District Court for the Central District of California.

J. "Defendants" or "Settling Defendants"

"Defendants" or "Settling Defendants" means HMA, HMC, HATCI, KA, and KC.

K. "Effective Date"

"Effective Date" means the first date 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 there is an appeal, the Effective Date of this Settlement Agreement shall be the

date on which all appellate rights with respect to the Final Approval Order and Judgement in the Action have expired or been exhausted in such a manner as to render the Final Approval Order and Judgment non-appealable.

L. "Fairness Hearing" and/or "Final Approval Hearing"

"Fairness Hearing" and/or "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement Agreement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement Agreement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Consumer 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 Agreement; (e) rule on Class Counsel's Application for a Fee and Expense Award; (f) rule on Class Representatives' Application for Class Representative Service Awards; and (g) consider whether to enter the Final Approval Order.

M. "Final Approval Order and Judgment"

"Final Approval Order and Judgment" means the order and judgment issued by the Court granting final approval of this Settlement Agreement, confirming certification of the Classes, and making such other findings and determinations as the Court deems necessary and appropriate to approve the Settlement.

N. "Insurance Records"

"Insurance Records" refers to documents issued by the Claimant's car insurance company reflecting either denial of coverage or a final insurance settlement that shows how much the insurance paid minus the deductible (showing the deductible amount).

O. "Long Form Notice"

"Long Form Notice" refers to the notice to be sent to the Class as detailed below, substantially in the same form as Exhibit A.

P. "Notice Date"

"Notice Date" refers to the date 90 days after the Court enters an order preliminarily approving this Settlement Agreement.

Q. "Parties" or "Party"

"Parties" (or "Party" individually) means Consumer Plaintiffs and/or Defendants.

R. "Preliminary Approval Order"

"Preliminary Approval Order" means the order issued by the Court granting preliminary approval of this Settlement Agreement.

S. "Proof of Ownership"

"Proof of Ownership" means a copy of any document(s) issued to a Claimant by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that the Claimant currently owns or leases (or previously owned or leased) a Class Vehicle, identified by Vehicle Identification Number ("VIN"). Examples of such documents include owner registration card, vehicle title, bank note identifying the vehicle, and insurance card. Defendants and the Settlement Administrator are not responsible for returning documents (i.e., Claimants should not send in original registration cards or vehicle titles when submitting Claims).

T. "Proof of Payment"

"Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (*e.g.*, a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

Defendants and the Settlement Administrator may ask Claimants for additional Proof of Payment if fraud is suspected but must contemporaneously notify Class Counsel of such request.

U. "Proof of Qualifying Loss"

Class members must establish a "Qualifying Loss" via Proof of Ownership and such other comparable documentation containing information necessary for the Settlement Administrator to verify the loss, including as specified in Section II.D.3. Such documentation can include, but is not limited to, a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value. For Total Loss, see "Total Loss" definition for other documentation required in addition to the Proof of Ownership required by this section.

V. "Proof of Qualifying Theft" and "Proof of Qualifying Theft Attempt"

"Proof of Qualifying Theft" and "Proof of Qualifying Theft Attempt" means the original or a copy of any document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model. The documents establishing a Qualifying Theft or Qualifying Theft Attempt may include a police report and, if the Class Vehicle is insured, Insurance Records, and/or a similar third-party report with comparable trustworthiness, reliability, and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses.

W. "Qualifying Loss"

"Qualifying Loss" refers to an out-of-pocket loss or uncompensated loss resulting from a Qualifying Theft or Qualifying Theft Attempt of a Class Vehicle, provided such loss is reimbursable under Section II.D.3.

X. "Qualifying Purchase"

"Qualifying Purchase" means:

(1) the purchase by a Class member whose Class Vehicle is not eligible for the Software Upgrade of a steering wheel lock, a glass breakage alarm or similar anti-theft system (including installation), or another aftermarket modification designed to deter or prevent theft such as the Hyundai Accessory Security Kit (including installation); and

(2) the purchase by a Class member whose Class Vehicle is eligible for the Software Upgrade of a steering wheel lock, if that purchase was made at least thirty days before the Software Upgrade was available for that Class member's Class Vehicle.

Y. "Qualifying Theft" and "Qualifying Theft Attempt"

"Qualifying Theft" refers to the theft of a Class Vehicle through forcible entry and breach of the ignition system. "Qualifying Theft Attempt" refers to an attempted theft of a Class Vehicle through forcible entry and either an attempted dismantling of the steering column or an attempted breach of the ignition system.

A Class Member may demonstrate a Qualifying Theft or a Qualifying Theft Attempt through objectively reliable documentation. If a Class Vehicle was stolen and a Class member demonstrates through objectively reliable documentation that the Class Vehicle was not recovered after being stolen, this circumstance will be treated as a "Qualifying Theft." Defendants may rebut this presumption with any available proof.

Z. "Releasees"

"Releasee[s]" shall refer jointly and severally, individually and collectively to entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated

advertisements for the Class Vehicles, Defendants, Hyundai Motor Manufacturing Alabama, Kia Georgia, Inc., all affiliates of the Hyundai Motor Group, including Hyundai Capital America, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, 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 Releasee.

AA. "Releasors"

"Releasor[s]" shall refer jointly and severally, individually and collectively to the Class Representatives, the 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.

BB. "Settlement" and "Settlement Agreement"

"Settlement" means the settlement into which the Parties have entered to resolve the Action, the terms of which are as set forth in this "Settlement Agreement."

CC. "Settlement Administrator"

"Settlement Administrator" means the administrator selected jointly by Defendants and Class Counsel and approved by the Court to administer the Settlement.

DD. "Software Alternative Class Vehicles"

"Software Alternative Class Vehicles" refers to those Class Vehicles that are not Software Eligible Class Vehicles and are eligible to receive the benefits set forth in Section II.C., including as specified below. In addition, all Class Vehicles in Puerto Rico, Virgin Islands, and Guam shall be considered part of the Software Alternative Class (regardless of the model of the Class Vehicle), unless and until the Software Upgrade becomes available for a particular model within a given territory.

If a "Software Alternative Class Vehicle" becomes eligible to receive the Software Upgrade, as of thirty (30) days after the postmarked date of the mail notice notifying the Class member their Class Vehicle is eligible for the Software Upgrade, it will no longer be considered a "Software Alternative Class Vehicle" for purposes of receiving the benefit under Section II.C if the purchase of a steering wheel lock or a glass breakage alarm or similar anti-theft system

(including installation), or another aftermarket modification designed to deter or prevent theft was made after the Software Upgrade was available for that Class Vehicle.

Company	Model	Model Years
Kia	Sportage	2011-2016
Kia	Soul	2011-2022
Kia	Rio	2011-2017
Kia	Forte	2011-2016
Hyundai	Accent	2011-2017
Hyundai	Veracruz	2011-2012
Hyundai	Santa Fe	2011-2012
Hyundai	Genesis Coupe	2011-2012
Hyundai	Elantra Coupe	2013-2014
Hyundai	Elantra Touring	2011-2012

EE. "Software Eligible Class Vehicles"

"Software Eligible Class Vehicles" refers to those Class Vehicles that are eligible for the Software Upgrade and eligible to receive the benefits under Sections II.A, II.B, and II.D including:

Company	Model	Model Years
Kia	Sportage	2011-2022
Kia	Sorento	2011-2022
Kia	K5	2021-2022
Kia	Sedona	2011-2021
Kia	Forte	2014-2021
Kia	Rio	2012-2021
Kia	Seltos	2021-2022
Kia	Optima	2011-2020
Kia	Soul	2020-2022
Hyundai	Sonata	2011-2019
Hyundai	Tucson	2011-2022
Hyundai	Santa Fe Sport	2013-2018

Company	Model	Model Years
Hyundai	Santa Fe	2013-2022
Hyundai	Santa Fe XL	2019
Hyundai	Palisade	2020-2021
Hyundai	Elantra	2011-2022
Hyundai	Kona	2018-2022
Hyundai	Veloster	2012-2017 2019-2021
Hyundai	Accent	2018-2022
Hyundai	Venue	2020-2021
Hyundai	Elantra GT	2013-2020
Hyundai	Genesis Coupe	2013-2014

FF. "Software Upgrade"

"Software Upgrade" refers to the software made available by Defendants to effectively address the fact that Class Vehicles do not contain engine immobilizers, and which is designed to prevent the Software-Eligible Class Vehicles locked with a key fob from starting without the key being present using a method of theft popularized on TikTok and other social media channels.

GG. "Total Loss"

Any Claimant who suffers and can establish a "Total Loss" of a Class Vehicle that is due to a Qualifying Theft or Qualifying Theft Attempt shall be entitled to payment from the Common Fund as set forth below. A "Total Loss" refers to any of the following situations:

- The Class Vehicle has been wrecked, destroyed, or damaged so badly as a result of the Qualifying Theft or Qualifying Theft Attempt (excluding pre-existing damage) that it is objectively uneconomical to repair the Class Vehicle (*i.e.*, repair costs would be at least 70% of the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition), as established by objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, any required license, and online reviews (all subject to verification).

- The Class member's disposal (through sale or donation) of the Class Vehicle for less than 30% of the fair market value of the Class Vehicle, as measured by the

Black Book value for a comparable private party vehicle in average condition. In the event of a sale, the Class member must submit proof of the amount received via the sale. If the Class Vehicle was donated or sold, the tax-deductible donation value or sale amount will be discounted from the claimed loss. For example, if the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition is $5,500 and the tax-deductible receipt or sales documentation shows a donated value or paid amount of $500, the claimed loss for the value of the vehicle can be a maximum of $5,000. A copy of a tax-deductible receipt is required if the Class Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form).

- The Class Vehicle subject to a Qualifying Theft or Qualifying Theft Attempt was declared a Total Loss by an insurer, but the Class member was still not made whole by the insurance payments, as measured by the Black Book value (private party/average condition) minus total insurance settlement/payment received. Insurance documentation showing the amount claimed and recovered from an insurer is required.

- It has been at least three months since the Qualifying Theft and the Class Vehicle has not been recovered. In the event a Class Vehicle is recovered following the submission of a claim but before payment is issued from the Common Fund, the Class member must notify the Settlement Administrator of the recovery. The Settlement Administrator may re-evaluate the amount due to the Class member under the Settlement Agreement given the recovery of the Class Vehicle.

- For each of the above, a Claimant's loss will be measured in relation to the Black Book value of a comparable private party vehicle in very average condition. To determine the Black Book value, Claimants must submit the last known (or estimated) mileage of the Class Vehicle and identify any options that were installed on the Class Vehicle. The Settlement Administrator, on behalf of HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles), shall take all reasonably available steps to acquire all information necessary to determine the Black Book value, including, but not limited to, contacting dealerships for last known (or estimated) mileage of the Class Vehicle and any options that were installed on the Class Vehicle.

II. SETTLEMENT CONSIDERATION

In consideration for the Settlement Agreement, entry of judgment, and dismissal, and for the mutual release provided herein, Defendants agree to provide the following consideration to the Class:

A. Software Upgrade for Software Eligible Class Vehicles

1. Defendants shall make available in the United States (the fifty states and the District of Columbia) at no cost to Class members a Software Upgrade for Software Eligible Class Vehicles to effectively address the fact that the Class Vehicles do not contain immobilizers.

2. The Software Upgrade is designed to prevent Software Eligible Class Vehicles that were locked using a key fob from starting without the key being present by the method of theft popularized on TikTok and other social media channels. The Software Upgrade does not guarantee any vehicle will not be subject to theft or attempted theft. Defendants shall warrant that the Software Upgrade will work as designed for the life of the vehicle. Provision of this benefit shall not expand the scope or duration of Hyundai's and Kia's respective applicable limited warranties. Remedies related to the Software Upgrade warranty will be strictly limited to repair or re-performance of the Software Upgrade.

3. The Software Upgrade shall be implemented on Software Eligible Class Vehicles and without the need for a request by the Class member. Specifically, if a Class member brings a Software Eligible Class Vehicle to a Hyundai or Kia dealership for an unrelated service or repair the Hyundai or Kia dealerships will implement the Software Upgrade as part of that service or repair. The Software Upgrade will be implemented at no cost to the Class member. Absent good cause, Hyundai or Kia dealerships will implement the Software Upgrade at the time a Class member brings a Software Eligible Class Vehicle to a Hyundai or Kia dealership for an unrelated service or repair.

4. Upon installing the Software Upgrade, the dealer will affix decals to the Software Eligible Class Vehicles indicating they have additional anti-theft protection.

5. Defendants shall make the Software Upgrade available until the later of (a) 360 days after Defendants provide notice of availability for each model of Software Eligible Class Vehicles, or (b) 360 days after final approval of the Settlement, or (c) actual installation of the Software Upgrade pursuant to appointments with authorized installers of the Software Upgrade made during the respective 360 day periods referenced in either (a) or (b) above.

6. Defendants shall issue a nationwide press campaign promoting the Software Upgrade and discussing its availability and effectiveness at preventing vehicle thefts, which shall include publication on social media platforms (including, TikTok and Instagram). Defendants shall implement a driver awareness and instructional campaign regarding the Software Upgrade, beyond the press campaign, promoting its availability and effectiveness. Class Counsel can raise with Defendants any issues they have with the form and content of the awareness and instructional campaign, and Defendants shall confer with Class Counsel in good faith regarding those issues.

B. Qualifying Purchase Reimbursements for Software Eligible Class Vehicles

1. Class members with Software Eligible Vehicles who purchased a steering wheel lock for their Class Vehicle at least thirty days before the Software Upgrade for their Class Vehicle was made available, may make a Claim for reimbursement for that purchase up to $50.

2. For avoidance of doubt, and because some Class members may own more than one Class Vehicle, these benefits are per Class Vehicle. The benefits identified in this Section II.B are to be paid by Defendants separate from the Common Fund in Section II.D and are not subject to an aggregate cap.

C. Reimbursement for a Qualifying Purchase for Software Alternative Class Vehicles

1. Class members who own a Software Alternative Class Vehicle shall be eligible for reimbursement for a Qualifying Purchase (*i.e.*, the purchase of a steering wheel lock, or purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft such as the Hyundai Accessory Security Kit, which is available for Hyundai vehicles for purchase and installation at Hyundai dealers), up to a per claim cap of $300, as long as the Qualifying Purchase was made when the Class Vehicle was not eligible for the Software Upgrade. If a "Software Alternative Class Vehicle" becomes eligible to receive the Software Upgrade, as of thirty (30) days after the postmarked date of the mail notice notifying the Class member of such eligibility, no purchase made after that date of a steering wheel lock, or purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft will be reimbursable under this Settlement Agreement.

2. Any Claimant who received a steering wheel lock provided by Defendants (either from HMA or KA (for example, shipped directly or through a dealer) or through a law enforcement department), shall be eligible for reimbursement for purchase and installation of a Qualifying Purchase (*i.e.*, for purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft such as the Hyundai Accessory Security Kit which is available for Hyundai vehicles purchase and installation at Hyundai dealers), up to a per claim cap of $250.

3. Provision of this benefit shall not expand the scope or duration of Defendants' respective applicable limited warranties to cover a system or modification not otherwise covered by such warranty.

4. Claims made pursuant to Sections II.B and II.C must:

   a. Be submitted no later than 180 days after the Final Approval Order and Judgment;

   b. Contain a completed Claim Form;

   c. Contain Proof of Ownership;

   d. Contain Proof of Payment for the Qualifying Purchase; and

   e. Contain proof of installation of the Qualifying Purchase into a Class Vehicle. Proof of installation is not required for a steering wheel lock.

5. For avoidance of doubt, and because some Class members may own more than one Class Vehicle, these benefits are per Class Vehicle. The benefits identified in Sections II.B and II.C are to be paid by Defendants separate from the Common Fund in Section II.D and are not subject to an aggregate cap.

D. Common Fund

1. Defendants shall make a payment to a Common Fund that will be established to make payments to Class members who submit approved claims as detailed in Section II.D. The total size of the Common Fund will depend on the number of approved claims but will be a minimum of $80,000,000 and a maximum of $145,000,000 established for all Defendants combined.

2. Each Class member who submits a Claim within 180 Days of Final Approval and Judgment and can establish a Qualifying Loss with Proof of a Qualifying Loss, or a Software Upgrade Related Expense, shall be eligible for reimbursement as specified in Section II.D.3 & 5.

3. **Reimbursement for Qualifying Losses.** The following Qualifying Losses may be entitled to reimbursement payments from the Common Fund:

a. Reimbursement for a Total Loss of a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt, subject to a per vehicle cap of $6,125. However, if prior to entry of the Final Approval Order and Judgment, Defendants resolve the insurance subrogation claims asserted in the Action, Class Counsel and Defendants will convene to discuss whether and by how much the Claim cap for a Total Loss of a Class Vehicle should be increased. There shall be only one Total Loss recovery per vehicle.

b. Reimbursement for damage to a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt (that does not result in Total Loss) and for the value of personal property stolen or damaged as a result of a Qualifying Theft or Qualifying Theft Attempt, subject to a per incident cap of $3,375. However, if prior to entry of the Final Approval Order and Judgment, Defendants resolve the insurance subrogation claims asserted in the Action, Class Counsel and Defendants will convene to discuss whether and by how much the Claim cap for damage to a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt (that does not result in Total Loss) and for the value of personal property stolen or damaged as a result of a Qualifying Theft or Qualifying Theft Attempt should be increased.

c. Reimbursement of any insurance deductibles paid and increased insurance premiums for insurance policies that includes theft coverage, resulting from the Qualifying Theft or Qualifying Theft Attempt, subject to a per incident cap of $375. To establish an increased insurance premium for comprehensive coverage resulting from a Qualifying Theft or Qualifying Theft Attempt, Claimants must submit insurance documentation showing the increased comprehensive coverage premium.

d. Reimbursement of other related expenses as follows, subject to a per incident cap of $250 total:

i. Car rental, taxi, ride share, or public transportation expenses that were incurred as a result of a Qualifying Theft or Qualifying Theft Attempt and were not otherwise covered by insurance;

ii. Towing costs that were incurred as a result of a Qualifying Theft or Qualifying Theft Attempt because it was necessary to transport the stolen Class Vehicle to or from a police or city storage facility, repair facility or other location necessary to inspect, repair, sell, or dispose of a stolen Class Vehicle, including a junkyard or storage facility;

iii. Licensing fees, sales tax paid, registration fees and other expenses directly associated with the purchase of new/replacement vehicle if there was a Total Loss due to a Qualifying Theft or Qualifying Theft Attempt; and

iv. Costs associated with speeding tickets, red light tickets, or other penalties or fines incurred arising from a stolen Class Vehicle which was subjected to a Qualifying Theft or Qualifying Theft Attempt.

4. If a Class Vehicle is subject to multiple Qualifying Thefts and/or Qualifying Theft Attempts, the Class member shall be eligible for each of the benefits under this Section II.D.3, per each Qualifying Theft or Qualifying Theft Attempt.

5. **Reimbursement for Software Upgrade Related Expenses.** The following expenses incurred relating to the implementation of the Software Upgrade may be entitled to payments from the Common Fund:

a. Reimbursement of OEM-issued fobs purchased at the direction of a Hyundai/Kia dealership because these were necessary to implement the Software Upgrade, subject to a cap of $350 per fob, with a limit of up to two fobs per Class Vehicle. To establish that the purchase of OEM-issued fobs was made at the direction of a Hyundai/Kia dealership, the Claimant must submit the relevant dealership invoice or similar documentation. The Settlement Administrator, on behalf of HMA (for Hyundai Class Vehicles) and KA (for Kia Class Vehicles), shall take all reasonably available steps to acquire all information necessary to validate a Claim for reimbursement under this section.

b. Reimbursement of other Software Upgrade related expenses as follows, subject to a per Class Vehicle cap of $250 total:

i. Lost income resulting from implementation of the Software Upgrade; and

ii. Childcare costs resulting from implementation of the Software Upgrade.

6. Payments from the Common Fund to satisfy approved claims are subject to a pro-rata decrease based on the amount of approved claims if the Common Fund is insufficient to pay all approved claims. If the aggregate amount of approved claims does not equal or exceed $80,000,000, the caps in this Section II.D shall not apply and approved claims shall be increased proportionately until the $80,000,000 minimum Common Fund is met, provided however, if such approved Claims do not equal or exceed $50,000,000 then the Settling Defendants shall receive a credit of $10,000,000 for providing the benefits in this Section II.D before the approved claims are increased proportionately.

7. In no circumstances will a paid claim exceed the amount of the submitted and accepted claim. However, any "minimum" balance remaining from the Common Fund *i.e.*, the $80 million floor of the Common Fund (inclusive of a $10 million credit to Defendants if approved Claims do not equal or exceed $50 million), after the claims period has expired shall be redistributed to claimants on a pro-rata basis, unless administratively infeasible, in which case they shall be distributed to a Court-approved *cy pres* recipient, until such minimum balance is depleted.

E. Cost of Administration and Notice

Defendants shall be responsible for all costs of Class notice and Settlement administration. In no event shall Class Counsel, Consumer Plaintiffs' Counsel, or the Class be responsible for any cost associated with Class notice or Settlement administration.

F. Cost of Class Counsel's Review of Appeals

Class Counsel shall be able to spend reasonable time evaluating appeals and can be reimbursed for actual time spent reviewing those appeals, up to a total cap of $600,000, so long as Class Counsel submit documentation to Hyundai and/or Kia that shows the time spent and identifies the appeals reviewed. These costs shall not be paid from the Common Fund. Instead, Defendants shall be responsible for paying these costs separately and in addition to any fees and costs awarded to Class Counsel.

III. CLAIMS ADMINISTRATION

A. Settlement Administrator

Defendants and Class Counsel shall work jointly in good faith to select a Settlement Administrator.

B. Claims Submissions

1. All Claims must be submitted within 180 days of Final Approval Order and Judgment.

2. Claims submitted pursuant to this Settlement Agreement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated Settlement website discussed below. The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the Settlement website, shall be posted

prominently in each of the following locations: the Long Form Notice, the Claim Form, and the dedicated Settlement website. The _____ website shall be the dedicated Settlement website for all Class Vehicles, which will also be accessible from both the U.S. Hyundai and Kia websites' homepages.

3. The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular U.S. mail instead of email.

C. Claims Processing

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 shall notify Claimants who do not meet all qualifications. Within 60 days of receiving the Claim, the Settlement administrator shall notify the Claimant of:

a. Any deficiency in required documentation and shall reasonably specify what documents and/or information, if any, are still needed for claims determination;

b. The basis for the Settlement Administrator's decision to deny a Claim, including the specific deficiencies in the Claim's supporting documentation, if any;

c. The Claimant's right to attempt to cure any deficiency, including any deficiency that led to the Settlement Administrator's denial of a Claim; and

d. The initial determination of the amount owed for a Claim and/or notice that any determination as to Claims for payments from the Common Fund are going to be processed at the end of the claims period.

2. In response to receiving the written notice under section III.C.1, Claimants may:

a. Attempt to cure the deficiency stated as justification for denying a Claim, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within 45 days of receipt of the written notice. The Settlement Administrators shall have 45 days from the date of receiving the cure attempt to provide written notice to the Claimant stating its final determination as to the approval or denial of the Claim, and shall notify the Claimant that they are entitled to appeal the determination to the Settlement Administrator at no additional cost; or

b. Accept the initial determination by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrators within 45 days of the date of the initial determination, at which point the Settlement Administrator will provide Claimants with their final determination as to the approval or denial of the Claim. The final determination letters shall notify Claimants that they are entitled to appeal

the determination at no additional cost. Claimants who accept an initial determination, i.e., by communicating acceptance or not making a cure attempt, shall not be eligible to appeal the final determination.

3. For Claims that meet all requirements, the Settlement Administrator shall also determine the maximum amount of the reimbursement under the Common Fund. Following 90 days after the end of the claims period (and subject to reasonable extensions agreed to by Class Counsel depending on Claims volume), the Settlement Administrator shall report to Defendants and Class Counsel the total amount and number of approved Claims. If the total Claims fall below the $80 million Common Fund floor (inclusive of Class Counsel's attorneys' fees, costs, and expenses and the $10 million credit to Defendants if the total Claims equal or do not exceed $50 million), Class Counsel shall confer with Defendants to provide guidance to the Settlement Administrator as to the pro rata increase in payments to be made to the Claimants.

4. Within 120 days after the end of the claims period (or, if the total Claims fall below the $80 million Common Fund floor (inclusive of Class Counsel's attorneys' fees, costs, and expenses and the $10 million credit to Defendants if the total Claims equal or do not exceed $50 million)), and within 60 days of receipt of guidance from Class Counsel as to the pro rata increase in payments to be made to the Claimants), the Settlement Administrator shall notify the Claimant of its final determination as to the payment owed under the Common Fund.

5. Defendants and Class Counsel shall have the right, but no obligation, to review and comment on all claims submissions, determinations, and appeals, obtain information and documents necessary to the administration of Claims and appeals, and confer with the Settlement Administrator regarding determinations of claims and appeals. To ensure no Class member is paid twice for the same Claim, Defendants shall have the right to receive and review the list of approved Claims and corresponding VIN and Claimant information before the Settlement Administrator gives notice of its initial determination. Defendants shall also have the right to submit any documentation, such as any prior releases, payments, steering wheel lock records, etc., to the Settlement Administrator for review in connection with processing a Claim to ensure that no Class member is paid twice for the same Claim.

D. Appealing Final Determinations

1. The Settlement Administrator must issue a final determination communication to the Claimant within six months of receipt of the Qualifying Purchase Claim and for Claims for the Common Fund, within six months of the end of the claims period. Defendants will provide the mailing and email addresses for sending appeals in the Long Form Notice, on the dedicated Settlement websites, and in the final determination communications to Claimants if they made a cure attempt after initial determination. When issuing a final determination communication to a Claimant, the Settlement Administrator shall concurrently inform the Claimant of (1) the right to appeal to the Settlement Administrator any decision; (2) that such appeal must be made in writing (by mail or email) to the Settlement Administrator, detailing which denied claims they are disputing and what amount they are seeking; (3) the mailing or email address for submitting that appeal; and (4) that such appeal must be postmarked or sent via email no later than 45 days from the postmark date on the final determination communication.

2. Within 45 days of receipt of the Settlement Administrator's final determination, any Claimant dissatisfied with the final determination must notify the Settlement Administrator by mail or email that the Claimant requests appellate review by the Settlement Administrator. Claimants should retain records of their timely mailing or emailing of their written appeal and may be requested to provide such records in the event the Settlement Administrator does not actually receive the written appeal at the mailing address or email address provided.

3. Denials based on exclusions from the Class, *e.g.*, claims for a non-Class Vehicle, etc. are not appealable, unless the contested issue is whether the vehicle is a Class Vehicle. Any final determination approving a Claim in full pursuant to the terms set forth in Settlement Agreement is not appealable, *e.g.*, Claimants cannot appeal if they believe they should have gotten more but they were approved for the maximum reimbursements (or *pro rata* adjusted maximum).

4. The appeal shall take place by written submission with a telephonic hearing to occur if the Settlement Administrator determines it is needed. The Settlement Administrator shall have the ability to make the final determination regarding the amount to be paid to any Claimant who elects this process. The Settlement Administrator, however, will be limited to deciding disputes over the actual Claims submitted by the Claimant that were denied, i.e., the Settlement Administrator may not determine the Claimant may qualify for a Settlement benefit the Claimant did not previously apply for. The Settlement Administrator may not consider documents that were not submitted previously, either by the Claimant or Defendants, prior to initiating the appeal.

5. Defendants and Class Counsel shall have the right, but no obligation, to review and comment on all appeals, obtain information and documents necessary to the appeals, and confer with the Settlement Administrator regarding determinations of appeals. The expense for each appeal to the Settlement Administrator shall be borne by Defendants. Class Counsel shall be able to spend reasonable time evaluating appeals and can be reimbursed for actual time spent reviewing those appeals, up to a cap of $600,000, so long as Class Counsel submit documentation to Hyundai and/or Kia that shows the time spent and identifies the appeals reviewed. These costs shall not be paid from the Common Fund. Instead, Defendants shall be responsible for paying these costs separately and in addition to any fees and costs awarded to Class Counsel.

E. Claims Reporting to Class Counsel

1. On a monthly basis beginning 30 days after the Notice Date, the Settlement Administrator shall provide Class Counsel and Defendants with a report regarding Claims received, each Claim's status, and any final determinations made. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants with a copy of any final determination notice sent, along with the Claim Form, and all other documentation associated with the Claim.

2. On a monthly basis beginning 120 days after the Notice Date, the Settlement Administrator shall provide monthly reports regarding all written requests for appellate review of any Claims. Upon request, the Settlement Administrator shall provide copies of written appeal requests to Class Counsel and copies of any communications concerning such appellate review by the Settlement Administrator. Class Counsel shall have the right to participate in the appeal process, including the right to participate in any written submission or telephonic hearing, but shall not be obligated to participate.

3. Ninety days after the expiration of the claims period, the Settlement Administrator shall provide to both Defendants and Class Counsel a report of the number and amount of approved claims. If the Claims fall below the $80 million Common Fund floor (inclusive of Class Counsel's attorneys' fees, costs, and expenses and the $10 million credit to Defendants if the total Claims equal or do not exceed $50 million), Class Counsel shall confer with Defendants to provide guidance to the Settlement Administrator as to the pro rata increase in payments to be made to the Claimants.

F. Payment-Related

1. For each Claim qualifying for a reimbursement payment under this Settlement Agreement, and only following determination whether Claims are subject to a pro rata increase or decrease, the Settlement Administrator shall promptly mail to the Claimant, at the address on the Claim Form, a check or a reimbursement debit card, at the Class member's request.

2. Within 90 days of the Settlement Administrator providing notice to the Parties of the aggregate amount of all approved claims, Defendants shall provide funding to satisfy such claims, in an amount no less than the amount necessary to reach the $80 million Common Fund floor or an amount that will not to exceed the $145 million Common Fund ceiling, consistent with the provisions of section II.D.

3. For each Claim qualifying for a reimbursement payment under Section II, the Settlement Administrator shall mail to the Claimant, at the address on the Claim Form, a check or a reimbursement debit card, at the Class member's request.

4. For checks that are not cashed within 120 days after issuance, the Settlement Administrator will reissue the check. If the reissued check remains uncashed for 120 days as well, Claimants must request the Settlement Administrator reissue the check again within 120 days.

5. The debit cards provided under this Settlement shall be redeemable for at least one year, without any fees charged by Defendants, or the debit card issuer, at ATMs and merchants that accept Visa cards. The debit cards shall indicate their "use by" dates on their face. Upon the expiration of the debit cards issued from the Common Fund, the amount not expended shall be placed in escrow. Class Counsel shall confer with Defendants' counsel concerning additional *pro rata* payments to Class Members who expended their debit cards, or *cy pres* in the event that such payments are administratively infeasible.

6. The Parties acknowledge and agree that any and all provisions, rights, or benefits conferred by any law of any state or territory of the U.S., 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 as settlement fund nor any "unpaid residue," the Class Representatives on behalf of themselves and the Class members 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.

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

8. Nothing in this Settlement Agreement shall be read to prevent Defendants 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 without regard to the Class members' entitlement to relief under the Settlement Agreement.

9. No Class member shall recover twice for the same Qualifying Loss. To ensure no Class member recovers twice, Claimants shall submit documentation reflecting any payments or reimbursements previously received for that Claim.

10. The Parties recognize that certain Class member circumstances might warrant Defendants providing Settlement benefits to a Class member in advance of formal approval and implementation of the Settlement. Defendants can submit to Class Counsel and the Settlement Administrator information concerning such advanced benefits, and if the Settlement Administrator determines the claims otherwise meet the conditions of the Settlement, the Settlement Administrator shall consider such claims and payments as applying in full, irrespective of any applicable per claim caps, towards the Common Fund and not subject to any pro rata reduction. Such approved payments towards the Common Fund shall be cumulatively capped at $1 million for each of Hyundai and Kia.

IV. NOTICE TO THE CLASS

A. CAFA Notice

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendants shall provide notice of this Settlement Agreement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class member resides.

B. Notice Deadline

No later than the Notice Date, Defendants shall cause notice to the Class to be disseminated by U.S. mail (for current Class Vehicle owners and lessees as reflected in DMV databases), email (for Class members whose information Defendants have), and the dedicated Settlement website (with a link to the dedicated Settlement website from both the Hyundai and Kia main U.S. webpages). The form and substance of all notices provided by Defendants to Class members shall be subject to prior input and approval from Class Counsel.

C. Individual Class Notice Methods

1. Following the Court granting preliminary approval of this Settlement, Defendants or their Settlement Administrators shall provide by direct U.S. mail, to all reasonably identifiable Class Members, each of the following: (i) the Long Form Notice and (ii) a Claim Form. For purposes of identifying the requisite names and addresses, Defendants or their Settlement Administrator agree to provide, to the extent they have not already done so, all names and addresses of Class Vehicle owners, along with Class Vehicle VINs, to _____, 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 order is entered.

2. Additionally, Defendants or their Settlement Administrator shall provide by email, to all Class Members for which Defendants 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.

3. The Settlement Administrator shall maintain a dedicated Settlement website—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 Claimants 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 in this Action approving or disapproving of the proposed Settlement; and (viii) any other information the Parties determine is relevant to the Settlement. Defendants shall make the same information available to Class members through _____ and _____via links to the dedicated Settlement website. The dedicated Settlement website 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 and whether a Class Vehicle is a Software Alternative Vehicle or a Software Eligible Vehicle.

4. Following the Notice Date, the Settlement Administrator shall issue monthly press releases notifying the public of the existence of the Settlement, the Settlement website, and all opt-out and objection deadlines.

5. The Settlement Administrator shall be prepared 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 website.

D. Notice Reporting to Class Counsel

For a period ending 90 days after the Notice Date, Defendants or their Settlement Administrator shall provide Class Counsel with reasonable periodic reports of the total number of notices sent to Class members by U.S. mail and email, along with the numbers of notices returned as undeliverable. The first report, which shall be provided to Class Counsel no more than 15

business days after notices are first sent to Class members, and final report shall also include each U.S. address and email address to which notice was sent and when the notices were each sent. Defendants or their Settlement Administrator shall communicate with Class Counsel regarding delivery of notice and the number of Class members who have responded to the notice.

V. ATTORNEYS' FEES AND SERVICE PAYMENTS

1. Consumer Plaintiffs, through Class Counsel, will petition the Court for an attorneys' fee award, cost award, and for Class Representative service payments to be paid from the Common Fund. The attorneys' fee request shall be for no more than 25 percent of the Common Fund plus actual out of pocket expenses.

2. Within 60 days following (i) the Effective Date or (ii) the first date after the Court enters Final Approval Order and Judgment, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Defendants shall put into escrow at least $60 million for the Common Fund.

3. Within 60 days following (i) the Effective Date or (ii) the first date after the Court enters Final Approval Order and Judgment, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Defendants shall put into a separate escrow account, at least $500,000 to satisfy Claims for a Qualifying Purchase. Should more funds be necessary to pay the Qualifying Purchase Claims, the Settlement Administrator shall inform Defendants who will deposit into that same escrow account additional funds to satisfy the Qualifying Purchase Claims. After all timely claims are processed and appealed, any funds remaining in the escrow account for Qualifying Purchases, as distinct from the escrow account for Common Fund Claims, shall revert back to Defendants.

4. Class Counsel shall be paid their fees, expenses, and service payments awarded by the Court from the Common Fund within the later of 60 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.

5. Within 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, Class Counsel shall provide Defendants, for each payee, a W-9 and wire instructions on their firm letterhead for the payment to Class Counsel of fees, expenses, and service payments awarded by the Court.

VI. MUTUAL RELEASE

1. Upon entry of a Court order granting final approval of the Settlement Agreement and entering judgment pursuant to section VII.C below, Releasors irrevocably release, waive, and discharge any and all past, present, and future liabilities, claims, causes of action, legal claims, damages, costs, attorneys' fees, losses, or demands that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to Class Vehicles against Releasees, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, based

on (i) the facts alleged in any complaint filed in the Action and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action, and (ii) claims related to theft of a Class Vehicle (subject to section VI.2 below).

2. The Settlement Agreement and release do not release claims for (i) death, (ii) personal injury, or (iii) subrogation claims by licensed insurers.

3. The release effected by this Settlement Agreement is intended to be a specific release and not a general release. If, despite, and contrary to the Parties' intention, a court construes the release as a general release under California law and determines that Section 1542 of the California Civil Code is applicable to the release, the Class Representatives, on behalf of themselves and all Class members, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

> *Certain Claims Not Affected By General Release: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Each of the Class Representatives expressly acknowledges that the Class Representative has been advised by Class Counsel of the contents and effects of Section 1542, and with knowledge, each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all Class members, whatever benefits the Class Representatives and the Class members may have had pursuant to such section. Each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all Class members, the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

4. By this Settlement Agreement, Consumer Plaintiffs and their attorneys release Releasees and their counsel from any and all claims or causes of action that were, or could have been, asserted by Consumer Plaintiffs or their attorneys, pertaining to this Action or Settlement Agreement. Consumer Plaintiffs and the 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 all legal claims against Releasees. The Parties acknowledge that this waiver and release were bargained for, and are material elements of the Settlement Agreement.

5. In addition, by this Settlement Agreement, Defendants release the Consumer Plaintiffs and their attorneys from any and all claims or causes of action that were, or could have been, asserted by Defendants, pertaining to this Action or Settlement Agreement. 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 an order granting final

approval to this Settlement Agreement and entering 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 Agreement.

6. This Settlement Agreement, including the release in the preceding paragraphs does not affect the rights of Class members who timely and properly request exclusion from the Class. The Parties do not intend this Settlement Agreement, including its release, to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

7. The administration and consummation of the Settlement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class members from prosecuting claims that are released pursuant to the Settlement Agreement and allowing for discovery related to objectors.

8. Upon issuance of the Final Approval Order and Judgment: (i) the Settlement Agreement shall be the exclusive remedy for Class members; (ii) Releasees shall not be subject to liability or expense of any kind to any Class members for reasons related to the Action except as set forth herein; and (iii) Class members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees.

VII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement

1. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Consumer Plaintiffs shall prepare all preliminary approval and final approval papers.

2. If the Preliminary Approval Order or the Final Approval Order and Judgment are not obtained from the Court in the form contemplated by this Settlement Agreement, or, if the Final Approval Order and Judgment is reversed or materially modified on appeal, this Settlement Agreement should be null and void *ab initio* upon election of any of the Parties and have no further force and effect with respect to any of the Parties in this Action. Nothing in this provision shall affect Defendants' obligation to pay all costs reasonably incurred by the Settlement administration process.

B. Preliminary Court Approval

1. Promptly after execution of this Settlement Agreement by the Parties, counsel for the Parties shall present this Settlement Agreement to the Court for review and jointly seek entry of an order that certifies the Class as a Settlement Class, grants preliminary approval of this

Settlement Agreement, and directs Defendants to provide notice of the Settlement in the manners listed herein.

2. No later than 20 days before the Fairness Hearing, Defendants shall provide affidavits for the Court, with a copy to Class Counsel, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.

C. Final Court Approval

1. Once the Court enters a Preliminary Approval Order, counsel for the Parties shall use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:

(a) Finds the Settlement Agreement to be fair, reasonable, and adequate;

(b) Finds that the Class notice given constitutes the best notice practicable;

(c) Approves the release specified above as binding and effective as to all Class members who have not properly excluded themselves from the Class;

(d) Directs that judgment be entered on the terms stated herein; and

(e) Provides that the Court will retain jurisdiction over the Parties and Class members to enforce the terms of the final order and judgment.

2. Upon entry of the Final Approval Order and Judgment, this Action shall be dismissed, on its merits and with prejudice, with respect to all Consumer Plaintiffs and all Class members who have not properly excluded themselves from the Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court, including but not limited to the claims of the named Consumer Plaintiffs and putative Class members who are not expressly named, identified, or encompassed in this Settlement Agreement.

VIII. REQUESTS FOR EXCLUSION

1. The provisions of this section shall apply to any request by a Class member for exclusion from the Class.

2. Any Class member may make a request for exclusion by submitting such request in writing (mail or through the Settlement website) as set forth in the Class notice.

3. Any request for exclusion must be submitted not later than the date specified in the Court's Preliminary Approval Order. Insurance companies that come into possession of a Class Vehicle through the salvage process do not need to request exclusion as they are excluded from the Class.

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 his, her, or their Class Vehicle(s) and the

approximate date(s) of purchase or lease, and (iii) specifically and clearly state his, her, or their desire to be excluded from the Settlement Agreement and from the Class.

5. Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class member being bound by the terms of the Settlement Agreement.

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

7. Beginning 30 days after the Notice Date, Defendants shall report to Class Counsel on a weekly basis the names of all Class members who have submitted a request for exclusion.

8. Plaintiffs, through Class Counsel, and Defendants shall have the right, but not the obligation, to terminate this Agreement if: (1) the total number of timely and valid requests for exclusion exceeds 12,000 Class Members (exclusive of any opt-out request from any person or business who are not eligible to submit an opt-out request because they are already excluded from the Class, such as insurance companies that come into possession of a Class Vehicle through the salvage process); (2) the Court rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement Agreement; or (3) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order and Judgment, that results in a substantial modification to a material term of the proposed Settlement or Settlement Agreement. However, the Parties agree to act in good faith to secure Final Approval of this Settlement Agreement and to attempt to address in good faith concerns regarding the Settlement identified by the Court and any appellate court.

9. Class Counsel represent and warrant that they have no other agreements with other counsel regarding Class members, including any agreements with respect to referring, soliciting, or encouraging any Class members to request to be excluded (or "opt out") from this Settlement Agreement.

10. Upon certification of the Class in connection with the Preliminary Approval of this Settlement Agreement, Class Counsel agree to seek in the Preliminary Approval Order from the Court a provision encouraging all written communications to multiple Class members with respect to this Settlement Agreement to be reviewed and approved by Class Counsel and the Court, and Class Counsel agree to abide by that provision as may be required by the Court.

IX. OBJECTIONS

1. The Parties will request that the Court enter an order requiring any Class member who wishes to enter an objection to be considered to submit a written notice of objection to Class Counsel and Defendants by the deadline set in the Court's Preliminary Approval Order.

2. To state a valid objection to the Settlement Agreement, an objecting Class member must provide the following information in his, her, or their written objection: (i) the case name and number, *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liab. Litig.*, Case No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.); (ii) his, her, or their full name, current address,

and current telephone number; (iii) the model year and VIN(s) of his, her, or their 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 objector wishes to submit in support; (vi) the name and address of any lawyer(s) 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 objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; and (ix) the signature of the Class member objecting, in addition to the signature of any attorney representing the Class member objecting in connection with the objection, and date of the objection. In addition, any Class member objecting to the Settlement Agreement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class member or his, her, or their counsel has not made any such prior objection, the Class member shall affirmatively so state in the written materials provided with the objection.

3. If the objecting Class member intends to appear, in person or by counsel, at the final approval hearing, the objecting Class member must so state in the objection. Any Class member who does not state his, her, or their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement Agreement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

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 person for and take his, her, or 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 objector to make himself, herself, or themselves available for a deposition or 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 objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

5. Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

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 Agreement, in accordance with the due process rights of all Class members.

7. Any Class member who fails to file and serve timely a written objection containing all of the information listed in paragraphs 2 and 3 above, including notice of his, her, or their intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement Agreement and shall be foreclosed from seeking any review of the Settlement Agreement and any of its terms by any means, including but not limited to an appeal.

8. The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

X. MISCELLANEOUS

A. Choice of Law

This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

B. Not Evidence

1. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever to any other Party.

2. Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it: (a) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Consumer Plaintiffs or Class members, or of any wrongdoing or liability of Defendants, or (b) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal.

3. This provision shall survive the expiration or voiding of the Settlement Agreement.

C. Headings

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.

D. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement Agreement and are expressly incorporated and made a part of this Settlement Agreement.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this agreement. 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 agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of

any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or Party against whom enforcement of the Settlement Agreement is sought.

F. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it, and all of which shall be deemed a single agreement.

This Agreement shall be effective upon its execution by Class Counsel, Defendants, and Defendants' Counsel, except for those provisions that require Court-approval to be effective, and those provisions shall become effective upon their approval by the Court.

G. Arm's-Length Negotiations

1. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. The provisions for attorneys' fees and costs and service awards are being negotiated separately from and after the agreement on the provisions for relief to Consumer Plaintiffs and the Class.

2. 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.

3. 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.

H. Public Statements

1. 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 section shall not prevent Defendants from disclosing such information, prior to the date on which the Agreement is filed, to state and federal 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 or entities (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 the Settlement Agreement; provided further that Defendants may disclose publicly the terms of the Settlement Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Consumer Plaintiffs may disclose the terms to their expert(s).

2. Neither the Parties nor their Counsel shall issue (or cause any other Person to issue) any further press release concerning the existence or substance of this agreement, excepting the jointly-created press release described as follows. The Parties may publicly release and announce the fact and terms of the Settlement Agreement, subject to the Parties reaching mutual written consent on the contents of the press release prior to filing for preliminary approval. Excepting such announcement and the exhibits to this Settlement Agreement, neither the Parties nor their Counsel shall issue (or cause any other Person to issue) any other press release concerning this Settlement Agreement or the Settlement set forth herein, unless otherwise agreed to in writing and neither the Parties nor their Counsel shall make (or cause any other Person to make) any statements of any kind to the press concerning this Settlement Agreement or the Settlement set forth herein, except that a Party or Party's counsel may respond to an inquiry from a member of the press by (a) directing the member of the press to a public resource to review or obtain a copy of this Settlement Agreement or the Class Notice or (b) by supplying additional information to the member of the press, provided that the responding Party will provide such additional information to the other Parties as promptly as practicable. A Party or Party's counsel shall provide notice to the other Parties before responding to a press inquiry whenever reasonably possible. If such notice cannot reasonably be provided before responding to a press inquiry, the responding Party or Party's Counsel shall notify the other Parties promptly after responding to the press inquiry. This paragraph does not prevent Class Counsel from communicating with individual Class members about the Settlement Agreement.

I. Good Faith

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

J. Continuing Jurisdiction

The Parties agree the Court may retain continuing and exclusive jurisdiction over them, and all Class members, for the purpose of the administration and enforcement of this Settlement Agreement.

K. Extensions of Time

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).

L. Service of Notice

Whenever, under the terms of this Settlement Agreement, written notice is required to be given to Defendants or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing:

As to Consumer Plaintiffs:

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594
Email: steve@hbsslaw.com

Elizabeth A. Fegan, Esq.
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Floor
Chicago, IL 60606
Email: beth@feganscott.com

Kenneth B. McClain, Esq.
HUMPHREY FARRINGTON & McCLAIN
221 W. Lexington Ave., Suite 400
Independence, MO 64050

Roland Tellis, Esq.
BARON & BUDD, P.C.
15910 Ventura Blvd., Suite 1600
Encino, CA 91436

As to Defendants:

Shon Morgan
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

Peter J. Brennan
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456

IN WITNESS HEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

Dated: July 20, 2023 By: _____

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Fax: (206) 623-0594
Email: steve@hbsslaw.com

Elizabeth A. Fegan, Esq.
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Floor
Chicago, IL 60606

Kenneth B. McClain, Esq.
HUMPHREY FARRINGTON & McCLAIN
221 W. Lexington Ave., Suite 400
Independence, MO 64050

Roland Tellis, Esq.
BARON & BUDD, P.C.
15910 Ventura Blvd., Suite 1600
Encino, CA 91436

Consumer Class Action Leadership Counsel and Counsel for Consumer Plaintiffs

Dated: July 20, 2023 By: _____

Shon Morgan
QUINN EMANUEL URQUHART
& SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017

Peter J. Brennan
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456

Counsel for Defendants

Dated: July 20, 2023

By: _____
Jason Erb
Chief Legal Officer, Hyundai Motor North America
For Hyundai Motor America and Hyundai Motor Company

Dated: July 20, 2023

By: _____
John Yoon
Executive Vice President and General Counsel, Kia America, Inc.
For Kia America, Inc. and Kia Corporation

Dated: July 20, 2023

By: _____
Jason Erb
Chief Legal Officer, Hyundai Motor North America
For Hyundai Motor America and Hyundai Motor Company

Dated: July 20, 2023

By: _____
John Yoon
Executive Vice President and General Counsel, Kia America, Inc.
For Kia America, Inc. and Kia Corporation

Exhibit A

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS SETTLEMENT

If you purchased or leased one of the Hyundai or Kia vehicles below that was manufactured without an engine immobilizer, you might benefit from a class action settlement:

Make	Model	Model Year
Hyundai	Accent	2011 – 2022
Hyundai	Elantra	2011 – 2022
Hyundai	Elantra GT	2013 – 2020
Hyundai	Elantra Coupe	2013 – 2014
Hyundai	Elantra Touring	2011 – 2012
Hyundai	Genesis Coupe	2011-2014
Hyundai	Kona	2018 – 2022
Hyundai	Palisade	2020 – 2021
Hyundai	Santa Fe	2011 – 2022
Hyundai	Santa Fe Sport	2013 – 2018
Hyundai	Santa Fe XL	2019
Hyundai	Sonata	2011 – 2019
Hyundai	Tucson	2011 – 2022
Hyundai	Veloster	2012 – 2017, 2019 – 2021
Hyundai	Venue	2020 – 2021
Hyundai	Veracruz	2011 – 2012
Kia	Forte	2011 – 2021
Kia	K5	2021 – 2022
Kia	Optima	2011 – 2020
Kia	Rio	2011 – 2021
Kia	Sedona	2011 – 2021
Kia	Seltos	2021 – 2022
Kia	Sorento	2011 – 2022
Kia	Soul	2011 – 2022
Kia	Sportage	2011 – 2022

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

Your rights are affected regardless of whether or not you act. Read this notice carefully.

Please visit XXXX for a copy of this notice in Spanish. Visite XXXX para obtener una copia de este aviso en español.

The purpose of this Notice is to inform you of a proposed Settlement of a class action lawsuit in California federal court called *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation,* No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.). You are receiving this Notice because records indicate that you may be entitled to claim certain financial benefits offered by this Settlement.

The lawsuit alleges that certain of the above-listed 2011-2022 model year Hyundai and Kia vehicles, *i.e.*, those that were manufactured without an engine immobilizer (called the "Class Vehicles") contain design flaws, including the failure to

manufacture the Class Vehicles with an anti-theft device called an engine immobilizer, that make them susceptible to theft and damage. Class Vehicles manufactured without an engine immobilizer have a traditional "turn-key-to-start" ignition systems.

No party has been found liable for any claims alleged in the lawsuit. The Plaintiffs and Defendants (Hyundai Motor America, Hyundai Motor Company, Hyundai American Technical Center, Inc. also doing business as Hyundai-Kia America Technical Center (together "Hyundai"), Kia America, Inc., and Kia Corporation ("KC") (together, "Kia")), have instead reached a voluntary settlement (referred as "the Settlement" or "the proposed Settlement") to avoid lengthy litigation and provide relief to people who owned or leased Class Vehicles, referred to as "Class Members." Class Members may be entitled to compensation if they submit valid and timely Claims.

Under the proposed Settlement, and subject to satisfying certain proof requirements, Defendants will provide financial and other benefits to Class Members, including compensation for damages arising from the theft or attempted theft of a Class Vehicle.

To qualify for benefits under the Settlement you must have purchased or leased a Class Vehicle in the United States (including Puerto Rico, Virgin Islands, and Guam).

To check whether your vehicle is a Class Vehicle and whether it is eligible for the Software Upgrade, you can visit the Settlement website at XXXX or call (XXX) XXX-XXXX and ask whether your vehicle is included in the Settlement and/or whether it is eligible for the Software Upgrade. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number ("VIN") ready.

The benefits under the Settlement are:

- A free Software Upgrade for certain eligible Class Vehicles that will prevent the vehicles locked with a key or key fob from starting without the key being present using a method of theft popularized on TikTok and other social media channels. Class Members who purchased or leased these Class Vehicles are also eligible for reimbursement up to $50 per Class Vehicle for the purchase of a steering wheel lock or equivalent device if the purchase was made at least thirty days before the Software Upgrade was made available for the Class Vehicle (also referred to as a "Qualifying Purchase"). All Class Vehicles in Puerto Rico, Virgin Islands, and Guam **are not** eligible to receive the Software Upgrade. Within the fifty states and the District of Columbia, the following Class Vehicles **are eligible** to receive the Software Upgrade.

Make	Model	Model Year
Hyundai	Accent	2018 – 2022
Hyundai	Elantra	2011 – 2022
Hyundai	Elantra GT	2013 – 2020
Hyundai	Genesis Coupe	2013 – 2014
Hyundai	Kona	2018 – 2022
Hyundai	Palisade	2020 – 2021
Hyundai	Santa Fe	2013 – 2022
Hyundai	Santa Fe Sport	2013 – 2018
Hyundai	Santa Fe XL	2019
Hyundai	Sonata	2011 – 2019
Hyundai	Tucson	2011 – 2022
Hyundai	Veloster	2012 – 2017 2019 – 2021
Hyundai	Venue	2020 – 2021
Kia	Forte	2014 – 2021
Kia	K5	2021 – 2022
Kia	Optima	2011 – 2020
Kia	Rio	2012 – 2021
Kia	Sedona	2011 – 2021

Make	Model	Model Year
Kia	Seltos	2021 – 2022
Kia	Sorento	2011 - 2022
Kia	Soul	2020 – 2022
Kia	Sportage	2011 – 2022

- For Class Members who purchased or leased Class Vehicles that are not eligible for the Software Upgrade, reimbursement up to $300 per Class Vehicle for purchase and/or installation of a steering wheel lock, glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft. Class Members that already received a steering wheel lock from Hyundai or Kia (for example, shipped directly or through a dealer or through a law enforcement department) are eligible for reimbursement up to $250 per Class Vehicle for purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft. All Class Vehicles in Puerto Rico, Virgin Islands, and Guam **are not** eligible to receive the Software Upgrade. Within the fifty states and the District of Columbia, the below-listed Class Vehicles **are not eligible** to receive the Software Upgrade. If a Class Vehicle that was originally ineligible for the Software Upgrade later becomes eligible to receive the Software Upgrade, the purchase of a steering wheel lock, or purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft will not be eligible for reimbursement as of thirty days after the postmarked date of the mail notice notifying the Class member of such eligibility.

Make	Model	Model Year
Hyundai	Accent	2011 – 2017
Hyundai	Elantra Coupe	2013 – 2014
Hyundai	Elantra Touring	2011 – 2012
Hyundai	Genesis Coupe	2011 - 2012
Hyundai	Santa Fe	2011 - 2012
Hyundai	Veracruz	2011 – 2012
Kia	Forte	2011 – 2016
Kia	Rio	2011 – 2017
Kia	Soul	2011 – 2022
Kia	Sportage	2011 – 2016

- For all Class Members, establishment of a Common Fund of at least $80,000,000 and up to $145,000,000 for the payment of approved Class Member Claims. From this Common Fund, Class Members may make Claims for certain out-of-pocket and uncompensated losses resulting from a Class Vehicle that received the Software Upgrade and/or experienced a Qualifying Theft or Qualifying Theft Attempt. "Qualifying Theft" refers to the theft of a Class Vehicle through forcible entry and breach of the ignition system. "Qualifying Theft Attempt" refers to an attempted theft of a Class Vehicle through forcible entry and either an attempted dismantling of the steering column or an attempted breach of the ignition system. Such eligible losses include:
    - Reimbursement up to $6,125 for the **total loss** (defined below) of a Class Vehicle resulting from a Qualifying Theft or Qualifying Theft Attempt;
    - Reimbursement up to $3,375 for **damage** to a Class Vehicle resulting from a Qualifying Theft or Qualifying Theft Attempt and/or **for the value of personal property** stolen or damaged during a Qualifying Theft or Qualifying Theft Attempt;
    - Reimbursement up to $375 for **insurance deductibles paid and increased insurance premiums** for insurance policies that include theft coverage resulting from a Qualifying Theft or Qualifying Theft Attempt;

- Reimbursement up to $250 for **other expenses** resulting from a Qualifying Theft or Qualifying Theft Attempt, including: transportation expenses; towing expenses; licensing and registration fees, sales tax paid, and other expenses directly associated with the purchase of a new or replacement vehicle if the Class Vehicle was declared a total loss; expenses associated with speeding tickets, red light tickets, or other penalties or fines incurred from the Qualifying Theft or Qualifying Theft Attempt;
- Reimbursement up to $250 for lost income and childcare expenses resulting from the time spent obtaining the Software Upgrade.
- Reimbursement of OEM-issued key fobs purchased at the direction of a Hyundai/Kia dealership because these were necessary to implement the Software Upgrade, subject to a cap of $350 per key fob, with a limit of up to two key fobs per Class Vehicle.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM FOR REIMBURSEMENT FROM THE COMMON FUND	The only way to get reimbursement or compensation for losses arising from the theft or attempted theft of a Class Vehicle or certain out-of-pocket costs incurred when obtaining the free Software Upgrade. However, it is not necessary to submit a Claim Form to obtain the free Software Upgrade, if applicable to your Class Vehicle. The deadline to submit a Claim for these benefits is **XXXX**. Any extension of this date will be posted on the Settlement website.
SUBMIT A CLAIM FORM FOR REIMBURSEMENT FOR PURCHASE OF A STEERING WHEEL LOCK OR OTHER ANTITHEFT DEVICE	The only way to get reimbursement for the purchase of a steering wheel lock or other antitheft device. However, it is not necessary to submit a Claim Form to obtain the free Software Upgrade, if applicable to your Class Vehicle. The deadline to submit a Claim for these benefits is **XXXX**. Any extension of this date will be posted on the Settlement website.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to file or be part of any pending or future lawsuit against Defendants about the legal claims in this case. The deadline to submit a request for exclusion is **XXXX**.
OBJECT	In order to object to the Settlement, you must remain a member of the lawsuit — you cannot ask to be excluded. You may object to the Settlement by writing to Class Counsel (identified on page XX) and indicating why you do not like the Settlement. The deadline to object is **XXXX**.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to challenge the fairness of the Settlement is **XXXX**.
DO NOTHING	Get no reimbursement or compensation. **However, you will receive the Software Upgrade, if applicable to your Class Vehicle, if you bring it into an authorized Hyundai or Kia dealer.**

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.

- The Court overseeing this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. The Court approval process will take time, so please be patient.

BASIC INFORMATION 1

1. Why did I get this notice package? 1

2. What is this lawsuit about? 1

3. Why is this a class action? 1

4. Why is there a settlement? 1

WHO IS IN THE SETTLEMENT? 2

5. How do I know if I am part of the Settlement? 2

6. Which vehicles are included? 2

7. If I purchased or leased a Class Vehicle that has not been stolen or damaged, am I included? 3

8. I am still not sure if I am included. 3

SETTLEMENT BENEFITS – WHAT YOU GET 3

9. What does the Settlement provide? 3

a) Software Upgrade and Other Benefits for Eligible Class Vehicles 3

(1) Reimbursement for Purchase of a Steering Wheel Lock or Equivalent Device 4

b) Benefits for Class Vehicles Not Eligible for Software Upgrade 4

c) Common Fund Benefits Available for All Class Members 5

(1) Total Loss of Class Vehicle 6

(2) Damage to Class Vehicle and Personal Property 7

(3) Insurance-Related Expenses 7

(4) Other Related Expenses 7

(5) Other terms and conditions For the Common Fund 8

HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM 8

10. How do I make a Claim? 8

11. What kind of documentation do I need to include when submitting my Claim Form? 9

12. When would I get my reimbursement? 10

13. What if my Claim is found to be deficient? 10

14. What am I giving up to stay in the Settlement Class? 10

EXCLUDING YOURSELF FROM THE SETTLEMENT 11

15. How do I get out of the Settlement? 11

16. If I do not exclude myself, can I sue for the same thing later? 12

17. If I exclude myself, can I get the benefits of this Settlement? 12

THE LAWYERS REPRESENTING YOU 12

18. Do I have a lawyer in this case? 12

19. How will the lawyers be paid, and will the Class Representatives receive service payments? 12

OBJECTING TO THE SETTLEMENT 13

20. How do I tell the Court if I do not like the Settlement? 13

21. What is the difference between objecting and excluding? 14

THE COURT'S FINAL APPROVAL HEARING 14

22. When and where will the Court decide whether to approve the Settlement? 14

23. Do I have to come to the Final Approval Hearing? 14

24. May I speak at the Final Approval Hearing? 14

IF YOU DO NOTHING 15

25. What happens if I do nothing at all? 15

GETTING MORE INFORMATION 15

26. Are there more details about the Settlement? 15

27. How do I get more information? 15

BASIC INFORMATION

1. Why did I get this notice package?

According to records, you may have purchased or leased a Class Vehicle in the United States (including Puerto Rico, Virgin Islands, and Guam) that was manufactured without an engine immobilizer.

The Court has ordered this notice be sent to you because you have a right to know about the proposed Settlement of this class action lawsuit and about your options in this lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, Defendants will provide payments and other benefits agreed to in the Settlement to Class Members. 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.

2. What is this lawsuit about?

The people who filed these lawsuits are called Plaintiffs, and the companies they sued, including Hyundai and Kia, are called Defendants. The Plaintiffs allege the Class Vehicles were improperly manufactured with a series of design flaws that make them susceptible to theft and damage, which can be dangerous if experienced and subjected Class Members to financial and other losses.

3. Why is this a class action?

In a class action lawsuit, one or more persons called "Plaintiffs" or "Class Representatives" (in this case Kari Eldridge, Brittany Kingsbury, Miyoshi Morrow, Stefani Poblete Taylor, Adam Lippert, Michael Kay, Mollie McGeehon, Herbert Taylor, Arlecia Brown, Edith Bucio, Matthew Pavonetti, Jason Reyes, Ann Brady, Mark Thompson, Renee Ledet, Ian Michael Scott, Irene Beach, Leilani Cabrera, John Dylan Burton, Eric Bain, Steven Hufford, Talysia Ruff, Tyler McGill, John McGraw, Cameron Morton, Lexii Cummings, Matthew Jacobsen, Dennette Ray, Brian Helm, Adriana Pilant, Luis Enrique Vargas Rodriguez, David Lucas, Leanna Adams, Iona Barnes, Craig Granville, Jisun Kang, Michelle Pollack, Rachel Perry, Claire Roberts, Mary Kathryn Morrison, Patricia Sumpterbynum, Kristina McKnight, Trina Johnson, Marcella Blum, Matthew Butler, Kayla Collyer, David Larsen, Anthony Loburgio, Katelyn McNerney, Eryca Smith, Dave Sessions, Tajia Turner, Laura Roberts, Hubert Matthews, Rita Day, Kasey Weinfurtner, Charles Hession, Molly O'Connor, Rejene Jackson, Tiffany Devonish, Darlene Bennor, Jacquella Russell, Lauren Hernandez, John Pope, Pauline Ragsdale, Kathy Hughes, Rosemary Winner Johnson, Maggie Ketchie, Peggy Ciafullo, Amber Hall, Michael Ryle, James DePorche, Ronald DeSarro, Teresa Harris, Cameron Cunningham, Shatoya McKinney, Gerald Smith, Lauren Kawetschansky, Shana Eberhardt, Michelle Wagner, Adrian Matthews, Carolyn Catlos, Albert Lui, Nadine Quate Francis, and Michael Scalise), sue on behalf of people who have similar claims. All these people and those similarly situated are a "Settlement Class" or "Class Members." One court resolves the issues for all Class Members, except those who exclude themselves from the Settlement Class. The court overseeing the case is the United States District Court for the Central District of California, and the case is known as *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation,* No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.). United States District Judge James V. Selna is presiding over this class action.

4. Why is there a settlement?

The Plaintiffs and Defendants agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get payments and other benefits sooner in exchange for releasing Defendants from liability. Absent the Settlement, even if Plaintiffs are successful at trial, it could be years before Class Members would receive any relief. The Settlement does not mean Defendants broke any laws or did anything wrong, and the Court did not decide which side was right.

The Class Representatives and Defendants entered into a Settlement Agreement that was preliminarily approved by the Court. The Court 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 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 all the Parties and is available at XXXX. If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE SETTLEMENT?

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

Judge Selna decided that, for the purposes of this proposed Settlement, everyone who fits this description is covered by the Settlement: All persons or entities who purchased or leased a Class Vehicle in the United States (including Puerto Rico, Virgin Islands, and Guam).

However, the Class claims exclude all claims for personal injury, death, and subrogation and such claims are not released by the Settlement.

The Class also excludes Hyundai Motor America, Inc. ("HMA"), Hyundai Motor Company ("HMC"); Hyundai American Technical Center, Inc. also doing business as Hyundai-Kia America Technical Center ("HATCI"), Kia America, Inc. ("KA") and Kia Corporation ("KC"); any affiliate, parent, or subsidiary of Hyundai or Kia; any entity in which Hyundai or Kia has a controlling interest; any officer, director, or employee of Hyundai or Kia; any successor or assign of Hyundai or Kia; any judge to whom this Action is assigned, their spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; consumers or businesses, including insurers, that have purchased or otherwise obtained title for Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means); and current or former owners of Class Vehicles that previously released their claims in an individual settlement with Hyundai or Kia with respect to the issues raised in the Actions so long as the consideration offered to them.

6. Which vehicles are included?

The Class Vehicles, for the purpose of the description in the response to Question 5 above, include the following Hyundai and Kia vehicle models:

Make	Model	Model Year
Hyundai	Accent	2011 – 2022
Hyundai	Elantra	2011 – 2022
Hyundai	Elantra GT	2013 – 2020
Hyundai	Elantra Coupe	2013 – 2014
Hyundai	Elantra Touring	2011 – 2012
Hyundai	Genesis Coupe	2011 – 2014
Hyundai	Kona	2018 – 2022
Hyundai	Palisade	2020 – 2021
Hyundai	Santa Fe	2011 – 2022
Hyundai	Santa Fe Sport	2013 – 2018
Hyundai	Santa Fe XL	2019
Hyundai	Sonata	2011 – 2019
Hyundai	Tucson	2011 – 2022
Hyundai	Veloster	2012 – 2017, 2019 – 2021
Hyundai	Venue	2020 – 2021
Hyundai	Veracruz	2011 – 2012
Kia	Forte	2011 – 2021
Kia	K5	2021 – 2022
Kia	Optima	2011 – 2020
Kia	Rio	2011 – 2021
Kia	Sedona	2011 – 2021
Kia	Seltos	2021 – 2022

Make	Model	Model Year
Kia	Sorento	2011 - 2022
Kia	Soul	2011 – 2022
Kia	Sportage	2011 – 2022

7. If I purchased or leased a Class Vehicle that has not been stolen or damaged, am I included?

Yes, you did **not** have to experience a theft or attempted theft to be included in this Settlement. If you purchased or leased certain Class Vehicles, you are eligible to take advantage of the free Software Upgrade. You may also file a Claim for reimbursement up to $250 for lost income or childcare expenses for the time spent getting the Software Upgrade, as well as reimbursement for the purchase of key fobs (up to $350 per key fob with a limit of two per Class Vehicle), if key fobs were purchased at the direction of Hyundai/Kia dealers as required for the implementation of the Software Upgrade. You may also file a Claim for reimbursement up to $50 per Class Vehicle for the purchase of a steering wheel lock or equivalent device if that purchase was made at least thirty days before the Software Upgrade was available for your Class Vehicle.

If you owned or leased a Class Vehicle that is not eligible for the Software Upgrade, you may file a Claim for reimbursement up to $300 per Class Vehicle for purchase and/or installation of a steering wheel lock, glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft. Class Members that owned or leased a Class Vehicle that is not eligible for the Software Upgrade that already received a steering wheel lock from Hyundai or Kia (for example, shipped directly, from a dealership, or through law enforcement) are eligible for reimbursement up to $250 per Class Vehicle for purchase and installation of a glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft.

8. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for help at no cost to you. You can visit XXXX or call (XXX) XXX-XXXX 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 VIN ready. The VIN is located on a small placard on the top of the dashboard and is visible through the driver's side corner of the windshield or on the driver side door frame. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement provides the following benefits for which you can submit a Claim (see the response to Question 10 for how to make a timely Claim using the Claim Form):

a) Software Upgrade and Other Benefits for Eligible Class Vehicles

As part of the Settlement, Defendants are offering a free Software Upgrade for certain eligible Class Vehicles that is designed to prevent vehicles locked with a key or key fob from starting without the key being present by the method of theft popularized on TikTok and other social media channels. The Software Upgrade will be installed on all eligible Class Vehicles and can be scheduled through an authorized Hyundai or Kia dealership. The Software Upgrade will be performed at no cost on all eligible Class Vehicles brought to an authorized Hyundai or Kia dealership without need for request by the Class Member. Upon installing the Software Upgrade, the dealer will affix a sticker to the Class Vehicle indicating it has additional anti-theft protection. The Software Upgrade will be available for all eligible Class Vehicles until the later of: (a) 360 days after Hyundai or Kia provides notice of availability for each Class Vehicle model; (b) 360 days after final approval of the Settlement; or (c) actual installation of the Software Upgrade pursuant to appointments with authorized installers of the Software Upgrade made during the respective 360-day periods referenced in either (a) or (b) above. Hyundai and Kia warrant that the Software Upgrade will work as designed for the life of the Class Vehicle. Provision of this benefit shall not expand the scope or duration of Hyundai's and Kia's respective applicable limited warranties. Remedies related to the

Software Upgrade warranty will be strictly limited to repair or re-performance of the Software Upgrade. The Software Upgrade does not guarantee any vehicle will not be subject to theft or attempted theft.

All Class Vehicles in Puerto Rico, Virgin Islands, and Guam **are not** eligible to receive the Software Upgrade. Within the fifty states and the District of Columbia, **the following Class Vehicles are eligible to receive the Software Upgrade:**

Make	Model	Model Year
Hyundai	Accent	2018 – 2022
Hyundai	Elantra	2011 – 2022
Hyundai	Elantra GT	2013 – 2020
Hyundai	Genesis Coupe	2013 – 2014
Hyundai	Kona	2018 – 2022
Hyundai	Palisade	2020 – 2021
Hyundai	Santa Fe	2013 – 2022
Hyundai	Santa Fe Sport	2013 – 2018
Hyundai	Santa Fe XL	2019
Hyundai	Sonata	2011 – 2019
Hyundai	Tucson	2011 – 2022
Hyundai	Veloster	2012 – 2017 2019 – 2021
Hyundai	Venue	2020 – 2021
Kia	Forte	2014 – 2021
Kia	K5	2021 – 2022
Kia	Optima	2011 – 2020
Kia	Rio	2012 – 2021
Kia	Sedona	2011 – 2021
Kia	Seltos	2021 – 2022
Kia	Sorento	2011 – 2022
Kia	Soul	2020 – 2022
Kia	Sportage	2011 – 2022

Defendants will issue a nationwide press campaign promoting the Software Upgrade and discussing its availability and effectiveness at preventing vehicle thefts, which will include publication on social media platforms (including TikTok and Instagram). Defendants will also implement a driver awareness and instructional campaign regarding the Software Upgrade.

(1) Reimbursement for Purchase of a Steering Wheel Lock or Key Fob

Class Members whose Class Vehicles are eligible to receive the Software Upgrade are also eligible for reimbursement up to $50 per Class Vehicle for the purchase of a steering wheel lock or equivalent device made at least thirty days before the Software Upgrade was made available for their Class Vehicle, as well as reimbursement of key fob expenses (up to $350 per fob, with a limit of 2 fobs per Class Vehicle) where required for the Software Upgrade.

b) Benefits for Class Vehicles Not Eligible for Software Upgrade

For Class Vehicles **not eligible** for the Software Upgrade, the Settlement offers reimbursement up to $300 for Class Members' purchase and/or installation of a steering wheel lock, glass breakage alarm or similar anti-theft system, or another aftermarket modification designed to deter or prevent theft (a "Qualifying Purchase"). Any claimant who already received a steering wheel lock from Defendants (for example, shipped directly or through a dealer) or through a law enforcement department) for their Class Vehicle is eligible for reimbursement up to $250 for a Qualifying Purchase. These benefits apply per Class Vehicle. These Settlement benefits are not capped overall to the Class and will be paid by Defendants separately

from the Common Fund identified below. The provision of this benefit shall not expand the scope or duration of Hyundai and Kia's applicable limited warranties to cover a system or modification not otherwise covered by such warranty. These payments shall remain available for a period of 180 days after final approval of the Settlement.

All Class Vehicles in Puerto Rico, Virgin Islands, and Guam are **not eligible** to receive the Software Upgrade. Within the fifty states and the District of Columbia, **the following Class Vehicles are not eligible to receive the Software Upgrade, and thus eligible for the benefits outlined in this section:**

Make	Model	Model Year
Hyundai	Accent	2011 – 2017
Hyundai	Elantra Coupe	2013 – 2014
Hyundai	Elantra Touring	2011 – 2012
Hyundai	Genesis Coupe	2011 – 2012
Hyundai	Santa Fe	2011 – 2012
Hyundai	Veracruz	2011 – 2012
Kia	Forte	2011 – 2016
Kia	Rio	2011 – 2017
Kia	Soul	2011 – 2022
Kia	Sportage	2011 – 2016

c) Common Fund Benefits Available for All Class Members

Under the Settlement, Defendants combined will pay at least $80,000,000 and up to $145,000,000 into a Common Fund established for the payment of approved Class Member Claims. From this Common Fund, Class Members may make reimbursement Claims for certain out-of-pocket and uncompensated losses resulting from the theft or attempted theft of a Class Vehicle through forcible entry or breach of the ignition system (referred to as a "Qualifying Theft" or "Qualifying Theft Attempt").

To be eligible for reimbursement under the Common Fund, Class Members must establish a Qualifying Loss with Proof of a Qualifying Loss. "Qualifying Loss" means an out-of-pocket loss or uncompensated loss resulting from a Qualifying Theft or Qualifying Theft Attempt, provided such loss is reimbursable under the Common Fund. "Proof of a Qualifying Loss" refers to **Proof of Ownership** and documentation containing information necessary for the Settlement Administrator to verify the loss. Such documentation can include, but is not limited to a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value. For Total Loss, see "Total Loss" definition for other documentation required in addition to the Proof of Ownership required. "Proof of Ownership" means a copy of any document(s) issued to a Claimant by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that the Claimant currently owns or leases (or previously owned or leased) a Class Vehicle, identified by Vehicle Identification Number ("VIN"). Examples of such documents include owner registration card, vehicle title, bank note identifying the vehicle, and insurance card. Defendants and their Settlement Administrator are not responsible for returning documents (i.e., Claimants should not send in original registration cards or vehicle titles when submitting Claims). And for expenses reimbursable from the Common Fund, "Proof of Payment" is also required. "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under the Settlement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card

statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

The Qualifying Losses compensable from the Common Fund include:

(1) Total Loss of Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt

Reimbursement up to $6,125 for the total loss of a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt. "Total Loss" refers to any of the following situations:

- The Class Vehicle has been wrecked, destroyed, or damaged so badly as a result of the Qualifying Theft or Qualifying Theft Attempt (excluding pre-existing damage) that it is objectively uneconomical to repair the Class Vehicle (i.e., repair costs would be at least 70% of the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition), as established by objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, any required license, and online reviews (all subject to verification).

- The Class Member's disposal (through sale or donation) of the Class Vehicle for less than 30% of the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition. In the event of a sale, the Class Member must submit proof of the amount received via the sale. If the Class Vehicle was donated or sold, the tax-deductible donation value or sale amount will be discounted from the claimed loss. For example, if the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition is $5,500 and the tax-deductible receipt or sales documentation shows a donated value or paid amount of $500, the claimed loss for the value of the vehicle can be a maximum of $5,000. A copy of a tax-deductible receipt is required if the Class Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form).

- The Class Vehicle subject to a Qualifying Theft or Qualifying Theft Attempt was declared a Total Loss by an insurer, but the Class Member was still not made whole by the insurance payments, as measured by the Black Book value (private party/average condition) minus total insurance settlement/payment received. Insurance documentation showing the amount claimed and recovered from an insurer is required.

- It has been at least three months since the Qualifying Theft and the Class Vehicle has not been recovered. In the event a Class Vehicle is recovered following the submission of a claim but before payment is issued from the Common Fund, the Class Member must notify the Settlement Administrator of the recovery. The Settlement Administrator may re-evaluate the amount due to the Class Member under the Settlement Agreement given the recovery of the Class Vehicle.

- For each of the above, a Claimant's loss will be measured in relation to the Black Book value of a comparable private party vehicle in very average condition. To determine the Black Book value, Claimants must submit the last known (or estimated) mileage of the Class Vehicle and identify any options that were installed on the Class Vehicle. The Settlement Administrator, on behalf of Hyundai and Kia, shall take all reasonably available steps to acquire all information necessary to determine the Black Book value,

including, but not limited to, contacting dealerships for last known (or estimated) mileage of the Class Vehicle and any options that were installed on the Class Vehicle.

(2) Damage to Class Vehicle and Personal Property due to a Qualifying Theft or Qualifying Theft Attempt

Reimbursement up to $3,375 for damage to a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt (that does not result in Total Loss) and/or for the value of personal property stolen or damaged as a result of the Qualifying Theft or Qualifying Theft Attempt.

(3) Insurance-Related Expenses due to a Qualifying Theft or Qualifying Theft Attempt

Reimbursement up to $375 for insurance deductibles paid and/or increased insurance premiums for insurance policies that include theft coverage, as a result of the Qualifying Theft or Qualifying Theft Attempt. To establish an increased insurance premium for comprehensive coverage resulting from a Qualifying Theft or Qualifying Theft Attempt, Claimants must submit insurance documentation showing the increased comprehensive coverage premium.

(4) Other Related Expenses

Reimbursement up to $250 total for other expenses resulting from a Qualifying Theft or Qualifying Theft Attempt, including:

(a) Car rental, taxi, ride share, or public transportation expenses that were incurred as a result of a Qualifying Theft or Qualifying Theft Attempt and were not otherwise covered by insurance;

(b) Towing costs that were incurred as a result of a Qualifying Theft or Qualifying Theft Attempt because it was necessary to transport the stolen Class Vehicle to or from a police or city storage facility, repair facility or other location necessary to inspect, repair, sell, or dispose of a stolen Class Vehicle, including a junkyard or storage facility;

(c) Licensing fees, sales tax paid, registration fees and other expenses directly associated with the purchase of new/replacement vehicle if there was a Total Loss due to a Qualifying Theft or Qualifying Theft Attempt; and

(d) Costs associated with speeding tickets, red light tickets, or other penalties or fines incurred arising from a stolen Class Vehicle which was subjected to a Qualifying Theft or Qualifying Theft Attempt.

(5) Reimbursement for Software Upgrade Related Expenses

The following expenses incurred relating to the implementation of the Software Upgrade (for eligible Class Vehicles) may be entitled to payments from the Common Fund:

(a) Reimbursement of OEM-issued key fobs purchased at the direction of a Hyundai/Kia dealership to implement the Software Upgrade, subject to a cap of $350 per key fob, with a limit of up to two key fobs per Class Vehicle. To establish the purchase of OEM-issued fobs was made at the direction of a Hyundai/Kia dealership, the Claimant must submit the relevant dealership invoice.

(b) Reimbursement of other Software Upgrade related expenses as follows, subject to a per Class Vehicle cap of $250 total:

(i) Lost income resulting from implementation of the Software Upgrade; and

(ii) Childcare costs resulting from implementation of the Software Upgrade.

If a Class Vehicle is subject to multiple Qualifying Thefts and/or Qualifying Theft Attempts, the Class Member is eligible for each of the benefits under the Common Fund (other than Total Loss), per each Qualifying Theft or Qualifying Theft Attempt. Reimbursement for a Total Loss is available only once for each Class Vehicle, regardless of the number of Qualifying Thefts and/or Qualifying Theft Attempts.

Payments from the Common Fund to satisfy approved Claims are subject to a pro-rata decrease based on the number of approved Claims if the Common Fund is insufficient to pay all approved Claims. If the aggregate amount of approved Claims does not equal or exceed $80,000,000, the caps for these benefits payable from the Common Fund will not apply and approved Claims will be increased proportionately until the $80,000,000 minimum Common Fund is met. If the total approved Claims do not equal or exceed $50,000,000 then Defendants will receive a credit of $10,000,000 for providing the Common Fund benefits (discussed above in section 9(c)) before the approved Claims are increased proportionately.

In no circumstances will a paid Claim exceed the amount of the submitted and approved Claim. Any "minimum" balance remaining from the Common Fund after the claims period has expired will be redistributed to claimants as a separate payment on a pro-rata basis, unless administratively infeasible, in which case they will be distributed to a Court-approved *cy pres* recipient, until such minimum balance is depleted.

HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

10. 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 email to the address listed on the Claim Form, and
- For Common Fund Claims, do so by **XXXX** (any extension of that date will be posted on the Settlement website). For reimbursement for purchase of a steering wheel lock or other antitheft device, do so by **XXX** (any extension of that date will be posted on the Settlement website).

You are encouraged to submit your Claim Form online, but you may download and print a Claim Form by visiting XXXX or you may request a Claim Form by calling (XXX) XXX-XXXX. 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 receive compensation for prior expenses. Sending in a Claim Form late will be the same as doing nothing. Please **DO NOT** send Claim Forms to Class Counsel or the Court as such submissions may not be processed.

11. What kind of documentation do I need to include when submitting my Claim Form?

In addition to a completed Claim Form, you will need to submit supporting documentation. **For benefits relating to reimbursement for a Qualifying Purchase this includes:** (i) "Proof of Ownership," which means a copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you currently own or lease (or previously owned or leased) a Class Vehicle, identified by Vehicle Identification Number ("VIN"). Examples of such documents include owner registration card, vehicle title, bank note identifying the vehicle, and insurance card; and (ii) "Proof of Payment," which means the original or copy of any document(s) generated at or around the time expenses were incurred showing that you paid for the expenses incurred (*e.g.*, a Qualifying Purchase, towing expenses, transportation expenses, etc.). "Proof of Payment" for the Qualifying Purchase must show the method of payment used, the cost of the Qualifying Purchase, and the name of the entity charging you for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash includes a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by you that you do not have a cash payment receipt from the person or entity that you paid for the Qualifying Purchase showing your payment and as to the specific dollar amount you paid in cash.

For benefits payable from the Common Fund, this generally includes at least: (i) "Proof of Ownership," which means a copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you currently own or lease (or previously owned or leased) a Class Vehicle, identified by Vehicle Identification Number ("VIN"). Examples of such documents include owner registration card, vehicle title, bank note identifying the vehicle, and insurance card; (ii) "Proof of Qualifying Theft" and "Proof of Qualifying Theft Attempt," which means the original or a copy of any document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model, which may include a police report (which can be filed at any time prior to submitting a claim) and, if the Class Vehicle is insured, Insurance Records, and/or a similar third-party report with comparable trustworthiness, reliability, and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses; (iii) documentation of any prior reimbursement you received that relates to your Claim (for example, insurance documentation or prior payment from Hyundai or Kia); and (iv) "Proof of Payment" if you are seeking reimbursement for an expense reimbursable under the Common Fund. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash includes a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by you that you do not have a cash payment receipt from the person or entity that you paid for the Qualifying Purchase showing your payment and as to the specific dollar amount you paid in cash. For any repairs performed at authorized Hyundai or Kia dealerships and paid in cash with a valid corresponding final repair order, you can attest under penalty of perjury that you do not have a cash payment receipt from the dealership showing your payment and as to the specific dollar amount you paid in cash to the dealership to suffice as "Proof of Payment." And if your Claim is for a Total Loss, you will need documentation establishing: (a) the Class Vehicle has been wrecked, destroyed, or damaged so badly as a result of the Qualifying Theft or Qualifying Theft Attempt (excluding pre-existing damage) that it is objectively uneconomical to repair the Class Vehicle (i.e., repair costs would be at least 70% of the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition), as established by objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, any required license, and online reviews (all subject to verification); (b) your disposal (through sale or donation) of the Class Vehicle for less than 30% of the fair market value of the Class Vehicle, as

measured by the Black Book value for a comparable private party vehicle in average condition. In the event of a sale, you must submit proof of the amount received via the sale. If the Class Vehicle was donated or sold, the tax-deductible donation value or sale amount will be discounted from the claimed loss. A copy of a tax-deductible receipt is required if the Class Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form); (c) the Class Vehicle was declared a Total Loss by an insurer, but you were still not made whole by the insurance payments, as measured by the Black Book value (private party/average condition) minus total insurance settlement/payment received. Insurance documentation showing the amount claimed and recovered from an insurer is required; or (d) it has been at least three months since the Qualifying Theft and the Class Vehicle has not been recovered. If your Class Vehicle is recovered following the submission of a Claim but before payment is issued from the Common Fund, you must notify the Settlement Administrator of the recovery and the condition of the recovered Class Vehicle.

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

12. When would I get my reimbursement?

In general, valid Qualifying Purchase Claims will be paid as they are approved, **after** the Effective Date. If there are no appeals, the Effective Date for the Settlement will be the first date after entry of the Court's order and judgment giving final approval to the Settlement. Common Fund Claims will be paid after all timely Common Fund Claims are received, processed, and, if applicable, appealed. **Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.** If there are objections or appeals, the date will be later. When the date becomes known it will be posted at XXXX.

The Hon. James V. Selna, U.S. District Court Judge, will hold a Final Approval Hearing at XXX a.m. on XXXX, in Courtroom 10C at the U.S. District Court for the Central District of California, 411 West 4th Street, Room 1053 Santa Ana, CA 92701-4516, to decide whether to approve the Settlement. The hearing may be rescheduled without further notice to you, so it is recommended you periodically check XXXX for updated information. If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them will take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting XXXX or calling XXXX.

13. What if my Claim is found to be deficient?

If your Claim is found to be deficient and is rejected during the review process by the Settlement Administrator, you will be notified of the deficiency in writing. You will then have an opportunity to remedy the deficiency within 45 days of the written notice.

14. The Settlement Administrator will then send you a final determination of how much Defendants will reimburse you for your Claim. If you believe the final determination for your Claim is incorrect, you must write to the Settlement Administrator by mail or email at XXXXX within 45 days from the date of your final determination email (or postmark date if it was mailed instead), stating that you request an appeal to the Settlement Administrator and providing your reasoning and supporting documentation. Class Counsel shall be able to spend reasonable time evaluating appeals and can be reimbursed for actual time spent reviewing those appeals, up to a total cap of $600,000, so long as Class Counsel submit documentation to Hyundai and/or Kia that shows the time spent and identifies the appeals reviewed. These fees shall not be paid from the Common Fund. Instead, Defendants shall be responsible for paying these fees separately and in addition to any fees and costs awarded to Class Counsel. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself in writing as described in the answer to Question 15, you will be treated as part of the Settlement Class, and that means that if the Settlement is approved, **you cannot sue, continue to sue, or be part of any other lawsuit against Defendants,** or other related entities or individuals (listed in the Settlement Agreement, which you can view at XXXX) **about the legal issues in *this* case**, including but not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence arising

from the theft prone related defects alleged in this case. You will not be able to sue even on existing claims that you may already hold against Defendants, or other related entities or individuals listed in the Settlement Agreement. It also means that all 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) death; (ii) personal injury; (iii) any and all claims that relate to something other than a Class Vehicle and the alleged defect here, or (iv) subrogation, if you are a licensed insurer.

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section VI of the Settlement Agreement (available at XXXX) or you can contact the lawyers representing the Settlement Class (listed below) for free or speak with your own lawyer at your own expense.

Class Counsel			
Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Avenue Suite 2000 Seattle, WA 98101 steve@hbsslaw.com	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr. 24th Floor Chicago, IL 60606 beth@feganscott.com	Kenneth B. McClain Humphrey Farrington McClain 221 W. Lexington Ave. Suite 400 Independence, MO 64050 kbm@hfmlegal.com	Roland Tellis Baron & Budd, P.C. 15910 Ventura Blvd. Suite 1600 Encino, CA 91436 rtellis@baronbudd.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue Defendants or other related entities or individuals, on your own and at your own expense, about the legal issues in this case, including for any existing claims you may currently have, 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.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit an opt-out form online at XXXX, or by letter via U.S. mail (or an express mail carrier) saying that you want to "opt-out of" or "be excluded from" the Class Settlement in *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation,* No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.). Be sure to include: (i) your full name and current address; (ii) the model and model year, Vehicle Identification Number ("VIN") (located on a placard on the top of the dashboard visible through the driver's side corner of the windshield or in the driver's side door frame), date(s) of purchase or lease; and (iii) a clear statement saying you wish to be excluded from the Settlement and the Class. You must submit your exclusion request no later than **XXXX**. Failure to provide each required element may result in the rejection of your request for exclusion.

If you want to mail your exclusion request, you must send it to:

Defense Counsel	
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017	Peter Brennan Jenner & Block 353 N. Clark St. Chicago, Illinois 60654-3456

You cannot exclude yourself on the phone or by e-mail. Please keep a copy or screenshot of any exclusion (or opting out) request 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 this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) Defendants, or other related entities or individuals in the future about the legal issues in this case.

16. If I do not exclude myself, can I sue for the same thing later?

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

If you have a pending lawsuit against Defendants, or related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class if you want to continue your own lawsuit if that lawsuit concerns the same legal issues related to the Class Vehicles and the alleged defect in this case, even if it involves other causes of action, including but not limited to, false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is **XXXX**.

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

17. 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. However, you may sue, continue to sue, or be part of a different lawsuit against Defendants and other related entities or individuals for the claims that this Settlement resolves.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court has appointed Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Elizabeth A. Fegan of Fegan Scott LLC, Kenneth B. McClain of Humphrey Farrington McClain, and Roland Tellis of Baron & Budd, P.C. to represent you and other 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. Please **DO NOT** send Claim Forms to Class Counsel or the Court. Claim Forms sent to Class Counsel or the Court will not be deemed valid submissions.

19. How will the lawyers be paid, and will the Class Representatives receive service payments?

At a later date, Class Counsel will ask the Court to award attorneys' fees, expenses, and service payments to each of the named Class Representatives: Kari Eldridge, Brittany Kingsbury, Miyoshi Morrow, Stefani Poblete Taylor, Adam Lippert, Michael Kay, Mollie McGeehon, Herbert Taylor, Arlecia Brown, Edith Bucio, Matthew Pavonetti, Jason Reyes, Ann Brady, Mark Thompson, Renee Ledet, Ian Michael Scott, Irene Beach, Leilani Cabrera, John Dylan Burton, Eric Bain, Steven Hufford, Talysia Ruff, Tyler McGill, John McGraw, Cameron Morton, Lexii Cummings, Matthew Jacobsen, Dennette Ray, Brian Helm, Adriana Pilant, Luis Enrique Vargas Rodriguez, David Lucas, Leanna Adams, Iona Barnes, Craig Granville, Jisun Kang, Michelle Pollack, Rachel Perry, Claire Roberts, Mary Kathryn Morrison, Patricia Sumpterbynum, Kristina McKnight, Trina Johnson, Marcella Blum, Matthew Butler, Kayla Collyer, David Larsen, Anthony Loburgio, Katelyn McNerney, Eryca Smith, Dave Sessions, Tajia Turner, Laura Roberts, Hubert Matthews, Rita Day, Kasey Weinfurtner, Charles Hession, Molly O'Connor, Rejene Jackson, Tiffany Devonish, Darlene Bennor, Jacquella Russell, Lauren Hernandez, John Pope, Pauline Ragsdale, Kathy Hughes, Rosemary Winner Johnson, Maggie Ketchie, Peggy Ciafullo, Amber Hall, Michael Ryle, James DePorche, Ronald DeSarro, Teresa Harris, Cameron Cunningham, Shatoya McKinney, Gerald Smith, Lauren Kawetschansky, Shana Eberhardt, Michelle Wagner, Adrian Matthews, Carolyn Catlos, Albert Lui, Nadine Quate Francis, and Michael Scalise. 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. Any attorneys' fees, costs, and Class Representative service payments awarded by the Court will be paid from the Common Fund. Class Counsel will not seek more than 25 percent of the Common Fund in fees plus their actual out-of-pocket expenses and will not seek a service award exceeding $1,000 to each Class Representative. Plaintiffs will file their motion for attorneys' fees, expenses, and service awards by **XXXX**. You may continue to check on the progress of Plaintiffs' request for attorneys' fees, expenses, and service awards by visiting XXXX.

Defendants will pay the costs to administer the Settlement. The payment of Settlement administration costs will not come out of the Common Fund for payments to Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or part of the Settlement.

20. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class and do not like the Settlement, you can object to all or part of the Settlement. You can give reasons 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 each of the addresses below:

<table>
<tr><th colspan="4">Class Counsel</th></tr>
<tr>
<td>Steve W. Berman
Hagens Berman
Sobol Shapiro LLP
1301 Second Ave.
Suite 2000
Seattle, WA 98101
steve@hbsslaw.com</td>
<td>Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Dr.
24th Floor
Chicago, IL 60606
beth@feganscott.com</td>
<td>Kenneth B. McClain
Humphrey Farrington
McClain
221 W. Lexington Ave.
Suite 400
Independence, MO
64050
kbm@hfmlegal.com</td>
<td>Roland Tellis
Baron & Budd, P.C.
15910 Ventura Blvd.
Suite 1600
Encino, CA 91436
rtellis@baronbudd.com</td>
</tr>
<tr><th colspan="4">Defense Counsel</th></tr>
<tr>
<td colspan="2">Shon Morgan
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, California 90017</td>
<td colspan="2">Peter Brennan
Jenner & Block
353 N. Clark St.
Chicago, Illinois 60654-3456</td>
</tr>
</table>

Your objection letter must include:

1) The case name and number, *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation,* No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.);
2) Your full name, current address, and current telephone number;
3) The model year and VIN of your Class Vehicle(s);
4) A statement of your objection(s), including all factual and legal grounds for the position;
5) Copies of any documents you wish to submit in support of your objection(s);
6) The name and address of any lawyer(s) representing you in making the objection or who may be entitled to compensation in connection with the objection;
7) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel;
8) The identity of all counsel (if any) who will appear on your behalf objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of your objection;
9) A list of any other objections submitted by you, or your counsel, to any class action settlements submitted in any court in the United States in the previous five years, but if you or your counsel have not made any such prior objection, you must affirmatively state this; and
10) Your signature and the signature of any attorney representing you in connection with the objection, and the date of the objection.

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 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 **XXXX.** 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, you may be barred from speaking or otherwise presenting any views at the Final Approval Hearing, and you will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not 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 Settlement no longer affects you.

THE COURT'S FINAL APPROVAL 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 do not have to.

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

The Court will hold a Final Approval Hearing at XXX a.m. on **XXXX**, in Courtroom 10C at the U.S. District Court for the Central District of California, 411 West 4th Street, Room 1053 Santa Ana, CA 92701-4516, to decide whether to approve the Settlement. 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 you periodically check visiting XXXX for updated information.

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions Judge Selna may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. So 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 is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

24. May I speak at the Final Approval Hearing?

You may ask the Court's permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation,* No. 8:22-ML-3052 JVS(KESx) (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 **XXXX**, and be sent to each Defense Counsel and Class Counsel, at the following addresses:

Defense Counsel	
Shon Morgan Quinn Emanuel Urquhart & Sullivan, LLP 865 S. Figueroa St., 10th Floor Los Angeles, California 90017	Peter Brennan Jenner & Block 353 N. Clark St. Chicago, Illinois 60654-3456

Class Counsel			
Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 Second Ave. Suite 2000 Seattle, WA 98101 steve@hbsslaw.com	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr. 24th Floor Chicago, IL 60606 beth@feganscott.com	Kenneth B. McClain Humphrey Farrington McClain 221 W. Lexington Ave. Suite 400 Independence, MO 64050 kbm@hfmlegal.com	Roland Tellis Baron & Budd, P.C. 15910 Ventura Blvd. Suite 1600 Encino, CA 91436 rtellis@baronbudd.com

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will not receive any reimbursements or compensation from this Settlement. However, if your Class Vehicle is eligible, you will receive the Software Upgrade if you bring your Class Vehicle into an authorized Hyundai or Kia dealership (if you still own or lease your Class Vehicle). But unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants or other related entities or individuals about the legal issues in this case, ever again.

This Settlement will not affect your right to sue Defendants for any claims not resolved by the Settlement, regardless of whether you exclude yourself from the Settlement.

GETTING MORE INFORMATION

26. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view at XXXX.

Neither Defendants nor Class Counsel 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.

27. How do I get more information?

You can call XXXX toll free or visit XXXX, where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 14.

All papers filed in this Action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at http://www.pacer.gov.

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 B

Hyundai/Kia Theft Settlement Administrator
[Settlement Administrator's address]

HYUNDAI/KIA CLAIM FORM

Five Steps to Make a Claim

In re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, No. 8:22-ML-3052 JVS(KESx) (C.D. Cal.)

For each Class Vehicle, you can submit more than one claim using one or more claim forms. **THE DEADLINE TO SUBMIT A CLAIM DEPENDS ON THE TYPE OF CLAIM (as specified below).**

[1] CONTACT INFORMATION: Please provide the information in the spaces below:

First Name: | MI: | Last Name:

Business Name (if applicable):

Address 1:

Address 2:

City: | State:

Zip Code: -

ADDITIONAL CONTACT INFORMATION *(Optional):* Please provide your email address and phone number:

Email:

Phone: - -

If you choose to provide your email address, the Settlement Administrator may contact you about the Settlement by email. If not, the Settlement Administrator will contact you about the Settlement at the postal address above.

[2] VEHICLE INFORMATION: Provide your Vehicle Identification Number ("VIN") below.

The VIN is located on a small placard on the top of the dashboard and is visible through the driver's side corner of the windshield or on a decal inside the driver side door jamb. It also appears on your vehicle title, registration card, and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

VIN:

In the boxes below, indicate whether your vehicle had Qualifying Theft or a Qualifying Theft Attempt and the date of this incident. To obtain certain Settlement benefits, you must have experienced either a Qualifying Theft or a Qualifying Theft Attempt. A "Qualifying Theft" means the theft of a Class Vehicle through forcible entry and breach of the ignition system. A "Qualifying Theft Attempt" means the attempted theft of a Class Vehicle through forcible entry and either an attempted dismantling of the steering column or an attempted breach of the ignition system. **If you experienced more than one Qualifying Theft or Qualifying Theft Attempt, you must complete one Claim Form per incident.** Even if you did not experience a Qualifying Theft or a Qualifying Theft Attempt, you may still be eligible for some Settlement benefits, so please review all Reimbursement Types below. *You can also visit XXX to learn more.*

Check if you experienced a: ☐ Qualifying Theft OR ☐ Qualifying Theft Attempt

Check if you did NOT experience a Qualifying Theft or Qualifying Theft Attempt: ☐ NONE

Date the Qualifying Theft or Qualifying Theft Attempt Occurred: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

Last known mileage on Class Vehicle odometer before the Qualifying Theft or Qualifying Theft Attempt: _____ miles

Options, if any, installed on Class Vehicle after it was manufactured: _____

[3] REIMBURSEMENT TYPES: Indicate the nature of the reimbursement(s) you are claiming, the total amount of reimbursement you are requesting, and enclose all required documentation. *NOTE: More than one type of reimbursement may apply to you.*

☐ **I AM REQUESTING REIMBURSEMENT FOR THE TOTAL LOSS OF MY CLASS VEHICLE DUE TO A QUALIFYING THEFT OR QUALIFYING THEFT ATTEMPT.** "Total Loss" means any one of the following situations resulting from the Qualifying Theft or Qualifying Theft Attempt: (i) the Class Vehicle has been wrecked, destroyed, or damaged so badly as a result of the Qualifying Theft or Qualifying Theft Attempt (excluding pre-existing damage) that it is objectively uneconomical to repair the Class Vehicle (i.e., repair costs would be at least 70% of the fair market value of the Class Vehicle, as measured by the Black Book value for a comparable private party vehicle in average condition), as established by objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, any required license, and online reviews (all subject to verification); (ii) your sale or donation of the Class Vehicle for less than 30% of its fair market value as measured by the Black Book value for a comparable private party vehicle in average condition; (iii) the Class Vehicle was declared a Total Loss by an insurer, but you still were not made whole by the insurance payments, as measured by the Black Book value (private party/average condition) minus total insurance settlement/payment received; or (iv) it has been at least three months following the Qualifying Theft and the Class Vehicle has not been recovered. In the event a Class Vehicle is recovered following the submission of this claim form but before payment is issued, you must notify the Settlement Administrator of the recovery of the Class Vehicle and the Class Vehicle's condition at the time of recovery. *Note: Reimbursement under this category is capped at $6,125 per Class Vehicle, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).
2. **Proof of Qualifying Theft or Qualifying Theft Attempt:** A copy of any original document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model. The documents establishing

a Qualifying Theft or Qualifying Theft Attempt may include a police report (which can be filed at any time prior to submitting a claim) and, if the Class Vehicle is insured, Insurance Records, and/or similar third-party report with comparable trustworthiness, reliability and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses.

3. **Proof of Total Loss**: Proof of "Total Loss" varies depending on the loss identified above, as follows: (a) objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, and online reviews (all subject to verification); (b) a tax-deductible receipt is required if the Class Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form) if the Class Vehicle was sold; (c) insurance documentation showing the amount claimed and recovered from an insurer; or (d) objectively reliable documentation that demonstrates a Qualifying Theft and a sworn statement establishing the Class Vehicle has not been recovered. In the event a Class Vehicle is recovered following the submission of a claim but before payment is issued from the Common Fund, you must notify the Settlement Administrator of the recovery and the condition of the recovered Class Vehicle.

4. **Prior Reimbursement**: If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

If you are requesting reimbursement for more than one Qualifying Theft or Qualifying Theft Attempt, you must complete a separate claim form for each incident and provide the information requested.

☐ **I AM REQUESTING REIMBURSEMENT FOR DAMAGE TO MY CLASS VEHICLE AND/OR DAMAGED OR LOST PERSONAL PROPERTY DUE TO A QUALIFYING THEFT OR QUALIFYING THEFT ATTEMPT.** *Note: Reimbursement under this category is capped at $3,375 per occurrence, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).

2. **Proof of Qualifying Theft or Qualifying Theft Attempt**: A copy of any original document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model. The documents establishing a Qualifying Theft or Qualifying Theft Attempt may include a police report and, if the Class Vehicle is insured, Insurance Records, and/or similar third-party report with comparable trustworthiness, reliability and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses.

3. **Proof of Qualifying Loss**: "Qualifying Loss" refers to an out-of-pocket loss or uncompensated loss resulting from the Qualifying Theft or Qualifying Theft Attempt of a Class Vehicle, provided such loss is reimbursable under the Common Fund offered by this Settlement. In addition to Proof of Ownership, "Proof of a Qualifying Loss" requires documentation containing information necessary for the Claims Administrator to verify the loss. Such documentation can include, but is not limited to, a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value.

4. **Prior Reimbursement:** If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

If you are requesting reimbursement for more than one Qualifying Theft or Qualifying Theft Attempt, you must complete a separate claim form for each incident and provide the information requested above.

☐ **I AM REQUESTING REIMBURSEMENT FOR AN INSURANCE DEDUCTIBLE PAID AND/OR AN INCREASED INSURANCE PREMIUM DUE TO A QUALIFYING THEFT OR QUALIFYING THEFT ATTEMPT.** *Note: Reimbursement under this category is capped at $375 per theft or attempted theft occurrence, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).

2. **Proof of Qualifying Theft or Qualifying Theft Attempt:** A copy of any original document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model. The documents establishing a Qualifying Theft or Qualifying Theft Attempt may include a police report and, if the Class Vehicle is insured, Insurance Records, and/or similar third-party report with comparable trustworthiness, reliability and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses.

3. **Proof of Qualifying Loss:** "Qualifying Loss" refers to an out-of-pocket loss or uncompensated loss resulting from the Qualifying Theft or Qualifying Theft Attempt of a Class Vehicle, provided such loss is reimbursable under the Common Fund offered by this Settlement. In addition to Proof of Ownership, "Proof of a Qualifying Loss" requires documentation containing information necessary for the Claims Administrator to verify the loss. Such documentation can include, but is not limited to, a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value.

4. **Proof of Payment:** "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

5. **Prior Reimbursement:** If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments).

"Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

If you are requesting reimbursement for more than one paid insurance deductible or increased insurance premium due to Qualifying Theft or Qualifying Theft Attempt, you must complete a separate claim form for each incident and provide the information requested above.

☐ **I AM REQUESTING REIMBURSEMENT FOR OTHER OUT-OF-POCKET EXPENSES DUE TO A QUALIFYING THEFT OR QUALIFYING THEFT ATTEMPT. This category includes the following losses:**

- Car rental, taxi, ride share, or public transportation expenses not otherwise covered by insurance due to a Qualifying Theft or Qualifying Theft Attempt;
- Towing costs needed to transport the stolen vehicle to or from a police or city storage facility, repair facility or other location necessary to inspect, repair, sell, or dispose of a stolen vehicle, including a junkyard or storage facility due to a Qualifying Theft or Qualifying Theft Attempt;
- Licensing fees, sales tax paid, registration fees and other expenses directly associated with the purchase of new/replacement vehicle if the stolen vehicle was declared a total loss due to a Qualifying Theft or Qualifying Theft Attempt; and
- Costs associated with speeding tickets, red light tickets, or other penalties or fines incurred arising from a stolen vehicle due to a Qualifying Theft or Qualifying Theft Attempt.

Note: Reimbursement under this category is capped at $250 total per theft or attempted theft occurrence, regardless of whether your out-of-pocket losses exceed this.

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).
2. **Proof of Qualifying Theft or Qualifying Theft Attempt:** A copy of any original document(s) generated at or around the time of the Qualifying Theft or Qualifying Theft Attempt that specifies the date of the Qualifying Theft or Qualifying Theft Attempt and identifies the Class Vehicle by VIN or make and model. The documents establishing a Qualifying Theft or Qualifying Theft Attempt may include a police report and, if the Class Vehicle is insured, Insurance Records, and/or similar third-party report with comparable trustworthiness, reliability and probative/evidentiary value showing comparable information regarding the circumstances of the Qualifying Theft or Qualifying Theft Attempt and the resulting losses.
3. **Proof of Qualifying Loss:** "Qualifying Loss" refers to an out-of-pocket loss or uncompensated loss resulting from the Qualifying Theft or Qualifying Theft Attempt of a Class Vehicle, provided such loss is reimbursable under the Common Fund offered by this Settlement. In addition to Proof of Ownership, "Proof of a Qualifying Loss" requires documentation containing information necessary for the Claims Administrator to verify the loss. Such documentation can include, but is not limited to, a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value.
4. **Proof of Payment:** "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related

expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

5. **Prior Reimbursement:** If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

6. **Proof of Total Loss (only applicable if you are making a claim for licensing fees, sales tax paid, registration fees and other expenses directly associated with the purchase of new/replacement vehicle if the stolen vehicle was declared a total loss due to a Qualifying Theft or Qualifying Theft Attempt):** Proof of "Total Loss" varies depending on the loss identified above, as follows: (a) objectively reliable documentation, such as an insurer notification, auto service station, a verifiable third-party estimate, repair receipts, or comparable documentation showing the condition of the Class Vehicle following the Qualifying Theft or Qualifying Theft Attempt. For documents to be objectively reliable, they must be issued by a verified business entity with a business address, a working phone number, and online reviews (all subject to verification); (b) a tax-deductible receipt is required if the Class Vehicle was donated as is proof of sale and payment received (such as DMV vehicle transfer form) if the Class Vehicle was sold; (c) insurance documentation showing the amount claimed and recovered from an insurer; or (d) objectively reliable documentation that demonstrates a Qualifying Theft and a sworn statement establishing the Class Vehicle has not been recovered. In the event a Class Vehicle is recovered following the submission of a claim but before payment is issued from the Common Fund, you must notify the Settlement Administrator of the recovery and the condition of the recovered Class Vehicle.

If you are requesting reimbursement for expenses that relate to more than one Qualifying Theft or Qualifying Theft Attempt, you must complete a separate claim form for each incident and provide the information requested above.

☐ **I OWN A CLASS VEHICLE ELIGIBLE FOR A SOFTWARE UPGRADE AND I AM REQUESTING REIMBURSEMENT FOR LOST INCOME AND/OR CHILDCARE COSTS IN OBTAINING THE SOFTWARE UPGRADE FOR MY CLASS VEHICLE.** *Note: This Settlement benefit is only available if your Class Vehicle is* ***eligible*** *for the Software Upgrade. Reimbursement under this category is capped at $250 per Class Vehicle, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

Date of Software Upgrade Installation: ☐☐ - ☐☐ - ☐☐☐☐

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).

2. **Proof of Qualifying Loss**: "Qualifying Loss" refers to an out-of-pocket loss or uncompensated loss resulting from the Qualifying Theft or Qualifying Theft Attempt of a Class Vehicle, provided such loss is reimbursable under the Common Fund offered by this Settlement. In addition to Proof of Ownership, "Proof of a Qualifying Loss" requires documentation containing information necessary for the Claims Administrator to verify the loss. Such

documentation can include, but is not limited to, a police report, insurance records, dealership records, repair records, receipts, cleared checks, credit card statements, bank records, registration records, employment records, or such other documents with comparable evidentiary value.

3. **Prior Reimbursement**: If you previously received any payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

4. **Proof of Payment (only applicable if you are making a claim for childcare costs in obtaining the Software Upgrade)**: "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., daycare expenses) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

☐ **I OWN A CLASS VEHICLE ELIGIBLE FOR A SOFTWARE UPGRADE AND I AM REQUESTING REIMBURSEMENT FOR A KEY FOB PURCHASE I MADE TO RECEIVE THE SOFTWARE UPGRADE.** *Note: Reimbursement under this category is capped at $350 per fob, with a limit of two per Class Vehicle, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

Date of purchase of key fob ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

[B] Required Documentation:

1. **Proof of Ownership**: A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).

2. **Proof of Payment for Key Fob**: "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the Hyundai or Kia dealership charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

3. **Prior Reimbursement:** If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

☐ **I OWN A CLASS VEHICLE ELIGIBLE FOR THE SOFTWARE UPGRADE AND I AM REQUESTING REIMBURSEMENT FOR THE QUALIFYING PURCHASE OF A STEERING WHEEL LOCK FOR MY CLASS VEHICLE, WHICH I MADE AT LEAST THIRTY DAYS BEFORE THE SOFTWARE UPGRADE WAS AVAILABLE FOR MY CLASS VEHICLE.** *Note: Reimbursement under this category is capped at $50 per Class Vehicle, regardless of whether your out-of-pocket losses exceed this.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

Date of purchase of steering wheel lock: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

[B] Had you already received a steering wheel lock provided by Hyundai or Kia (for example, shipped directly from Hyundai or Kia, from a dealership, or through a law enforcement department) when you made the purchase? Check the appropriate box below:

☐ Yes OR ☐ No

If you answered "yes" above, list the name of the dealership or law enforcement department that provided the steering wheel lock: _____

[C] Required Documentation:

1. **Proof of Ownership:** A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you owned or leased a Class Vehicle, identified by VIN (such as owner registration cards, vehicle titles, bank notes identifying the vehicle, and insurance cards).
2. **Proof of Payment for Qualifying Purchase**: "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.
3. **Prior Reimbursement:** If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments).

"Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

☐ **I OWN A CLASS VEHICLE NOT ELIGIBLE FOR THE SOFTWARE UPGRADE AND I AM REQUESTING REIMBURSEMENT FOR THE QUALIFYING PURCHASE OF A STEERING WHEEL LOCK AND/OR A GLASS BREAKAGE ALARM OR SIMILAR ANTI-THEFT SYSTEM, OR ANOTHER AFTERMARKET MODIFICATION DESIGNED TO DETER OR PREVENT THEFT FOR MY CLASS VEHICLE.** *Note: This Settlement benefit is only available if your Class Vehicle is **ineligible** for the Software Upgrade. Reimbursement under this category is capped at $300 per Class Vehicle if you are **not** reimbursed for the purchase of a steering wheel lock and capped at $250 if you **are** reimbursed for the purchase of a steering wheel lock, regardless of whether your out-of-pocket losses exceed these cap amounts.*

Claims for this benefit must be submitted no later than XXXX.

[A] Provide the total amount for which you are requesting reimbursement:

$ ☐☐☐☐☐ . ☐☐

[B] Provide the following to assist with processing your claim:

ANTI-THEFT SYSTEM DESCRIPTION(S) (STEERING WHEEL LOCK, ALARM KIT, ETC. (List all that apply))

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Date of purchase of steering wheel lock: ☐☐ - ☐☐ - ☐☐☐☐ (MM - DD - YYYY)

Cost of Steering Wheel Lock: _____

Date of purchase of anti-theft system: ☐☐ - ☐☐ - ☐☐☐☐ (MM - DD - YYYY)

Cost of purchase of anti-theft system: _____

Date of installation of anti-theft system: ☐☐ - ☐☐ - ☐☐☐☐ (MM - DD - YYYY)

Cost of installation of anti-theft system: _____

[C] Did you already receive a steering wheel lock provided by Hyundai or Kia (for example, shipped directly from Hyundai or Kia, from a dealership, or through a law enforcement department) when you purchased a steering wheel lock (if applicable)? Check the appropriate box below:

☐ Yes OR ☐ No

[B] Required Documentation:

1. **Proof of Ownership:** A copy of any document(s) issued by a state department of motor vehicles, insurance company, bank or other financing company, or any combination thereof, reflecting that you own or lease a Class Vehicle, identified by VIN (such as owner registration card, vehicle title, bank note identifying the vehicle, and insurance card).

2. **Proof of Payment for Qualifying Purchase:** "Proof of Payment" refers to the original or copy of any document(s) generated at or around the time expenses were incurred showing that the Claimant paid for the expenses incurred (e.g., a Qualifying Purchase, towing expenses, transportation expenses, etc.) for which they may be entitled to reimbursement under this Settlement Agreement. "Proof of Payment" must reflect the method of payment the Claimant used, the cost of the expense, and the name of the entity charging the Claimant for the expense. "Proof of Payment" for an expense paid by credit card are final repair invoices or similar records that show a duty to pay for a related expense plus credit card receipts, or credit card statements reflecting actual amounts paid. "Proof of Payment" for an expense paid by debit card or check are final repair invoices plus debit card receipts, cleared checks, or bank account statements reflecting actual amounts paid. "Proof of Payment" for an expense paid in cash shall include a valid corresponding final invoice or repair order, proof of withdrawal of cash from a bank or credit union, along with an attestation under penalty of perjury by the Claimant that they do not have a cash payment receipt from the person or entity that the Claimant paid showing their payment and as to the specific dollar amount they paid in cash.

3. **Proof of Installation for Anti-Theft System (not applicable for Qualifying Purchase of steering wheel lock alone):** Document(s) generated at or around the time the anti-theft system was installed on a Class Vehicle showing that you had the anti-theft device installed on the Class Vehicle.

4. **Prior Reimbursement**: If you previously received **any** payment or reimbursement in connection with the Qualifying Theft or Qualifying Theft Attempt, you must provide documentation of this with your Claim Form (for example, Insurance Records or prior campaign reimbursement and/or customer satisfaction payments). "Insurance Records" refers to documents issued by the car insurance company reflecting that coverage was denied or a final insurance settlement that shows how much the insurance paid minus the deductible.

[4] 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 the Settlement Administrator as needed to assist in the payment of my Claim. To the extent I am seeking reimbursement for a Qualifying Loss for which I do not have documentation, I attest as follows:

☐ **Cash Payment for Repairs Performed at Hyundai or Kia Dealership:** I hereby swear under penalty of perjury under the laws of the United States that I had repairs performed at an authorized Hyundai or Kia dealership _____ (name of dealership) and paid $_____ in cash but I do not have a cash payment receipt from the dealership showing payment.

☐ **Cash Payment in General:** I hereby swear under penalty of perjury under the laws of the United States that I paid for _____ (description of reason for payment) and paid $_____ in cash but I do not have a cash payment receipt showing payment. Along with this attestation, I am submitting a valid corresponding final invoice or repair order and proof of withdrawal of cash from a bank or credit union.

☐ **Unrecovered Class Vehicle**: I hereby swear under penalty of perjury under the laws of the United States that I experienced a Qualifying Theft of my Class Vehicle on _____ (Date) and as of today, I still have not recovered my Class Vehicle. (*Note: In the event a Class Vehicle is recovered following the submission of this Claim, but before payment is issued from the Common Fund, you must notify the Settlement Administrator of the recovery and the condition of the recovered Class Vehicle.)*

Signature: _____ Date: ☐☐ - ☐☐ - ☐☐☐☐
MM DD YYYY

[5] HOW TO SUBMIT:

You must submit the completed form AND the required documentation in one of the following ways: (a) by emailing them to [EMAIL]; (b) mailing them to the Settlement Administrator at [ADDRESS]; or submitting them online at [LINK]. It is highly recommended that you maintain a copy of the completed Claim Form and a copy of any supporting documentation for your own records.

Please **DO NOT** send Claim Forms to Class Counsel or the Court.

For more information, please view the Class Notice, visit XXXX, or call the Settlement Administrator's toll-free number at XXXX.

EXHIBIT F

Title 49 Chapter V Part 571 Subpart B 571.114

Title 49 Chapter V Part 571 Subpart B 571.114

Standard No. 114; Theft protection and roll away prevention.

S1. Scope. This standard specifies vehicle performance requirements intended to reduce the incidence of crashes resulting from theft and accidental rollaway of motor vehicles.

S2. Purpose. The purpose of this standard is to decrease the likelihood that a vehicle is stolen, or accidentally set in motion.

S3. Application. This standard applies to all passenger cars, and to trucks and multipurpose passenger vehicles with a GVWR of 4,536 kilograms (10,000 pounds) or less. However, it does not apply to walk-in van-type vehicles. Additionally, paragraph S5.3 of this standard applies to all motor vehicles, except trailers and motorcycles, with a GVWR of 4,536 kilograms (10,000 pounds) or less.

S4. Definitions.

"Combination" means a variation of the key that permits the starting system of a particular vehicle to be operated.

"Key" means a physical device or an electronic code which, when inserted into the starting system (by physical or electronic means), enables the vehicle operator to activate the engine or motor.

"Open-body type vehicle" means a vehicle having no occupant compartment doors or vehicle having readily detachable occupant compartment doors.

"Starting system" means the vehicle system used in conjunction with the key to activate the engine or motor.

"Vehicle type" as used in S5.1.2, refers to passenger car, truck, or multipurpose

passenger vehicle, as those terms are defined in 49 CFR 571.3.

S5. Requirements. Each vehicle subject to this standard must meet the requirements of S5.1, S5.2, and S5.3. Open-body type vehicles are not required to comply with S5.1.3.

S5.1 Theft protection.

S5.1.1 Each vehicle must have a starting system which, whenever the key is removed from the starting system prevents:

(a) The normal activation of the vehicle's engine or motor; and

(b) Either steering, or forward self-mobility, of the vehicle, or both.

S5.1.2 For each vehicle type manufactured by a manufacturer, the manufacturer must provide at least 1,000 unique key combinations, or a number equal to the total number of the vehicles of that type manufactured by the manufacturer, whichever is less. The same combinations may be used for more than one vehicle type.

EXHIBIT G

49 U.S.C. § 30115 - Certification of Compliance

49 U.S.C. § 30115 —Certification of Compliance

(a) In General. A manufacturer or distributor of a motor vehicle or motor vehicle equipment shall certify to the distributor or dealer at delivery that the vehicle or equipment complies with applicable motor vehicle safety standards prescribed under this chapter. A person may not issue the certificate if, in exercising reasonable care, the person has reason to know the certificate is false or misleading in a material respect. Certification of a vehicle must be shown by a label or tag permanently fixed to the vehicle. Certification of equipment may be shown by a label or tag on the equipment or on the outside of the container in which the equipment is delivered.

(b) Certification Label. In the case of the certification label affixed by an intermediate or final stage manufacturer of a motor vehicle built in more than 1 stage, each intermediate or final stage manufacturer shall certify with respect to each applicable Federal motor vehicle safety standard—

(1) that it has complied with the specifications set forth in the compliance documentation provided by the incomplete motor vehicle manufacturer in accordance with regulations prescribed by the Secretary; or

(2) that it has elected to assume responsibility for compliance with that standard.

If the intermediate or final stage manufacturer elects to assume responsibility for compliance with the standard covered by the documentation provided by an incomplete motor vehicle manufacturer, the intermediate or final stage manufacturer shall notify the incomplete motor vehicle manufacturer in writing within a reasonable time of affixing the certification label. A violation of this subsection shall not be subject

to a civil penalty under section 30165.

EXHIBIT H

49 U.S.C. § 30165 - Civil Penalty U.S.

49 U.S.C. § 30165 - Civil Penalty U.S.

(a) Civil Penalties.—

(1) In general. A person that violates any of section 30112, 30115, 30117 through 30122, 30123(a), 30125(c), 30127, 30141 through 30147, or 31137, or a regulation prescribed thereunder, is liable to the United States Government for a civil penalty of not more than $21,000 for each violation. A separate violation occurs for each motor vehicle or item of motor vehicle equipment and for each failure or refusal to allow or perform an act required by any of those sections. The maximum penalty under this subsection for a related series of violations is $105,000,000.

* * *

[school bus section omitted]

(3) Section 30166. Except as provided in paragraph (4), a person who violates section 30166 or a regulation prescribed under that section is liable to the United States Government for a civil penalty for failing or refusing to allow or perform an act required under that section or regulation. The maximum penalty under this paragraph is $21,000 per violation per day. The maximum penalty under this paragraph for a related series of daily violations is $105,000,000.

(4) False or misleading reports. A person who knowingly and willfully submits materially false or misleading information to the Secretary, after certifying the same information as accurate under the certification process established pursuant to section 30166(o), shall be subject to a civil penalty of not more than $5,000 per day. The maximum penalty under this paragraph for a related series of daily violations is $1,000,000.

(b) Compromise and Setoff.—

(1) The Secretary of Transportation may compromise the amount of a civil penalty imposed under this section.

(2) The Government may deduct the amount of a civil penalty imposed or compromised under this section from amounts it owes the person liable for the penalty.

(c) Relevant Factors in Determining Amount of Penalty or Compromise. In determining the amount of a civil penalty or compromise under this section, the Secretary of Transportation shall consider the nature, circumstances, extent, and gravity of the violation. Such determination shall include, as appropriate—

(1) the nature of the defect or noncompliance;

(2) knowledge by the person charged of its obligations under this chapter;

(3) the severity of the risk of injury;

(4) the occurrence or absence of injury;

(5) the number of motor vehicles or items of motor vehicle equipment distributed with the defect or noncompliance;

(6) actions taken by the person charged to identify, investigate, or mitigate the condition;

(7) the appropriateness of such penalty in relation to the size of the business of the person charged, including the potential for undue adverse economic impacts;

(8) whether the person has been assessed civil penalties under

this section during the most recent 5 years; and

(9) other appropriate factors.

(d) Subpoenas for Witnesses. In a civil action brought under this section, a subpoena for a witness may be served in any judicial district.

(Pub. L. 103–272, § 1(e), July 5, 1994, 108 Stat. 968; Pub. L. 103–429, § 6(23), Oct. 31, 1994, 108 Stat. 4380; Pub. L. 106–414, § 5(a), Nov. 1, 2000, 114 Stat. 1803; Pub. L. 109–59, title X, § 10309(c), Aug. 10, 2005, 119 Stat. 1942; Pub. L. 112–141, div. C, title I, §§ 31203(a), 31304(b), title II, § 32301(c), July 6, 2012, 126 Stat. 758, 764, 788; Pub. L. 114–94, div. B, title XXIV, § 24110(a), Dec. 4, 2015, 129 Stat. 1709

EXHIBIT I

49 CFR § 578.6 Civil penalties for violations of specified provisions of Title 49 of the United States Code

49 CFR § 578.6 Civil penalties for violations of specified provisions of Title 49 of the United States Code

(a) Motor vehicle safety —

(1) In general. A person who violates any of sections 30112, 30115, 30117 through 30122, 30123(a), 30125(c), 30127, or 30141 through 30147 of Title 49 of the United States Code or a regulation in this chapter prescribed under any of those sections is liable to the United States Government for a civil penalty of not more than $27,874 for each violation. A separate violation occurs for each motor vehicle or item of motor vehicle equipment and for each failure or refusal to allow or perform an act required by any of those sections. The maximum civil penalty under this paragraph (a)(1) for a related series of violations is $139,356,994.

(2) School buses.

(i) Notwithstanding paragraph (a)(1) of this section, a person who:

(A) Violates section 30112(a)(1) of Title 49 United States Code by the manufacture, sale, offer for sale, introduction or delivery for introduction into interstate commerce, or importation of a school bus or school bus equipment (as those terms are defined in 49 U.S.C. 30125(a)); or

(B) Violates section 30112(a)(2) of Title 49 United States Code, shall be subject to a civil penalty of not more than $15,846 for each violation. A separate violation occurs for each motor vehicle or item of motor vehicle equipment and for each failure or refusal to allow or perform an act required by this section. The maximum penalty under this paragraph (a)(2)(i)(B) for a related series of violations is

$23,769,723.

(3) Section 30166. A person who violates Section 30166 of Title 49 of the United States Code or a regulation in this chapter prescribed under that section is liable to the United States Government for a civil penalty for failing or refusing to allow or perform an act required under that section or regulation. The maximum penalty under this paragraph (a)(3) is $27,874 per violation per day. The maximum penalty under this paragraph (a)(3) for a related series of daily violations is $139,356,994.

(4) False and misleading reports. A person who knowingly and willfully submits materially false or misleading information to the Secretary, after certifying the same information as accurate under the certification process established pursuant to Section 30166(o) of Title 49 of the United States Code, shall be subject to a civil penalty of not more than $6,823 per day. The maximum penalty under this paragraph (a)(4) for a related series of daily violations is $1,364,624.

(b) National Automobile Title Information System. An individual or entity violating 49 U.S.C. Chapter 305 is liable to the United States Government for a civil penalty of not more than $2,224 for each violation.