

**NOTICE OF PROPOSED CLASS SETTLEMENT**

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

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

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

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

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The <u>only</u> way to get a reimbursement. However, it is not necessary to submit a claim form to benefit from the warranty extension. The deadline to submit a claim is July 7, 2023.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever file

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

	or be part of any other lawsuit against Hyundai or Kia about the legal claims in this case. The deadline to submit a request for exclusion is April 4, 2023.
<b>OBJECT</b>	To object to the Settlement, you must remain a member of the class—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and indicating why you do not like the Settlement. The deadline to object is April 4, 2023.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no reimbursement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made, and warranty benefits and the free one-time inspection will become available, if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- Please visit [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com) for a copy of this notice in Spanish. Visite [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com) para obtener una copia de este aviso en español.

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**BASIC INFORMATION**

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

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

**You should read this entire notice.**

**What are these lawsuits about?**

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

**Why is this a class action?**

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

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

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

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

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

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties and is available at [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com). If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

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

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

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

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

<sup>2</sup> “Notice Date” means February 17, 2023.

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

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

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

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

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

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

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

If you are still not sure whether you are included, you can ask for free help. You can visit the Settlement Website at [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com). You can also call 1-888-480-2864 and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a small placard on the top of the vehicle’s dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and may also appear on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

## SETTLEMENT BENEFITS – WHAT YOU GET

### What does the Settlement provide?

The Settlement provides the following benefits:

#### 1. Warranty Extension

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

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

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

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

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

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



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

**The benefits provided by the extended warranties described above will become available after the Settlement has been finally approved by the Court and any appeals from that decision are completed.**

2. Free One-Time Inspection

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

**This free one-time inspection will become available after the Settlement has been finally approved by the Court and any appeals from that decision are completed.**

3. Reimbursement for Past Repairs

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

**(a) DATE OF REPAIRS**

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

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

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

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

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

receive a goodwill payment of \$140 from HMA (for Hyundai Class Vehicles) or KA (for Kia Class Vehicles).

**(d) MAKE A TIMELY CLAIM**

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

\* \* \*

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

4. Reimbursement for Rental Cars, Towing, Etc.

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

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

5. Compensation for Vehicle Loss Due to Engine Compartment Fire

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

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

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

the Qualifying Defect, you will be entitled to a Qualifying Repair to the extent such Qualifying Repair is covered by the extended warranties provided by the Settlement Agreement.

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

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

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

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

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

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

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

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

In general, valid claims will be paid as they are approved after the Effective Date. The Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com).

The Hon. Stanley Blumenfeld, Jr., U.S. District Court Judge, will hold a Fairness Hearing on April 21, 2023 at the U.S. District Court for the Central District of California, Los Angeles Courthouse, 350 West 1st Street, Los Angeles, California 90012 to decide whether to approve the Settlement.

(The hearing may be rescheduled without further notice. To obtain updated scheduling information, visit [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com).) If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting the website [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com) or calling 1-888-480-2864. **Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.**

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

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

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

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

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) personal injury; (ii) damage to property other than to a Class Vehicle; or (iii) any and all claims that relate to something other than a Class Vehicle and the alleged defect here.

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

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

If you do not want the benefits provided in this Settlement, and you want to keep the right to sue or continue to sue HMA, HMC, KC, KA, or other related entities or individuals, on your own, about the legal issues in these lawsuits, then you must take steps to get out of the Settlement Class.

This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

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

To exclude yourself from the Settlement, you must send a letter by U.S. mail or email saying that you want to “opt-out of” or “be excluded from” the Settlement Class. Be sure to include (i) your full name and current address, (ii) the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number (“VIN”) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver’s side corner of the windshield), and (iii) specifically and clearly state your desire to be excluded from the Settlement and from the Class. You must mail your exclusion request postmarked no later than April 4, 2023 to:

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

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

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

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

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

If you have a pending lawsuit against HMA, HMC, KC, KA, or the related entities listed in the prior paragraph, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the exclusion deadline is April 4, 2023.

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

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

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

**THE LAWYERS REPRESENTING YOU**

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

The Court has appointed Elizabeth A. Fegan of Fegan Scott LLC and Steve W. Berman of Hagens Berman Sobol Shapiro LLP to represent you and other Settlement Class Members. Together these lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

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

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

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

**OBJECTING TO THE SETTLEMENT**

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

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

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must mail a letter saying that you object to the addresses below:

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

Your objection letter must include:

- 1) The name and title of the lawsuit, *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.);
- 2) A detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
- 3) Your full name, current address, and current telephone number;
- 4) The model year and VIN of your Class Vehicle;
- 5) A statement whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections;
- 6) Any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
- 7) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;

- 8) The number of times you, your counsel (if any), or your counsel's law firm (if any) have objected to a class action settlement within the five (5) years preceding the date that you file the objection and the caption of each case in which such objection was made;
- 9) A statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the five (5) years preceding the date that you file the objection; and
- 10) Your signature and that of your attorney, if you have one.

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

Objections must be sent by first class mail to each of the above addresses and postmarked no later than April 4, 2023. Objections submitted after this date will not be considered.

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

### **What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

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

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

The Court will hold a Fairness Hearing at 8:30 a.m. on April 21, 2023 at the U.S. District Court for the Central District of California, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.



The hearing may be rescheduled without further notice to you, so it is recommended that you periodically check [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com) for updated information.

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

No. Class Counsel will answer any questions Judge Blumenfeld may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it’s not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

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

You may ask the Court’s permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Zakikhani, et al. v. Hyundai Motor Company, et al.*, No. 8:20-cv-01584 (C.D. Cal.), *Evans, et al. v. Hyundai Motor Company, et al.*, No. 8:22-cv-00300 (C.D. Cal.), and *Pluskowski, et al. v. Hyundai Motor America, et al.*, No. 8:22-cv-00824 (C.D. Cal.)” or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you.

Your Notice of Intention to Appear must be postmarked no later than April 4, 2023, and be sent to Class Counsel and counsel for Defendants, at the following addresses:

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

**IF YOU DO NOTHING**

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

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

## GETTING MORE INFORMATION

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

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com).

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

### **How do I get more information?**

You can call 1-888-480-2864 toll free or visit [www.HyundaiHECUsettlement.com](http://www.HyundaiHECUsettlement.com), where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed above.

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