

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

If you purchased or leased certain 2016-2019 Hyundai Sonata Plug-In Hybrid vehicles that needed a High Voltage Battery Replacement during the applicable warranty period, you may be entitled to benefits and your rights may be affected by a class action settlement.

*A federal court authorized this Notice. It is not a solicitation from a lawyer.
Para una notificación en español, visite www.HVBatteryRepairSettlement.com*

PLEASE READ THIS NOTICE CAREFULLY

- A proposed settlement has been preliminarily approved by the Court in a class action lawsuit against Hyundai Motor America (“Hyundai”) concerning certain 2016-2019 model year Hyundai Sonata Plug-In Hybrid vehicles (“Class Vehicles”). The lawsuit is called *Kline et al. v. Hyundai Motor America*, Case No. 23-CV-00245-GLS (D. Md.). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are a Settlement Class Member if you owned or leased a Class Vehicle that, during the high-voltage battery (“HV Battery”) warranty period, required an HV Battery replacement and such battery replacement could not be completed within sixty (60) days. The relevant period for most Class Members, when their cars were out of service, is late 2021 through the summer of 2023.
- The Settlement offers several benefits as detailed below. Please review the answer to Question 8 below closely. Settlement details, including the Class Action Settlement Agreement and Release (“Settlement Agreement”), can be found at www.HVBatteryRepairSettlement.com.
- ***Please read this Notice carefully.*** Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check www.HVBatteryRepairSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit www.HVBatteryRepairSettlement.com or call 1-866-964-4271.

You may also e-mail or call Class Counsel, Thomas J. Minton: (410) 783-7575/tminton@charmcitylegal.com

YOUR LEGAL RIGHTS AND OPTIONS		
PARTICIPATE IN THE SETTLEMENT	• If eligible you will receive the benefits available under the Settlement by filing a Claim for a Days Down Payment. • Be bound by the Settlement terms. • Give up your right to sue separately for the claims in this case.	Claims must be submitted or postmarked no later than December 28, 2026 (90 days after the Class Notice) .
EXCLUDE YOURSELF (“OPT OUT”)	• Remove yourself from the Settlement Class. • Get no benefits available under the Settlement. • Keep your right to sue or continue to sue Hyundai separately for the same legal claims in this case.	Postmark no later than October 29, 2026 (30 days after class notice)
OBJECT	• Tell the Court you do not like the Settlement or Class Counsels’ request for fees and costs, or class representative service awards, and the reasons why. • You will remain in the Settlement Class and be bound by the Settlement Agreement if the Settlement is approved by the Court. • You cannot exclude yourself from the Settlement and also object to the Settlement.	File electronically or Postmark no later than November 30, 2026 (60 days after class notice)
ATTEND THE FINAL APPROVAL HEARING	• Ask to speak to the Court about the Settlement. If you want your own attorney to represent you, you must pay for your attorney yourself.	File Notice of Intention to Appear by November 30, 2026.
DO NOTHING	• Stay in the Settlement Class but receive no payment. Give up your right to sue or continue to sue Hyundai separately for the same legal claims in this case.	

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BACKGROUND INFORMATION

1. Why am I getting this Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, the benefits of the Settlement, and about your options, before the Court decides whether to approve the Settlement.¹

United States Magistrate Gina L. Simms of the United States District Court for the District of Maryland is overseeing this lawsuit. The lawsuit is known as *Kline et al. v. Hyundai Motor America, Inc.* and the case number is 23-cv-245-GLS. The individuals who filed this lawsuit, and are appointed as Class Representatives, Samuel Kline and Lauren Kline, Howard Nordberg, Timothy Pritchett, Ioannis C. Tzamouranis, Clara K. Smith, and Ann Lyons (for herself and as Personal Representative for her late husband, Michael Bozzuto), are called Plaintiffs, and the company that was sued, Hyundai Motor America, Inc. (“Hyundai” or “HMA”) is called the Defendant.

You may be part of this class action lawsuit if you purchased or leased a Class Vehicle in the United States. This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed at the Settlement Administrator, identified below. You may also contact Class Counsel listed below.

2. What is this lawsuit about?

This case involves claims arising from Plaintiffs’ purchases or leases of certain “Class Vehicles” which, for purposes of this Settlement are 2016-2019 model year Hyundai Sonata Plug-In Hybrid Vehicles that needed a Battery Repair (a repair or replacement of a Class Vehicle’s HV Battery during the applicable express warranty period and for which repair parts were not available and the car could not be repaired for a minimum of sixty (60) days). Plaintiffs allege Hyundai did not honor the high-voltage battery (“HV Battery”) warranty for the Class Vehicles when the batteries in some of these vehicles failed and needed replacement. Plaintiffs claim Hyundai could not repair or replace the failed HV Batteries in their cars for extended periods of time and, as a result, owners of such vehicles were denied full use of their vehicles pending repairs. The relevant period for most Class Members, when their cars were out of service, is late 2021 through the summer of 2023.

Hyundai expressly denies any wrongdoing or liability for the claims alleged, denies the Class Vehicles or their HV Batteries are defective, and contends that any alleged delays in replacing the HV Batteries in the Class Vehicles that required battery replacements were caused by circumstances beyond Hyundai’s control such as supply chain disruptions during the COVID-19 pandemic and other third-party supplier delays. Plaintiffs and Hyundai have agreed to a Settlement to avoid the time, expense and uncertainties of litigation. You can read the class action complaint and find more details about the case at www.HVBatteryRepairSettlement.com.

This Settlement does not involve claims for personal injury, wrongful death, or damage to other physical property (if any) arising from the Class Vehicles.

3. What vehicles are included in the Settlement?

The Settlement includes any 2016-2019 model year Hyundai Sonata Plug-In Hybrid Vehicle that needed a Battery Repair (as defined in Q2, above).

¹ Access to the court docket is available for a fee via PACER (Public Access to Court Electronic Records) at pacer.uscourts.gov or through the computers at the Clerk’s Office, where Class Members may view the docket and read documents. Please note there is a fee of \$0.10 per page to obtain a copy of any documents from the Clerk’s Office.

4. What is a class action and who is involved?

In a class action lawsuit, people called the “Class Representatives” sue on behalf of themselves and other people who have similar claims. All of the people together are called a “Class” or “Class Members.” The company the Class Representatives have sued (in this case Hyundai) is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

5. Why is there a Settlement?

Both sides in the lawsuit, with the assistance of a neutral and experienced mediator, agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that Hyundai broke any laws or did anything wrong, and the Court did not decide which side was right. This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (Class Counsel) believe that the Settlement is in the best interests of all Class Members and is fair, reasonable, and adequate.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement will be available on www.HVBatteryRepairSettlement.com.

WHO IS IN THE CLASS

6. Am I in the Settlement Class?

The Settlement Class consists of all persons who purchased or leased a Class Vehicle.

Excluded from the Class are (1) Hyundai Motor America, its subsidiaries and affiliates, officers, directors and employees; (2) Insurers of the Class Vehicles; (3) All persons or entities claiming to be subrogated to the rights of Class Members; (4) Issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) Individuals and/or entities who validly and timely opt-out of the Settlement; (6) Consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) Current and former owners of a Class Vehicle that previously have released their claims against Hyundai Motor America with respect to the issues raised in the Litigation; (8) Individuals or entities that have purchased and/or leased Class Vehicles as “fleet” vehicles (i.e. rentals or company vehicles); (9) Any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children).

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

If you are still not sure whether you are a member of the Class, you can get help at www.HVBatteryRepairSettlement.com, by calling 1-866-964-4271 or by calling Class Counsel at the phone numbers below. Do not call the Court.

SETTLEMENT BENEFITS

8. What benefits does the Settlement provide?

The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check www.HVBatteryRepairSettlement.com regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim form for a Days Down Payment. If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Hyundai about the issues in the lawsuit.

Under the Settlement, Hyundai will make a Days Down Payment to any Class Member who submits and Claim and establishes that such Class Member owned or leased the Class Vehicle during the time that such vehicle needed a Battery Repair. The amount of the Days Down Payment is based on the total number of days a Class Vehicle was awaiting a Battery Repair, as established and documented by the total number of days without a repair logged for each Class Vehicle in Hyundai's records. The amount of the Days Down Payment is calculated by multiplying days in the Battery Repair Period by ten dollars (\$10) per day, subject to the potential for an increase to a maximum payment of fifteen dollars (\$15) per day if total claimed payments by Settlement Class members are less than \$250,000.

9. What am I giving up to get a payment or stay in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue or continue to sue Hyundai about the claims released in this Settlement. It also means that all the Court's decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement (also attached to this Notice as Appendix A) and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at www.HVBatteryRepairSettlement.com. You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

HOW TO GET PAYMENT

10. How can I get a payment?

To receive a Days Down Payment, Class Members must complete and submit a timely Claim Form signed under penalty of perjury (additional documentation regarding ownership may be necessary where ownership during Battery Repair is in doubt or disputed (i.e. Required Documentation)). The Claim Form can be obtained online at www.HVBatteryRepairSettlement.com or by writing or emailing the Settlement Administrator at the contact information listed below. All Claim Forms and applicable proof must be submitted to the Settlement Administrator electronically or postmarked no later than ninety (90) days after the date of this Class Notice ("Claims Deadline").

HV Battery Repair Settlement Administrator
PO Box 129
East Brunswick, NJ 08816-9998
Via Web: www.HVBatteryRepairSettlement.com

If you do not submit a valid Claim Form by **December 28, 2026**, you may not receive a payment, but you will be bound by the Court's judgment.

11. When will I get my payment?

Payments for valid Days Down Payments will be paid sixty (60) days after the Court grants "final approval" to the Settlement and after all appeals are resolved (if any). If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a valid written request saying that you want to be excluded from the Settlement. Your request must include the following:

- Your full name, current residential address, mailing address (if different), telephone number, and email address;
- Identify the case name and number (*Kline et al. v. Hyundai Motor America, et al.*, Case No. 23-cv-00245-GLS);
- Identify the make, model, model year, Vehicle Identification Number (VIN), and mileage of your vehicle and the approximate date(s) of purchase or lease;
- Clearly state that you wish to be excluded from the Settlement and the Class; and
- Provide a dated, handwritten signature or an electronic signature (if submitting electronically) as the case may be. An attorney's signature is not sufficient.

You can't ask to be excluded from the Settlement over the phone. You **must** either (a) electronically submit your exclusion request on the Settlement Website no later than **October 29, 2026** or (b) mail your letter with your exclusion request postmarked no later than **October 29, 2026** to:

HV Battery Repair Settlement Administrator
PO Box 58220
Philadelphia, PA 19102

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) Hyundai about the claims in this case. The deadlines found in this Notice may be changed by the Court. Please check www.HVBatteryRepairSettlement.com regularly for updates regarding the Settlement.

IF YOU DO NOT EXCLUDE YOURSELF BY OCTOBER 29, 2026, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

13. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Hyundai for the claims that this Settlement resolves. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Hyundai about the issues in the lawsuit.

If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement. You will retain your right to separately assert any claims you may have against Hyundai. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

14. If I exclude myself, can I still get the Settlement Benefits?

No. If you exclude yourself, you will not get the Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement or submit a Claim Form asking for a Days Down Payment.

Only request exclusion if you do NOT wish to participate in this Settlement, you do NOT wish to be bound any judgment in this case, and do NOT wish to share in any benefits provided by the Settlement.

THE ATTORNEYS REPRESENTING YOU

15. Do I have lawyers in this case?

Yes. The Court appointed two law firms to represent you and other Settlement Class Members as Class Counsel. Their contact information is as follows:

CLASS COUNSEL	
Goldman & Minton, P.C. c/o Thomas Minton 3600 Clipper Mill Rd., Suite 201 Baltimore, MD 21211 Tminton@charmcitylegal.com Telephone: (410) 783-7575	Lewis and Tompkins PC c/o David E. Tompkins 836 Bonifant Street Silver Spring, MD 20910 dtompkins@lewisandtompkins.com Telephone: (202) 296-0666

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 expense.

Defendant has its own attorneys. The attorneys representing Defendant are:

DEFENDANT'S COUNSEL
Eric Kizirian Zourik Zarifian LEWIS BRISBOIS BISGAARD & SMITH, LLP 633 W. 5 th Street Suite 4000 Los Angeles, California 90071 Telephone: (213) 250-1800 Eric.Kizirian@LewisBrisbois.com Zourik.Zarifian@LewisBrisbois.com

16. How will these lawyers get paid?

Class Counsel will apply to the Court for an order awarding: (1) Class Counsel attorneys' fees and expenses in an amount not to exceed \$375,000; and (3) Service Awards to the Class Representatives in the amount of \$7,500.00 each, for their time and effort spent representing the Class Members in this lawsuit.

The Court must approve the request for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards. The Court may award amounts different than what Class Counsel seek. Class Counsel will file the motion for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website. Please check www.HVBatteryRepairSettlement.com, for updates.

17. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Hyundai because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the proposed Settlement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards.

For an objection to be considered by the Court, the objection must be either be filed electronically with the Court or sent by mail to the Clerk of the Court and the Settlement Administrator not later than **November 30, 2026**. If you want to mail your objection to the Court and the Settlement Administrator, you must send your objection to *both* of the addresses below:

CLERK OF THE COURT	SETTLEMENT ADMINISTRATOR
U.S. District Court – District of Maryland Suite 200 6500 Cherrywood Lane Greenbelt, MD 20770	HV Battery Repair Settlement Administrator PO Box 58220 Philadelphia, PA 19102

To be valid, your objection must include the following: (a) the case name and number of the Action; (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the make, model, model year, VIN(s), and mileage of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Settlement Class Member; (d) documentation sufficient to establish membership in the Settlement Class; (e) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Costs; (f) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (g) the objector's original signature and date of signature.

If you fail to comply with the above requirements for stating a valid objection, you will waive any rights you may have to appear separately and object to the Settlement, and will be bound by the terms of this Settlement, the Release, and the Court's judgment.

19. What is the difference between objecting to the Settlement versus opting out (excluding) from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you object to the Settlement, you are bound by the release in the Settlement. If you exclude yourself (opt out), you keep your rights and are not bound by the release in the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **December 21, 2026 at 10:00 a.m.** at the United States District Court, District of Maryland – Greenbelt, 6500 Cherrywood Lane, Greenbelt, MD 20770. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel’s Fees and Expenses, and grant Class Representative Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check www.HVBatteryRepairSettlement.com for updates.

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

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Hyundai will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don’t have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

22. May I speak at the hearing?

Yes. You may ask the Court for 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.” Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and Defendant’s Counsel at the addresses in Question 15 on or before **November 30, 2026**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get a Days Down Payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Hyundai about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement, the Settlement Class and the nature of the litigation. For more information, you may contact Class Counsel or the Settlement Administrator using the contact information below. You may also visit the Settlement website at www.HVBatteryRepairSettlement.com or access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.mdd.uscourts.gov/>; or by visiting the office of the Clerk of the Court for the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD, 20770, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit www.HVBatteryRepairSettlement.com or call 1-866-964-4271

APPENDIX A

RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

- A.** By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or that could have been, asserted by the Plaintiffs or any Class Members against them regarding or relating to the Battery Repair and claims asserted or that could have been asserted in the Action, except as set forth in ¶B below. Without assuming that the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff 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 Judgment and Order, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.
- B.** This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, property damage, or claims for subrogation.
- C.** Upon issuance of the Final Judgment and Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendants and Released Parties.