

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS SETTLEMENT

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

Make	Model	Model Year
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 www.KiaTheftSettlement.com for a copy of this notice in Spanish.
Visite www.KiaTheftSettlement.com para obtener una copia de este aviso en español.**

The purpose of this Notice is to inform you of a proposed Settlement of a consumer 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 2011-2022 model year 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 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 (together, “Kia”)), have instead reached a voluntary settlement (referred to 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, U.S. 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 www.KiaTheftSettlement.com, email Info@KiaTheftSettlement.com, or call (844) 966-2773 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 currently located in Puerto Rico, U.S. 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
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

- 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 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 currently located in Puerto Rico, U.S. 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 if the purchase was made more than thirty days after the postmarked date of the mail notice notifying the Class member of such eligibility.

Make	Model	Model Year
Kia	Forte	2011 – 2015
Kia	Rio	2011 – 2021
Kia	Soul	2011 – 2021
Kia	Sportage	2011 – 2014
Kia	Sedona	2014

- 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:

- o Reimbursement up to 60% of the Black Book value for the **total loss** (defined below) of a Class Vehicle resulting from a Qualifying Theft or Qualifying Theft Attempt;
- o Reimbursement up to the greater of \$3,375 or 33% of the Black Book value, 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;
- o 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;
- o Reimbursement up to \$250 for **other expenses** resulting from a Qualifying Theft or Qualifying Theft Attempt, including: transportation expenses; towing expenses; and expenses associated with speeding tickets, red light tickets, or other penalties or fines incurred from the Qualifying Theft or Qualifying Theft Attempt;
- o Reimbursement up to \$250 for lost income and childcare expenses resulting from the time spent obtaining the Software Upgrade; and
- o Reimbursement of OEM-issued key fobs purchased at the direction of a 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 180 days after the Court issues the Final Approval Order and Judgment. 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 ANTI-THEFT DEVICE	The only way to get reimbursement for the purchase of a steering wheel lock or other anti-theft 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 180 days after the Court issues the Final Approval Order and Judgment. 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 May 3, 2024 .
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 12) and indicating why you do not like the Settlement. The deadline to object is May 3, 2024 .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The deadline to give notice of your intention to appear at the fairness hearing is May 10, 2024 .
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 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	5
1. Why did I get this notice package?	5
2. What is this lawsuit about?	5
3. Why is this a class action?	5
4. Why is there a settlement?	5
WHO IS IN THE SETTLEMENT?	5
5. How do I know if I am part of the Settlement?	5
6. Which vehicles are included?	6
7. If I purchased or leased a Class Vehicle that has not been stolen or damaged, am I included?	6
8. I am still not sure if I am included.	6
SETTLEMENT BENEFITS – WHAT YOU GET	7
9. What does the Settlement provide?	7
a) Software Upgrade and Other Benefits for Eligible Class Vehicles	7
(1) Reimbursement for Purchase of a Steering Wheel Lock or Key Fob	7
b) Benefits for Class Vehicles Not Eligible for Software Upgrade	8
c) Common Fund Benefits Available for All Class Members	8
(1) Total Loss of Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt	8
(2) Damage to Class Vehicle and Personal Property due to a Qualifying Theft or Qualifying Theft Attempt	9
(3) Insurance-Related Expenses due to a Qualifying Theft or Qualifying Theft Attempt	9
(4) Other Related Expenses	9
(5) Reimbursement for Software Upgrade Related Expenses	9
HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM	10
10. How do I make a Claim?	10
11. What kind of documentation do I need to include when submitting my Claim Form?	10
12. When would I get my reimbursement?	11
13. What if my Claim is found to be deficient?	11
14. What am I giving up to stay in the Settlement Class?	12
EXCLUDING YOURSELF FROM THE SETTLEMENT	12
15. How do I get out of the Settlement?	12
16. If I do not exclude myself, can I sue for the same thing later?	13
17. If I exclude myself, can I get the benefits of this Settlement?	13
THE LAWYERS REPRESENTING YOU	13
18. Do I have a lawyer in this case?	13
19. How will the lawyers be paid, and will the Class Representatives receive service payments?	13
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?	15
24. May I speak at the Final Approval Hearing?	15
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, U.S. 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 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, Mi-yoshi 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 McNeerney, Eryca Smith, Dave Sessions, Tajia Turner, Laura Roberts, Hubert Matthews, Rita Day, Kasey Weinfurter, 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 www.KiaTheftSettlement.com. 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, U.S. Virgin Islands, and Guam).

However, the Class claims exclude all past, present, or future claims for (i) personal injury, (ii) death, and (iii) subrogation by licensed insurers; 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; subrogated Insurance Entities;¹ Government Entities; and 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 equaled or exceeded the benefits under this Settlement.

6. Which vehicles are included?

The Class Vehicles include the following Kia vehicle models:

Make	Model	Model Year
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

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 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 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 www.KiaTheftSettlement.com, email Info@KiaTheftSettlement.com, or call (844) 966-2773 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.

¹ Insurance Entities and Government Entities are defined in the Settlement Agreement.

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 Kia dealership. The Software Upgrade will be performed at no cost on all eligible Class Vehicles brought to an authorized 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 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. Kia warrants 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 Kia's respective applicable limited warranties. Remedies related to the Software Upgrade warranty will be strictly limited to repair or re-installation 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 currently located in Puerto Rico, U.S. 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
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 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 currently located in Puerto Rico, U.S. 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
Kia	Forte	2011 – 2015
Kia	Rio	2011 – 2021
Kia	Soul	2011 – 2021
Kia	Sportage	2011 – 2014
Kia	Sedona	2014

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 VIN. Examples of such documents include an owner registration card, a vehicle title, a bank note identifying the vehicle, and an 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). 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 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 of 60% of the Black Book value of the Class Vehicle for the total loss of a Class Vehicle due to a Qualifying Theft or Qualifying Theft Attempt. Black Book vehicle values include licensing fees, sales tax paid, registration fees, and other expenses directly associated with the purchase of new or replacement vehicle. In processing claims made by claimants for Total Loss, the Settlement Administrator shall use a table of Black Book values that estimates the value of the subject Class Vehicle based on model and model year. "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 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 or 33% of the Black Book value of the Class Vehicle, whichever is greater, 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; and
- (c) 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 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 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.

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 based on each claimant’s eligible claim amount, 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 no later than **180 days** after the Court issues the Final Approval Order and Judgment (any extension of that date will be posted on the Settlement website). For reimbursement for purchase of a steering wheel lock or other anti-theft device, do so by no later than **180 days** after the Court issues the Final Approval Order and Judgment (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 www.KiaTheftSettlement.com or you may request a Claim Form by calling (844) 966-2773 . 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 VIN. Examples of such documents include an owner registration card, a vehicle title, a bank note identifying the vehicle, and an 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 VIN. Examples of such documents include an owner registration card, a vehicle title, a bank note identifying the vehicle, and an 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 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 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 www.KiaTheftSettlement.com.

The Hon. James V. Selna, U.S. District Court Judge, will hold a Final Approval Hearing at 1:30 p.m. on **July 15, 2024**, 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 www.KiaTheftSettlement.com 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 www.KiaTheftSettlement.com or calling (844) 966-2773.

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.

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 at Kia Theft Settlement, P.O. Box 6609, East Brunswick, NJ 08816 or by email at Info@KiaTheftSettlement.com 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 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.

14. 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 www.KiaTheftSettlement.com) **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. The relief offered by the Settlement Agreement will be the sole and final remedy for all claims that could have been asserted by you against Defendants, including as to the full amount of all potential claims for theft insurance deductible reimbursements.

However, nothing in this Settlement will prohibit you from pursuing past, present, or future 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, (iv) subrogation, if you are a licensed insurer; or claims brought or awards sought by the Government Entities or Insurance Entities.

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 www.KiaTheftSettlement.com) 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 www.KiaTheftSettlement.com, 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; (ii) the model and model year, 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); 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 **May 3, 2024**. 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

You cannot exclude yourself on the phone or by email. 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 **May 3, 2024**.

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 Weinfurter, 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 **April 18, 2024**. You may continue to check on the progress of Plaintiffs' request for attorneys' fees, expenses, and service awards by visiting www.KiaTheftSettlement.com.

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:

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

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; and
- 9) 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 **May 3, 2024**. 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 1:30 p.m. on **July 15, 2024**, 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 may 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 visit www.KiaTheftSettlement.com 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 **May 10, 2024**, 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	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr. 24th Floor Chicago, IL 60606	Kenneth B. McClain Humphrey Farrington McClain 221 W. Lexington Ave. Suite 400 Independence, MO 64050	Roland Tellis Baron & Budd, P.C. 15910 Ventura Blvd. Suite 1600 Encino, CA 91436

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 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 the consumer 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 www.KiaTheftSettlement.com.

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 (844) 966-2773 toll free, email Info@KiaTheftSettlement.com, or visit www.KiaTheftSettlement.com, 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.