CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs 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] ("Plaintiffs" or "Class Representatives"), on behalf of themselves and all others similarly situated and by and through their counsel, and Defendant Hyundai Motor America ("Defendant" or "Hyundai"), by and through its counsel, hereby enter into this Settlement Agreement and Release ("Settlement Agreement"), subject to the approval of the Court. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on January 30, 2023, Plaintiffs Samuel Kline and Lauren Kline filed a class action against Defendant in the United States District Court for the District of Maryland captioned *Kline v. Hyundai Motor America et al.*, Case No. 23-cv-00245-GLS (the "Action" or "Litigation"), on behalf of themselves and a putative class comprised of all persons who purchased or leased a new 2016-2019 Hyundai Sonata Plug-in Hybrid vehicle in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, and Oregon asserting claims for (1) breach of contract, (2) breach of implied warranty, (3) declaratory relief (28 U.S.C. §2201, (4) fraud, (5) Consumer Products Guaranty Act (Md. Comm. Law Code §14-401), and (6) Consumer Protection Act (Md. Comm. Law Code § 13-301 *et seq.*) (Dkt. 1);

WHEREAS, on March 10, 2023, Plaintiffs Samuel and Lauren Kline filed a First Amended Complaint that added Howard Nordberg as a named plaintiff and, in addition to the previously-asserted claims, asserted additional claims for (1) violation of the Song-Beverly Consumer Warranty Act (Song-Beverly), (2) violation of the Consumers Legal Remedies Act (Cal.

Civ. Code § 1750 *et seq.*) ("CLRA"), and (3) negligent misrepresentation (Dkt. 5);

WHEREAS, on April 20, 2023, Plaintiffs filed a Second Amended Complaint ("SAC") that added Timothy Pritchett, Ioannis C. Tzamouranis, Clara Smith, Michael Bozzuto and Ann Lyons as named plaintiffs and asserted claims for (1) breach of contract, (2) breach of express warranty, (3) beach of implied warranty, (4) violation of the Magnusson-Moss- Warranty Act (15 U.S.C. §§ 2301 *et seq.*), (5) declaratory judgment (28 U.S.C. § 2201), (6) fraud, (7) Consumer Products Guaranty Act, (8) Maryland Consumer Protection Act, (9) violation of the Song-Beverly Consumer Warranty Act, (10) violation of the Consumers Legal Remedies Act, (11) violation of the California False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*), (12) negligent misrepresentation, (13) Oregon Unlawful Trade Practices Act (Or. Rev. Stat. §§ 646.605 *et seq.*), and (13) Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. § 42-110(b)) (Dkt. 13);

WHEREAS, on September 27, 2024, the Court granted in part and denied in part Defendant's motion to dismiss (Dkt. 23) and thereafter, Defendant filed its Answer to the remaining claims in the SAC that survived the motion to dismiss (Dkt. 24);

WHEREAS, the SAC, with claims that survived Defendant's motion to dismiss, is the operative complaint in the Action and the factual allegations and claims asserted therein and in prior iterations of the SAC and allegations relating to the high voltage battery in 2016-2019 Hyundai Sonata Plug-in Hybrid vehicles ("High Voltage Battery") form the basis of this settlement and the release contained herein;

WHEREAS, Plaintiffs and Defendant recognize that the outcome of the Litigation and the claims asserted in the SAC are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues

in the Litigation, have exchanged informal discovery, and have participated in a full-day mediation and multiple follow-up discussions with a well-respected mediator, Jed Melnick of JAMS, concerning the issues raised by Plaintiffs in the Litigation, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class ("Class" or "Settlement Class" as defined in section I (10), below);

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the SAC by or on behalf of members of the Settlement Class;

WHEREAS, Plaintiffs, by and through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation, (b) engaged in investigation and discovery of the claims asserted in the Litigation, including confirmatory discovery requested by Plaintiffs and provided by Defendant in connection with the Settlement and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that Defendant likely would assert;

WHEREAS, Defendant does not believe Plaintiffs' claims are meritorious and has denied and continues to deny any and all defect, breach of warranty, and/or safety claims alleged by Plaintiffs, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiffs and all members of the Class relating to claims which were or could have been asserted

by Plaintiffs and the Class in this Litigation relating to the alleged practices and claimed defect(s) at issue;

WHEREAS, Plaintiffs' counsel are experienced in this type of class litigation, and believe the claims to be meritorious, but also recognize the costs and risks of continued prosecution of this Litigation, and believe that it is in Plaintiffs' interest, and the interest of all Class Members, to resolve this Action, and any and all claims against Defendant arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein and in the Federal Rules of Civil Procedure;

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of the Settlement Class, and Hyundai;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) **Action**. "Action" shall mean the case captioned *Kline et al. v. Hyundai Motor America et al.*, Case No. 23-cv-00245-GLS, pending in the United States District Court for the District of Maryland. The Action may also be referred to in this Settlement Agreement as the "Litigation."

2) **Approved Claim Payment Date.** "Approved Claim Payment Date" is the date sixty (60) days after the Effective Date of Class Settlement by which approved Claims will be paid.

3) **Battery Repair.** "Battery Repair" shall mean a repair or replacement of a Class Vehicle's High Voltage 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.

4) **Battery Repair Period.** "Battery Repair Period" shall mean 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 Defendant's records.

5) **Claim**. "Claim" means the submission of a Claim Form by the Claims Deadline with Required Documentation that seeks a Days Down Payment.

6) **Claimant**. "Claimant" shall mean any Class Member who submits a Claim Form.

7) **Claims Deadline.** "Claims Deadline" means the ninety (90) day period after mailing of the Class Notice during which Class Members may make a Claim for a Days Down Payment.

8) **Claim Form**. "Claim Form" shall mean a form, substantially similar to attached Exhibit A, to be used by Class Members to make a Claim.

9) **Claims Administrator.** "Claims Administrator" shall mean Hyundai Motor America and/or Angeion Group (or other qualified claims administrator) which, subject to Court

approval are responsible for disseminating the Class Notice (Hyundai Motor America) and maintaining a settlement website and processing and paying Claims (Angeion Group or other qualified Claims Administrator).

10) Class. "Class" shall mean all residents of the United States and the District of Columbia (excluding U.S. territories), who owned or leased a Class Vehicle during the time such vehicle needed a Battery Repair, as supported and documented by appropriate proof of ownership during the Battery Repair Period. 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); (10) dealerships (Hyundai or used car dealers) that owned the cars during the time it needed a Battery Repair.

11) Class Counsel. "Class Counsel" shall mean Thomas Joseph Minton of Goldman and Minton PC and David Errol Tompkins of Lewis and Tompkins PC.

12) Class Counsels' Fees and Expenses. "Class Counsels' Fees and Expenses" shall mean the reasonable attorneys' fees and expenses of Class Counsel, not to exceed a total of three hundred seventy-five thousand dollars ($375,000) and subject to approval of the Court.

13) **Class Members**. "Class Members" and "Settlement Class Members" shall have the same meaning as "Class," as set forth in paragraph 10 above.

14) **Class Notice**. "Class Notice" shall mean the Court-approved form of postcard notice to the Class substantially similar to Exhibit B(1) hereto, and the form of e-mail notice substantially to Exhibit B(2), mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to object to, or exclude themselves from, the Settlement; and (iv) their opportunity to submit a Claim.

15) **Class Representatives**. "Class Representatives" shall mean plaintiffs Samuel Kline, Lauren Kline, Howard Nordberg, Timothy Pritchett, Ioannis C. Tzamouranis, Clara K. Smith, and Ann Lyons.

16) **Class Vehicle(s)**. "Class Vehicles" are 2016-2019 model year Hyundai Sonata Plug-In Hybrid Vehicles that needed a Battery Repair and that were not repaired for at least 60 days, as reflected in the records of Defendant.

17) **Court**. "Court" shall mean the United States District Court for the District of Maryland, the Honorable Gina L. Simms, or her duly appointed successor, presiding.

18) **Days Down Payment.** "Days Down Payment" is the amount paid to Class Members who submit a Claim, 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 .

19) **Defendant's Counsel**. "Defendant's Counsel" shall mean Lewis Brisbois Bisgaard & Smith LLP.

20) **Effective Date of Class Settlement**. "Effective Date of Class Settlement" shall mean the date following the entry of the Final Judgment and Order with respect to the class benefits provided under the Settlement Agreement, if there are no objectors to the Settlement. If, however, there are any objections to the Settlement, the Effective Date for Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Judgment and Order are finally decided or terminated, whichever date is later. If the Final Approval Order approves the payments to Settlement Class Members as set forth herein, but does not include an Order on Class Counsel's award of attorneys' fees, the Effective Date of Class Settlement and any obligation to pay Court-approved Class Counsels' Fees and Expenses or benefits under the settlement to the Class shall be the later of the Effective Date of Class Settlement or Effective Date of Fees Settlement.

21) **Effective Date of Fees Settlement**. "Effective Date of Fees Settlement" shall mean the date following the entry of the Final Approval Order on Fees, unless there are any objections to any portion of the Final Judgment and Order or Final Approval Order on Fees, in which case the Effective Date of Fees Settlement shall be when the time for any appeal expires, or the date on which all appeals from such order are finally decided or terminated, whichever date is later. If the Final Judgment and Order is entered separately or at a later date, the Effective Date of Fees Settlement and any obligation to pay Court-approved Class Counsels' Fees and Expenses or the benefits under the settlement to the Class shall be the later of the Effective Date of Class Settlement or Effective Date of Fees Settlement.

22) **Final Approval Hearing**. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment and Order and/or Final Approval Order on Fees.

23) **Final Judgment and Order**. "Final Judgment and Order" shall mean the order of the Court finally approving this Settlement Agreement and a separate judgment to be entered by the Court.

24) **Final Approval Order on Fees**. "Final Approval Order on Fees" shall mean any order of the Court awarding Class Counsels' Fees and Expenses (or any amount less than Class Counsels' Fees and Expenses).

25) **Hyundai**. "Hyundai" shall mean Hyundai Motor America, the Defendant in this Action.

26) **Litigation**. "Litigation" shall mean the Action as defined above.

27) **Maximum Settlement Cap.** "Maximum Settlement Cap" shall mean the maximum amount Defendant is obligated to pay under this Agreement for Claims made by Class Members, Court-approved Class Counsels' Fees and Expenses, Incentive Awards, claims administration and Class Notice costs which in the aggregate shall not exceed one million four hundred thirty thousand dollars ($1,430,000.00).

28) **Objection Date**. "Objection Date" shall mean sixty (60) days from the date of Class Notice sent by U.S. Mail ("Mailed Notice") or by email to Settlement Class Members, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement's terms and/or Class Counsels' Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument relating to the objection (if any).

29) **Parties**. "Parties" shall mean the Plaintiffs and Defendant.

30) **Plaintiffs**. "Plaintiffs" shall mean the Class Representatives as defined above.

31) **Preliminary Approval Order**. "Preliminary Approval Order" shall mean the order of the Court preliminarily approving this Settlement Agreement.

32) **Released Claims**. "Released Claims" refers to the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections.

33) **Released Parties**. "Released Parties" shall mean Hyundai Motor America and Hyundai Motor Company and their respective subsidiaries and related entities, and every entity involved in the design, development, supply, manufacture, sale, lease, repair, or distribution of the Class Vehicles, and the foregoing entities' past and present officers, directors, shareholders, predecessors in interest, successors in interest, and employees.

34) **Request for Exclusion**. "Request for Exclusion" shall mean a request by any Class Member for exclusion from the Settlement.

35) **Required Documentation.** "Required Documentation" means vehicle registration, insurance coverage documents, or like documents that individually or in the aggregate must be submitted after submission of a Claim Form signed under penalty of perjury, in cases where ownership during the Battery Repair is disputed or unclear, in order to establish ownership of a Class Vehicle during the Battery Repair Period.

36) **Service Award**. "Service Award" shall mean the amount to be paid to the Class Representatives to compensate them for their time and efforts on behalf of the Class, subject to approval of the Court, and which shall not exceed seven thousand five hundred dollars ($7,500) for each Class Representative, with joint owners of a Class Vehicle counting as a single Service Award payment. "Incentive Award" shall mean the same thing as Service Award as used herein.

37) **Settlement**. "Settlement" and "Settlement Agreement" shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Judgment and Order. Class Counsel, with Hyundai's pre-filing review (and as necessary, input), shall prepare and file all motion documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Judgment and Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement terms set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Judgment and Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Judgment and Order also will enjoin the prosecution of any litigation or class action by any Settlement Class member who fails to request to be excluded from the Action related to the issues and claims that were raised or that could have been raised in the Action.

III. SETTLEMENT TERMS

A. **Days Down Payment**: Hyundai will make a Days Down Payment to each Class Member who submits a Claim prior to the Claims Deadline. The amount of the Days Down Payment will be determined by multiplying the Battery Repair Period with a per diem amount of ten dollars ($10) per day. To cover Claims for Days Down Payments, Defendant will make an initial deposit of two hundred fifty thousand dollars ($250,000) into a fund which is non-reversionary. Defendant will replenish the fund after the Claims Deadline, all subject to the Maximum Settlement Cap, if the amounts owed for Claims exceeds the initial $250,000 deposit. If the total amount claimed by the Claims Deadline is *less* than $250,000, the per diem amount for the Days Down Payment on Claims submitted by the Class will be adjusted upward, *pro rata*, up to a maximum amount of $15/day (instead of $10/day) for each eligible Claim. If, after such *pro rata* upward adjustment additional amounts remain from the initial $250,000 deposited by Defendant, the remainder of such amounts will be paid to *cy pres*, Hyundai Hope on Wheels (https://hyundaihopeonwheels.org/). All approved Claims will be paid to Class Members by the Approved Claim Payment Date.

IV. NOTICE AND RELATED PROVISIONS

A. Mailed Notice: A Postcard notice, in a form substantially similar to the one attached hereto as Exhibit B(1) or an email notice in a form substantially similar to the one attached hereto as Exhibit B(2), will be sent to Class Members within sixty (60) days after the Court's entry of a Preliminary Approval Order. Class Members will be located through Hyundai's internal records and through the use of R.L. Polk & Company (or like service), which will work with state DMVs to locate the last known name and contact information for any and all owners and/or lessees of each Class Vehicle. The parties agree to use their best efforts to comply with the time schedule

set forth in this paragraph, but agree to work cooperatively in extending this time limit, if necessary, to obtain the best practicable Class Member contact information prior to the date of the mailing of Class Notice. If any Class Notice is returned as undeliverable, the Claims Administrator will make reasonable efforts to review its records for any superior mailing address and resend them. Hyundai is only obligated to pay for one Mailed Notice.

B. Notice to Governmental Entities: Defendant's Counsel will provide notice of this Settlement Agreement and provide copies of other documents to governmental entities or agencies if required to do so by the Class Action Fairness Act ("CAFA").

C. Costs for one Mailed Notice, maintaining of the Settlement Website, sending required notices to governmental entities, maintaining an 800 number providing recorded answers to commonly asked claims or settlement questions, and all Claims Administrator costs are to be paid by Defendant and will count toward the Maximum Settlement Cap. Amounts paid for the Mailed Notice and other claims administration functions will be deducted from the $250,000 initially deposited by Defendant.

D. Hyundai will maintain a settlement website from the date of Mailed Notice, and thereafter up to the Approved Claim Payment Date that will: (1) provide instructions on how to file a Claim; (2) provide instructions on how to contact Class Counsel for assistance; (3) contain a copy of the Class Notice, Claim Form, and the Settlement Agreement; and (4) contain other information Hyundai and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. Hyundai also will establish an 800 number with pre-recorded messages that address commonly-asked settlement questions. Additional questions will be directed to Class Counsel.

E. The Parties agree that any publications by Class Counsel (through websites,

website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Judgment and Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representatives or Class Members (in response to Class Member calls or other contacts regarding the Settlement), or the Court, and (2) Hyundai's ability to communicate with its dealers and consumers, or the Court. Moreover, nothing in this paragraph or in the Settlement Agreement shall be construed to preclude Hyundai from providing information and documents to the National Highway Traffic Safety Administration ("NHTSA"), either voluntarily or in connection with the Released Parties' obligations to provide certain information to NHTSA in compliance with requests issued pursuant to the National Traffic and Motor Vehicle Safety Act, 49 U.S.C. § 30101, *et. seq.* or in respect to other reporting obligations Hyundai may have under orders or other requests previously issued or that may be issued by NHTSA.

V. CLAIMS ADMINISTRATOR

A. Hyundai Motor America, with vendor assistance as appropriate, will act as Claims Administrator to disseminate the Class Notice, maintain a settlement website, and process and/or pay Claims.

B. Any Claimant whose Claim is deemed incomplete (e.g. lacking Required Documentation) will promptly receive from the Claims Administrator an email (if the claimant's email address is known) or other written explanation stating the reasons, including steps the individual can take to cure the deficiencies. The Claimant receiving such notice will be allowed thirty (30) days to submit materials to cure the deficiencies, so that the Claim can be processed,

provided such defect(s) are cured by the Claimant's subsequent submission.

C. The Claims Administrator, on a monthly basis, or such other time as the parties may request, shall provide to Class Counsel and Defendant's Counsel summary information concerning the number of Claims made, the number of Claims returned for incompleteness, the number of Claims pending, and the total amount of approved Days Down Payments.

D. In any instance in which the Claims Administrator finally denies and the Claimant disputes a Claim, the Claims Administrator shall forward such Claims to Class Counsel and Defendant's counsel. The parties through their respective counsel will engage in good faith efforts to resolve the dispute as to that Claim (each party to bear its own respective costs for such efforts). If counsel is unable to resolve the dispute, the Claimant may then submit the dispute to a third-party neutral at JAMS or other neutral mutually agreed to by the Parties. The dispute will be resolved on the briefs without a formal hearing or trial process, at the conclusion of the Approved Claim Payment Date. Each party will pay for its share of neutral arbitrator's fees and costs, as well as its own respective attorney's fees for resolution.

E. No later than ten (10) days prior to the date Plaintiffs' Motion for Final Approval is to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration to be filed with Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court.

F. All approved Claims for Days Down payments will be mailed by the Claims Administrator by the Approved Claim Payment Date. Claims that are paid in the form of a reimbursement check must be cashed within ninety (90) days from the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, they can be reissued to the

claimant upon request.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in the Claims Administrator at the following address, which also will be set forth in the Class Notice:

Claims Administration
Kline et al. v. Hyundai Motor America et al. (Request for Exclusion)
Attn: HV Battery Repair Settlement
P.O. Box 129
East Brunswick, NJ 08816-9998

Any Request for Exclusion must be postmarked or delivered not later than thirty (30) days after the date of Mailed Notice or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement. The Claims Administrator will share information regarding Class Member exclusion requests with Class Counsel and Defendant's Counsel on a weekly basis up to deadline for a Request for Exclusion and upon reasonable request thereafter.

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

C. The Parties shall jointly report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Date, sixty (60) days from the date of Mailed Notice or such date as otherwise ordered by the Court. If such persons intend to appear at the Final Approval Hearing, they also must file a notice of intention to appear. Class Members' objections, along with any documents or information required by this paragraph that the objecting Class Member intends to present to the Court, must be sent to both Defendant's Counsel and Class Counsel at the following addresses, which also will be set forth in the Class Notice:

Defendant's Counsel

Lewis Brisbois Bisgaard & Smith LLP
Attn: Eric Y. Kizirian, Esq.
Kline et al. v. Hyundai Motor America
633 W. 5th Street, Suite 4000
Los Angeles, California 90071

Class Counsel

Goldman & Minton, P.C.
Kline et al. v. Hyundai Motor America
3600 Clipper Mill Rd., Suite 201
Baltimore, MD 21211

To state a valid objection to the Settlement, an objecting Class Member must include the following information in his or her written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, incentive awards, and reimbursement of reasonable litigation costs

and expenses. The objecting Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the Objection Date. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard on the Claims Administrator at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court, at the Court's discretion.

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Judgment and Order or Final Approval Order on Fees in the event of an appeal. Defendant

will make a filing either joining and/or not opposing Class Counsel's defense of the Final Judgment and Order. However, if the appeal only relates to the Court's Final Approval Order on Fees (or other order approving Class Counsel's Fees and Expenses or the Incentive Awards), it will be up to Defendant's discretion whether to join such appeals. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover such fees and/or costs from Defendant, but may seek to recover such fees and/or costs from objectors who appeal.

VIII. MUTUAL 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.

IX. ADMINISTRATION, ATTORNEYS' FEES, AND INCENTIVE AWARDS

A. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of one Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant, subject to the limitations contained herein and approval of the Court. For the purposes of this Settlement Agreement only, Defendant agrees to not oppose Class Counsels' application for Class Counsels' Fees and Expenses, and Class Counsel agree that their application will not be for any amount in excess of Class Counsels' Fees and Expenses. Defendant will issue a single check payable to Goldman & Minton, P.C., Attorney-Client Trust Account, for fees and costs as approved by the Court, within ten (10) business days after the Effective Date of Fees Settlement provided all required documentation, such as W-9 forms, and payment instructions are timely provided to Defendant by Class Counsel.

B. Defendant agrees that, subject to Court approval, Class Counsel may apply to the Court for the payment of Service Awards. The Service Awards as approved by the Court shall be

paid by Defendant by check to the Class Representatives, and delivered to Class Counsel within ten (10) days after the Effective Date of Fees Settlement, provided required documentation such as W-9 forms for each Class Representative are timely provided to Defendant by Class Counsel.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. Defendant, through its undersigned attorneys, represents and warrants that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendant of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Defendant or any Released Parties with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment and Order as contemplated herein. Defendant specifically denies all of the allegations made in

connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by Defendant, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) Defendant contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Judgment and Order is not entered or a Final Judgment and Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that Defendant may withdraw or terminate this Settlement

Agreement prior to the Final Approval Hearing if more than three percent (3%) of Class Members have submitted valid and timely Requests for Exclusion. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Defendant's Counsel not later than ten (10) Court days before the Final Approval Hearing. Moreover, the Claims Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

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

E. Capitalized words, terms and phrases are used as defined in §I, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any

inadvertent mistakes or typographical errors contained in any of the Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

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

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement

Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Thomas J. Minton
Goldman & Minton, P.C.
3600 Clipper Mill Rd., Suite 201
Baltimore, MD 21211
(410) 783-7575
tminton@charmcitylegal.com

For Defendants' Counsel:

Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071
(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

IN WITNESS WHEREOF, Plaintiffs and Defendants, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 1/18/2026

Signed by: Samuel Kline
CF28CE6853684C6...

Samuel Kline
Plaintiff

Dated: 1/17/2026

DocuSigned by: LAUREN KLINE
E7CAC330748A414...

Lauren Kline
Plaintiff

Dated: 1/17/2026

Signed by: Howard Nordberg
[redacted]

Howard Nordber Howard Nordberg
Plaintiff

Dated: 1/17/2026

DocuSigned by: Mr. Tim Pritchett
BEA8085EDC7843A...

Timothy Pritchett
Plaintiff

Dated: 1/17/2026

Signed by: Tzamouranis, Mr. Ioannis
8068FC84B09C455...

Ioannis C. Tzamouranis
Plaintiff

Dated: 1/17/2026

DocuSigned by: Smith, Ms. Clara kay
C4491F9A5713434...

Clara K. Smith
Plaintiff

Initials: DS / _____

Docusign Envelope ID: EF324E67-9A72-428A-BAC1-0C6F1DB169CD

Dated: 1/17/2026

DocuSigned by:
Ann Lyons
A9487E6365F248B...

Ann Lyons
[for herself and as Personal Representative for her late husband, Michael Bozzuto]
Plaintiff

Dated: 1/19/2026

Signed by:
TLJ
...

Goldman & Minton, P.C
Attorneys for Plaintiffs

Dated: 1/17/2026

DocuSigned by:
David Tompkins
...

Lewis & Tompkins PC
Attorneys for Plaintiffs

Dated: 1/20/2026

Print: Doug Bishop
As the Duly Authorized Corporate Representative of Hyundai Motor America

Dated: 1/20/2026

Eric Y. Kizirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

169941772.1
Initials: DTS

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