IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

SAMUEL KLINE and LAUREN KLINE, *et al.*, On behalf of themselves and a Class of similarly situated persons,	*	
Plaintiffs,	*	
v.	*	**Civ. No. GLS 23-245**
HYUNDAI MOTOR AMERICA INCORPORATED, a/k/a Hyundai Motor America,	*	
Defendant.	*	

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, SCHEDULING A HEARING FOR FINAL APPROVAL THEREOF, AND APPROVING THE PROPOSED NOTICE TO THE SETTLEMENT CLASS

On January 20, 2026, the parties filed a "Consent Motion for Preliminary Approval of Class Action Settlement, Certification of a Settlement Class, Appointment of Class Counsel and Class Representative, and Approval of Class Notice." (ECF No. 37). After reviewing the motion, the Court scheduled a case management conference and preliminary fairness hearing. (ECF No. 42). During the hearing, the Court entertained argument where necessary and issued its first round of rulings. As is relevant here, the Court directed the parties to supplement the record to include information about a proposed claim form and about the proposed email notice. The Court also directed the parties to clarify the term "Battery Repair Period," and to insert clearer and more visible warnings on the long form and on the short form notices to the putative class members that they must act within a certain amount of time after receiving notice of the proposed class settlement. Based on those rulings, the Court ordered the parties to submit a revised motion for its review. (*Id.*).

On July 15, 2026, the parties submitted a revised motion, which has also been styled as "Consent Motion for Preliminary Approval of Class Action Settlement, Certification of a Settlement Class, Appointment of Class Counsel and Class Representative, and Approval of Class Notice" ("the Motion"). (ECF No. 46). Attached to the motion are the following documents: (1) Memorandum in Support of the Motion (ECF No. 46-1); (2) "Class Action Settlement Agreement and Release" ("Settlement Agreement") (ECF No. 46-2); (3) Proposed Short Form Notice (ECF No. 46-3); (4) Proposed Long Form Notice (ECF No. 46-4); (5) Class Counsel Resumes (ECF Nos. 46-5, 46-6); and (6) Text of Proposed Order (ECF No. 46-7). In the Motion, the parties request that the Court: (1) preliminarily determine whether the terms of the Settlement Agreement are fair and reasonable; (2) certify the Class (for settlement purposes only), as defined in the Settlement Agreement; (3) appoint Plaintiffs' counsel as "Class Counsel;" (4) approve of the plan of notice and of the forms to be given to the proposed Class ("long form notice" and "short form notice"); (5) set the deadlines for Class members to "opt out" of the settlement, to file claims for compensation, or to file any objections to the terms of the settlement; (6) set deadlines for the parties to file a motion for final approval of the settlement and incentive awards to the named Plaintiffs, and for Class Counsel to file a motion for an award of attorneys' fees and costs; and (7) set a date for a Final Approval Hearing (also called a "Final Fairness Hearing"). (Motion, pp. 1-2).

The Court has carefully reviewed the Motion and its exhibits and finds that they adequately provide a reasonable amount of information to inform the Class Members about the Settlement. Having reviewed the record, by this Order, the Court hereby **GRANTS** the Motion. The Court's rationale for granting the Motion will be explained in its forthcoming memorandum opinion. In brief, the Court hereby **PRELIMINARILY APPROVES** the Settlement Agreement, and the parties may issue the proposed notices, provided that the parties make the additional modifications

and comply with this Order, as set forth herein.

Accordingly, **IT IS HEREBY ORDERED**, that:

1. Except for the terms expressly defined herein, the Court adopts and incorporates the definitions in the Settlement Agreement for the purposes of this Order.

SETTLEMENT CLASS CERTIFICATION

2. Solely for the purposes of the Settlement, the Settlement Class is hereby preliminary certified pursuant to Federal Rule of Civil Procedure 23. The Court finds that the applicable provisions of the Rule have been satisfied and that the Court will likely be able to finally approve the Settlement and certify the Settlement Class for purposes of Final Judgment.

3. The Settlement Class is defined as:

> 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 Settlement 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 released their claims against Hyundai Motor America with respect to the issues raised in this 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 they needed a Battery Repair.

4. Class Vehicles are defined in the Settlement Agreement as 2016-2019 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, all as identified by the Vehicle Identification Number (VIN).

5. The definition of "Battery Repair Period" in the Settlement Agreement shall be re-written to clarify that the relevant period for most Class Members is in or about late 2021 until in or about the Summer of 2023. This corresponds to the period of time when the Class Members' vehicles were out of service.

6. Samuel Kline, Lauren Kline, Howard Nordberg, Timothy Pritchett, Ioannis C. Tzamouranis, Clara K. Smith, and Ann Lyons are confirmed and appointed as Class Representatives for the Settlement Class.

PRELIMINARY APPROVAL OF SETTLEMENT

7. The terms of the Settlement Agreement are hereby preliminarily approved. The Court finds that the Settlement was entered into at arm's length, by experienced counsel, with the assistance of an experienced professional mediator, and is sufficiently within the range of reasonableness, fairness, and adequacy. The Court further finds that it will likely be able to finally approve of the Settlement under Federal Rule of Civil Procedure 23 following a Final Fairness Hearing. The parties are authorized to provide notice to the Class Members.

MANNER AND FORM OF NOTICE

8. The Court approves, in form and content, the manner in which putative class members will be notified. Specifically, the Court approves of the postcard ("short form") notice and long form notice, which are attached to the Motion as Exhibits #3 and #4 respectively (ECF Nos. 46-3, 46-4), provided that the modifications identified herein are made. If the modifications are made, then

the Court can reasonably find that both forms of notice satisfy the requirements of Fed. R. Civ. P. 23(c)(2) and satisfy due process.

9. The Court finds that the proposed manner to notify the putative class members meets the requirements of Fed. R. Civ. P. 23(c)(2) and: (i) constitutes the best notice practicable under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency and status of this litigation and of their right to participate in, object to, or potentially exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval Hearing, satisfying fully the requirements of due process and applicable law.

10. Notice to putative class members ("Class Notice") shall be provided in the manner identified by the parties in the Motion and in the Settlement Agreement. Notice shall be provided to the Class Members no later than twenty (20) days following entry of this Order.

11. The Class Notice provides instructions regarding the procedures that must be followed to obtain payment from the Settlement fund, including what is defined as a "Days Down Payment." To obtain the "Days Down Payment" described in the Settlement Agreement, Class Members must complete and submit a Claim Form to the Settlement Administrator by no later than ninety (90) days after Class Notice is issued, i.e., by no later than November 20, 2026.

12. Paragraph 18 of the long form notice shall be amended to refer to: Clerk of the Court, U.S. District Court – District of Maryland, Suite 200, 6500 Cherrywood Lane, Greenbelt, MD 20770. The long form notice shall include a footnote that states that access to the court docket is available for a fee via PACER or through the computers at the Clerk's Office, where Class Members may view the docket and read documents. The long form notice should also clarify that there is a fee of $0.10 per page to obtain copy of any documents from the Clerk's Office. The Settlement website shall also contain the aforementioned information.

13. The Class Notice also provides instructions regarding the procedures that must be followed to object to or to be excluded from the Settlement, some of which are set forth below.

EXCLUSIONS FROM SETTLEMENT CLASS

14. To validly request exclusion from the Settlement Class, as set forth in Section VI.A. of the Settlement Agreement, a personal request for exclusion—i.e., a request to "opt out" ("Request for Exclusion")—must be in writing and sent to the Settlement Administrator, whose address is shown on the Class Notice. The "opt out" request must be postmarked or delivered no later than thirty (30) days after the Class Notice is issued, i.e., by no later than September 21, 2026. Requests for Exclusion must be personally signed by the person requesting exclusion from the Class and 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 the Class Member's desire to be excluded from the Settlement and from the Class.

15. 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. No person may purport to exercise opt-out rights on behalf of any other person or purport to "opt-out" Class Members as a group, aggregate, or class involving more than one Class Member; any such purported opt-outs shall be void and the individuals shall remain as Class Members. All persons fitting the definitions of the Settlement Class who do not timely and properly request exclusion from the Settlement Class will be bound in all respects by all terms of the Settlement Agreement.

OBJECTIONS TO THE SETTLEMENT

16. Provided that a Class Member (also referred to as "Settlement Class Member") has not submitted a written request for exclusion as set out previously in this Order, a Settlement Class Member may object to the Settlement, provided that such Class Member files with the Court and delivers to the Settlement Administrator, Class Counsel, and Defendant's Counsel a written notice

of objection. That written notice of objection is due no later than sixty (60) days after the Class Notice is issued ("Objection Date"), i.e., by no later than October 20, 2026.

17. 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.

18. Subject to approval of the Court, any objecting Class Member may appear, in person or via counsel, at the Final Approval Hearing to be conducted by the Court. During said hearing, the Class Member shall show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or may 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.

19. 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 the Court's approval, 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. All objections must be personally signed by the person(s) making the objection, or a court-appointed legal guardian authorized to act on their behalf.

20. No Class Member or their counsel may appear at the Final Approval Hearing without timely filing and serving a notice of appearance, nor may he or she raise any matters, issues, or objections not stated with particularity in the Class Member's written objection. Class Counsel and Defendant's Counsel may, but are not required to, respond to the objections, if any, by means of a Memorandum of Law not to exceed fifteen (15) pages to be filed and served no later than seven (7) days before the Settlement Hearing. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of this order will waive and forfeit any and all rights they may have to object to the settlement and/or to appear and be heard on said objection. Failure to object waives a Settlement Class Member's right to appeal the Final Approval Order.

SETTLEMENT COUNSEL AND SETTLEMENT ADMINISTRATOR

21. The Court hereby appoints Thomas Minton and David Tompkins as Class Counsel to represent the Settlement Class for purposes of the Settlement, having determined that the requirements of Federal Rule of Civil Procedure 23(a)(4) and (g) are fully satisfied by this appointment.

22. Class Counsel shall file any motions for service awards, attorneys' fees and costs, and their payments from the common fund at the same as their motion for final approval, no later than fifteen (15) days before the Final Approval Hearing.

23. The Settlement Administrator[1] shall be responsible for overseeing the implementation and administration of the claims process. These duties include, but are not limited to: (1) e-mailing and printing and mailing by First-Class U.S. Mail, postage paid, the Class Settlement Notice; (2) updating Settlement Class Members' address information prior to mailing using the National

[1] During the case management conference on July 1, 2026, the parties clarified to the Court that the Angeion Group (or other qualified third-party claims administrator) will serve as the Settlement Administrator.

Change of Address (NCOA) system; (3) handling returned notice-related mail not delivered to Settlement Class Members; (4) attempting to obtain updated address information for any Class Notices returned without a forwarding address; (5) establishing a post-office box for the receipt of any correspondence; (6) establishing a website; (7) responding to requests from Class Counsel or Defendant's Counsel; (8) otherwise implementing and/or assisting with the dissemination of the Class Notices; and (9) processing and issuing the payments to Class Members in accordance with the Settlement Agreement.

24. The Settlement Administrator shall cause the Class Notices to be published on a dedicated website, as provided in the Settlement Agreement, no later than the date on which it sends notice to Class Members.

25. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel, no later than sixty (60) days after the initial notice or twenty-five (25) days before the Final Fairness Hearing, whichever occurs later, a declaration confirming results of the transmissions of the notices that were emailed and mailed to all Class Members as required by this Agreement, the number of returned undeliverable notices (if any), the number of opt-outs and objections, and any additional information Class Counsel deems appropriate to provide to the Court.

26. The Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

ADDITIONAL RULINGS

27. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to Settlement Class Members, other than that which may be posted by the Court.

28. In the event that the Settlement is terminated in accordance with its provisions, such terminated Settlement Agreement and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with it, and any requests for

exclusion from the Settlement Class previously submitted and deemed to be valid and timely, shall be null and void and be of no force and effect, except as expressly provided to the contrary in the Settlement Agreement, and shall be without prejudice to the status quo ante rights of the Parties and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity.

29. If the Settlement is terminated or ultimately not approved, the Court will issue a scheduling order to return the Parties to their respective positions prior to the start of the settlement process and ensure that the Parties will have sufficient time to prepare for the resumption of litigation. Each Party shall be restored to his, her, or its respective position as it existed prior to the Settlement Agreement, with each of the Parties' respective legal claims and defenses preserved as they existed at that time.

FINAL APPROVAL HEARING

30. Final Approval Hearing will be held on December 21, 2026, at 10:00 a.m. at the U.S. District Court for the District of Maryland – Greenbelt, 6500 Cherrywood Lane, Greenbelt, MD 20770. The purpose of the Final Approval Hearing is to finally approve the Settlement and to consider the fairness, reasonableness, and adequacy of the Settlement. The date, time, and venue of the Final Approval Hearing shall be set forth in the Class Notice forms, but shall be subject to change by the Court, if necessary.

31. The Court reserves the right to approve of the Settlement at or after the Final Approval Hearing, with such modifications as may be consented to by the parties and without further notice to the Settlement Class.

32. If the Settlement is approved by the Court following the Final Approval Hearing, a Final Order and Judgment will be entered.

SO ORDERED.

Dated: July 31 , 2026



Hon. Gina L. Simms
United States Magistrate Judge