

**G. “Class Vehicle”**

“Class Vehicle” refers to all MY2011-2022 Kia and Hyundai vehicles manufactured without an engine immobilizer that were sold in the United States (including Puerto Rico, Virgin Islands, and Guam), including:

<b>Hyundai</b>	<b>Kia</b>
2011-2022 Accent	2011-2021 Forte
2011-2022 Elantra	2021-2022 K5
2013-2020 Elantra GT	2011-2020 Optima
2013-2014 Elantra Coupe	2011-2021 Rio
2011-2012 Elantra Touring	2011-2021 Sedona
2011-2014 Genesis Coupe	2021-2022 Seltos
2018-2022 Kona	2011-2022 Soul
2020-2021 Palisade	2011-2022 Sorento
2011-2022 Santa Fe	2011-2022 Sportage
2013-2018 Santa Fe Sport	
2019 Santa Fe XL	
2011-2019 Sonata	
2011-2022 Tucson	
2012-2017, 2019-2021 Veloster	
2020-2021 Venue	
2011-2012 Veracruz	

**H. “Consumer Plaintiffs’ Counsel”**

“Consumer Plaintiffs’ Counsel” (as distinct from “Class Counsel”) means Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Elizabeth A. Fegan of Fegan Scott LLC, Kenneth B. McClain of Humphrey Farrington, P.C. & McClain, Roland Tellis of Baron & Budd, P.C., Jeffrey S. Goldenberg of Goldenberg Schneider LPA, Matthew D. Schelkopf of Sauder Schelkopf LLC, Tiffany Marko Yiatras of Consumer Protection Legal LLC, Michael F. Ram of Morgan and Morgan Complex Litigation Group, Amanda K. Klevorn of Burns Charest LLP, Jason S. Rathod of Migliaccio and Rathod LLP, as per the February 9, 2023 Order of Judge Selna in the Action (ECF No. 50).

**I. “Court”**

“Court” means the United States District Court for the Central District of California.

**J. “Defendants” or “Settling Defendants”**

“Defendants” or “Settling Defendants” means HMA, HMC, HATCI, KA, and KC.

**K. “Effective Date”**

“Effective Date” means the first date after the Court’s entry of the Final Approval Order and Judgment, if no appeal is timely filed or if no motion to extend the time for filing an appeal has been filed. If there is an appeal, the Effective Date of this Settlement Agreement shall be the