

## **NOTICE OF PROPOSED CLASS SETTLEMENT**

**If you bought or leased a 2011–2016 model year Hyundai Elantra, Elantra GT, or Elantra Coupe equipped with a 1.8L Nu engine you may benefit from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

*Your rights are affected whether you act or don't act. Read this notice carefully.*

- The purpose of this Notice is to inform you of a proposed settlement of a class action lawsuit known as *Brown et al. v. Hyundai Motor America et al.*, No. 2:18-cv-11249 (D.N.J.) (the “Action”). You are receiving this Notice because Hyundai Motor America’s (“HMA”) and Hyundai Motor Company, Ltd.’s (“HMC”) records indicate that you may be entitled to claim certain financial benefits offered by this Settlement.
- The Action alleges that the Class Vehicles suffer from a defect that can cause engine seizure or stalling, that engine seizure or stalling can be dangerous if experienced, and that some owners and lessees have been improperly denied repairs under the vehicle’s warranty. Neither HMA nor HMC have been found liable for any of the claims alleged in the Action. The parties have instead reached a voluntary settlement in order to avoid a lengthy litigation. The individuals who owned or leased Class Vehicles are known as “Class Members.” Class Members may be entitled to compensation if they submit valid and timely claims that are approved pursuant to the review process described in this Notice and approved by the Court.
- Under the proposed settlement, and subject to proof, HMA will provide financial and other benefits for certain engine related repairs.
- The settlement extends the Powertrain Warranty to cover the short block assembly, consisting of the engine block, crankshaft, connecting rods and pistons, from damage accompanied by a piston slap noise in the upper end of the engine, ordinarily most present in cold weather, as distinguished from other engine noises such as noises related to engine and accessory bearings, timing chain, valve train and/or squealing belts. The length of the warranty extension is 10 years/120,000 miles (whichever occurs first) for Original Retail Purchasers, Original Retail Lessees, or Hyundai Certified Pre-Owned Vehicles in Cold Weather States. For all other purchasers and lessees in Cold Weather States, the warranty extension is for 8 years/80,000 miles (whichever occurs first).
- Those who have not registered their Class Vehicle in a Cold Weather State can submit a claim for one of the warranty extensions described immediately above if they: (a) register the Class Vehicle in a Cold Weather State; (b) the Class Vehicle was previously registered in a Cold Weather State; (c) the Class Member demonstrates substantial prior cold weather usage for at least 90 consecutive days between November and March; or (d) the Class Member can demonstrate that their engine problem is directly related to the piston-scurfing-type defect alleged in the Action.
- The settlement also provides cash reimbursements for qualifying past out-of-pocket repairs and repair-related expenses, such as rental cars and towing.
- To qualify you must have bought or leased a “Class Vehicle,” which are Hyundai Elantra (model years 2011, 2012, 2013, 2014, 2015 and 2016), Hyundai Elantra GT (model year 2013), and Hyundai Elantra Coupe (model year 2013) vehicles factory equipped with a 1.8L Nu engine, purchased or leased in the United States (including the District of Columbia but excluding other territories) or abroad while on active military duty.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |   |
|--|---|
| <b>SUBMIT A CLAIM FORM</b>                       | You must submit a claim form to get a reimbursement if your Class Vehicle is registered in a Cold Weather State or a Warm Weather State, <u>or</u> a warranty extension if your Class Vehicle is registered in a Warm Weather State. The deadline to submit a claim is June 28, 2021.   |
| <b>EXCLUDE YOURSELF</b>                          | If you exclude yourself from the Settlement, you get no payment or warranty extension. But excluding yourself from the Settlement is the only option that allows you to ever file or be part of any other lawsuit against Hyundai about the legal claims in this case. The deadline to submit a request for exclusion is April 2, 2021. |
| <b>OBJECT</b>                                    | 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 the Court and indicating why you do not like the Settlement. The deadline to object is April 2, 2021.   |
| <b>GO TO A HEARING</b>                           | Ask to speak in Court about the fairness of the Settlement.   |
| <b>DO NOTHING</b>                                | Get no reimbursement. If your Class Vehicle is registered in a Cold Weather State, you will automatically receive a warranty extension. If your Class Vehicle is registered in a Warm Weather State and you do nothing, you will not receive the benefits of the warranty extension.  |

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Any payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- Please visit [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com) for a copy of this notice in Spanish. Visite [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com) para obtener una copia de este aviso en español.

|  |          |
|--|----------|
| <b>BASIC INFORMATION</b>   | <b>1</b> |
| 1. Why did I get this notice package?  | 1        |
| 2. What are these lawsuits about?  | 1        |
| 3. Why is this a class action?   | 1        |
| 4. Why is there a settlement?  | 2        |
| <b>WHO IS IN THE SETTLEMENT</b>  | <b>2</b> |
| 5. How do I know if I am part of the Settlement?                                   | 2        |
| 6. Which vehicles are included?  | 2        |
| 7. If I bought or leased a Class Vehicle that has not had problems, am I included? | 2        |
| 8. I am still not sure if I'm included.  | 2        |
| <b>SETTLEMENT BENEFITS — WHAT YOU GET</b>  | <b>3</b> |
| 9. What does the Settlement provide?   | 3        |
| <b>HOW YOU GET A REIMBURSEMENT — SUBMITTING A CLAIM FORM</b>                       | <b>5</b> |
| 10. How do I make a claim?   | 5        |
| 11. When would I get my reimbursement?   | 5        |
| 12. What if my claim is found to be deficient?                                     | 5        |
| 13. What am I giving up to stay in the Settlement Class?                           | 6        |

|   |          |
|---|----------|
| <b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b> .....   | <b>6</b> |
| 14. How do I get out of the Settlement? .....   | 6        |
| 15. If I don't exclude myself, can I sue for the same thing later? .....  | 6        |
| 16. If I exclude myself, can I get the benefits of this Settlement? .....   | 7        |
| <b>THE LAWYERS REPRESENTING YOU</b> .....   | <b>7</b> |
| 17. Do I have a lawyer in this case? .....  | 7        |
| 18. How will the lawyers be paid and will the Settlement Class representatives<br>receive service payments? ..... | 7        |
| <b>OBJECTING TO THE SETTLEMENT</b> .....  | <b>7</b> |
| 19. How do I tell the Court if I do not like the Settlement? .....  | 7        |
| 20. What is the difference between objecting and excluding? .....   | 8        |
| <b>THE COURT'S FAIRNESS HEARING</b> .....   | <b>8</b> |
| 21. When and where will the Court decide whether to approve the Settlement? .....                                 | 8        |
| 22. Do I have to come to the Fairness Hearing? .....  | 9        |
| 23. May I speak at the Fairness Hearing? .....  | 9        |
| <b>IF YOU DO NOTHING</b> .....  | <b>9</b> |
| 24. What happens if I do nothing at all? .....  | 9        |
| <b>GETTING MORE INFORMATION</b> .....   | <b>9</b> |
| 25. Are there more details about the Settlement? .....  | 9        |
| 26. How do I get more information? .....  | 9        |

## **BASIC INFORMATION**

---

### **1. WHY DID I GET THIS NOTICE PACKAGE?**

---

According to the records of HMA or HMC, you bought or leased a Class Vehicle in the United States. This may also include a Class Vehicle you purchased while abroad on active U.S. military duty.

The Court has ordered this notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options in that lawsuit before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, HMA will provide payments and other benefits agreed to in the Settlement. 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 the lawsuit are called Plaintiffs, and the companies they sued, HMA and HMC, are called Defendants. The Plaintiffs allege that the Class Vehicles suffer from a defect that can cause engine seizure and stalling. The Plaintiffs also allege that engine seizure or stalling can be dangerous if experienced. The Plaintiffs also allege that some owners and lessees have been improperly denied repairs under the vehicle's warranty. HMA and HMC both deny Plaintiffs' allegations.

---

### **3. WHY IS THIS A CLASS ACTION?**

---

In a class action lawsuit, one or more persons, called "Class Representatives" (in this case Elizabeth Brown, Janeshia Martin, and Nicholas Moore), sue on behalf of people who have similar claims. All of 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 in charge of the cases is the United States District Court for the District of New Jersey, and the case is captioned as *Brown et al. v. Hyundai Motor America et al.*, No. 2:18-cv-11249 (D.N.J.). United States District Judge Susan D. Wigenton is presiding over this class action.

---

#### **4. WHY IS THERE A SETTLEMENT?**

---

The Class Representatives and Defendants agreed to a 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, in exchange for releasing Defendants from liability. The Settlement does not mean that Defendants broke any laws and/or did anything wrong. As mentioned above, HMA and HMC deny all wrongdoing, 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, which 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 are available at [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.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 Wigenton decided that, for the purposes of this proposed settlement, everyone who fits this description is covered by the Settlement: All owners and lessees of a Class Vehicle who purchased or leased the Class Vehicle in the United States, including the District of Columbia, but excluding other territories, or owners or lessees of a Class Vehicle who purchased or leased the Class Vehicle while abroad on active military duty.

However, the Class excludes all claims for death, personal injury, property damage, and subrogation. The Class also excludes HMA; any affiliate, parent, or subsidiary of HMA; any entity in which HMA has a controlling interest; any officer, director, or employee of HMA; any successor or assign of HMA; any judge to whom this Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons. Such potential claims are not released under this class action settlement.

---

#### **6. WHICH VEHICLES ARE INCLUDED?**

---

The “Class Vehicles,” for the purposes of the description in Section 5 above, are Hyundai Elantra (model years 2011, 2012, 2013, 2014, 2015 and 2016), Hyundai Elantra GT (model year 2013), and Hyundai Elantra Coupe (model year 2013) vehicles factory equipped with a 1.8L Nu engine.

---

#### **7. IF I BOUGHT OR LEASED A CLASS VEHICLE THAT HAS NOT HAD PROBLEMS, AM I INCLUDED?**

---

Yes. You did NOT have to experience stalling or engine seizure to be included in this Settlement. If you still own or lease a Class Vehicle you may be eligible to take advantage of the Settlement’s warranty extension, as well as certain other benefits of the Settlement.

---

#### **8. I AM STILL NOT SURE IF I’M INCLUDED.**

---

If you are still not sure whether you are included, you can ask for free help. You can visit the website at [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com). You can also call (833) 462-8721 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 Vehicle Identification Number (“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. 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.

## SETTLEMENT BENEFITS — WHAT YOU GET

---

### 9. WHAT DOES THE SETTLEMENT PROVIDE?

---

The Settlement provides the following benefits:

#### 1. Warranty Extension

HMA is extending the Powertrain Warranty (described below) for certain Class Vehicles. The extension of the warranty will cover the short block assembly, consisting of the engine block, crankshaft, connecting rods and pistons, from damage accompanied by a piston slap noise in the upper end of the engine, ordinarily most present in cold weather, as distinguished from other engine noises such as noises related to bearings, timing chain, valve train and/or squealing belts. This extended warranty will persist for the vehicle even if ownership of the vehicle is later transferred such as in a sale or trade. With the exception of cases of Exceptional Neglect (defined below) and subject to the existing terms, limitations, and condition of the Class Vehicles’ original Powertrain Warranty, the warranty extension shall otherwise endure irrespective of the Class Vehicle’s mileage, duration of ownership, or prior engine repairs under warranty and/or warranty replacements.

The extension of the warranty shall cover all costs associated with inspections and repairs including, without limitation, the costs associated with replacement parts, labor, and diagnoses.

In order to qualify for an automatic warranty extension, without the need to submit a claim form, you must have your Class Vehicle registered in one of the following Cold Weather States: Alaska, Colorado, Connecticut, Delaware, District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming.

If you reside in a state that is not a Cold Weather State, you must submit a Claim Form to receive the warranty extension, and satisfy one (1) of the following conditions: (a) after the Notice Date, you register your Class Vehicle in a Cold Weather State for at least six (6) months; (b) the Class Vehicle was previously registered in one of the Cold Weather States; (c) you demonstrate substantial prior cold weather usage for a period of at least ninety (90) consecutive days during the months November to March during which the Class Vehicle was located in a place where it was exposed to at least fifty (50) cumulative days of temperatures at or below 32 degrees Fahrenheit in that location during that period; or (d) you demonstrate with a heightened proof submission (as in, actual parts, photographs, or other evidence that clearly substantiates) that the engine problem is directly related to the piston-scuffing-type defect alleged in the case.

For Class Members whose Class Vehicles, as of the Notice Date, are already beyond the time and mileage limitations of the extended warranties, Hyundai will extend the time and mileage limitations of the Powertrain Warranty for the 90-day period following the Court’s entry of the Final Approval Order and Judgment as follows in Cold Weather States or in Warm Weather States (subject to the four conditions in the preceding paragraph) to 140,000 miles for Original Retail Purchasers and Lessees and Hyundai Certified Pre-Owned Vehicle Purchasers, and 100,000 miles for all other owners.

The warranty extension may be denied for “Exceptional Neglect” of the vehicle, which means a failure to change the engine oil of a Class Vehicle for at least 365 consecutive days or 15,000 miles. Upon challenge by HMA that a Class Vehicle has suffered Exceptional Neglect, the Settlement Class Member will be required to furnish maintenance records sufficient to demonstrate the time and mileage between oil changes.



## 2. Reimbursement for Past Repairs

Money you spent on certain Class Vehicle repairs may be reimbursed in full according to the below conditions:

- For Class Vehicles registered in Cold Weather States as of February 16, 2021, you can submit your Claim Form for reimbursement no later than 70 days after the Final Approval Order and Judgment, provided that you:
  - Submit a completed Claim Form;
  - The Claim contains Proof of Repair Expense for a Qualifying Repair and/or Proof of Repair-Related Expense for a Qualifying Repair; and
  - HMA does not substantiate Exceptional Neglect with respect to the Qualifying Repair that is the subject of the Claim
- For Class Vehicles not registered in a Cold Weather State as of February 16, 2021, you can submit your Claim Form for reimbursement no later than 70 days after the Final Approval Order and Judgment, provided that you:
  - Submit a Completed Claim Form;
  - The Claim contains Proof of Repair Expense for a Qualifying Repair and/or Proof of Repair-Related Expense for a Qualifying Repair;
  - HMA does not substantiate Exceptional Neglect with respect to Qualifying Repair that is the subject of the Claim; and
  - The Claim contains documentary proof of one (1) of the following conditions:
    - The Class Vehicle was previously registered in a Cold Weather State;
    - The Class Vehicle was previously subjected to substantial prior cold weather usage for a period of at least 90 consecutive days during the months November to March during which the Class Vehicle was located in a place where it was exposed to at least 50 cumulative days of temperatures at or below 32 degrees Fahrenheit in that location during that period; or
    - Demonstrates to a degree of heightened proof (i.e., actual parts, photographs, or other evidence) that clearly substantiates his or her engine problem was directly related to the piston-scuffing defect alleged in the Action
- See Section 10 for how to make your claim using the Claim Form.

\* \* \*

Class members are eligible for a reimbursement even if warranty coverage was denied on grounds of improper service or maintenance (excepting limited Exceptional Neglect circumstances), and even if the repairs were performed at an independent mechanic. Exceptional Neglect means a failure to change the engine oil of a Class Vehicle for at least 365 consecutive days or 15,000 miles. Upon challenge by HMA that a Class Vehicle has suffered Exceptional Neglect, the Settlement Class Member will be required to furnish maintenance records sufficient to demonstrate the time and mileage between oil changes.

## 3. Reimbursement for Rental Cars, Towing, etc.

Money you spent on rental cars, towing services, and other out-of-pocket expenses reasonably related to obtaining a Qualifying Repair for a Class Vehicle will also be reimbursed in full, based on the following requirements:

- The Claim contains a Proof of Repair-Related Expense for a Qualifying Expense;
- The Claim contains a Proof of Repair Expense that reflects a Qualifying Repair performed within 30 days of the incurred rental car or towing expense; and
- The Claim is submitted within 70 days after the later of (i) the Final Approval Order and Judgment, or (ii) the date on which the expense is incurred. (See Section 10 for how to submit a Claim.)

## 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 by any one of the following methods:
  - Online: [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com)
  - Mail: PO Box 9099, Newport Beach, CA 92658
  - Email: [support@hmapistonsettlement.com](mailto:support@hmapistonsettlement.com)
  - **PLEASE DO NOT SEND CLAIM FORMS TO CLASS COUNSEL**
- Do so by June 28, 2021 unless your claim is for rental car or towing costs incurred in the future, in which case you have 70 days from the date those costs were incurred or 70 days after the Final Approval Order, whichever is later.

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 get paid. Sending in a Claim Form late will be the same as doing nothing.

Reimbursement payments, whether for past repairs or related rental and towing charges, will be made in the form of debit cards that are redeemable for at least 90 days, without any fees charged by HMA or the debit card issuer, at ATMs and merchants that accept Mastercards. Alternatively, Class members may request a check as an alternative form of compensation by calling (833) 462-8721.

---

### 11. WHEN WOULD I GET MY REIMBURSEMENT?

---

In general, valid claims will be paid as they are approved after the Effective Date. The Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com).

United States District Judge Susan D. Wigenton will hold a Fairness Hearing on April 19, 2021 at:  
U.S. District Court for the District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street, Room 4015  
Newark, NJ 07101

to decide whether to approve the Settlement. (The hearing may be rescheduled without further notice. To obtain updated scheduling information, see [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com).) If the Court approves the Settlement, there may be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You may continue to check on the progress of the Settlement by visiting the website [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com) or calling (833) 462-8721. **Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.**

---

### 12. WHAT IF MY CLAIM IS FOUND TO BE DEFICIENT?

---

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Class Member will be notified of the deficiency. The Class Member will then have an opportunity to remedy the deficiency within (30) days of the notice.

---

### 13. WHAT AM I GIVING UP TO STAY IN THE SETTLEMENT CLASS?

---

Unless you exclude yourself in writing as described in the answer to Section 14, you will be treated as part of the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against HMA or HMC or other related entities or individuals (listed in the Settlement Agreement, which you can view at [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com)) about the legal issues in *this* case if the Settlement is approved. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death; (ii) personal injury; (iii) damage to tangible property other than a Class Vehicle; (iv) subrogation; or (v) any and all claims that relate to something other than a Class Vehicle and the alleged defect here.

If you have any questions about the scope of the legal claims you give up by staying the Settlement Class, you may view Section VI of the Settlement Agreement (available at [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com)) or you can contact the lawyers representing the Settlement Class for free or speak with your own lawyer at your own expense: **PLEASE DO NOT SEND CLAIM FORMS TO CLASS COUNSEL.**

Matthew D. Schelkopf  
**Sauder Schelkopf**  
1109 Lancaster Avenue  
Berwyn, PA 19312  
[mds@sstriallawyers.com](mailto:mds@sstriallawyers.com)  
[www.sauderschelkopf.com](http://www.sauderschelkopf.com)

Nicholas Migliaccio  
**Migliaccio & Rathod**  
412 H Street Northeast, Suite 302  
Washington, D.C. 20002  
[nmigliaccio@classlawdc.com](mailto:nmigliaccio@classlawdc.com)  
[jrathod@classlawdc.com](mailto:jrathod@classlawdc.com)

Daniel C. Levin  
**Levin Sedran & Berman**  
510 Walnut Street, Suite 500  
Philadelphia, PA 19102  
[DLevin@lfsblaw.com](mailto:DLevin@lfsblaw.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 HMA or HMC or other related entities or individuals, on your own, about the legal issues in this case, 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.

---

### 14. HOW DO I GET OUT OF THE SETTLEMENT?

---

To exclude yourself from the Settlement, you must send a letter by U.S. mail (or an express mail carrier) saying that you want to "opt-out of" or "be excluded from" the Class Settlement in *Brown, et al. v. Hyundai Motor America, et al.*, No. 2:18-cv-11249 (D.N.J.). Be sure to include (i) your full name and current address, (ii) the model year and Vehicle Identification Number ("VIN") of your Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state your desire to be excluded from the Settlement and from the Class. You can opt-out via U.S. mail or via email. If by email, you must email your exclusion request no later than April 2, 2021 to: [OptOutandObjections@HMAPistonSettlement.com](mailto:OptOutandObjections@HMAPistonSettlement.com). If by mail, you must mail your exclusion request postmarked no later than April 2, 2021 to PO Box 20849, Fountain Valley, CA 92728.

You can't exclude yourself on the phone or on any website. Please keep a copy of any exclusion (or opting out) letter 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) HMA or HMC or other related entities or individuals in the future about the legal issues in this case.

---

### 15. IF I DON'T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

---

No. Unless you exclude yourself (opting out), you give up the right to sue HMA or HMC and other related entities or individuals for the claims that this Settlement resolves.



If you have a pending lawsuit against HMA, HMC, or the related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the exclusion deadline is April 2, 2021.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in this lawsuit.

---

## **16. 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. But, you may sue, continue to sue, or be part of a different lawsuit against HMA, HMC, and other related entities or individuals for the claims that this Settlement resolves.

## **THE LAWYERS REPRESENTING YOU**

---

### **17. DO I HAVE A LAWYER IN THIS CASE?**

---

The Court has appointed Matthew D. Schelkopf of Sauder Schelkopf LLC, Nicholas A. Migliaccio of Migliaccio & Rathod LLP, and Daniel C. Levin of Levin Sedran & Berman to represent you and other Settlement 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.

---

### **18. HOW WILL THE LAWYERS BE PAID AND WILL THE SETTLEMENT CLASS REPRESENTATIVES RECEIVE SERVICE PAYMENTS?**

---

At a later date, Class Counsel will ask the Court for attorneys' fees, expenses, and service payments to each of the named Class Representatives, Elizabeth Brown, Janeshia Martin, and Nicholas Moore. Class Counsel is requesting \$875,000 for their attorneys' fees, expenses, and service payments, and a total of \$10,000 as service awards for the Class Representatives (\$2,500 to each). It will be up to the Court to decide whether Hyundai 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. Hyundai will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of or in any way reduce the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expense and service awards by visiting the website [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com).

Hyundai will also separately pay the costs to administer the settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

---

### **19. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?**

---

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why 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 PO Box 20849, Fountain Valley, CA 92728.

Your objection letter must include:

- (i) your full name, current address, and current telephone number;
- (ii) (the model year and VIN of your Class Vehicle(s);
- (iii) a statement of the objection(s), including all factual and legal grounds for the position;
- (iv) copies of any documents the objector wishes to submit in support;
- (v) sign and date the objection;
- (vi) a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years
- (vii) if you or your counsel has not made any such prior objection, you must affirmatively so state in the written materials provided with the objection; and
- (viii) whether you intend to appear, in person or by counsel, at the final approval hearing.

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 the above address and postmarked no later than April 2, 2021. 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 and can be barred from speaking at the final approval hearing.

---

## **20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you don't 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 case no longer affects you.

## **THE COURT'S FAIRNESS 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 don't have to.

---

## **21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Fairness Hearing at 11:00 am on April 19, 2021 at the:

U.S. District Court for the District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street, Room 4015  
Newark, NJ 07101.

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 will 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 check [HyundaiPistonEngineSettlement.com](http://HyundaiPistonEngineSettlement.com) for updated information.

---

## **22. DO I HAVE TO COME TO THE FAIRNESS HEARING?**

---

No. Class Counsel will answer any questions Judge Wigenton may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As 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's not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

---

## **23. MAY I SPEAK AT THE FAIRNESS HEARING?**

---

You may ask the Court's permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Brown et al. v. Hyundai Motor America et al.*, No. 2:18-cv-11249 (D.N.J.)" 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 April 2, 2021 and be sent to PO Box 20849, Fountain Valley, CA 92728.

## **IF YOU DO NOTHING**

---

## **24. WHAT HAPPENS IF I DO NOTHING AT ALL?**

---

If you do nothing, you'll get no reimbursements from this Settlement and will not receive the warranty extension if your Class Vehicle is registered in a Warm Weather State, though you will be entitled to the benefits of the warranty extension if your Class Vehicle is registered in a Cold Weather State (if you continue to own or lease your Class Vehicle).

Even if you take no action, you will keep your right to sue Defendants for any other claims not resolved by the Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against HMA, HMC, or other related entities or individuals about the legal issues in this case, ever again.

## **GETTING MORE INFORMATION**

---

## **25. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

---

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which you can view at [HyundaiPistonEngineSettlement.com](https://HyundaiPistonEngineSettlement.com).

Neither Defendants nor the Class Representatives 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.

---

## **26. HOW DO I GET MORE INFORMATION?**

---

You can call (833) 462-8721 toll free or visit [HyundaiPistonEngineSettlement.com](https://HyundaiPistonEngineSettlement.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 Section 13.

**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.**