

CLASS NOTICE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION
In Re: Hyundai and Kia Fuel Economy Litigation, No. MDL 13-2424-GW(FFMx)

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

If you purchased or leased one of the Model Years 2011, 2012 or 2013 Kia vehicles listed in Schedule A at the end of this notice, you could receive a cash payment or other benefits from a class action settlement.

- Lawsuits have been filed against Kia Motors America, Inc. (hereinafter “KMA”) and Kia Motors Corporation claiming that they misrepresented the fuel economy (or miles per gallon estimates) on certain Kia vehicles in the model years 2011, 2012 and 2013 (hereinafter “Class Vehicles” – see the list of vehicles in Schedule A at the end of this Class Notice).
- While KMA has not admitted any wrongdoing, (1) KMA voluntarily established, in November 2012, a Lifetime Reimbursement Program (for details of the program, see answer to Question 8 on page 7), and (2) KMA has entered into a Settlement which, if finally approved by the Court, gives certain current and former owners or lessees of Class Vehicles a lump sum cash payment or other benefits.
- The purpose of this Class Notice is to inform you: 1) of your rights and options under the Settlement; 2) how you can apply for the benefits under the Lifetime Reimbursement Program or the Settlement; 3) what to do if you do not want to participate in the Lifetime Reimbursement Program or the Settlement and want to preserve any rights you might have against KMA arising from the fuel economy claims in the lawsuits; and 4) where you can get additional information if you have questions regarding this Notice, the lawsuits, the Lifetime Reimbursement Program or the Settlement.
- Your legal rights are affected whether you act or don’t act. Please read this entire Notice carefully.
- Although each class member’s situation differs, a potential average maximum settlement benefit for those who elect a lump sum cash payment is \$667. (High mileage drivers may receive greater amounts by participating in the Lifetime Reimbursement Program.)
- If you previously received money under the Lifetime Reimbursement Program initiated by KMA in November 2012, you may still be able to leave the Lifetime Reimbursement Program and submit a claim to receive a lump sum payment from the Settlement instead.
- Many of the lawsuits were also filed against Hyundai Motor America (“HMA”) and Hyundai Motor Company, so the Settlement would resolve claims against these companies too. (For additional information regarding the scope of the Settlement, see the response to Question 12 on page 11.)

AT THIS TIME YOU HAVE THE FOLLOWING OPTIONS:

<p>SUBMIT A CLAIM TO RECEIVE THE UP-FRONT LUMP SUM PAYMENT (OR OTHER BENEFITS) UNDER THE SETTLEMENT IN THE HYUNDAI AND KIA FUEL ECONOMY LITIGATION (HEREINAFTER THE “FUEL ECONOMY LITIGATION”).</p>	<p>The amount of the lump sum payment varies depending upon the year and model of the Kia vehicle that you own(ed) or lease(d), plus certain other factors. For current owners and lessees, the amounts are listed in Schedule A at the end of this document. For former owners and lessees, the amounts are described in the answers to Questions 8 and 9 on pages 7-8. Other Settlement benefits, which include an optional dealer service credit or new car rebate, are described below in this Notice. The lump sum payment and any other Settlement benefits will not be issued until the Court in the <i>Fuel Economy Litigation</i> finally approves the Settlement.</p> <p>To get any compensation under the Settlement, you must submit a claim. The deadline to submit a claim is July 6, 2015.</p>
<p>AS AN ALTERNATIVE TO THE LUMP SUM PAYMENT, SIGN UP FOR THE LIFETIME REIMBURSEMENT PROGRAM IF YOU HAVE NOT ALREADY DONE SO</p>	<p>As an alternative to the lump sum payment provided for in the Settlement, the Lifetime Reimbursement Program provides current and former owners and lessees of Class Vehicles with personalized cash debit card(s), which pay them for the additional fuel costs associated with KMA’s revised figures for the fuel economy estimates of its affected models for as long as they own or lease their Class Vehicles. You can estimate the cash value of your participation in the Lifetime Reimbursement Program by using the reimbursement calculator located at www.KiaMPGClassSettlement.com.</p> <p>If you have already registered for the Lifetime Reimbursement Program, you need not take further action to remain registered. The deadline to register for the Lifetime Reimbursement Program is July 6, 2015.</p>
<p>DO NOTHING</p>	<p>If you do not submit a Settlement claim or register for the Lifetime Reimbursement Program, you will get no payment from the Settlement or any other compensation from Kia for the claims that are the subject of the <i>Fuel Economy Litigation</i>. In addition, you will lose any rights to sue KMA in the future over those fuel economy claims.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you decide that you do not want to receive any benefits from the Settlement, you can submit a request to be excluded from the Settlement as explained in the answer to Questions 13 to 15 on pages 12-13. This is the only option that allows you to keep your rights to sue (or to be part of any other lawsuit that is brought against) KMA in connection with the fuel economy claims that are the subject of this litigation. The deadline to submit a request for exclusion is March 5, 2015.</p> <p>If you are already enrolled in or register for the Lifetime Reimbursement Program by July 6, 2015, you will be able to remain in the program and</p>

If you have questions or want more information, you can:

Visit www.KiaMPGClassSettlement.com

Call 888.952.4827 or

E-mail kiampgsettlement@jncorp.com.

	continue to receive its benefits even if you excluded yourself from the Settlement.
OBJECT TO THE SETTLEMENT	<p>If you do not exclude yourself from the Settlement but have any problems with the terms, procedures or any other aspect of the Settlement, you can submit your objections to the Court by March 5, 2015, and they will be considered at a hearing on whether the Court should give its final approval of the Settlement. The process for objecting to the Settlement is explained more fully in the response to Questions 18-22 on pages 13-15.</p> <p>You may make objections even if you submit a claim for Settlement benefits or enroll (or have enrolled) in the Lifetime Reimbursement Program.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

READ THIS ENTIRE NOTICE CAREFULLY TO DECIDE WHICH PAYMENT OPTION IS BEST FOR YOU.

The Court in charge of this matter still has to decide whether to approve the Settlement. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 5
1. Why should I read this notice?	
2. What are these lawsuits about?	
3. Why are these lawsuits class actions?	
4. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT.....	PAGES 6-7
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
7. Am I still eligible for the Settlement if I received money under the Lifetime Reimbursement Program?	
THE LIFETIME REIMBURSEMENT PROGRAM—WHAT YOU GET.....	PAGE 7
8. What can I receive under the existing Lifetime Reimbursement Program?	
THE SETTLEMENT BENEFITS—WHAT YOU GET.....	PAGES 8-11
9. How do the Settlement benefits that I can receive compare to what I would receive under the Lifetime Reimbursement Program?	
HOW YOU CAN PARTICIPATE IN THE SETTLEMENT.....	PAGES 11
10. How can I participate in the Settlement?	
11. When would I get my Settlement benefits?	
12. What am I giving up to stay in the Class and receive a benefit?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGES 12-13
13. How do I get out of the Settlement?	
14. If I don't exclude myself, can I sue HMA or KMA for the same thing later?	
15. If I exclude myself, can I get benefits from this Settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGES 13
16. Do I have a lawyer in the case?	
17. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGES 13-15
18. How do I tell the Court that I don't like the Settlement?	
19. What's the difference between objecting and excluding?	
20. When and where will the Court decide whether to approve the Settlement?	
21. Do I have to come to the hearing?	
22. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 15
23. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 15-16
24. Are there more details about the Settlement?	
25. How do I get more information?	

BASIC INFORMATION

1. Why should I read this notice?

This notice applies to you if you owned or leased—on or before November 2, 2012—one of the vehicles listed in Schedule A attached to this notice. These vehicles are the subject of more than 50 lawsuits currently pending in a multidistrict litigation (“MDL Litigation”). The Court in charge of the multidistrict litigation is the U.S. District Court for the Central District of California, *In Re: Hyundai and Kia Fuel Economy Litigation*, No. MDL 13-2424-GW (FFMx). The people who sued are called Plaintiffs or Class Representatives, and the companies they sued, HMA and KMA, are called the Defendants.

The Court has ordered this notice to be available to you because you have a right to know about a proposed Settlement, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, KMA will provide payments and other benefits agreed to in the Settlement for certain past and present owners and lessees. This notice explains the litigation, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them. You should read this entire notice.

2. What are these lawsuits about?

On November 2, 2012, KMA issued a statement informing the public that it was voluntarily decreasing the fuel economy ratings of each Class Vehicle. KMA simultaneously announced that it was instituting a lifetime reimbursement program (hereinafter “Lifetime Reimbursement Program”) to compensate affected vehicle owners and lessees for the additional fuel costs associated with the lowered fuel economy ratings.

The lawsuits claim that, prior to November 2, 2012, the fuel economy ratings for the Class Vehicles were misrepresented. Plaintiffs claim that, because of the alleged misrepresentation, they and others purchased vehicles they otherwise would not have purchased or paid more for the vehicles than they otherwise would have paid. Plaintiffs also claim that the Lifetime Reimbursement Program is inadequate. KMA denies Plaintiffs’ allegations.

3. Why are these lawsuits class actions?

In a class action, people called “Class Representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members.” The Court has determined that the Class Representatives may pursue legal claims and enter into the Settlement on behalf of the entire Class, except those that choose to exclude themselves from the Settlement (this is described more fully in Questions 13 through 15 on page 12-13).

4. Why is there a Settlement?

The Class Representatives and the 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 KMA from liability. The Settlement does not mean that KMA broke any laws and/or did anything wrong, and the Court did not decide which side was right. The Class Representatives

and the Defendants entered into a Settlement Agreement (and a later Amended Settlement Agreement), which have been 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 interests of all Class Members.

This notice summarizes the terms of the Settlement. The Amended Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties and are available at the website www.KiaMPGClassSettlement.com. If there is any conflict between this notice and the Amended Settlement Agreement, the Amended Settlement Agreement governs.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

Persons covered by the Settlement includes any current or former owner or lessee of a Class Vehicle who was the owner or lessee, on or before November 2, 2012, of such Class Vehicle that was registered in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) Rental Fleet Owners; (ii) government entities, except to the extent that a government entity is the owner or lessee of a Fleet Class Vehicle (in which case such government entity is not excluded from the Class); (iii) judges assigned to the MDL Litigation, including the judge or judges assigned to any lawsuit prior to the transfer of that lawsuit to the MDL Litigation; and (iv) persons who have previously executed a release of KMA that includes a claim concerning the fuel economy of a Class Vehicle.

“Rental Fleet Owner” means an owner of one or more Fleet Class Vehicles that are available to be rented or leased.

“Fleet Class Vehicle” means a Class Vehicle purchased by a governmental entity, corporation, or person that negotiated the purchase terms directly with KMA, as opposed to one of their authorized dealers, provided that any Fleet Vehicle that KMA agreed to repurchase at a later date is excluded from the Class.

The “Class Vehicles” are the Model Year 2011, 2012 and 2013 Kia vehicles listed in Schedule A attached to this notice.

6. I’m still not sure if I am included.

If you are still not sure whether you are included in this class, you can ask for free help. You can visit the website at www.KiaMPGClassSettlement.com. You can also call 888.952.4827 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.)

7. Am I still eligible for the Settlement if I received money under the Lifetime Reimbursement Program?

In November 2012, KMA initiated the Lifetime Reimbursement Program to reimburse certain current and former owners and lessees of the Class Vehicles for the additional fuel costs associated with the fuel economy ratings that were adjusted downward on November 2, 2012. If you received reimbursement pursuant to this Lifetime Reimbursement Program (or if you receive such reimbursement in the future), you will still be a member of the Class.

You will not be a member of this Class if you exclude yourself from the Class (see Question 13 on page 7: “How do I get out of the Settlement?”). If you do exclude yourself, you can keep any reimbursement you already received and you may continue receiving reimbursements pursuant to the Lifetime Reimbursement Program in the future, but you will not have the right to share in the benefits offered in the Settlement.

THE LIFETIME REIMBURSEMENT PROGRAM—WHAT YOU GET

8. What can I receive under the existing Lifetime Reimbursement Program?

Pursuant to the Lifetime Reimbursement Program, owners and lessees who owned or leased their Class Vehicle on or before November 2, 2012, are eligible to receive a personalized debit card that reimburses them for the additional fuel costs associated with the fuel economy ratings that were adjusted downward on November 2, 2012. The reimbursement formula is based on three factors: (1) the number of miles a Class Vehicle has been driven; (2) the difference between the original and revised combined fuel economy ratings of the vehicle, in miles per gallon; and (3) a 52-week average fuel price for the area in which the owner lives, based on U.S. Energy Information Association data. In addition, KMA adds an extra 15% to the payment amount. Former owners and lessees of the Class Vehicles are eligible to receive a one-time reimbursement using this formula. Current owners and lessees are eligible to receive a reimbursement for prior accumulated mileage, as well as periodic future reimbursement as the Class Vehicle accumulates mileage in the future. In order to obtain reimbursement for mileage travelled after the period initially covered by the debit card, you would have to go to an authorized Kia dealership to verify those additional miles.

If you register for the Lifetime Reimbursement Program, you will be eligible to receive benefits for as long as you own or lease your Class Vehicle.

Detailed information about the Lifetime Reimbursement Program, including a reimbursement calculator that provides a reimbursement estimate, is available at www.KiaMPGClassSettlement.com. To participate in the Lifetime Reimbursement Program, eligible owners and lessees who have not already registered must register by July 6, 2015. If you are already registered for the Lifetime Reimbursement Program, you do not need to take any further action to remain in the program.

As outlined below, you can now elect whether to remain in (or register for) the Lifetime Reimbursement Program or whether to receive a Lump Sum Payment under the Settlement.

THE SETTLEMENT BENEFITS -WHAT YOU GET

9. How do the Settlement benefits that I can receive compare to what I would receive under the Lifetime Reimbursement Program?

Class Members have two options:

1. **Lump Sum Payment.** Rather than participating (or continuing to participate) in the Lifetime Reimbursement Program (described above), you can elect to receive a Lump Sum Payment under the Settlement. A Lump Sum Payment provides compensation in one payment, without the need for additional dealer visits or paperwork. The amount of each Lump Sum Payment is determined by your Class Vehicle and what type of Class Member you are, which is explained below. For current owners and lessees, the Lump Sum Payment amounts are listed in Schedule A at the end of this document. Former owners and lessees are eligible to receive a Lump Sum Payment with the same cash value that they would receive under the Lifetime Reimbursement Program. All those eligible for a Lump Sum Payment can instead choose whether to receive a Dealer Service Debit Card or a New Car Rebate Certificate in larger amounts than a Cash Debit Card (as described in STEP 2 below). You must submit a claim to get the Lump Sum Payment.
2. **Lifetime Reimbursement Program.** You can participate in the Lifetime Reimbursement Program instead of receiving a Lump Sum Payment under the Settlement. Instructions for estimating the amount you could potentially receive under the Lifetime Reimbursement Program are provided in Step 3 on pages 10-11 below. If you have not previously registered for the Lifetime Reimbursement Program, you can do so by visiting www.KiaMPGClassSettlement.com. If you are already registered for the Lifetime Reimbursement Program, you do not need to take any further action to remain in the program.

To make your election, you may want to consider the benefits available under the Lifetime Reimbursement Program versus the Settlement for your particular Class Vehicle and your other personal circumstances. The following steps will assist you in determining what is available to you. The amounts of your potential benefits can also be viewed by visiting www.KiaMPGClassSettlement.com.

STEP 1: Determine What Type of Class Member You Are:

If you...

Purchased your Class Vehicle as a new vehicle on or before November 2, 2012 and you still owned it as of December 23, 2013, you are considered a **Current Original Owner**.

Purchased your Class Vehicle as a used vehicle on or before November 2, 2012 and you still owned it as of December 23, 2013, you are considered a **Current Non-Original Owner**.

Purchased your Class Vehicle on or before November 2, 2012 and you no longer owned it as of December 23, 2013, you are considered a **Former Owner**.

If you have questions or want more information, you can:

Visit www.KiaMPGClassSettlement.com

Call 888.952.4827 or

E-mail kiampgsettlement@jncorp.com.

Leased your Class Vehicle on or before November 2, 2012 and you still leased it as of December 23, 2013, you are considered a **Current Lessee**.

Leased your Class Vehicle on or before November 2, 2012 and you no longer leased or owned it as of December 23, 2013, you are considered a **Former Lessee**.

Purchased your Fleet Class Vehicle (defined above) on or before November 2, 2012 and you still owned it as of December 23, 2013, provided that KMA had not agreed to repurchase such Class Vehicle at a later date, you are considered a **Current Fleet Owner**.

Purchased your Fleet Class Vehicle (defined above) on or before November 2, 2012 and you no longer owned it as of December 23, 2013, provided that KMA had not agreed to repurchase such Class Vehicle at a later date, you are considered a **Former Fleet Owner**.

This information can also be found at www.KiaMPGClassSettlement.com.

STEP 2: Determine the Value of Your Lump Sum Payment:

If you are a Current Original Owner, Current Non-Original Owner, Current Fleet Owner, or Current Lessee, refer to Schedule A for the amount that corresponds to your vehicle and Class Member type.

If you are a Former Owner, Former Fleet Owner, or Former Lessee, you are entitled to a Lump Sum Payment with the same cash value that you would receive pursuant to the Lifetime Reimbursement Program. As further explained in Step 3 on pages 10-11, you can determine this cash value by using the reimbursement calculator located at www.KiaMPGClassSettlement.com.

Lump Sum Payments may be claimed in three different ways: (1) as a Cash Debit Card at 100% cash value of the amount listed on Schedule A; (2) a Dealer Service Debit Card valued at 150% of the amount listed on Schedule A; or (3) a New Car Rebate Certificate valued at 200% of the amount listed on Schedule A. Details regarding each option are provided in Table 1 below.

After determining the value of the form of compensation set forth in Table 1 below, a deduction will be made for any amounts already received from the Lifetime Reimbursement Program. If you have questions regarding how much you may have already received under the Lifetime Reimbursement Program, e-mail kiampgsettlement@jnrcorp.com or call 888.952.4827.

Table 1
Lump Sum Payments

<ul style="list-style-type: none">• Option 1 Cash Debit Card<ul style="list-style-type: none">○ 100% of cash value of Lump Sum Payment (minus amounts already received from Lifetime Reimbursement Program)○ May be used like a credit card or at an ATM○ No issuer-imposed restrictions that would prevent a recipient transferring the entire balance of the debit card to a checking or other bank account○ Non-transferrable○ Expires one year after it is issued
<ul style="list-style-type: none">• Option 2 Dealer Service Debit Card<ul style="list-style-type: none">○ 150% of amount that otherwise would be paid as a Cash Debit Card (minus amounts already received from Lifetime Reimbursement Program)○ May only be used at an authorized Kia dealer (for Settlement Class Members who own(ed) or lease(d) Kia Class Vehicles) in payment towards merchandise, parts or service○ Non-transferrable○ Expires two years after it is issued
<ul style="list-style-type: none">• Option 3 New Car Rebate Certificate<ul style="list-style-type: none">○ 200% of the amount that otherwise would be paid as a Cash Debit Card (minus amounts already received from Lifetime Reimbursement Program)○ May only be used toward the purchase of a new Kia vehicle (for Settlement Class Members who own(ed) or lease(d) Kia Class Vehicles).○ Non-transferrable, except that it may be transferred to a family member (child, parent or sibling)○ Expires three years after it is issued.

The value of any Cash Debit Card, Dealer Service Debit Card, or New Car Rebate Certificate shall remain the property of the issuer, KMA, unless and until it is expended by the Settlement Class Member. Upon expiration of any Cash Debit Card, Dealer Service Debit Card, or New Car Rebate Certificate, any unexpended funds shall remain the permanent property of the issuer (KMA). No issuer fees will be imposed on the recipient of a Cash Debit Card, Dealer Service Debit Card, or New Car Rebate Certificate. If a Cash Debit Card, Dealer Service Debit Card, or New Car Rebate Certificate is lost or destroyed, the unused portion will be replaced upon request. However, KMA accepts no responsibility for replacing any portion of a card or certificate that was used on or before the date that a request for replacement is received. Re-issuance of any card or certificate will not affect the original expiration date.

STEP 3: Estimate Your Lifetime Reimbursement Program Compensation:

The Lifetime Reimbursement Program is summarized in the response to Question 8 on page 7.

Detailed information about the Lifetime Reimbursement Program, including a reimbursement calculator that provides a reimbursement estimate, is available at www.KiaMPGClassSettlement.com. High mileage drivers may receive greater amounts from the Lifetime Reimbursement Plan. If you are already participating in the Lifetime Reimbursement Program, you do not need to take any further action to remain in the program.

HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

10. How can I participate in the Settlement?

If you wish to receive the benefits offered under this Settlement, then you will be required to submit a claim by July 6, 2015. You can submit your claim electronically at www.KiaMPGClassSettlement.com or you can mail, fax or e-mail a claim form, which you can obtain at www.KiaMPGClassSettlement.com or by calling 888.952.4827.

11. When would I get my Settlement benefits?

The Hon. George H. Wu, U.S. District Court Judge, will hold a hearing on June 11, 2015, at 9:30 a.m. at the U.S. District Court for the District of Central California, Western Division, 312 North Spring Street, Los Angeles, CA 90012-4793, to decide whether to approve this Settlement. (The hearing may be rescheduled without further notice. To obtain updated scheduling information, see the response to Question 20 on page 14.) If the Court approves the Settlement, there may be appeals afterwards. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You may continue to check on the progress of the Settlement by visiting the website www.KiaMPGClassSettlement.com or calling 888.952.4827. Payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision have not overturned that approval. Payments under the Lifetime Reimbursement Program have already begun and will continue regardless of the settlement approval process.

12. What am I giving up to stay in the Class and receive a benefit?

Unless you exclude yourself in writing as described in the answer to Question 13, below, you will be treated as part of the Class Action Settlement. That means that you can't sue, continue to sue, or be part of any other lawsuit against HMA, KMA, Hyundai America Technical Center, Inc. (also doing business as Hyundai-Kia America Technical Center), Hyundai Motor Company, Kia Motors Corporation, all affiliates of the Hyundai Motor Group, or any other related entity or person 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) personal injury; (ii) damage to property other than to a Class Vehicle; or (iii) any and all claims that pertain to something other than a Class Vehicle.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, but you want to keep the right to sue or continue to sue HMA or KMA, on your own, about the legal issues in this case, then you must take steps to get out. This is called "excluding yourself" - or it is sometimes referred to as "opting out" of the Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to "opt-out" or "be excluded from the Settlement." Be sure to include your name, address, telephone number, your signature, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and refer to the case as *In Re: Hyundai and Kia Fuel Economy Litigation*, No. MDL 13-2424-GW(FFMx) (C.D. Cal.). You must mail your exclusion request postmarked no later than March 5, 2015 to the following address:

Class Counsel:

Robert B. Carey
Hagens Berman Sobol Shapiro LLP
11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003

You can't exclude yourself on the phone or by e-mail. Please keep for your records a copy of any exclusion (or opting out) letter.

If you ask to be excluded, you will not qualify for any of the Settlement benefits, and you cannot object to the Settlement. You will also 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) KMA and the related entities listed in the response to the prior question.

14. If I don't exclude myself, can I sue HMA or KMA for the same thing later?

Unless you exclude yourself, you give up the right to sue HMA, KMA, Hyundai America Technical Center, Inc., (also doing business as Hyundai-Kia America Technical Center), Hyundai Motor Company, Kia Motors Corporation, all affiliates of the Hyundai Motor Group, and any other related entity or person for the claims that this Settlement resolves.

If you have a pending lawsuit against HMA, KMA, or the related entities listed in the prior paragraph, speak to your lawyer who represents you in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the exclusion deadline is March 5, 2015.

15. If I exclude myself, can I get benefits from this Settlement?

If you exclude yourself, you will not be eligible for benefits under the Settlement.

If you exclude yourself, you can still participate in the Lifetime Reimbursement Program (including by keeping any reimbursement you already received and continuing to receive reimbursement pursuant to the Lifetime Reimbursement Program for as long as you own or lease the vehicle), as long as you have registered for the Lifetime Reimbursement Program by July 6, 2015.

If you exclude yourself, you will not be prohibited by this Settlement from suing, continuing to sue, or being part of a different lawsuit against KMA and the other legal entities listed above in Question 14 concerning the legal issues in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Class Representatives have asked the Court to appoint their lawyers, the law firms of Hagens Berman Sobol Shapiro LLP and McCuneWright, LLP, as Class Counsel to represent you and the Class. Together, the lawyers are called Class Counsel. The Court has granted that request. You will not be charged for any fees or costs of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of no more than \$12 million. The Court may award less than this amount. Court-Appointed Liaison Counsel and Plaintiffs' counsel representing other persons who filed lawsuits against the Defendants are also expected to ask the Court for attorneys' fees and expenses. It will be up to the Court to decide whether the Defendants will be ordered to pay any of those fees or expenses. You can obtain updated information about attorneys' fees and costs requests by visiting www.KiaMPGClassSettlement.com. The Defendants will separately pay any and all of the attorneys' fees and expenses that the Court awards. The Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs and attorneys' fees and expenses will not diminish (or be taken from) the settlement funds available to class members.

OBJECTING TO THE SETTLEMENT

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

18. How do I tell the Court that I don't like the Settlement?

If you stay in the Class, you can object to the Settlement if you don't like any part of it. The Court can only approve or deny the settlement. The Court cannot order that the parties agree to a different settlement. If the Court denies approval, no Settlement benefits will be available at this time and the

lawsuit will continue. You should give reasons why you think the Court should not approve the Settlement or why you object to any part of it. The Court will consider your views.

To object, you must send a letter saying that you object to the Settlement in *In Re: Hyundai and Kia Fuel Economy Litigation*, No. MDL 13-2424-GW(FFMx) (C.D. Cal.). Be sure to include your name, address, telephone number, your signature, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and the reasons you object to the Settlement. Mail the objection to the following address with a postmark no later than March 5, 2015 to:

Liaison Counsel:

Eric H. Gibbs, Esq.
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108

19. What's 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 Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Approval Hearing on June 11, 2015, at 9:30 a.m. before the Hon. George H. Wu in the U.S. District Court for the District of Central California, Western Division, 312 North Spring Street, Los Angeles, CA 90012-4793. He will decide if 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 Class Counsel and any other attorneys should be paid. 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. Updated scheduling information is available in person at the office of the Clerk of Court at the above address during regular business hours or from the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>. You can also visit www.KiaMPGClassSettlement.com.

21. Do I have to come to the hearing?

You do not have to come to the hearing. Class Counsel will answer any questions Judge Wu may have. But you are welcome to come at your own expense. If you send a written objection, you don't 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 pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Settlement Approval Hearing. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If, in addition to submitting a written objection, you do wish to speak at the Final Settlement Approval Hearing, you must send a letter saying that it is your "Notice of Intention to Appear in *In Re: Hyundai and Kia Fuel Economy Litigation*, No. MDL 13-2424-GW(FFMx)." Be sure to include your name, address, telephone number, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and your signature. Your Notice of Intention to Appear must be postmarked no later than March 5, 2015, and be sent to the Clerk of the Court at the address listed in the response to Question 20 on page 14). You can retain your own attorney to speak on your behalf, but you will be responsible for paying that attorney.

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will remain in the Class but will not receive any benefits from the Settlement. In order to receive compensation, you must either submit a claim or participate in the Lifetime Reimbursement Program.

If you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KMA or any of the other entities listed in the response to Question 14 on page 12 concerning the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement. You can get a copy of the Amended Settlement Agreement by writing to Class Counsel at the address listed in the response to Question 13 on page 12 or you can download a copy online by visiting www.KiaMPGClassSettlement.com or request a copy by calling 888.952.4827. Neither the Defendants nor the Class Representatives make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement or under the Lifetime Reimbursement Program. Consult your tax adviser for any tax questions you may have.

25. How do I get more information?

15

If you have questions or want more information, you can:

Visit www.KiaMPGClassSettlement.com

Call 888.952.4827 or

E-mail kiampgsettlement@jncorp.com.

You can visit the website at www.KiaMPGClassSettlement.com where you will find answers to common questions about the Settlement, plus other information to help you determine whether you are a member of the Class and whether you are eligible for the benefits offered in the Settlement. If the website does not contain the information you are looking for, you can also call toll-free at 888.952.4827. You may also contact the Class Counsel listed in the response to Question 13 on page 12.

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.

BY ORDER OF:

Hon. George H. Wu
U.S. District Court for the Central District of California

If you have questions or want more information, you can:

Visit www.KiaMPGClassSettlement.com

Call 888.952.4827 or

E-mail kiampgsettlement@jnrcorp.com.

SCHEDULE A

VEHICLES AND CASH DEBIT CARD PAYMENT AMOUNTS

Vehicle Model	Current Original Owner Retail	Current Non-Original Owner	Current Lessee	Current Fleet
2013 Model Year				
2013 Rio (A-6, 1.6L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Rio (M-6, 1.6L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Rio Eco (A-6, 1.6L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Sorento 2WD (A-6, 2.4L, GDI)	\$235.00	\$118.00	\$135.00	\$125.00
2013 Sorento 4WD (A-6, 2.4L, GDI)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Soul (A-6, 1.6L, 4cyl.)	\$710.00	\$355.00	\$410.00	\$370.00
2013 Soul (A-6, 2.0L, 4cyl.)	\$1,420.00	\$710.00	\$820.00	\$740.00
2013 Soul (M-6, 1.6L, 4cyl.)	\$710.00	\$355.00	\$410.00	\$370.00
2013 Soul (M-6, 2.0L, 4cyl.)	\$950.00	\$475.00	\$545.00	\$495.00
*2013 Soul Eco (A-6, 1.6L, 4cyl.)	-	-	-	-
2013 Soul Eco (A-6, 2.0L, 4cyl.)	\$1,185.00	\$593.00	\$685.00	\$615.00
2013 Sportage 2WD (A-6, 2.0L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Sportage 2WD (A-6, 2.4L, 4cyl.)	\$235.00	\$118.00	\$135.00	\$125.00
*2013 Sportage 2WD (M-6, 2.4L, 4cyl.)	-	-	-	-
2013 Sportage 4WD (A-6, 2.0L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
2013 Sportage 4WD (A-6, 2.4L, 4cyl.)	\$475.00	\$238.00	\$275.00	\$245.00
*2013 Sportage 4WD (M-6, 2.4L, 4cyl.)	-	-	-	-
2012 Model Year				
2012 Optima Hybrid	\$235.00	\$118.00	\$135.00	\$125.00
2012 Rio (A-6, 1.6L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Rio (M-6, 1.6L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Sorento 2WD (A-6, 2.4L, GDI/SIDI)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Sorento 4WD (A-6, 2.4L, GDI)	\$410.00	\$205.00	\$230.00	\$210.00
2012 Soul (A-6, 1.6L, 4cyl.)	\$715.00	\$358.00	\$405.00	\$375.00
2012 Soul (A-6, 2.0L, 4cyl.)	\$1,170.00	\$585.00	\$660.00	\$610.00
2012 Soul (M-6, 1.6L, 4cyl.)	\$950.00	\$475.00	\$535.00	\$495.00
2012 Soul (M-6, 2.0L, 4cyl.)	\$935.00	\$468.00	\$525.00	\$485.00
*2012 Soul Eco (A-6, 1.6L, 4cyl.)	-	-	-	-
*2012 Soul Eco (A-6, 2.0L, 4cyl.)	-	-	-	-
2012 Sportage 2WD (A-6, 2.0L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Sportage 2WD (A-6, 2.4L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Sportage 2WD (M-6, 2.4L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
2012 Sportage 4WD (A-6, 2.0L, 4cyl.)	\$95.00	\$48.00	\$55.00	\$50.00
2012 Sportage 4WD (A-6, 2.4L, 4cyl.)	\$475.00	\$238.00	\$265.00	\$245.00
*2012 Sportage 4WD (M-6, 2.4L, 4cyl.)	-	-	-	-
2011 Model Year				
2011 Optima Hybrid	\$170.00	\$85.00	\$85.00	\$90.00
* There are no reported volumes for these vehicles.				