

Hyundai-Kia Airbag Control Unit Settlement Notice

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

Cash payments of up to \$350 and other benefits are available for eligible current and former owners and lessees of certain Hyundai and Kia vehicles.

Hyundai Motor Company, Hyundai Motor America, Kia Corporation, Kia America, Inc., Hyundai Mobis Co., Ltd., and Mobis Parts America, LLC (together, “Settling Defendants”) have agreed to a proposed class action settlement to resolve claims in a lawsuit called *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK (the “Settlement”).¹

The lawsuit alleges that the Hyundai and Kia Class Vehicles (defined below) contain defective ZF-TRW airbag control units (“ZF-TRW ACUs”) that are vulnerable to a condition called electrical overstress, which may cause the vehicles’ airbags and other safety features to fail during a collision.

The Settling Defendants deny the allegations in the lawsuit but have agreed to this Settlement to resolve the case. The Court has not decided who is right. The purpose of this Notice is to provide you with important information about this Settlement so you may decide what to do. **Your legal rights under this Settlement are affected even if you do nothing, so please read this Notice carefully.**

If approved, this Settlement will provide a \$62.1 million Settlement Amount, which includes cash compensation and other benefits for eligible current and former owners and lessees of Hyundai and Kia Class Vehicles. The available benefits depend in part on whether a Class Vehicle is a Recalled Vehicle or Unrecalled Vehicle. The Settlement benefits include:

1. Reimbursement for certain reasonable out-of-pocket expenses related to the Recalls;
2. Residual distribution payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles;
3. A New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order;
4. A robust inspection program;
5. An outreach program designed to increase Recall Remedy completion rates; and
6. A potential rental car reimbursement, loaner vehicle, and outreach program for any related future ZF-TRW ACU recall(s) affecting the Unrecalled Vehicles.

You may be eligible for these benefits if on or before **April 14, 2025**, you own, lease, or previously owned or leased a Hyundai or Kia Class Vehicle. The Hyundai and Kia Class Vehicles are the:

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

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- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;
- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona.

To determine whether your vehicle is a Hyundai or Kia Class Vehicle, please visit the Settlement Website, www.ACUSettlement.com, which contains a Vehicle Identification Number (“VIN”) lookup tool to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class will request up to 33% of the Settlement Amount (*i.e.*, up to \$20,493,033.30) in attorneys’ fees and costs. They will also seek service awards of up to \$2,500 for each of the Settlement Class Representatives who brought this lawsuit (the “Class Representative Service Awards”). If approved by the Court, the attorneys’ fees and costs, and Class Representative Service Awards will be paid out of the Settlement Fund.

This Notice provides a summary of this Settlement, and it is important that you review it carefully to understand your legal rights.

The full details of this Settlement, including the Settlement Agreement and other important case documents, are available at www.ACUSettlement.com. Please visit the Settlement Website regularly for further updates about the Settlement.

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BASIC INFORMATION

1. WHAT IS THIS NOTICE AND LAWSUIT ABOUT?

The federal court overseeing this case authorized this Notice to inform you about a proposed class action settlement in a lawsuit known as *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK. The case is pending before the Honorable John A. Kronstadt in the United States District Court for the Central District of California.

Plaintiffs Larae Angel, Bobbi Jo Birk-LaBarge, John Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville, Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones, Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten (together, the “Settlement Class Representatives”) allege that Hyundai and Kia designed and sold vehicles with a defective ZF-TRW ACU. The ZF-TRW ACU is an electrical component that controls the functions of various safety features, including airbags.

The Settlement Class Representatives allege the ZF-TRW ACUs in the Hyundai and Kia Class Vehicles are vulnerable to an electrical overstress condition that can cause the vehicles’ airbags and other passenger safety systems to malfunction during a collision, which may result in airbag non-deployment or other safety failures. *See Question 2* below for a list of the Hyundai and Kia Class Vehicles.

No party has been found liable for any claims alleged in the lawsuit. The Settling Defendants deny all claims and allegations of wrongdoing in the lawsuit. The Court has not decided who is right. Instead, the Parties have agreed to this Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice explains the litigation, this Settlement, and your legal rights and options under it. If you have any questions, please visit www.ACUSettlement.com or contact the Settlement Notice Administrator at 1-866-287-0740 or HKinfo@ACUSettlement.com.

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YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

<p>FOR CLASS MEMBERS WITH RECALLED VEHICLES, FILE A CLAIM FOR REIMBURSEMENT</p>	<p>This Settlement reimburses Class Members with Recalled Vehicles for certain reasonable out-of-pocket expenses they incurred in completing the Recalls.</p> <p>The reimbursement covers the following expenses: (a) reasonable unreimbursed rental car expenses for a rental car that is of a type that is comparable to the Class Member's Recalled Vehicle and transportation expenses incurred while awaiting completion of the Recall Remedy from a Hyundai and Kia Dealer, for a reasonable time that correlates with the time during which the Recall Remedy is being performed; (b) reasonable towing charges to a Hyundai and Kia Dealer for completion of the Recall Remedy; (c) reasonable childcare expenses incurred during the time in which the Recall Remedy is being performed on the Recalled Vehicle by the Hyundai and Kia Dealer; (d) reasonable unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and (e) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Recalled Vehicle to/from a Hyundai and Kia Dealer for performance of the Recall Remedy.</p> <p>Please refer to Questions 5-6 below for more information about the eligible out-of-pocket expenses.</p> <p>You may submit a claim for reimbursement of out-of-pocket expenses at www.ACUSettlement.com. The deadline to submit your reimbursement claim is March 29, 2027. Please refer to Question 7 for details on how to submit a claim.</p>
<p>SUBMIT A CLAIM FOR A RESIDUAL PAYMENT OF UP TO \$350 PER CLASS MEMBER FOR RECALLED VEHICLES AND \$150 FOR UNRECALLED VEHICLES</p>	<p>You may submit a claim for a residual distribution payment. These payments will be up to \$350 for Recalled Vehicles and up to \$150 for Unrecalled Vehicles. Residual distribution payments will be distributed on a <i>per capita</i> basis and will be determined after all eligible reimbursement claims are paid.</p> <p>The residual distribution payment is available to each Class Member who submits a Claim Form, which means you do not need to have a Recalled Vehicle (as long as you own an Unrecalled Vehicle) to be eligible for the residual distribution payment. You also may submit a claim for the residual distribution payment regardless of whether you incurred any out-of-pocket expenses relating to the Recalls.</p> <p>Please refer to Question 11 below for details on the residual distribution payment.</p> <p>You may submit a claim for the residual distribution payment at www.ACUSettlement.com. The deadline to submit your claim is March 29, 2027.</p>

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<p>FOR CLASS MEMBERS WITH RECALLED VEHICLES, COMPLETE THE RECALL AND RECEIVE THE NEW PARTS WARRANTY</p>	<p>For Recalled Vehicles, Hyundai and Kia will provide a New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order.</p> <p>The New Parts Warranty will cover repairs or replacement (including parts and labor) that become necessary due to a defect in a new part installed pursuant to the Recalls. If you have a Recalled Vehicle that has already completed a Recall, you do not need to do anything to obtain the New Parts Warranty. If your Recalled Vehicle has not yet completed a Recall, you must do so to receive the New Parts Warranty.</p> <p>If you have an Unrecalled Vehicle, the New Parts Warranty does not apply to your vehicle.</p> <p>Please refer to Question 13 below for details on the New Parts Warranty.</p>
<p>REQUEST EXCLUSION</p>	<p>If you wish to exclude yourself from this Settlement, you must submit a written request to exclude yourself from, or “opt out” of, the Settlement, by August 25, 2025. If you do so, you will not receive any of the benefits offered under this Settlement, but you will preserve your rights to sue the Settling Defendants over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to this Settlement.</p> <p>Please refer to Questions 20-22 for further detail.</p>
<p>OBJECT</p>	<p>If you wish to object to this Settlement, you may write to the lawyers in this case and the Court, and explain what you believe is unfair, unreasonable, or inadequate about the Settlement. You must submit your objection by August 25, 2025. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 25 and 26 for further details.</p> <p>If you object to the Settlement, you may ask to speak in Court about the fairness of the Settlement at the Fairness Hearing. Please refer to Questions 27-29 for further details.</p>
<p>DO NOTHING</p>	<p>If you are a Class Member and choose to do nothing, you will not receive certain benefits provided under this Settlement, and you will give up your right to sue or continue to sue the Settling Defendants for the claims in this case.</p>

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WHO IS IN THE CLASS?

2. AM I PART OF THE CLASS?

The Class consists of all persons or entities who or which, on **April 14, 2025**, own or lease, or previously owned or leased, Hyundai and Kia Class Vehicles that were originally sold or leased in the United States or any of its territories or possessions.

To check whether you have a Hyundai or Kia Class Vehicle, please enter your Vehicle Identification Number (“VIN”) in the VIN lookup tool found at www.ACUSettlement.com.

If you do not know your VIN, please check the driver’s side dashboard and/or driver’s side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone so you have easy access to the number when you’re filing a claim.

Eligibility will be determined by VIN. The Hyundai and Kia Class Vehicles are the:

- 2011-2019 Hyundai Sonata;
- 2011-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- 2010-2013 Kia Forte;
- 2010-2013 Kia Forte Koup;
- 2011-2020 Kia Optima;
- 2011-2016 Kia Optima Hybrid; and
- 2011-2012, 2014 Kia Sedona.

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit www.ACUSettlement.com, or call toll-free at 1-866-287-0740.

3. IS ANYONE EXCLUDED FROM THE SETTLEMENT?

The following entities and individuals are excluded from the Settlement Class:

- Hyundai and Kia, their officers, directors, employees, and outside counsel; their affiliates and affiliates’ officers, directors, and employees; their distributors and distributors’ officers and directors; and Hyundai’s and Kia’s Dealers and their officers and directors;
- Hyundai Mobis Co., Ltd. and Mobis Parts America, LLC, their officers, directors employees, and outside counsel, and their affiliates and affiliates’ officers, directors, and employees;
- Settlement Class Counsel, Plaintiffs’ counsel, and their employees;
- Judicial officers and their immediate family members and associated court staff assigned to this case;

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- Persons or entities who previously released their economic loss claims with respect to the issues raised in the Action in an individual settlement with Hyundai and Kia, with Hyundai Mobis Co., Ltd. or Mobis Parts America, LLC, or with any of them; and
- Persons or entities who or which timely and properly exclude themselves from the Class.

For more information, please review the Settlement Agreement available at www.ACUSettlement.com.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

4. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, this Settlement will provide \$62,100,100 in payments and credits (the “Settlement Amount”). The Settlement Amount will fund numerous Settlement benefits for eligible Class Members.

The Settlement benefits include:

1. Reimbursement for certain reasonable out-of-pocket expenses related to the Recalls;
2. Residual distribution payments of up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles for Class Members who submitted out-of-pocket claims or filed a claim for a residual payment, including those who own or lease Unrecalled Vehicles;
3. A New Parts Warranty for the new parts installed pursuant to the Recalls to address potential airbag non-deployment due to electrical overstress for ten (10) years from the date of the Preliminary Approval Order.
4. A robust inspection program.
5. An outreach program designed to increase Recall Remedy completion rates; and
6. A future rental car reimbursement, loaner vehicle, and outreach program.

Questions 5-15 below describe in detail the various benefits available to Class Members.

5. HOW DOES THE OUT-OF-POCKET REIMBURSEMENT CLAIMS PROCESS WORK?

Hyundai recalled the following Hyundai Class Vehicles in NHTSA Recall No. 18V-137:

- Certain 2011-2013 Hyundai Sonata; and
- Certain 2011-2012 Hyundai Sonata Hybrid.

Kia recalled the following Kia Class Vehicles in NHTSA Recall No. 18V-363:

- 2010-2012 and certain 2013 Kia Forte;
- 2010-2012 and certain 2013 Kia Forte Koup;
- 2011-2012 and certain 2013 Kia Optima;
- 2011-2012 Kia Optima Hybrid; and

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- 2011-2012 Kia Sedona.

If you own(ed) or lease(d) one of these Recalled Vehicles you may seek reimbursement for certain reasonable out-of-pocket expenses that you incurred to complete the Recalls, as follows:

- Unreimbursed rental car expenses for a rental car comparable to your Recalled Vehicle, or other transportation expenses you incurred, while awaiting completion of the Recall Remedy from a Hyundai or Kia Dealer;
- Towing charges to a Hyundai or Kia Dealer for completion of the Recall Remedy;
- Childcare expenses incurred while the Recall Remedy was or is being performed on your Recalled Vehicle by the Hyundai and Kia Dealer;
- Unreimbursed out-of-pocket costs associated with repairing ZF-TRW ACUs; and
- Lost wages resulting from lost time from work directly associated with the drop off and/or pickup of your Recalled Vehicle to/from a Hyundai or Kia Dealer for performance of the Recall Remedy.

You must submit a claim by **March 29, 2027**, to seek reimbursement for your out-of-pocket expenses. After you submit your claim, the court-appointed Settlement Special Administrator will review your claim to verify your out-of-pocket expenses and determine the reimbursement payment you will be eligible to receive. The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses shall be final and not appealable.

For more information about how to submit a claim, please review **Question 6** below.

6. CAN I SUBMIT A CLAIM FOR OUT-OF-POCKET EXPENSES IF THE ZF-TRW ACU IN MY HYUNDAI OR KIA CLASS VEHICLE HAS NOT BEEN RECALLED?

You cannot submit a claim for reimbursement of out-of-pocket expenses if your Hyundai and Kia Class Vehicle has not been recalled due to the ZF-TRW ACU. Hyundai and Kia have not initiated a ZF-TRW ACU recall for following Hyundai and Kia Class Vehicles:

- Certain 2011-2013 and all 2014-2019 Hyundai Sonata;
- Certain 2011-2012 and all 2013-2019 Hyundai Sonata Hybrid;
- 2018-2023 Hyundai Kona;
- 2022-2023 Hyundai Kona N;
- 2019-2021 Hyundai Veloster;
- Certain 2013 Kia Forte;
- Certain 2013 Kia Forte Koup;
- Certain 2013 and all 2014-2020 Kia Optima;

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- 2013-2016 Kia Optima Hybrid; and
- 2014 Kia Sedona.

If you have one of the above Unrecalled Vehicles, you will become eligible to submit a claim for reimbursement of reasonable out-of-pocket expenses if a recall is issued for the ZF-TRW ACU in your Hyundai or Kia Class Vehicle before the Claims Period expires.

Even if there is no ZF-TRW ACU recall for your Hyundai or Kia Class Vehicle, you may still submit a claim for a residual distribution payment under the Settlement. All Class Members may submit a Residual Distribution claim, regardless of whether their Hyundai or Kia Class Vehicle was recalled. Please review **Question 11** for more information.

7. HOW DO I SUBMIT MY CLAIM FOR OUT-OF-POCKET EXPENSES?

The claims process is easy to complete and will require supporting documentation to show your out-of-pocket expenses, such as a receipt or invoice, or a signed affidavit if you don't have a receipt or invoice. To submit your claim, please visit www.ACUSettlement.com, input your VIN, and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-866-287-0740. For faster claims processing, you should submit your claim online at the website below, rather than by mail.

Submitting claims online is the quickest option: www.ACUSettlement.com

Submit claims via mail:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
HKinfo@ACUSettlement.com

8. WHEN WILL MY CLAIM FOR OUT-OF-POCKET EXPENSES BE PAID?

The Settlement Notice Administrator will issue payments for approved out-of-pocket expenses after the Effective Date.

Please check www.ACUSettlement.com for updates on Settlement payments.

9. I HAVE MULTIPLE HYUNDAI AND/OR KIA CLASS VEHICLES. HOW MANY CLAIMS FOR OUT-OF-POCKET EXPENSES MAY I SUBMIT?

You may submit a claim for out-of-pocket expenses for each Recalled Vehicle you own(ed) or lease(d), as long your out-of-pocket expenses are not duplicative.

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For example, if you have two Recalled Vehicles you may submit a separate claim for the expenses you incurred to complete the Recall for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

10. WHEN IS THE DEADLINE FOR THE OUT-OF-POCKET CLAIMS PROCESS?

Class Members must submit their claims for reimbursement of out-of-pocket expenses within 18 months of the Final Approval Order.

Under the current schedule, the claims deadline is no earlier than **March 29, 2027**. Please check www.ACUSettlement.com for updates on the claims deadline, which may change.

11. HOW DO RESIDUAL PAYMENTS WORK?

After all out-of-pocket expense payments and other settlement costs have been paid, the remaining funds will be distributed on a *per capita* basis to each Class Member who (a) submitted out-of-pocket claims, or (b) submitted a claim only for a residual distribution payment.

All Class Members may submit a claim for a residual distribution payment, regardless of whether their Hyundai or Kia Class Vehicle was included in the Recalls.

Residual payments shall be up to \$350 for Recalled Vehicles and \$150 for Unrecalled Vehicles, unless the Parties agree to higher caps and jointly recommend the higher amount to the Settlement Special Administrator for approval.

If there are any funds remaining in the Settlement Fund after making the payments described in Out-of-Pocket Process section above, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims for a residual distribution payment, then the balance shall be distributed *cy pres*.

See **Question 16** below for more information regarding *cy pres* distribution.

12. HOW DOES THE SETTLEMENT INSPECTION PROGRAM WORK?

Once the Court grants final approval of the Settlement, the Settling Defendants shall institute a Settlement Inspection Program to inspect Hyundai and Kia Class Vehicles when (1) a Hyundai or Kia Class Vehicle was involved in a frontal crash and (2) Hyundai or Kia was notified that a ZF-TRW ACU, seatbelt pretensioner, and/or airbag did not deploy.

For more information, please review the Settlement Inspection Program Protocol that is attached as Exhibit 3 to the Settlement Agreement. The Settlement Agreement and its exhibits can be found at www.ACUSettlement.com.

13. HOW DOES THE NEW PARTS WARRANTY WORK?

Once the Court grants final approval of the Settlement, the Settling Defendants will provide a warranty for the new parts installed pursuant to the Recalls (the “New Parts Warranty”). The New Parts Warranty will last for 10 years. The 10-year period of the New Parts Warranty begins on **April 14, 2025**.

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The New Parts Warranty will cover repairs or replacement (including parts and labor) that become necessary due to a defect in a new part installed pursuant to the Recalls. For example, if a problem with a part installed pursuant to the Recalls causes the airbag warning light to illuminate, the New Parts Warranty shall cover the repair or replacement of that part.

A Class Member's rights under the New Parts Warranty are transferred with the vehicle, which means that the coverage follows the vehicle if it is sold to another owner. Inoperable or junkyard vehicles with a scrapped, rebuilt, or flood-damaged title, vehicles with altered mileage, racing or similarly modified vehicles intended for non-street use or vehicles that are dismantled, crushed, or fire damaged, are not eligible for the New Parts Warranty.

If the ZF-TRW ACUs in Unrecalled Vehicles are recalled in the future, Hyundai and Kia shall extend the New Parts Warranty's coverage for the parts installed pursuant to that future ZF-TRW ACU recall.

14. WHAT IS THE OUTREACH PROGRAM?

Once the Court grants final approval of the Settlement, Hyundai and Kia will implement an outreach program designed to increase Recall Remedy completion rates for Recalled Vehicles (the "Outreach Program").

The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is necessary to achieve its goal of maximizing completion of the Recall Remedy.

The goal of the Outreach Program is to maximize the completion of the Recall Remedy. To do so, Hyundai and Kia will implement various methods of outreach to encourage owners of Recalled Vehicles to complete the Recall, and will evaluate and modify these outreach methods as needed.

The budget for the Outreach Program is \$3,500,000. To the extent the Outreach Program expenditures are less than \$3,500,000, Hyundai and Kia will deposit the difference into the Settlement Fund for distribution with the residual payments.

15. WHAT IS THE FUTURE RENTAL CAR REIMBURSEMENT, LOANER VEHICLES, AND OUTREACH PROGRAM?

Subject to dealer availability, Hyundai and Kia shall provide loaner vehicles to Class Members who, after the Effective Date, seek a Recall Remedy from a Hyundai and Kia Dealer during the Claims Period and request a courtesy loaner vehicle while the Recall Remedy is being performed. Class Members may alternatively submit a claim for reimbursement from the Settlement Fund for reasonable rental car costs if the Class Member does not receive a loaner vehicle.

If there is a ZF-TRW ACU recall for Unrecalled Vehicles, Class Members of such Unrecalled Vehicles may request a courtesy loaner vehicle while the Recall Remedy is being performed, or alternatively may submit a claim for reimbursement of reasonable rental car costs from the Settlement Fund during the Claims Period. Hyundai and Kia shall also provide outreach related to any such recalls for the Unrecalled Vehicles.

Hyundai and Kia shall collectively receive a credit of \$10,000,000 against the Settlement Amount for providing Future Loaner Vehicles and Future Outreach Programs.

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16. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?

If there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and making all residual distribution payments (as described in **Questions 8-11** above), and if it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members who submitted claims, then the remaining balance shall be distributed “*cy pres*,” which means it is paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check www.ACUSettlement.com after **March 29, 2027**, for updates about any *cy pres* distribution.

UNDERSTANDING THE CLASS ACTION PROCESS

17. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of other people who have similar claims. All these people are known as a “Class” or “Class Members.” When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who request to be excluded from (or “opt out” of) the Class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in **Questions 21-22** below.

18. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release the Settling Defendants and the Released Parties from liability and will not be able to sue them about the issues in the lawsuit.

Under the Settlement, you are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Hyundai or Kia Class Vehicle, including the deployment or non-deployment of an airbag.

The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.ACUSettlement.com.

You can talk to one of the lawyers listed in **Question 23** below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

19. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Class Member and choose to do nothing, you will not receive certain benefits provided under this Settlement. You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants and the Released Parties about the legal issues in this case.

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Questions? Visit www.ACUSettlement.com or call toll-free at 1-866-287-0740

EXCLUDING YOURSELF FROM THE SETTLEMENT

20. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive the Settlement benefits described above and/or you want to retain the right to sue the Settling Defendants and/or the Released Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail a written request to the Settlement Notice Administrator at the address provided in this question below. Your request must include:

- Your name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Hyundai and/or Kia Class Vehicle(s);
- A statement saying “I wish to exclude myself from the Class in *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, Case No. 2:19-ml-02905-JAK (C.D. Cal.); and
- Your handwritten, personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

You cannot ask to be excluded over the phone or on the Settlement Website. You must mail your letter with your exclusion request postmarked no later than **August 25, 2025**, to:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
HKinfo@ACUSettlement.com

Your letter with your exclusion request must be postmarked on or before **August 25, 2025**, to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.ACUSettlement.com regularly for updates regarding the Settlement.

21. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE SETTLING DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Class Member and will not be able to sue the Settling Defendants and/or the Released Parties about the claims that the Settlement resolves.

If you do not exclude yourself from the Settlement, you will be bound like all other Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

22. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money or any other benefits from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

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THE LAWYERS REPRESENTING YOU

23. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed lawyers from the law firms Baron & Budd, P.C. and Lieff Cabraser Heimann & Bernstein, LLP to represent you and other Class Members. These lawyers are called “Co-Lead Counsel.” Their contact information is as follows:

Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 Email: rtellis@baronbudd.com	David Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Tel.: (212) 355-9500 Email: dstellings@lchb.com
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If you want to be represented by your own lawyer, you may hire one at your own expense.

24. HOW WILL THE LAWYERS BE PAID?

Co-Lead Counsel will ask the Court to award the attorneys representing the Class up to 33% percent of the Settlement Amount (*i.e.*, up to \$20,493,033.30) to compensate them for their attorneys’ fees and costs in litigating this case and securing this nationwide Settlement for the Class. Co-Lead Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$2,500 each for their work in this litigation.

The Court must approve Co-Lead Counsel’s requests for fees, costs, and Settlement Class Representative Service Awards before they are paid from the Settlement Fund. Under the current schedule, Co-Lead Counsel will submit their request by **July 15, 2025**, and that document will be available at www.ACUSettlement.com shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the requests for attorneys’ fees, costs and Settlement Class Representative Service Awards, as explained further in **Questions 25-26 below**. Please check www.ACUSettlement.com regularly for updates regarding Co-Lead Counsel’s request for attorneys’ fees, costs, and Settlement Class Representative Service Awards.

OBJECTING TO THE SETTLEMENT

25. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject the Settlement. If the Court does not approve the Settlement, no Settlement benefits will be made available to the Class, and the lawsuit will continue.

To object to the Settlement or to Co-Lead Counsel’s request for attorneys’ fees, costs, and Settlement Class Representative Service Awards, you or your attorney must deliver to Co-Lead Counsel and to Defendants’ Counsel, and file with the Court, on or before **August 25, 2025**, a written statement with the following information:

- The MDL case name (*In re ZF-TRW Airbag Control Units Products Liability Litigation*);

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- Your name, actual address, and telephone number;
- The VIN(s) of your Hyundai and/or Kia Class Vehicle(s);
- The date(s) of purchase or lease of any Hyundai and/or Kia Class Vehicle(s);
- A written statement of your objections. Your objections must also state whether they apply only to you, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objections. The statement must also indicate whether you are represented by a lawyer in submitting your objection; and
- Your personal signature.

Any documents supporting your objection must also be attached to the objection.

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection;
- The caption of each case in which the objector has made such objection; and
- A statement of the nature of the objection.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section VI.A. of the Settlement Agreement.

You must deliver your written objection to Co-Lead Counsel and Defendants’ Counsel, and file with the Court, on or before **August 25, 2025**.

CLERK OF THE COURT	CO-LEAD COUNSEL	DEFENDANTS’ COUNSEL
<p style="text-align: center;">Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. First Street Courtroom 10B Los Angeles, CA 90012</p>	<p style="text-align: center;">Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436</p> <p style="text-align: center;">David S. Stellings Lieff Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013</p>	<p style="text-align: center;">Lance A. Etcheverry Skadden, Arps, Slate, Meagher & Flom LLP 525 University Avenue Palo Alto, California 94301</p> <p style="text-align: center;">Matthew A. Goldberg DLA Piper LLP (US) One Liberty Place 1650 Market Street, Suite 5000 Philadelphia, PA 19103-7300</p>

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26. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs, and/or Settlement Class Representative Service Awards. You may object only if you stay in the Class. You do not need to submit a claim to object, but if you object, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FAIRNESS HEARING

27. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **September 29, 2025 at 8:30 a.m. PST**, at the United States District Courthouse, Central District of California, First Street Courthouse, 350 W. First Street, Courtroom 10B, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and the request for Settlement Class Representative Service Awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see Question 29* below). The Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing, so check the Settlement Website for further updates.

28. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Fairness Hearing. Co-Lead Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see Question 29* below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

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29. MAY I SPEAK AT THE HEARING?

You or your attorney can ask the Court for permission to speak at the Fairness Hearing. To do this, you must file with the Court a written notice of your intent to appear at least 10 days before the hearing. Based on the Court's current schedule (*see* **Question 27** above), the deadline to file a written notice of your intent to appear is **September 19, 2025**. You must also send a copy of your notice to Co-Lead Counsel and to the Settling Defendants' Counsel at the addresses listed in **Question 25** above.

If you've requested to speak, you must be present at the start of the Fairness hearing at 8:30 a.m. PST on **September 29, 2025**. Please note that the Court may reschedule the Fairness Hearing, so be sure to check the Settlement Website for any updates.

GETTING MORE INFORMATION

30. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at www.ACUSettlement.com. You can also call the toll-free number, 1-866-287-0740 or write the Settlement Notice Administrator at:

Hyundai-Kia Airbag Control Unit Settlement
c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111
HKinfo@ACUSettlement.com

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