EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith, on behalf of themselves and all others similarly situated and by and through their counsel, and Defendant Kia America, Inc., by and through its counsel, hereby enter into this Class Action Settlement Agreement and Release, subject to the approval of the Court. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on August 18, 2022, plaintiffs Michael Le Beau, Phillis Le Beau, and David Griesemer filed a class action against Defendant in the United States District Court for the Central District of California captioned *Le Beau, et al. v. Kia America, Inc.*, Case No. 22-cv-001545-FWS-JDE, on behalf of themselves and a putative class comprised of all persons who purchased or leased 2016-2017 Kia Optima and 2017 Kia Sportage vehicles nationwide, or in the alternative, in Louisiana and South Carolina, and asserted claims for (1) Breach of the Implied Warranty of Merchantability, (2) Fraud/Fraudulent Omission, (3) Unjust Enrichment, (4) Violations of Louisiana Unfair Trade Practice and Consumer Protection Law (La. Rev. Stat. Ann. §§ 51:1401, *et seq.*), and (5) Violations of South Carolina Unfair Trade Practices Act (S.C. Code Ann. §§ 39-5-10, *et seq.*). (Dkt. 1).

WHEREAS, on October 26, 2022, Plaintiffs filed a First Amended Complaint that added Tricia Schoonover, Jerome Goldschein, and Marilyn Goldschein as additional named plaintiffs and, in addition to the previously asserted classes, pled additional State subclasses for Florida and Texas, but no new additional causes of action. (Dkt. 20).

WHEREAS, on January 12, 2024, Plaintiffs filed a Second Amended Complaint (SAC) that added Taylor Vanderslice, Zachery Curry, Laura Ann Harris, Juliann Maguire, and JL Joshua

Smith as additional named plaintiffs, dropped Michael Le Beau, Phillis Le Beau, and Tricia Schoonover as named plaintiffs, and asserted nationwide and various state subclass claims for (1) Breach of the Implied Warranty of Merchantability under Florida, Missouri, Illinois, North Carolina, and Rhode Island laws, (2) Fraud/Fraudulent Omission under Missouri, Illinois, North Carolina, and Rhode Island laws, (3) Unjust Enrichment under Missouri, Illinois, North Carolina, and Rhode Island laws, (4) Violations of South Carolina Unfair Trade Practices Act (S.C. Code Ann. § 39-5-10, *et seq.*), (5) Violation of Missouri's Merchandising Practices Act (Mo. Rev. Stat. § 407.005, *et seq.*), (6) Violation of Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, *et seq.*), (7) Violation of Illinois Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. 510/1, *et seq.* and 720 Ill. Comp. Stat. 295/1A), (8) Violations of the North Carolina Unfair Trade Practices Act (N.C. Gen. Stat. Ann. §§ 75-1.1 *et seq.*), and (9) Violations of the Rhode Island Unfair Trade Practices and Consumer Protection Act (R.I. Gen. Laws § 6-13.1-1 *et seq.*). (Dkt. 50).

WHEREAS, on February 12, 2024, Kia filed a motion to dismiss directed at the SAC (Dkt. 52), which the Court granted in part and denied in part by order entered on September 13, 2024. (Dkt 68).

WHEREAS, Plaintiffs did not further amend their SAC and Kia filed its answer to the operative SAC on October 18, 2024 (Dkt. 69) as to the remaining eight causes of action, which are for: Fraud/Fraudulent Omission (Cause of Action Two) brought by Plaintiffs Vanderslice, Curry, Harris, Maguire, and Smith under Missouri, Illinois, North Carolina and Rhode Island laws; Unjust Enrichment (Cause of Action Three) brought by Plaintiff Smith under Rhode Island law; Violations of South Carolina Unfair Trade Practices Act (Cause of Action Four) brought by Plaintiff Griesemer; Violation of Missouri's Merchandising Practices Act (Mo. Rev. Stat. §

407.005, et seq.) (Cause of Action Five) brought by Plaintiff Vanderslice; Violation of Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, et seq.) (Cause of Action Six) brought by Plaintiff Curry; Violation of Illinois Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. 510/1, et seq. and 720 Ill. Comp. Stat. 295/1A) (Cause of Action Seven) brought by Plaintiff Curry; Violations of the North Carolina Unfair Trade Practices Act (N.C. Gen. Stat. Ann. §§ 75-1.1 et seq.) (Cause of Action Eight) brought by Plaintiffs Harris and Maguire; and Violations of the Rhode Island Unfair Trade Practices and Consumer Protection Act ("UTPCPA") (R.I. Gen. Laws §6-13.1-1 et seq.) (Cause of Action Nine) brought by Plaintiff Smith.

WHEREAS, after Kia filed its Answer, Plaintiffs dismissed the Missouri and Illinois Plaintiffs Taylor Vanderslice, and Joshua Curry (Dkt. 70) along with any claims from those states, leaving the following five live causes of action in the Litigation: Count II (Fraud – NC and RI Laws), Count III (Unjust Enrichment – RI Law), Count IV (South Carolina Unfair Trade Practices Act) (S.C. Code Ann. §§ 39-5-10 *et seq.*), Count VIII (North Carolina Unfair Trade Practices Act) (N.C. Gen. State. Ann. §§ 75-1.1 *et seq.*), Count IX (Rhode Island Unfair Trade Practices and Consumer Protection Act) (R.I. Gen. Laws § 6-13.1-1 *et seq.*).

WHEREAS, the SAC (Dkt. 60), with claims that survived Defendant's motion to dismiss, is the operative complaint in the Action and the factual allegations and claims asserted therein and in prior iterations of the SAC form the basis of this settlement and the release contained herein.

WHEREAS, Plaintiffs and Defendant recognize that the outcome of the Litigation and the claims asserted in the SAC are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay.

WHEREAS, the Parties have explored and discussed at length the factual and legal issues

in the Litigation, have exchanged formal and informal discovery, produced limited documents on both sides, and have participated in a full-day mediation and multiple follow-up discussions with a well-respected mediator, Hon. Joel Schneider (Ret.) of JAMS, concerning the issues raised by Plaintiffs in the Litigation, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary.

WHEREAS, for purposes of this Settlement only, the Parties agree to the certification of a settlement class.

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the SAC by or on behalf of members of the settlement class.

WHEREAS, Plaintiffs, by and through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation, (b) engaged in investigation and discovery of the claims asserted in the Litigation, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that Defendant likely would assert.

WHEREAS, Defendant does not believe Plaintiffs' claims have merit and has denied and continues to deny any and all defect, breach of warranty, fraud, consumer protection violation, unjust enrichment, and/or safety claims expressly or impliedly alleged by Plaintiffs in the SAC and any prior iterations of the SAC, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiffs and members of the Class relating to claims which were or could

have been asserted by Plaintiffs and the Class in this Litigation relating to the alleged practices and claimed defect(s) at issue.

WHEREAS, Plaintiffs' counsel are experienced in this type of class action litigation, and believe the claims to be meritorious, but also recognize the costs and risks of continued prosecution of this Litigation, and believe it is in Plaintiffs' interest, and in the interest of all Class Members, to resolve this Action, and any and all claims against Defendant arising from the conduct alleged in the Action, and in this Settlement Agreement.

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable.

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein and in the Federal Rules of Civil Procedure.

WHEREAS, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of the Settlement Class, and Kia.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. **Action or Litigation**. "Action" or "Litigation" mean the case captioned *Le Beau et al. v. Kia America, Inc. et al.*, Case No. 22-cv-01545-FWS-JDE, pending in the United States District Court for the Central District of California. The Action may, from time-to-time, be referred to by the caption *Griesemer et al. v. Kia Motor America, et al.* (with the same case number) ("*Greisemer*") in some Litigation documents following the dismissal of the Le Beau Plaintiffs. Any references to *Greisemer* also relate or refer to the Action.

2. **Administrative Expenses**. "Administrative Expenses" means all charges and expenses reasonably incurred by the Claims Administrator in the administration of this Settlement, including, without limitation, all expenses and costs reasonably associated with Class Notice and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Settlement Agreement.

3. **Approved Claim**. "Approved Claim" means a Claim submitted by a Class Member that has been approved, in part or in full, by the Claims Administrator.

4. **Approved Claim Payment Date.** "Approved Claim Payment Date" means the date 60 days after the Effective Date of Class Settlement. Only Claims that have been approved as of the Effective Date of Class Settlement will be paid by the Approved Claim Payment Date.

5. **CAFA Notice.** "CAFA Notice" means notice to state and/or federal authorities regarding the settlement, as required by the Class Action Fairness Act, 28 U.S.C. § 1715, to be paid for and provided by Kia (directly or by way of the Claims Administrator).

6. **Claim**. "Claim" means the submission of a Claim Form by the Claims Deadline that seeks either (1) reimbursement of Out-of-Pocket Costs for a Window Regulator Repair, or (2) a Dealer Service Card. Former owners or lessees of a Class Vehicle may only make a Claim for

an Out-of-Pocket Cost, if any. Current owners or lessees of a Class Vehicle may make a Claim for either an Out-of-Pocket Cost or a Dealer Service Card (but not both). Duplicative Claims for the same Out-of-Pocket Cost (i.e., the submission of reimbursement for the same repair twice) will not be reimbursed.

7. **Claimant**. "Claimant" means any Class Member who submits a Claim Form.

8. **Claims Deadline.** "Claims Deadline" means the 90-day period after mailing of the Class Notice during which Class Members may make a Claim.

9. **Claim Form**. "Claim Form" means a form, substantially similar to attached **Exhibit A**, to be used by Class Members to make a Claim.

10. **Claims Administrator.** "Claims Administrator" or "Kroll" means Kroll Settlement Administration, LLC, selected by Kia with approval of Class Counsel not unreasonably withheld after a competitive bidding and selection process and mutually agreed to by the Parties, which, subject to Court approval is responsible for disseminating the Class Notice, maintaining the Settlement Website, processing and paying Approved Claims, and otherwise administering the Settlement.

11. **Class or Settlement Class.** "Class" or "Settlement Class" mean all residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle. Excluded from the Class are (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed

a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8) individuals or entities that have purchased and/or leased Class Vehicles as "fleet" vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized, unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

12. **Class Counsel**. "Class Counsel" means Andrew W. Ferich and Sarper Unal of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C.

13. **Class Counsels' Fees, Costs, and Expenses**. "Class Counsels' Fees, Costs, and Expenses" shall mean the award of reasonable attorneys' fees, costs, and expenses of Class Counsel, not to exceed a total of $1,244,000, and subject to approval of the Court.

14. **Class Member(s) and Settlement Class Member(s)**. "Class Member(s)" and "Settlement Class Member(s)" mean members of the Settlement Class.

15. **Class Notice or Notice**. "Class Notice" or "Notice" mean the Court-approved Settlement notice consisting of (a) E-Mail notice as the primary form of notice (where e-mail is available), or (b) Postcard Notice in the alternative (where e-mail is not available) sent to Settlement Class Members, and which will be disseminated in accordance with the Preliminary Approval Order issued by the Court. Notice also shall include the Settlement Website.

16. **Class Representatives or Plaintiffs**. "Class Representatives" or "Plaintiffs" mean plaintiffs David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith.

17. **Class Vehicle(s)**. "Class Vehicles" are certain 2016-2017 Kia Optima and all 2017

Kia Sportage vehicles and are identifiable by their Vehicle Identification Number ("VIN") to be provided by Kia to the Claims Administrator.

18. **Court**. "Court" means the United States District Court for the Central District of California, the Honorable Fred W. Slaughter, or his duly appointed successor, presiding.

19. **Dealer Service Card**. "Dealer Service Card" means a payment in the form of a card or certificate (electronic or otherwise), in the amount of $40.00, that can be claimed by Class Members who are current owners or lessees of the Class Vehicles (as an alternative to submitting a reimbursement Claim for an Out-of-Pocket Cost), and that can be used by Class Members for any service, merchandise, or parts purchase at any authorized Kia dealership's service department within six months of issuance.

20. **Defendant's Counsel**. "Defendant's Counsel" means Lewis Brisbois Bisgaard & Smith LLP.

21. **Deficiency Notice**. "Deficiency Notice" means the form to be sent to Class Members along with any determination by the Claims Administrator that does not result in full approval of reimbursement for a claimed Out-of-Pocket Cost by that Class Member.

22. **Effective Date of Class Settlement**. "Effective Date of Class Settlement" means the date following the entry of the Final Judgment and Order with respect to the class benefits provided under the Settlement Agreement, if there are no objectors to the Settlement. If, however, there are any objections to the Settlement, the Effective Date of Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Judgment and Order are finally decided or terminated, whichever date is later.

23. **Effective Date of Fee Approval**. "Effective Date of Fee Approval" means the date following the entry of the Final Approval Order on Fees, unless there are any objections to any

portion of the Final Judgment and Order or Final Approval Order on Fees, in which case the Effective Date of Fee Approval shall be when the time for any appeal expires, or the date on which all appeals from such order are finally decided or terminated, whichever date is later. If the Final Judgment and Order is entered separately or at a later date, the Effective Date of Fee Approval and any obligation to pay Court-approved Class Counsels' Fees, Costs, and Expenses or the benefits under the settlement to the Class shall be the later of the Effective Date of Class Settlement or Effective Date of Fee Approval.

24. **E-mail Notice**. "E-mail Notice" means the short-form, e-mail notice of the Settlement, to be provided to Class Members with known e-mail addresses via e-mail, substantially in the form attached hereto as **Exhibit B**.

25. **Final Approval Hearing**. "Final Approval Hearing" means the final hearing at which the Court will consider the fairness, reasonableness, and adequacy of the proposed Settlement, whether the Settlement should receive final approval from the Court, and whether the Court should approve an award for Plaintiffs' Counsel's Fees, Costs, and Expenses and the payment of Service Awards to Plaintiffs, to be conducted by the Court no earlier than 120 days after the Notice Date..

26. **Final Judgment and Order**. "Final Judgment and Order" means the order of the Court finally approving this Settlement Agreement and a separate judgment to be entered by the Court, anticipated to be substantially in the form collectively attached hereto as **Exhibit F**.

27. **Final Approval Order on Fees**. "Final Approval Order on Fees" means any order of the Court awarding Class Counsels' Fees, Costs, and Expenses (or any amount less than Class Counsels' Fees, Costs, and Expenses).

28. **Kia or Defendant**. "Kia" or "Defendant" mean Kia America, Inc. (formerly Kia

Motors America, Inc.), the defendant in this Action.

29. **Long Form Notice**. "Long Form Notice" means the detailed, long form Class Notice, to be made available on the Settlement Website, substantially in the form attached hereto as **Exhibit D**.

30. **Notice Date**. "Notice Date" means the date up to 75 days after the Court enters the Preliminary Approval Order by which the Claims Administrator shall distribute emailed or mailed notice (as applicable). The Parties agree, however, that this deadline can be extended by approval of the Court and consent of the Parties and that such consent for extension will not be unreasonably withheld where the data/information necessary to timely effectuate the contemplated notices is not received from third parties with reasonably sufficient time for the Claims Administrator to distribute emailed or mailed notices.

31. **Objection Deadline**. "Objection Deadline" means the date that is 60 days from the Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement's terms and/or Class Counsels' Fees, Costs, and Expenses, and to submit any required statements, proof, or other materials and/or argument relating to the objection (if any). The deadline for submitting an objection will be clearly set forth in the Class Notice.

32. **Opt-Out Deadline**. "Opt-Out Deadline" means the date that is 60 days from the date of Class Notice sent by U.S. Mail or by email to Settlement Class Members, or a date otherwise ordered by the Court, for members of the Class to submit a Request for Exclusion.

33. **Out-of-Pocket Cost(s)**. "Out-of-Pocket Cost(s)" means amounts actually paid by a Class Member for parts and labor for a Window Regulator Repair at an authorized Kia dealership or at a reputable third-party repair facility whose legitimacy may be verified, at the discretion of the Claims Administrator, by resort to local government business license, tax certificate, permit,

or other records.

34. **Parties**. "Parties" means Plaintiffs and Defendant.

35. **Postcard Notice.** "Postcard Notice" means the short-form, postcard notice of the Settlement, to be provided to Class Members via First Class Mail in cases where email is not available, substantially in the form attached hereto as **Exhibit C**.

36. **Preliminary Approval Order**. "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement, substantially in the form attached hereto as **Exhibit E**.

37. **Reimbursement Percentage and Cap**. "Reimbursement Percentage and Cap" means the percentage of an Out-of-Pocket Cost that may be reimbursed, depending on the mileage of a Class Vehicle at the time of a Window Regulator Repair, all subject to a maximum reimbursement cap, as follows:

Mileage at time of Out of Warranty Failure	Percentage (%) of Reimbursement	Dollar Cap ($) on Reimbursement
Under 35,000 miles	100%	$400 (100% of $400)
35,001-55,000 miles	80%	$320 (80% of $400)
55,001-75,000 miles	60%	$240 (60% of $400)
75,001-125,000 miles	45%	$180 (45% of $400)
125,001 miles+	40%	$160 (40% of $400)

38. **Released Claims**. "Released Claims" means the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections.

39. **Released Parties**. "Released Parties" means Kia America, Inc., (formerly Kia Motors America, Inc.) and Kia Corporation (formerly Kia Motors Corporation) and their respective subsidiaries and related entities, and every entity involved in the design, development, supply, manufacture, sale, lease, repair, or distribution of the Class Vehicles, and the foregoing

entities' past and present officers, directors, shareholders, predecessors in interest, successors in interest, and employees.

40. **Request for Exclusion**. "Request for Exclusion" means a written communication by a Class Member in which he or she timely requests to be excluded (i.e., opt out) from the Settlement Class pursuant to the terms of this Settlement Agreement.

41. **Required Documentation**. "Required Documentation" means documentation required to make a Claim for an Out-of-Pocket Cost and that includes (1) a Claim Form submitted and signed under penalty of perjury, (2) a repair order that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (3) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.). For a Dealer Service Card, Required Documentation shall mean proof of current vehicle lease or ownership (e.g., current vehicle registration).

42. **Service Award**. "Service Award" means the monetary amount to be paid to each Class Representative, subject to approval of the Court, to compensate them for their time and efforts on behalf of the Class, and which shall not exceed $1,500 for each Class Representative, with joint owners of a Class Vehicle counting as a single Service Award payment.

43. **Settlement and Settlement Agreement**. "Settlement" and "Settlement Agreement" mean this Class Action Settlement Agreement and Release, by which the Parties have agreed to resolve this Litigation, the terms of which are memorialized herein.

44. **Settlement Website**. "Settlement Website" means the internet website to be created, launched, and maintained by the Claims Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant

case documents including notice documents, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

45. **VIN**. "VIN" means the unique 17-character vehicle identification number assigned to each Class Vehicle.

46. **Window Regulator**. "Window Regulator" means a power window regulator in the Class Vehicles.

47. **Window Regulator Repair**. "Window Regulator Repair" means a repair of a Window Regulator in a Class Vehicle at a Kia dealership or third-party repair facility to address a Class Member contention that one or more of the power windows on a Class Vehicle do not roll up or down. Repairs that qualify as Window Regulator Repairs are those that reflect the replacement of one or more of the following part numbers on a repair order:

Part Number	Part Description	Applicable Vehicle(s)
82471 D4020	PANEL ASSY-FRONT DR	Optima JF
82481 D4020	PANEL ASSY-FRONT DR	Optima JF
83471 D4000	PANEL ASSY-REAR DOOR	Optima JF
83481 D4000	PANEL ASSY-REAR DOOR	Optima JF
82471 D5000	PANEL ASSY-FRONT DR	Optima JFa
82481 D5000	PANEL ASSY-FRONT DR	Optima JFa
83471 D5000	PANEL ASSY-REAR DOOR	Optima JFa
83481 D5000	PANEL ASSY-REAR DOOR	Optima JFa
82471 D9010	PANEL ASSY-FRONT DR	Sportage
82481 D9010	PANEL ASSY-FRONT DR	Sportage
83471 D9000	PANEL ASSY-REAR DOOR	Sportage
83481 D9000	PANEL ASSY-REAR DOOR	Sportage
82473 D3000FFF	DRUM-DR PWR REGULATOR (Left)	FFF Part under TSB300 and TSB207
82483 D3000FFF	DRUM-DR PWR REGULATOR (Right)	FFF Part under TSB300 and TSB207

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Judgment and Order. Class Counsel, with Kia's pre-filing review (and as necessary, input), shall prepare and file all motion documents in connection with the motion for preliminary approval and the motion

for final approval.

B. In the event the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Judgment and Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects or are unable to cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement terms set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon entry of the Final Judgment and Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Judgment and Order will also enjoin the prosecution of any litigation or class action by any Settlement Class Member who fails to request to be excluded from the Action related to the issues and claims that were raised or that could have been raised in the Action.

III. SETTLEMENT TERMS

A. Current Owners/Lessees of Class Vehicles—Reimbursement of Out-of-Pocket Costs or Dealer Service Card

Current owners or lessees of Class Vehicles may make a Claim for either an Out-of-Pocket Cost or a Dealer Service Card, but not both.

1. Claim for Out-of-Pocket Costs: Reimbursement for Out-of-Pocket Costs is available only for parts/labor associated with a Window Regulator Repair. No other costs will be reimbursed. To make a Claim for Out-of-Pocket Costs, eligible Class Members must submit a timely Claim Form and Required Documentation. The amount of reimbursement for an eligible Claim for Out-of-Pocket Costs will be determined based on the Reimbursement Percentage and Cap. By way of example only, a Claim for a Window Regulator Repair that occurred at (a) 32,000 miles and cost $375 for parts and labor will be reimbursed at $375; (b) 45,000 miles and cost $375 for parts and labor will be reimbursed at $300 (80% of $375); and (c) 55,000 miles and cost $375 for parts and labor will be reimbursed at $225 (60% of $375), etc. If, however, the repair at 55,000 miles cost $425 for parts and labor, the reimbursement amount will be $240 (60% of $425 is $255, but the maximum reimbursement cap at this mileage is $240 and the lesser amount will be awarded in this instance).

2. Claim for Dealer Service Card: In the alternative, current owners/lessees of Class Vehicles may make a Claim for a Dealer Service Card in lieu of a Claim for an Out-of-Pocket Cost. To receive a Dealer Service Card, eligible Class Members must submit a timely Claim Form electing this option and Required Documentation.

B. Former Owners/Lessees of Class Vehicles-Reimbursement for Out-of Pocket Costs Only

Former owners or lessees of Class Vehicles may only make a Claim for Out-of-Pocket Costs (if any). Reimbursement for Out-of-Pocket Costs is available only for parts/labor associated with a Window Regulator Repair. No other costs will be reimbursed. To make a Claim for Out-of-Pocket Costs, eligible Class Members must submit a timely Claim Form and Required Documentation. The amount of reimbursement for an eligible Claim for Out-of-Pocket Costs will be determined based on the Reimbursement Percentage and Cap. By way of example only, a Claim

for a Window Regulator Repair that occurred at (a) 32,000 miles and cost $375 for parts and labor will be reimbursed at $375; (b) 45,000 miles and cost $375 for parts and labor will be reimbursed at $300 (80% of $375); (c) 55,000 miles and cost $375 for parts and labor will be reimbursed at $225 (60% of $375), etc. If, however, the repair at 55,000 miles cost $425 for parts and labor, the reimbursement amount will be $240 (60% of $425 is $255, but the maximum reimbursement cap at this mileage is $240 and the lesser amount will be awarded in this instance).

IV. NOTICE AND RELATED PROVISIONS

A. CAFA Notice. In compliance with the attorney general notification provision of CAFA, 28 U.S.C. § 1715, Kia shall pay for and provide CAFA Notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each jurisdiction in which a Class Member resides.

B. Notice Date. No later than the Notice Date, the Claims Administrator shall cause notice to the Class to be disseminated by email (i.e., the E-mail Notice) or U.S. mail (i.e., the Postcard Notice where email is not available), and the dedicated Settlement Website as specified below.

C. Individual Class Notice Methods. Following entry of the Preliminary Approval Order, the Claims Administrator shall provide by email (where available) or by direct U.S. mail (only where email is not available), to all reasonably identifiable Class Members a Postcard Notice, in a form substantially similar to the one attached hereto as Exhibit C or an E-mail Notice in a form substantially similar to the one attached hereto as Exhibit B. For purposes of identifying the requisite names and addresses, Kia will provide all names and addresses of Class Vehicle owners, along with Class Vehicle VINs, to S&P Global (or similar third-party entity), who shall be authorized to use that information to obtain the names and most current addresses of current and

former Class Vehicle owners and lessees through state agencies. Because some states require a prior court order before vehicle owner and lessee information can be released, such information may not be available until after the Preliminary Approval Order is entered. Prior to disseminating Notice, the Claims Administrator shall conduct an address search through the U.S. Postal Service's National Change of Address database to update the address information for Class Vehicle owners and lessees. If any Class Notice is returned as undeliverable, the Claims Administrator will make a reasonable effort to resend them if an updated mailing address is provided or available. Kia is not obligated to pay for additional notices beyond those outlined herein.

D. Settlement Website. The Claims Administrator shall create, launch, and maintain the Settlement Website from date the Class Notice is mailed through 90 days after the Approved Claim Payment Date which will contain: (1) instructions on how to file a Claim; (2) instructions on how to contact the Claims Administrator for assistance with their Claims; (3) instructions on how to contact Class Counsel for assistance; (4) a copy of the Class Notice, Claim Form, and the Settlement Agreement; (5) any orders issued by the Court approving or disapproving of the proposed Settlement and (6) any other information Kia and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. Kia, through the Claims Administrator, will also establish an 800 number from date the Class Notice is mailed through 90 days after the Approved Claim Payment Date with pre-recorded messages that address commonly asked settlement questions. Further, on or before the Notice Date, the Claims Administrator shall create, maintain, and actively monitor a settlement e-mail inbox, the address for which shall be posted clearly on the Settlement Website. The Claims Administrator will be expected to respond to Class Member inquiries about the Settlement. Any questions or inquiries that the Claims Administrator is incapable of responding to will be directed to Class Counsel and Defendant's

Counsel.

E. Administrative Expenses. Defendant shall be responsible for all Administrative Expenses, including the costs of Class Notice and claims administration provided or undertaken pursuant to the terms of this Settlement Agreement. All Administrative Expenses are to be paid entirely by Defendant, separate and apart from any amounts that may be paid for Approved Claims made by Class Members.

F. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Judgment and Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representatives or Class Members (in response to Class Member calls or other contacts regarding the Settlement), or the Court, and (2) Kia's ability to communicate with its dealers and consumers, or the Court. Moreover, nothing in this paragraph or in the Settlement Agreement shall be construed to preclude Kia from providing information and documents to the National Highway Traffic Safety Administration (NHTSA), either voluntarily or in connection with the Released Parties' obligations to provide certain information to NHTSA in compliance with requests issued pursuant to the National Traffic and Motor Vehicle Safety Act, 49 U.S.C. § 30101, *et. seq*. or in respect to other reporting obligations Kia may have under orders or other requests previously issued or that may be issued by NHTSA.

V. CLAIMS ADMINISTRATOR

A. The Claims Administrator will disseminate the Class Notice, maintain the Settlement Website (including an 800 number with pre-recorded messages), and process Claims,

and pay Approved Claims.

B. Any Claimant whose Claim is deemed incomplete or otherwise defective (e.g., lacking Required Documentation) will promptly receive from the Claims Administrator a Deficiency Notice via email (if the claimant's email address is known) or via First Class U.S. mail stating the reasons for a partial or total denial of a Claim, including steps the individual can take to cure the deficiencies. The Claimant receiving a Deficiency Notice will be allowed 30 days to submit materials to cure the deficiencies, so that the Claim can be processed, provided such defect(s) are cured by the Claimant's subsequent submission.

C. The Claims Administrator, on a monthly basis, or such other time as the Parties may request, shall provide to Class Counsel and Defendant's Counsel summary information concerning the number of Claims made, the number of Claims returned for incompleteness, the number of Claims pending, and the total amount approved.

D. In any instance in which the Claims Administrator finally denies and the Claimant disputes a Claim, the Claims Administrator shall forward such Claims to Class Counsel and Defendant's counsel. The Parties through their respective counsel will engage in good faith efforts to resolve the dispute as to that Claim (each party to bear its own respective costs for such efforts). If counsel is unable to resolve the dispute, the claimant may then submit the dispute to a third-party neutral mutually agreed to by the Parties. The dispute will be resolved on the briefs without a formal hearing or trial process, at the conclusion of the Approved Claim Payment Date. Each party will pay for its share of the neutral arbitrator's fees and costs, as well as its own respective attorney's fees for resolution.

E. No later than 10 days prior to the date Plaintiffs' motion for final approval is due to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration

to be filed with the Court along with the papers submitted by Class Counsel in support of the final approval motion, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement and Preliminary Approval Order, or as otherwise required by the Court.

F. All payments for Approved Claims will be mailed by the Claims Administrator by the Approved Claim Payment Date. No later than seven days prior to the Approved Claim Payment Date, Defendant shall provide the Claims Administrator with the funds to make said payments Claims that are paid in the form of a reimbursement check must be cashed within 90 days of the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, they can be reissued to the claimant upon request by the claimant or Class Counsel. The Dealer Service Card will be valid for a six-month period following issuance.

G. The settlement funds and benefits that Defendant shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Defendant until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

VI. REQUESTS FOR EXCLUSION

A. Any Class Member may submit a Request for Exclusion by mailing or delivering such request to the Claims Administrator at an address designated by the Claims Administrator, which will be set forth in the Class Notice. To be valid, any Request for Exclusion must be postmarked or delivered by the Opt-Out Deadline, or by the date otherwise established in the Preliminary Approval Order.

B. Any Request for Exclusion shall (i) state the Class Member's full name and current

address, (ii) provide the model year and VIN of their Class Vehicle(s) and the date(s) of purchase or lease, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement. The Claims Administrator will share information regarding Class Member exclusion requests with Class Counsel and Defendant's Counsel on a weekly basis until the deadline for a Request for Exclusion and upon reasonable request thereafter.

C. Any Class Member who submits a timely and valid Request for Exclusion may not file an objection to the Settlement, shall not be entitled to submit a Claim, and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

D. Requests for Exclusion will be permitted by individual Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of only the individual Class Member signing the form.

E. No later than 14 days following the Opt-Out Deadline, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a list identifying all Class Members who submitted a Request for Exclusion, together with copies of the Requests for Exclusion, and a declaration attesting to the completeness and accuracy thereof. This list shall be included as an exhibit to the declaration and to the proposed Final Judgment and Order to be submitted with the motion for final approval. Prior to the Final Approval Hearing, the Claims Administrator shall let the Parties know if any late processed but timely additional Requests for Exclusion were received, and provide an updated opt-out list (if necessary) 5 days prior to the Final Approval Hearing, so that the Parties can provide an up-to-date and final opt-out list to the Court at the Final Approval Hearing.

VII. OBJECTIONS TO THE SETTLEMENT

A. Any Class Member who wishes to submit an objection to the Settlement and for it to be considered, must file a written notice of objection by the Objection Deadline, or such date as otherwise required in the Preliminary Approval Order, and serve it on Defendant's Counsel and Class Counsel. If such person intends to appear at the Final Approval Hearing, they must also file a notice of intent to appear. Class Members' objections, along with any documents or information required by this paragraph that the objecting Class Member intends to present to the Court, must be: (1) either filed electronically with the Court or be sent by mail to the Clerk of the Court at the address below and (2) sent to both Defendant's Counsel and Class Counsel at the following addresses, which also will be set forth in the Class Notice:

Defendant's Counsel

Lewis Brisbois Bisgaard & Smith LLP
Attn: Eric Y. Kizirian, Esq.
Le Beau et al. v. Kia Motor America
633 W. 5th Street, Suite 4000
Los Angeles, California 90071

Class Counsel

Barnow and Associates, P.C.
Attn: Ben Barnow
Le Beau et al. v. Kia Motor America
205 W. Randolph St., Suite 1630
Chicago, IL 60606

Ahdoot & Wolfson, PC
Attn: Andrew W. Ferich
Le Beau et al. v. Kia America, Inc.
201 King of Prussia Road, Suite 650
Radnor, PA 19087

Court Clerk

Office of the Clerk
United States District Court
Central District of California
411 West 4th Street, Room 1053
Santa Ana, CA 92701-4516

Class Member's wishing to submit an objection to the Settlement must include the following information in the written objection: (i) the case name and number, *Le Beau. et al. v. Kia America, Inc*., No. 22-cv-001545-FWS-JDE; (ii) the Class Member's full name, current address, and current

telephone number; (iii) the model year and VIN(s) of the Class Member's Class Vehicle(s); (iv) a statement of the objection(s) including all factual and legal grounds for the position; (v) copies of any documents that the objector wishes to submit in support of his/her position; and (vi) the signature of the objecting Class Member, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection, and the date of the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector and/or objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member and/or their counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any petitions for attorneys' fees, Service Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing by the Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a notice of intention to appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard on Class Counsel and Defendant's Counsel at the addresses set forth in the Class Notice, by no later than the Objection Deadline. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, and serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived, and their objections may not be considered by the Court, at the Court's discretion.

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Judgment and Order or Final Approval Order on Fees in the event of an appeal. Defendant will make a filing either joining and/or not opposing Class Counsel's defense of the Final Judgment and Order. However, if the appeal only relates to the Court's Final Approval Order on Fees (or other order approving Class Counsel's Fees, Costs, and Expenses or the Service Awards), it will be up to Defendant's discretion whether to join such appeals. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover such fees and/or costs from Defendant but may seek to recover such fees and/or costs from objectors who appeal.

VIII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or that could have been, asserted by Plaintiffs or any Class Members against them regarding or relating to the Window Regulator Repair and claims asserted or that could have been asserted in the Action, except as set forth in subsection B below. Without assuming the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff and Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Judgment and Order, Plaintiffs and Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, death, property damage (other than damage reasonably attributable to the Window Regulator Repair), or claims for subrogation.

C. Upon issuance of the Final Judgment and Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released

Parties.

IX. ADMINISTRATION, ATTORNEYS' FEES, EXPENSES, COSTS, AND SERVICE AWARDS

A. Administrative Expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant, subject to the limitations contained herein and approval of the Court. For the purposes of this Settlement Agreement only, Defendant agrees to not oppose Class Counsels' application for Class Counsels' Fees, Costs, and Expenses, and Class Counsel agree that their application will not be for any amount in excess of $1,244,000. If approved by the Court, Defendant will pay the Court-awarded amount of Class Counsels' Fees, Costs, and Expenses to the Claims Administrator within forty-five calendar days after the Effective Date of Fee Approval provided all required documentation, (i.e., Class Counsel's firm W-9 forms and payment instructions) are timely provided to Defendant by Class Counsel.

B. Class Counsel may apply to the Court for the payment of Service Awards in an amount of up to $1,500 per Class Representative. The Service Awards as approved by the Court shall be paid by Defendant by check directly to the Class Representatives within forty-five calendar days after the Effective Date of Fee Approval, provided required documentation (i.e., Class Representative W-9 forms and confirmed mailing addresses) are timely provided to Defendant by Class Counsel.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed

and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. Defendant, through Defendant's Counsel, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendant of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Defendant or any Released Parties with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment and Order as contemplated herein. Defendant specifically denies all allegations made in connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by Defendant, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) Defendant contests and denies that any class, including

the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into solely for purposes of Settlement. In the event a Final Judgment and Order is not entered, or a Final Judgment and Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length, including with the assistance and involvement of an experienced, neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the settlement administration process.

D. The Parties acknowledge that this Settlement has been the product of significant negotiations and has included the exchange of voluminous confidential materials that confirm the

fairness, reasonableness, and adequacy of the Settlement; two full-day mediation sessions; independent research and factual investigation; and numerous phone calls and email exchanges among the Parties seeking and providing information relevant to the Settlement. Based on this information as well as Class Counsel's relevant experience litigating and resolving similar automotive defect class action cases, the Parties are thus well informed and have sufficient information to confirm that the Settlement terms are fair, reasonable, and adequate.

E. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

F. The Parties agree that Defendant may withdraw or terminate this Settlement Agreement prior to the Final Approval Hearing if more than 7% of Class Members submit valid and timely Requests for Exclusion. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion (if any), shall be delivered to Class Counsel and Defendant's Counsel no later than 14 business days after the Opt-Out Deadline. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

G. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

H. Capitalized words, terms and phrases are used as defined in § I, above.

I. This Settlement Agreement may not be modified or amended except in writing and signed by all Parties.

J. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

K. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

L. The Parties may agree upon a reasonable extension of time for deadlines and dates in this Settlement Agreement, without further notice (subject to Court approval as to Court dates), and reserve the right to correct any inadvertent mistakes or typographical errors contained in any of the Settlement papers.

M. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

N. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the

course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

O. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

P. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

Q. The Parties agree that California law governs any disputes concerning this Settlement Agreement. The Parties acknowledge, however, that federal law (including Federal Rule of Civil Procedure 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues such as any petition for Class Counsel's Fees, Costs, and Expenses, and Service Awards.

R. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. The Parties reserve the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or

supplement any notice contemplated hereunder.

S. If any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision, to the extent either Party does not execute its right to terminate under the terms of this Settlement Agreement.

T. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

U. All written notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Ben Barnow
Barnow and Associates, P.C.
205 W. Randolph St., Suite 1630
Chicago, IL 60606
(312) 621-2000
b.barnow@barnowlaw.com

Andrew W. Ferich
Ahdoot & Wolfson, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
(310) 474-9111
aferich@ahdootwolfson.com

For Defendant's Counsel:

Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071
(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 05/09/2026

DAVID L GRIESEMER (May 9, 2026 13:36:34 EDT)
David Griesemer
Plaintiff

Dated: 05/08/2026

Laura Ann Harris (May 8, 2026 21:43:46 EDT)
Laura Ann Harris
Plaintiff

Dated: 05/09/2026

Juliann Maguire (May 9, 2026 09:20:35 EDT)
Juliann Maguire
Plaintiff

Dated: 05/10/2026

JL Smith (May 10, 2026 22:59:53 EDT)
JL Joshua Smith
Plaintiff

Dated: 05/09/2026

Andrew W. Ferich
Ahdoot & Wolfson, P.C
Attorneys for Plaintiffs

Dated: 05/11/2026

Ben Barnow
Barnow and Associates, P.C.
Attorneys for Plaintiffs

Dated: _____

_____

Print: _____
As the Duly Authorized Corporate Representative of
Kia America, Inc.

Dated: May 11, 2026

Eric Y. Kizirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated:_____

_____
David Griesemer
Plaintiff

Dated:_____

_____
Laura Ann Harris
Plaintiff

Dated:_____

_____
Juliann Maguire
Plaintiff

Dated:_____

_____
JL Joshua Smith
Plaintiff

Dated: 05/09/2026

_____
Andrew W. Ferich
Ahdoot & Wolfson, P.C
Attorneys for Plaintiffs

Dated:_____

_____
Ben Barnow
Barnow and Associates, P.C.
Attorneys for Plaintiffs

Dated: 05/11/2026

_____
Print: Jeremy Close
As the Duly Authorized Corporate Representative of
Kia America, Inc.

Dated:_____

_____
Eric Y. Kizirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

EXHIBIT A

Your claim must be submitted online or postmarked by: MONTH DD, 2026

CLAIM FORM FOR SETTLEMENT

Le Beau, et al. v. Kia America, Inc.,
Case No. 22-cv-001545
U.S. District Court for the Central District of California

2016-2017 Kia Optima and 2017 Kia Sportage

GENERAL INSTRUCTIONS

A Settlement was reached between Kia America, Inc. and plaintiffs in a class action lawsuit relating to the window regulators in certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles (the "Class Vehicles"). If you received notice that you are a Class Member in this Settlement and currently or previously owned or leased a 2016-2017 Kia Optima or a 2017 Kia Sportage, you may be eligible to submit a Claim for certain benefits.

Please read this Claim Form carefully and answer all questions. Failure to provide required information or documentation could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Kia Window Regulator Settlement
c/o Claims Administrator
Claims Administrator mailing address

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form. All fields are required.

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address | **Telephone Number**

II. PROOF OF CLASS MEMBERSHIP

☐ Check this box to certify that you currently or previously owned or leased an eligible 2016-2017 Kia Optima or a 2017 Kia Sportage and received notice of the Settlement.

Questions? Go to URL or call 1-XXX-XXX-XXXX.

Your claim must be submitted online or postmarked by: MONTH DD, 2026

CLAIM FORM FOR SETTLEMENT

Le Beau, et al. v. Kia America, Inc.,
Case No. 22-cv-001545
U.S. District Court for the Central District of California

2016-2017 Kia Optima and 2017 Kia Sportage

Enter the VIN Number of the Class Vehicle you currently or formerly owned or leased:

VIN Number

III. REIMBURSEMENT FOR OUT-OF-POCKET COSTS

All members of the Settlement Class who submit a valid Claim using this Claim Form and supporting documentation are eligible for reimbursement for past window regulator repairs. The amount that you will be reimbursed will depend on the mileage of your vehicle at the time the window regulator repair occurred, as shown in the chart below:

Mileage at time of Out of Warranty Failure	Percentage (%) of Reimbursement	Dollar Cap ($) on Reimbursement
Under 35,000 miles	100%	$400 (100% of $400)
35,001-55,000 miles	80%	$320 (80% of $400)
55,001-75,000 miles	60%	$240 (60% of $400)
75,001-125,000 miles	45%	$180 (45% of $400)
125,001 miles+	40%	$160 (40% of $400)

You must provide supporting documentation for each repair which should include: (1) a repair order from a Kia dealership or reputable third-party repair facility that can be verified at the discretion of the Claims Administrator, that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (2) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.).

Repair 1:

Date of Repair: _____

Mileage of Vehicle on Date of Repair: _____

Cost of Repair: $_____

◯ Check this circle to affirm that you have included the following documentation related to this repair: (1) a repair order from a Kia dealership or reputable third party repair facility that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (2) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.). If you do not provide this documentation, your claim may be denied.

Repair 2:

Your claim must be submitted online or postmarked by: MONTH DD, 2026

CLAIM FORM FOR SETTLEMENT

Le Beau, et al. v. Kia America, Inc.,
Case No. 22-cv-001545
U.S. District Court for the Central District of California

2016-2017 Kia Optima and 2017 Kia Sportage

Date of Repair: _____

Mileage of Vehicle on Date of Repair: _____

Cost of Repair: $_____

◯ Check this circle to affirm that you have included the following documentation related to this repair: (1) a repair order from a Kia dealership or reputable third-party repair facility that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (2) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.). If you do not provide this documentation, your claim may be denied.

Repair 3:

Date of Repair: _____

Mileage of Vehicle on Date of Repair: _____

Cost of Repair: $_____

◯ Check this circle to affirm that you have included the following documentation related to this repair: (1) a repair order from a Kia dealership or reputable third party repair facility that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (2) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.). If you do not provide this documentation, your claim may be denied.

Repair 4:

Date of Repair: _____

Mileage of Vehicle on Date of Repair: _____

Cost of Repair: $_____

◯ Check this circle to affirm that you have included the following documentation related to this repair: (1) a repair order from a Kia dealership or reputable third party repair facility that lists a Class Vehicle by VIN, identifies a Window Regulator Repair, the mileage of the Class Vehicle at the time of the Window Regulator Repair, the date of the repair, and the cost for such repair, *and* (2) proof of payment for a Window Regulator Repair by the Class Member (check, credit card receipt, etc.). If you do not provide this documentation, your claim may be denied.

Your claim must be submitted online or postmarked by: MONTH DD, 2026

CLAIM FORM FOR SETTLEMENT

Le Beau, et al. v. Kia America, Inc.,
Case No. 22-cv-001545
U.S. District Court for the Central District of California

2016-2017 Kia Optima and 2017 Kia Sportage

IV. DEALER SERVICE CARD

As an alternative to Reimbursement for Out-of-Pocket Costs above, **current** Class Vehicle owners and lessees are eligible to obtain a Dealer Service Card in the amount of $40.00. The Dealer Service Card can be used by Class Members for any service, merchandise, or parts purchase at any authorized Kia dealership's service department within six (6) months of issuance. You cannot select this option if you submitted a claim for Reimbursement for Out-of-Pocket Costs above. Former Class Vehicle owners and lessees may not select this benefit option. **You must provide documentation to demonstrate that you are a current Class Vehicle owner or lessee**. One example of documentation that would meet this requirement is current vehicle registration.

◯ Check this circle to submit a claim for a $40.00 Dealer Service Card and to affirm that you have included documentation demonstrating that you are a current Class Vehicle owner or lessee.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment for an Out-of-Pocket expense:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Check (sent to above address)

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature	Printed Name	Date

EXHIBIT B

Le Beau, et al. v. Kia America, Inc.,
Case No. 22-cv-001545
U.S. District Court for the Central District of California

A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued

WHAT IS THIS ABOUT?

You are receiving this Notice because you may be a Class Member in a proposed class action settlement in a lawsuit called *Le Beau v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D.Cal.). Class Members include current or former owners/lessees of certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles (the "Class Vehicles"). This Settlement resolves alleged claims that the Class Vehicles contain defective window regulators, resulting in an inoperative window regulator and the malfunction of the power window system. Kia denies the claims but Plaintiffs and Kia have agreed to settle. The Court has not decided who is right.

You have been identified as a potential Class Member based on records from Kia and the DMV. The purpose of this Notice is to inform you of the proposed class action settlement so you may decide what to do. **Your legal rights under the Settlement are affected even if you do nothing, so please read this Notice carefully.**

AM I PART OF THE CLASS?

The Settlement Class consists of all persons in the United States and the District of Columbia (excluding U.S. territories) who currently or previously owned or leased a Class Vehicle. Please visit WEBSITE, to review certain exclusions.

WHAT BENEFITS ARE AVAILABLE UNDER THE SETTLEMENT?

Kia will provide (1) reimbursement to current and former owners/lessees of Class Vehicles for out-of-pocket costs incurred for a window regulator repair or replacement, supported by documentation evidencing the date and amount of the cost incurred, capped at tiered limits set forth in the settlement depending on the time/mileage of the claimed failure, or (2) in the alternative, a $40 Dealer Service Card available to only current owners/lessees of Class Vehicles. To submit your claim online please visit WEBSITE. You can also download a claim form on the on the Settlement Website or call to request a form and submit your claim by mail. Claim forms must be electronically submitted or postmarked no later than [DATE]. For additional information, please visit the Settlement website at WEBSITE.

WHAT ARE MY OPTIONS?

You may make a claim for reimbursement of eligible prior out-of-pocket expenses incurred in replacing the window regulator(s) of your vehicle, or if you still own the vehicle, you can alternatively make a claim for a Dealer Service Card. If you exclude yourself, you will not receive the benefits under the Settlement, but you will keep your right to sue Kia over the claims this Settlement resolves. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If you do nothing, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim. Exclusion Requests and Objections must be

postmarked by **[DATE]**. For more details, to get a Claim Form, or to obtain other information, go to WEBSITE.

WHAT HAPPENS NEXT?

The Court will hold a hearing on [DATE/TIME] to consider whether to grant 1) final approval of the Settlement, 2) Class Counsels' Fees, Costs, and Expenses in an amount not to exceed $1,244,000, and 3) Service Awards of $1,500 to each of the Class Representatives. You do not need to attend the hearing. The hearing date may change, so check the Settlement Website regularly. **Questions or more information?** Visit [WEBSITE], call toll-free XX, or email XX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT C

A California Federal Court authorized this Notice

If you purchased or leased certain 2016-2017 Kia Optima or 2017 Kia Sportage vehicles, you may benefit from a class action settlement.

You are receiving this Notice because records indicate you may qualify for this class action settlement.

Questions?
Visit [insert claims administration website]
or
Call [insert claims administrator phone number]

This Notice summarizes your rights and options with respect to the Settlement. Please read it carefully.

Kia Window Regulator Settlement
c/o [CLAIMS ADMIN]
[ADDRESS]
[ADDRESS]

<<Barcode>>

«Name»
«Addr1»
«Addr2»
«City», «ST» «Zip»
«Country»

WHAT IS THIS ABOUT?

You are receiving this Notice because you may be a Class Member in a proposed class action settlement in a lawsuit called *Le Beau v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D. Cal.). Class Members include current or former owners/lessees of certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles (the "Class Vehicles"). This Settlement resolves alleged claims that the Class Vehicles contain defective window regulators, resulting in an inoperative window regulator and the malfunction of the power window system. Kia denies the claims but Plaintiffs and Kia have agreed to settle. The Court has not decided who is right.

You have been identified as a potential Class Member based on records from Kia and the DMV. The purpose of this Notice is to inform you of the proposed class action settlement so you may decide what to do. **Your legal rights under the Settlement are affected even if you do nothing, so please read this Notice carefully.**

AM I PART OF THE CLASS?

The Settlement Class consists of all persons in the United States and the District of Columbia (excluding U.S. territories) who currently or previously owned or leased a Class Vehicle. Please visit WEBSITE, to review certain exclusions.

WHAT BENEFITS ARE AVAILABLE UNDER THE SETTLEMENT?

Kia will provide either (1) reimbursement for out-of-pocket costs for a window regulator repair or replacement, supported by documentation evidencing the date and amount of the cost incurred, capped at tiered limits set forth in the settlement depending on the time/mileage of the claimed failure, or (2) a $40 Dealer Service Card in the alternative. To submit your claim online please visit WEBSITE. You can also download a claim form on the Settlement Website or call to request a form and submit your claim by mail. Claim forms must be electronically submitted or postmarked no later than [DATE]. For additional information, please visit the Settlement website at WEBSITE.

WHAT ARE MY OPTIONS?

You may make a claim for reimbursement of eligible prior out-of-pocket expenses incurred in replacing the window regulator(s) of your vehicle, or, if you still own the vehicle, you can alternatively make a claim for a Dealer Service Card. If you exclude yourself, you will not receive the benefits under the Settlement, but you will keep your right to sue Kia over the claims this Settlement resolves. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If you do nothing, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim. Exclusion Requests and Objections must be postmarked by **[DATE]**. For more details, to get a Claim Form, or to obtain other information, go to WEBSITE.

WHAT HAPPENS NEXT?

The Court will hold a hearing on [DATE/TIME] to consider whether to grant 1) final approval of the Settlement, 2) Class Counsels' Fees, Costs, and Expenses in an amount not to exceed $1,244,000, and 3) Service Awards of $1,500 to each of the Class Representatives. You do not need to attend the hearing. The hearing date may change, so check the Settlement Website regularly. **Questions or more information?** Visit [WEBSITE], call toll-free XX, or email XX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you purchased or leased certain 2016-2017 Kia Optima or 2017 Kia Sportage vehicles, you may be entitled to benefits from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.
Para una notificación en español, visite www.KiaWindowRegulatorSettlement.com

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 in a class action lawsuit known as *Le Beau, et al. v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D. Cal). You are receiving this Notice because Kia America, Inc. ("Kia") records indicate that you may be entitled to claim certain financial benefits offered by this Settlement.
- The Settlement offers several benefits as detailed below. Please review the answer to Question 8 below closely. Settlement details, including the Class Action Settlement Agreement and Release ("Settlement Agreement"), can be found at www.KiaWindowRegulatorSettlement.com.
- You are a Settlement Class Member if you own or lease a Class Vehicle or previously owned or leased a Class Vehicle. Class Vehicles include certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles.
- ***Please read this Notice carefully***. Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check www.KiaWindowRegulatorSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS.

Instead, please visit www.KiaWindowRegulatorSettlement.com or call toll-free at 1-_____.

YOUR LEGAL RIGHTS AND OPTIONS		
SUBMIT A CLAIM FORM	The only way to get the benefits available under the Settlement is by submitting a claim form. By submitting a claim form, you will: • Be bound by the Settlement terms. • Give up your right to sue Kia separately for the claims in this case.	Claims must be submitted or postmarked no later than _____ **(90 days after the Class Notice).**
EXCLUDE YOURSELF ("OPT OUT")	Get no benefits available under the Settlement. This is the only option that allows you to keep your right to sue or continue to sue Kia separately for the same legal claims in this case.	Postmark no later than _____ (60 days after Class Notice)
OBJECT	To object to the Settlement, you must remain a member of the class—you cannot ask to be excluded. You will remain in the Settlement Class and be bound by the Settlement Agreement if the Settlement is approved by the Court. You may object to the Settlement by writing to the Court and indicating why you do not like the Settlement.	File electronically or Postmark no later than _____ (60 days after Class Notice)
ATTEND THE FINAL APPROVAL HEARING	Ask to speak to the Court about the fairness of the Settlement.	File Notice of Intention to Appear by _____.
DO NOTHING	Receive no payment. Give up your right to sue or continue to sue Kia separately for the same legal claims in this case.	

• These rights and options—and the deadlines to exercise them—are explained in this Notice.

• The Court in charge of this case must still decide whether to approve the Settlement. 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.

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BACKGROUND INFORMATION

1. Why am I getting this Notice?

According to Kia's records, you bought or leased a Class Vehicle in the United States.

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, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, Kia will provide payments 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 this lawsuit are called Plaintiffs, and the company they sued, Kia America, Inc. ("Kia"), is called the Defendant. The Plaintiffs allege that Class Vehicles suffer from a defect that can cause the automatic window regulators with drums/gears to separate or break, resulting in an inoperative window regulator and the malfunction of the power window system. Kia denies these claims.

3. What vehicles are included in the Settlement?

The Settlement includes certain 2016-2017 model year Kia Optima and all 2017 Kia Sportage vehicles, as identified by a defined vehicle identification number (VIN) list ("Class Vehicles").

4. Why is this a class action and who is involved?

In a class action lawsuit, one or more persons called the "Class Representatives" (in this case David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith) sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those who exclude themselves from the Class. The court in charge of this case is the United States District Court for the Central District of California, and the case is known as *Le Beau, et al. v. Kia America, Inc., et al.*, *No.* 22-cv-01545-FWS-JDE. District Judge Fred W. Slaughter is presiding over this class action.

5. Why is there a Settlement?

The Class Representatives and Defendant agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get payments in exchange for releasing Kia from liability. The Settlement does not mean that Kia broke any laws or did anything wrong, and the Court did not decide which side was right.

This Settlement has 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 and is fair, reasonable, and adequate.

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 the parties and are available at www.KiaWindowRegulatorSettlement.com. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE CLASS

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

Judge Slaughter decided that for the purposes of this proposed settlement, everyone who fits this description is covered by the Settlement: All residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle.

The Class also excludes (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8) individuals or entities that have purchased and/or leased Class Vehicles as "fleet" vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized, unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

7. I am still not sure if I am included.

If you are still not sure whether you are a member of the Class, you can get help at www.KiaWindowRegulatorSettlement.com, by calling (###) _____, or by calling Class Counsel at the phone numbers below. 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. **Please do not call the Court**.

SETTLEMENT BENEFITS

8. What benefits does the Settlement provide?

The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website.

Under the Settlement, Kia will provide, on a claims-made basis, reimbursement for "Out-of-Pocket Cost(s)," which are defined as amounts actually paid by a Class Member for parts and labor for a Window Regulator Repair at an authorized Kia dealership or at a reputable third-party repair facility whose legitimacy may be verified, at the discretion of the Claims Administrator, by resort to local government business license, tax certificate, permit, or other records. A "Window Regulator Repair" is a repair of a power window regulator in a Class Vehicle at a Kia dealership or third-party repair facility to address a contention that one or more of the power windows on a Class Vehicle do not roll up or down. For a listing of the part numbers involved in a Window Regulator Repair, please see the Settlement Agreement on the settlement website, www.KiaWindowRegulatorSettlement.com.

Reimbursement for Out-of-Pocket Costs will be made consistent with a tiered limitation as agreed to in the Settlement Agreement to any Class Member who submits a Claim and establishes that such Class Member paid out of pocket for an eligible repair (*i.e.*, replacement of one or more of the window regulators in a Class Vehicle, up to a maximum of 4x per VIN). The amount of the Reimbursement is based on a tiered system by mileage, and a total dollar cap, as follows:

Mileage at time of Out of Warranty Failure	Percentage (%) of Reimbursement	Dollar Cap ($) on Reimbursement
Under 35,000 miles	100% of amount paid	$400 (100% of $400)
35,001-55,000 miles	80% of amount paid	$320 (80% of $400)
55,001-75,000 miles	60% of amount paid	$240 (60% of $400)
75,001-125,000 miles	45% of amount paid	$180 (45% of $400)
125,001 miles+	40% of amount paid	$160 (40% of $400)

Alternatively, in lieu of a claim for reimbursement of an Out-of-Pocket Cost, *for current Class Vehicle owners only*, Class Members may make a Claim to receive a Dealer Service Card valued at $40 as an alternative to submitting a reimbursement claim for Out-of-Pocket Costs for Window Regulator Repair(s). Both a Claim for Out-of-Pocket Costs or a Dealer Service Card must be submitted with Required Documentation. Please see the Claim Form for Required Documentation for each claim.

9. What am I giving up to get a payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will be treated as part of the Settlement Class which means you cannot sue, continue to sue, or be part of any other lawsuit against Kia, or other related entities or individuals (listed in the Settlement Agreement) about the claims released in this Settlement. It also means that all the Court's decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at www.KiaWindowRegulatorSettlement.com.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death; (ii) personal injury; (iii) damage to property other than to 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.

You can talk to one of the lawyers listed in Question 15 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.

HOW TO GET PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To receive a Reimbursement or Dealer Service Card, Class Members must complete and submit a timely Claim Form signed under penalty of perjury and submit additional documentation as set forth on the Claim Form (*i.e.*, Required Documentation). The Claim Form can be obtained or submitted online at www.KiaWindowRegulatorSettlement.com or by writing or emailing the Claims Administrator at the contact information listed below. All Claim Forms and applicable proof must be submitted to the Claims Administrator electronically or postmarked no later than [INSERT DATE] 90 days after the date of this Class Notice ("Claims Deadline"). If you choose to submit your Clam Form and documents by mail, please send to:

Claims Administrator Name
Attn: Kia Window Regulator Settlement
[ADDRESS]
Via Web: WEBSITE

Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you do not submit a valid Claim Form by **the Claims Deadline**, you may not receive payment, but you will be bound by the Court's judgment. Sending a Claim Form late will be the same as doing nothing.

11. When will I get my payment?

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 following the entry of the Final Judgment and Order with respect to the class benefits provided under the Settlement Agreement, if there are no objectors to the Settlement. If, however, there are any objections to the Settlement, the Effective Date of Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Judgment and Order are finally decided or terminated, whichever date is later. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient. When the date becomes known it will be posted at **www.KiaWindowRegulatorSettlement.com**

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 Claims Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 30 days of the notice.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a valid written request saying that you want to be excluded from the Settlement. Your request must include the following:

- Your full name and current address;
- Identify the model year, Vehicle Identification Number (VIN), and the approximate date(s) of purchase or lease;
- Clearly state that you wish to be excluded from the Settlement and the Class; and
- Provide a signature. An attorney's signature is not sufficient.

Please also identify the model of your Class Vehicle and the case name and number (*Le Beau, et al. v. Kia America, Inc., et al.,* Case No. 22-cv-01545-FWS-JDE).

You cannot ask to be excluded from the Settlement over the phone. You **must** mail or deliver your letter with your exclusion request postmarked no later than _____ to:

Attn: Kia Window Regulator Settlement
[ADDRESS]
[ADDRESS]

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) Kia about the claims in this case. The deadlines found in this Notice may be changed by the Court. Please check **www.KiaWindowRegulatorSettlement.com** regularly for updates regarding the Settlement.

IF YOU DO NOT EXCLUDE YOURSELF BY _____, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE LEGALLY BOUND BY THE ORDERS OF THE COURT IN THIS

LAWSUIT.

13. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself (opting out), you give up any right to sue Kia for the claims that this Settlement resolves. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Kia about the issues in the lawsuit.

If you have a pending lawsuit against Kia, 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 related to the Class Vehicles and the alleged defect in this case.

If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement. You will retain your right to separately assert any claims you may have against Kia. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

14. If I exclude myself, can I still get the Settlement Benefits?

No. If you exclude yourself, you will not get the Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement or submit a Claim Form asking for a Reimbursement or Dealer Service Card.

Only request exclusion if you do NOT wish to participate in this Settlement, you do NOT wish to be bound any judgment in this case, and do NOT wish to share in any benefits provided by the Settlement.

THE ATTORNEYS REPRESENTING YOU

15. Do I have lawyers in this case?

Yes. The Court appointed two law firms to represent you and other Settlement Class Members as Class Counsel. Their contact information is as follows:

CLASS COUNSEL	
Ben Barnow Anthony L. Parkhill Barnow and Associates, P.C. 205 W. Randolph St., Suite 1630 Chicago, IL 60606 (312) 621-2000 b.barnow@barnowlaw.com aparkhill@barnowlaw.com	Andrew W. Ferich Sarper Unal Ahdoot & Wolfson, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 (310) 474-9111 aferich@ahdootwolfson.com sunal@ahdootwolfson.com

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 expense.

Defendant has its own attorneys. The attorneys representing Defendant are:

DEFENDANT'S COUNSEL
Eric Kizirian Zourik Zarifian **LEWIS BRISBOIS BISGAARD & SMITH, LLP** 633 W. 5th Street Suite 4000 Los Angeles, California 90071 Telephone: (213) 250-1800 Eric.Kizirian@LewisBrisbois.com Zourik.Zarifian@LewisBrisbois.com

16. How will these lawyers get paid?

Class Counsel will apply to the Court for an order awarding: (1) Class Counsels' Fees, Costs, and Expenses in an amount not to exceed $1,244,000.00; and (2) Service Awards to the Class Representatives in the amount of $1,500.00 each, for their time and effort spent representing the Class Members in this lawsuit.

The Court must approve the request for Class Counsels' Fees, Costs and Expenses and the request for Class Representative Service Awards. The Court may award amounts different than what Class Counsel seek. Class Counsel will file the motion for Class Counsels' Fees, Costs and Expenses and the request for Class Representative Service Awards with the Court, which will then be posted on the Settlement Website. Please check **WEBSITE** for updates.

17. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Kia because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the proposed Settlement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards.

For an objection to be considered by the Court, the objection must: (1) either be filed electronically with the Court or be sent by mail to the Clerk of the Court and (2) sent to both Defendant's Counsel and Class Counsel. This must be done not later than _____. If you want to mail your objection to the Court, you must send your objection to all of the addresses below. If you file your objection electronically, you must only send it to Defendant's Counsel and Class Counsel.

CLERK OF THE COURT	DEFENDANT'S COUNSEL	CLASS COUNSEL
Office of the Clerk United States District Court Central District of California 411 West 4th Street, Room 1053 Santa Ana, CA 92701-4516	Lewis Brisbois Bisgaard & Smith LLP Attn: Eric Y. Kizirian, Esq. *Le Beau et al. v. Kia Motor America* 633 W. 5th Street, Suite 4000 Los Angeles, California 90071	Barnow and Associates, P.C. Attn: Ben Barnow *Le Beau et al. v. Kia Motor America* 205 W. Randolph St., Suite 1630 Chicago, IL 60606 Ahdoot & Wolfson, PC Attn: Andrew W. Ferich *Le Beau et al. v. Kia America, Inc.* 201 King of Prussia Road, Suite 650 Radnor, PA 19087

To be valid, your objection must include the following:

(a) the case name and number of the Action;
(b) the objector's full name, current address, and telephone number;
(c) the model year and VIN(s) of your Class Vehicle(s);
(d) a statement of the objection(s) including all factual and legal grounds for the position;
(e) copies of any documents that the objector wishes to submit in support of his/her position;
(f) a list of any other objections submitted by you and/or your counsel to any class action settlements submitted in any court in the United States in the previous five years or, if none, a statement that you and/or your counsel have made no such objections; and
(g) your signature, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection, and the date of the objection.

If you fail to comply with the above requirements for stating a valid objection, you will waive any rights you may have to appear separately and object to the Settlement, and will be bound by the terms of this Settlement, the Release, and the Court's judgment.

19. What is the difference between objecting to and opting out (excluding) from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you object to the Settlement, you are bound by the release in the Settlement. If you exclude yourself (opt out), you keep your rights and are not bound by the release in the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on _____, at the United States District Court, Central District of California, _____. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsels' Fees, Costs, and Expenses, and grant Class Representative Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court

will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check **WEBSITE** for updates.

21. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Kia will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Le Beau, et al. v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D. Cal)." Your request must include your name, address, and telephone number, the model year and VIN for your Class Vehicle, and signature, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your Notice of Intention to Appear must be filed with the Clerk of the Court and served upon Class Counsel and Defendant's Counsel at the addresses in Question 15 on or before _____.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get a Reimbursement or Dealer Service Card from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Kia about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement, the Settlement Class and the nature of the litigation. For more information, you may contact Class Counsel or the Claims Administrator using the contact information below. You may also visit the Settlement website at **WEBSITE** or access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.mdd.uscourts.gov/; or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, _____, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit WEBSITE or call 1-_____.

APPENDIX A

RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or that could have been, asserted by the Plaintiffs or any Class Members against them regarding or relating to the Window Regulator and claims asserted or that could have been asserted in the Action, except as set forth in ¶B below. Without assuming that the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Judgment and Order, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, property damage, or claims for subrogation.

C. Upon issuance of the Final Judgment and Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendants and Released Parties.

EXHIBIT E

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

DAVID GRIESEMER, LAURA ANN HARRIS, JULIANN MAGUIRE, and JL JOSHUA SMITH, individually and on behalf of all others similarly situated, Plaintiffs, v. KIA AMERICA, INC., Defendant.	Case No. 8:22-cv-01545-FWS-JDEx **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Fed. R. Civ. P. ("Rule") 23(a), 23(b)(3), and 23(e), the Parties seek entry of an order: preliminarily approving the nationwide class action Settlement of this Action ("Settlement") pursuant to the terms and provisions of the Settlement Agreement, with attached exhibits ("Settlement Agreement"); preliminarily certifying the Settlement Class for settlement purposes only; directing notice to the Settlement Class pursuant to the Parties' proposed Class Notice set forth in the Settlement Agreement; preliminarily appointing class representatives for the Settlement Class, Class Counsel, and the Claims Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings, and deadlines; and scheduling the Final Fairness Hearing; and

WHEREAS, this Court has read and carefully considered the Settlement Agreement and its exhibits, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the applicable law;

NOW, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Defendant Kia, and any party to any agreement that is part of or related to the Settlement.

3. The Court preliminarily approves the Settlement Agreement, and its Settlement terms, as fair, reasonable, and adequate under Rule 23 of the Federal Rules of Civil Procedure, subject to further consideration at the Final Fairness Hearing.

4. The Court preliminarily finds that the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strengths, weaknesses, risks, and benefits to each party, and as such, to negotiate a Settlement Agreement that is fair, reasonable, and adequate and reflects those considerations.

5. The Court also preliminarily finds that the Settlement Agreement has been reached following vigorous and intensive arm's-length negotiations of disputed claims, including two mediation sessions with the assistance of an experienced third-party neutral mediator, and that the proposed Settlement is not the result of any collusion.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

> All residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle.

"Class Vehicles" are defined as: certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles and are identifiable by their Vehicle Identification Number ("VIN") to be provided by Kia to the Claims Administrator. Excluded from the Class are (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8) individuals or entities that have purchased and/or leased Class Vehicles as "fleet" vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized, unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

7. The Court preliminarily appoints Andrew W. Ferich and Sarper Unal of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and

Associates, P.C. as Class Counsel for the Settlement Class. The Court finds that the requirements of Rule 23(g) are satisfied by these appointments. The Court preliminarily appoints, pursuant to Rule 23(a), Plaintiffs David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith, as Class Representatives. The Court finds that these Plaintiffs will fairly and adequately represent the interests of the Class.

8. The Court preliminarily appoints Kroll Settlement Administration, LLC as the Claims Administrator.

9. The Court preliminarily finds, solely for purposes of the Settlement, that the criteria under Rule 23(a)-(b) for certification of the Settlement Class are satisfied, in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over individual questions; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

10. The Court finds, pursuant to Rule 23(e)(1)(B), that giving notice to the class is justified and appropriate because the Court will likely be able to approve the Settlement as fair, reasonable, and adequate, and certify the class for purposes of judgment on the proposed Settlement, pursuant to Rule 23(e)(1)(b)(i) and (ii). In addition, the Court finds, pursuant to Rule 23(e)(2)(A)-(D), that the Class Representatives and Class Counsel have adequately represented the Class, the Settlement was negotiated at arm's length, the relief provided for the Class is adequate, and the proposal herein treats Class Members equitably relative to each other.

11. The Court has carefully reviewed and hereby approves the Parties' Class Notice as set forth in the Settlement Agreement. The Court approves the form and content of the Class Notices, including the E-mail Notice (Exhibit B to the Settlement Agreement), where e-mail is available, and Postcard Notice (in the alternative where no

e-mail is available) (Exhibit C to the Settlement Agreement) which shall be provided to Class Members via First Class Mail in cases where email is not available, but in no event more than 75 days after the entry of this Order, and the long form Class Notice to be available on the Settlement Website (Exhibit D to the Settlement Agreement). For purposes of identifying the requisite names and addresses, Kia will provide all available names and addresses of Class Vehicle owners, along with Class Vehicle VINs, to S&P Global (or similar third-party entity), who shall be authorized to use that information to obtain the names and most current addresses of current and former Class Vehicle owners and lessees through state agencies. Prior to disseminating Notice, the Claims Administrator shall conduct an address search through the U.S. Postal Service's National Change of Address database to update the address information for current and former Class Vehicle owners and lessees. If any Class Notice is returned as undeliverable, the Claims Administrator will make a reasonable effort to resend them if an updated mailing address is provided or available. In addition, the Claims Administrator shall create, launch, and maintain the Settlement Website from date the Class Notice is mailed through 90 days after the Approved Claim Payment Date which will contain: (1) instructions on how to file a Claim; (2) instructions on how to contact the Claims Administrator for assistance with their Claims; (3) instructions on how to contact Class Counsel for assistance; (4) a copy of the Class Notice, Claim Form, and the Settlement Agreement; (5) any orders issued by the Court approving or disapproving of the proposed Settlement; and (6) any other information Kia and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. Kia, through the Claims Administrator, will also establish an 800 number from the date the Class Notice is mailed through 90 days after the Approved Claim Payment Date with pre-recorded messages that address commonly asked settlement questions. Further, on or before the Notice Date, the Claims Administrator shall create, maintain, and actively monitor a settlement e-mail inbox, the address for which shall be posted clearly on the Settlement Website. The Claims Administrator will be expected to respond to Class Member inquiries about the

Settlement. Any questions or inquiries that the Claims Administrator is incapable of responding to will be directed to Class Counsel and Defendant's Counsel. The Court approves the Claim Form (Exhibit A to the Settlement Agreement) which will be made available on said Settlement Website.

12. The Court finds that the Parties' Class Notice satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Class Notice is reasonably calculated to apprise the Settlement Class of the pendency of the Action; the certification of the Settlement Class for settlement purposes only; the terms of the Settlement, its benefits, and the release of claims; the Settlement Class Members' rights, including the right to and the deadlines and procedures for requesting exclusion from the Settlement or objecting to the Settlement; Class Counsel's Fee and Expense application and the application for Class Representative Service Awards; the deadline, procedure, and requirements for submitting a Claim for reimbursement of Out-of-Pocket Costs for a Window Regulator Repair, or a Dealer Service Card pursuant to the Settlement terms; the time, place, and right to appear at the Final Fairness Hearing; and other pertinent information.

13. The Court further finds that all the notices are written in simple terminology and are readily understandable by Settlement Class Members. The date and time of the Final Fairness Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity without further approval of this Court, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

14. Accordingly, the Court approves, and directs the implementation of, the Class Notice pursuant to the terms of the Settlement Agreement.

15. The Claims Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including providing notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, implementing and maintaining the Settlement Website, disseminating the Class Notice, the processing, review and determination of timely submitted and proper Claims under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

16. The Departments of Motor Vehicles within the United States are ordered to provide approval to S&P Global, or any other company so retained by the Parties and/or the Claims Administrator, to release the names, addresses, and other necessary contact information of Settlement Class Members associated with the titles of the VINs for the Settlement Class Vehicles for the purposes of disseminating the Class Notice to the Settlement Class Members. S&P Global, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and S&P Global or such other company, and/or the Claims Administrator and S&P Global or such other company, the Settlement Class Members' contact information to the Claims Administrator and/or Defendant solely for the use of providing Class Notice and for no other purpose.

17. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, non-material changes to the form or content of the Long Form Notice, E-Mail Notice, Postcard Notice, the Claim Form, and other exhibits that they jointly agree are reasonable or necessary.

18. Upon application by the Parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or

continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

19. Any Class Member may submit a Request for Exclusion by mailing or delivering such request to the Claims Administrator at an address designated by the Claims Administrator, which will be set forth in the Class Notice. To be valid, any Request for Exclusion must be postmarked or delivered by the Opt-Out Deadline. Any Request for Exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of their Class Vehicle(s) and the date(s) of purchase or lease, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

20. The Claims Administrator will share information regarding Class Member exclusion requests with Class Counsel and Defendant's Counsel on a weekly basis until the deadline for a Request for Exclusion and upon reasonable request thereafter. Any Class Member who submits a timely and valid Request for Exclusion may not file an objection to the Settlement, shall not be entitled to submit a Claim, and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Requests for Exclusion will be permitted by individual Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of only the individual Class Member signing the form.

21. No later than 14 days following the Opt-Out Deadline, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a list identifying all Class Members who submitted a Request for Exclusion, together with copies of the Requests for Exclusion, and a declaration attesting to the completeness and accuracy thereof. This list shall be included as an exhibit to the declaration and to the proposed Final Judgment and Order to be submitted with the motion for final approval. Prior to the Final Approval Hearing, the Claims Administrator shall let the Parties know

if any late processed but timely additional Requests for Exclusion were received, and provide an updated opt-out list (if necessary) 5 days prior to the Final Approval Hearing, so that the Parties can provide an up-to-date and final opt-out list to the Court at the Final Approval Hearing.

22. Any Class Member who wishes to submit an objection to the Settlement and for it to be considered, must file a written notice of objection by the Objection Deadline, and serve it on Defendant's Counsel and Class Counsel. If such person intends to appear at the Final Approval Hearing, they must also file a notice of intent to appear. Class Members' objections, along with any documents or information required by this paragraph that the objecting Class Member intends to present to the Court, must be: (1) either filed electronically with the Court or be sent by mail to the Clerk of the Court at the address below and (2) sent to both Defendant's Counsel and Class Counsel at the following addresses, which also will be set forth in the Class Notice:

Defendant's Counsel

Lewis Brisbois Bisgaard & Smith LLP
Attn: Eric Y. Kizirian, Esq.
Le Beau et al. v. Kia America, Inc.
633 W. 5th Street, Suite 4000
Los Angeles, California 90071

Class Counsel

Barnow and Associates, P.C.
Attn: Ben Barnow
Le Beau et al. v. Kia America, Inc.
205 W. Randolph St., Suite 1630
Chicago, IL 60606

Ahdoot & Wolfson, PC
Attn: Andrew W. Ferich
Le Beau et al. v. Kia America, Inc.
201 King of Prussia Road, Suite 650
Radnor, PA 19087

Court Clerk

Office of the Clerk
United States District Court
Central District of California
411 West 4th Street, Room 1053
Santa Ana, CA 92701-4516

23. Class Members wishing to submit an objection to the Settlement must include the following information in the written objection: (i) the case name and number, *Le Beau. et al. v. Kia America, Inc.*, No. 22-cv-001545-FWS-JDE; (ii) the Class

Member's full name, current address, and current telephone number; (iii) the model year and VIN(s) of the Class Member's Class Vehicle(s); (iv) a statement of the objection(s) including all factual and legal grounds for the position; (v) copies of any documents that the objector wishes to submit in support of his/her position; and (vi) the signature of the objecting Class Member, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection, and the date of the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector and/or objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member and/or their counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

24. Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any petitions for attorneys' fees, Service Awards, and reimbursement of litigation costs and expenses. The objecting Class Member must file with the clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing by the Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a notice of intention to appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

25. All Class Members who have any objections must file a notice of objection or request to be heard with the Court and serve by mail or hand delivery such notice of objection or request to be heard at the addresses set forth in the Class Notice by no later than the Objection Deadline.

26. Any Settlement Class Member who fails to properly or timely file their objections with the Court, along with the required information and documentation set forth above, and serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived, and their objections may not be considered by the Court.

27. In the event the Settlement is not granted final approval by this Court, or for any reason the Parties fail to obtain a Final Order and Judgment as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;

b. The Parties' respective pre-Settlement claims, defenses, and procedural rights will be preserved, and the Parties will be restored to their positions *status quo ante*;

c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant, Released Parties, or Plaintiffs on any allegation, claim, defense, or point of fact or law in connection with this Action;

d. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise; and

e. The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

28. Pending the Final Fairness Hearing and the Court's decision whether to grant final approval of the Settlement, no Settlement Class Member, either directly, representatively, or in any other capacity (including those Settlement Class Members who filed Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Final Fairness Hearing), shall commence, prosecute, continue to prosecute, or participate in - against Defendant and/or any of the Released Parties - any action or proceeding in any court or tribunal (judicial, administrative, or otherwise) asserting any of the matters, claims, or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

29. Pending the Final Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

30. Based on the foregoing, the Court sets forth below the following schedule for the Final Fairness Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding this Settlement and any pertinent dates and deadlines:

Event	**Deadline Pursuant to Settlement Agreement**
Notice Date	75 days after issuance of Preliminary Approval Order
Class Counsel's Fee and Expense Application and request for service awards for class representatives	14 days prior to Objection and Opt-Out Deadline
Objection and Opt-Out Deadline	60 days after Notice Date

Claims Deadline	90 days after Notice Date
Plaintiffs' Motion for Final Approval of the Settlement	No later than 14 days prior to Final Fairness Hearing
Claims Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted timely and proper Requests for Exclusion; and (ii) attesting that Class Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.	No later than 5 days prior to Final Fairness Hearing
Final Fairness Hearing will be held at Ronald Reagan Federal Building and U.S. Courthouse, Courtroom 10D, Santa Ana, CA 92701 or by video conference as determined by the Court	_____ [a date on or after 195-days after issuance of Preliminary Approval Order]

31. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Fairness Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

SO ORDERED:

Date: _____

_____
Honorable Fred W. Slaughter
United States District Judge

EXHIBIT F

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

DAVID GRIESEMER, LAURA ANN HARRIS, JULIANN MAGUIRE, and JL JOSHUA SMITH, individually and on behalf of all others similarly situated, Plaintiffs, v. KIA AMERICA, INC., Defendant.	Case No. 8:22-cv-01545-FWS-JDEx **[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF SETTLEMENT, AND AWARDING ATTORNEYS' FEES AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

WHEREAS, this Court, having carefully reviewed and considered all the filed submissions relating to the proposed Class Settlement of this Action ("Settlement" or "Class Settlement") including the Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement and exhibits thereto and Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards (hereinafter the "Motions"), the Parties' Settlement Agreement with exhibits, the Declaration of the Claims Administrator, and all other submissions and filings in this Action;

WHEREAS, this Court, having issued its Order Granting Preliminary Approval of Class Action Settlement which granted preliminary approval of the Class Settlement, provisionally certified, for settlement purposes only, the proposed Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3); preliminarily appointed the Class Representatives, Class Counsel, and the Claims Administrator; approved the form and content of the Class Notice and Claim Form; approved the Parties' Class Notice plan set forth in the Settlement Agreement ("Notice Plan") as the best notice practicable under the circumstances and comporting in all respects with Fed. R. Civ. P. 23(e) and due process; and directed the dissemination of the Class Notice pursuant to the Notice Plan;

WHEREAS, the approved Notice Plan has been effectuated in a timely and proper manner; and

WHEREAS, this Court having held a Final Fairness Hearing on ____, 2026 and having carefully considered all the submissions, arguments and applicable law, and with due deliberation thereon,

NOW, this Court hereby GRANTS the Motions, and finds, orders, and adjudges as follows:

1. **Defined Terms of the Settlement Agreement; Incorporation of Settlement Agreement and Exhibits**. Unless otherwise defined herein, the defined terms used in this Order shall have the same definition and meaning as the defined terms

set forth in the Settlement Agreement. This Order incorporates and makes a part hereof the Settlement Agreement and including its exhibits.

2. **Jurisdiction and Venue.** The Court has jurisdiction over the Action and all matters relating to the Settlement. Venue is also proper in this Court.

3. **Final Approval of the Class Settlement.** The Court hereby grants final approval of the Settlement and all the terms and provisions of the Settlement Agreement. The Court finds that the Settlement is fair, reasonable, and adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23 and the applicable law.

4. **Certification of the Settlement Class.** The Court certifies, for Settlement purposes only, the proposed Settlement Class set forth in the Settlement Agreement and in the Preliminary Approval Order. The Court finds that, for the purposes of Settlement, the applicable prerequisites for certification of the proposed Settlement Class under Fed. R. Civ. P 23(a) and 23(b)(3) are fully satisfied, to wit: the Settlement Class is so numerous that joinder of all members is not practicable; questions of law and fact are common to the Settlement Class; the claims of the Class Representatives are typical of the claims of the Settlement Class; the Class Representatives and Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class; questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. In addition, because this Action is being settled rather than litigated to conclusion, the Court need not consider manageability issues that might be presented by a trial of this action. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

5. **Notice of the Settlement to the Settlement Class.** The Court finds that the dissemination of the Class Notice to the Settlement Class: (a) was implemented in a timely and proper fashion in accordance with the Parties' approved Notice Plan as set forth in the Settlement Agreement and Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; and (c) in all respects satisfied the

requirements of Fed. R. Civ. P. 23(e), the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

6. **CAFA Notice.** The Court finds that in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), the Claims Administrator properly and timely caused to be mailed a copy of the proposed Settlement and all other documents required by law to the Attorney General of the United States and the Attorneys General of each State where class members reside. No Attorney General has filed any objection to, or voiced any concern over, the Class Settlement or any of its terms and provisions.

7. **The Settlement is Fair, Reasonable, and Adequate**. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in all respects satisfies Fed. R. Civ. P. 23. The Settlement provides substantial benefits to, and is in the best interests of, the Settlement Class, and is particularly fair, reasonable, and adequate when considering the issues of this case including, but not limited to, the disputed nature of the claims, the potential defenses thereto, the risks of non-recovery or reduced recovery to the Settlement Class, the risks of inability to certify a class and/or to maintain any class certification through trial and potential appeal if this action is litigated rather than settled, the substantial burdens, time and expense of further litigation, and the delays of any potential recovery associated with the continued litigation of the Action.

8. **The Settlement is the Result of Extensive Arm's-Length Negotiation of Highly Disputed Claims by Experienced Class Action Counsel and is Not the Product of Collusion.** The Court further finds that the Settlement was entered into as a result of extensive and adversarial arm's-length negotiations of highly disputed claims among experienced class action counsel on both sides. The Settlement is not the product of collusion, and was entered into with a sufficient understanding by counsel of the strengths and weaknesses of their respective claims and defenses, and of the potential risks versus benefits of continued litigation, including but not limited to the ability to establish and/or extent of establishing liability, alleged damages, class certification, and maintenance of class certification through trial and appeal. In addition, the Court finds

that the issues of Class Representative Service Awards and Class Counsel's reasonable attorneys' fees, costs, and expenses were not even discussed by the Parties, let alone agreed to, until after agreement had already been reached on the material terms of this Settlement, and were, likewise, negotiated at arm's length and without any collusion.

9. **No Admission of Wrongdoing.** This Settlement is a compromise of vigorously disputed allegations and claims. As set forth in the Settlement Agreement, the Court finds that the Settlement, and any documents and submissions relating thereto, do not and shall not constitute a finding of either fact or law regarding the merits of any allegation, claim, fact, issue of law, or defense that was or could have been asserted in this Action. The Court further finds that nothing in this Final Order and Judgment, the Settlement Agreement, the underlying proceedings or negotiations, or any documents, filings, submissions, or statements related thereto, is or shall be deemed, construed to be, or argued as, an admission of, or any evidence of, any allegation, claim, fact, or issue of law that was or could have been asserted in the Action or of any liability, wrongdoing or responsibility on the part of any Defendant or Released Party.

10. **Appointment of Class Representatives.** The Court hereby grants final approval and appointment of Plaintiffs David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith as Class Representatives for the Settlement Class. The Court finds that said Class Representatives have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

11. **Appointment of Class Counsel.** The Court hereby grants final approval and appointment of Andrew W. Ferich and Sarper Unal of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C., collectively, as Class Counsel for the Settlement Class. The Court finds that said Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

12. **Appointment of Claims Administrator.** The Court further grants final approval and appointment of Kroll Settlement Administration, LLC as the Claims

Administrator to effectuate its duties and responsibilities set forth in the Settlement Agreement.

13. **Objections and Requests for Exclusion.** Settlement Class Members were duly afforded a reasonable and ample opportunity to object to or request exclusion from the Settlement, and were duly advised of the deadlines and procedures for doing so. Of the approximately [_____] Settlement Class Members, the Court has received no objections to the Settlement. The Parties have received [____] requests for exclusion, of which [____] are timely and valid, and [____] are invalid for failure to comply with the requirements for a valid request for exclusion mandated by the Preliminary Approval Order. Exhibit A hereto is a list of individuals who timely opted out of the Settlement.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

14. The Court certifies, for the purpose of settlement, the following Settlement Class consisting of:

> All residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle.

"Class Vehicles" are defined as: certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles and are identifiable by their Vehicle Identification Number ("VIN") to be provided by Kia to the Claims Administrator. Excluded from the Settlement Class are (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8)

individuals or entities that have purchased and/or leased Class Vehicles as "fleet" vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized, unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

15. The Court hereby grants final approval of the Class Settlement as set forth in the Settlement Agreement and all its terms and provisions. The Settlement is fair, reasonable, and adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23.

16. The Court excludes from the Settlement and Release, on the basis of their timely and valid requests for exclusion, the Settlement Class Members who are listed on Exhibit A annexed hereto. The requests for exclusion of the remaining Settlement Class Members are hereby denied.

17. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms and provisions.

18. The Parties and all Settlement Class Members are hereby bound in all respects by the terms and conditions of the Settlement Agreement, including but not limited to the Released Claims against all Defendant and Released Parties contained therein, and the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged Defendant and all Released Parties from all Released Claims as set forth in the Settlement Agreement, except for the persons identified in Exhibit A who have timely and properly excluded themselves from the Settlement Class.

19. The Action is hereby dismissed with prejudice and without costs.

20. Neither this Settlement, the Settlement Agreement, its negotiations, any agreements, documents, motions, submissions and/or Orders relating thereto, nor this Final Order and Judgment, shall, in any way, constitute, be deemed to constitute, be

construed as, or be admissible in any action or proceeding (judicial or otherwise) as: (i) any admission by any Defendant or Released Party as to the merits of any allegation, claim or defense that was or could have been asserted in this Action, (ii) any evidence, or finding of either fact or law, as to any allegation, claim or defense that was or could have been asserted in the Action, and/or (iii) any admission or evidence of any liability, fault, wrongdoing or responsibility on the part of the Defendant or any Released Party; and (iv) shall not be offered or be admissible as evidence against any Defendant, Released Party, or the Plaintiffs, in any action or proceeding (judicial or otherwise), except as may be necessary to enforce the terms of the Settlement Agreement and/or this Final Order and Judgment.

21. In the event that any provision of the Settlement or this Final Order and Judgment is asserted by Defendant or any Released Party as a defense (including, without limitation, as a basis for dismissal and/or a stay), in whole or in part, to any claim, suit, action, or proceeding brought by a Settlement Class Member or any person acting or purporting to act on behalf of any Settlement Class Member(s) in any forum, judicial or otherwise, that claim, suit, action and/or proceeding shall immediately be stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion.

22. Without further order of this Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement and this Order and any obligations thereunder.

23. Plaintiffs and each and every Settlement Class Member, and any person or entity acting or purporting to act on behalf of any said Settlement Class Member, is/are hereby permanently barred and enjoined from commencing, instituting, pursuing, maintaining, prosecuting, or continuing to pursue, maintain or prosecute, any Released Claim against Defendant and/or any of the Released Parties (including, without limitation, in any individual, class/putative class, representative or other action or proceeding, directly or indirectly, in any judicial, administrative, arbitral, or other forum).

This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Order and Judgment, and this Court's authority to enforce and effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, this provision will not bar any communications with, or compliance with requests or inquiries from, any governmental authorities.

24. Without affecting the finality of this Final Order and Judgment, this Court hereby retains exclusive jurisdiction, and all Settlement Class Members are hereby deemed to have submitted to the exclusive jurisdiction of this Court, of, over, and with respect to, the consummation, implementation and enforcement of this Settlement and its terms, including the release of claims therein, and any suit, action, proceeding (judicial or otherwise) or dispute arising out of or relating to this Final Order and Judgment, the Settlement Agreement and its terms, or the applicability of the Settlement Agreement. This exclusive jurisdiction includes, without limitation, the Court's power pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law, to enforce the above-described bar and injunction against the pursuit, commencement, maintenance, prosecution, and/or continuation of any Released Claim against any Defendant or Released Party.

25. **Class Counsels' Attorneys' Fees, Costs, and Expenses**. Class Counsel are hereby awarded attorneys' fees and reimbursement of litigation expenses and costs in the total combined, collective amount of $1,244,000.00, and such amount shall be paid by Defendant pursuant to and consistent with the terms of the Settlement Agreement.

26. **Service Awards**. The Class Representatives David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith, are each awarded a Service Award in the amount of $1,500.00, and such amounts shall be paid by Defendant pursuant to and consistent with the terms of the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

_____
Hon. Fred W. Slaughter
United States District Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Kia Window Regulator Settlement Offers Refunds for Repairs, Replacements