

## **NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING**

Published on: September 2, 2025

If you bought or leased any of the following Kia vehicles in Canada (the “**Settlement Class Vehicles**”), you may benefit from a proposed class action Settlement:

<b>Model</b>	<b>Model Years</b>
Kia Borrego	2010-2011
Kia Cadenza	2014-2018
Kia Forte	2010-2013
Kia Forte Koup	2010-2013
Kia K900	2015-2018
Kia Optima	2011-2015
Kia Rio	2012-2017
Kia Rondo	2010-2012, 2014-2017
Kia Sedona	2006-2010
Kia Sorento	2007-2009; 2011-2015
Kia Soul	2011-2013
Kia Sportage	2008-2021
Kia Stinger	2018-2021

***Your legal rights may be affected regardless of whether or not you act. Read this notice carefully.***

- Une version française de cet Avis est disponible sur le site web ([www.fr.kiaabsmodulesettlement.ca](http://www.fr.kiaabsmodulesettlement.ca)) ou par courriel ([support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca)).
- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:
  - *Wolfe v. Hyundai Auto Canada Corp., et al.*, Supreme Court of British Columbia Court File No. S-223610; and,
  - *Kodybko v. Hyundai Auto Canada Corp., et al.*, Superior Court of Québec Court File No. 500-06-001187-224.

You are receiving this Notice because the records of Kia Canada Inc. (“**Kia Canada**”), Kia Corporation (formerly known as Kia Motors Corporation), Kia America, Inc. (formerly Kia

## Kia ABS Module Class Action Settlement

Motors America, Inc.), and/or Kia Georgia, Inc. (formerly Kia Motors Manufacturing Georgia, Inc.) (collectively, “**Kia**”) indicate that you may be entitled to claim certain settlement benefits offered by this proposed Settlement.

- These lawsuits allege that the Settlement Class Vehicles suffer from a defect that can cause engine compartment fires and loss of anti-lock brake system (“**ABS**”) functionality, and that some owners and lessees have been improperly denied repairs under warranty. Kia has not been found liable for any of the claims alleged in these lawsuits. The Parties have instead proposed a Settlement in order to avoid lengthy litigation (the “**Settlement**”).
- Individuals who own or lease, or who previously owned or leased, a Settlement Class Vehicle are each “**Settlement Class Members**” and are collectively the “**Settlement Class.**” Settlement Class Members may be entitled to settlement benefits if they submit a valid and timely Claim that is approved pursuant to the review process described in this Notice and approved by the Court.

### **Potential Settlement Benefits:**

Under the proposed Settlement, Settlement Class Members (those who purchased or leased a Settlement Class Vehicle in Canada who are not excluded from the Settlement Class) may be eligible for the following benefits:

- extended or additional warranty coverage for required repairs resulting from an electrical short circuit in the ABS control module (“**ABS Module**”) and/or failure of the ABS Module that results in engine compartment damage due to smoke or fire;
- free one-time inspection of Settlement Class Vehicles’ ABS Modules;
- cash payment for qualifying past out-of-pocket repairs;
- cash payment for qualifying past repair-related expenses; and/or,
- cash payment for Settlement Class Vehicles lost due to certain fires.

### **Settlement Approval Hearing:**

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **November 10, 2025 at 10:00 a.m. PT**, before the Supreme Court of British Columbia (the “**Court**”), 800 Smithe Street, Vancouver, BC V6Z 2E1. When available, a Microsoft Teams link for virtual attendance at the Settlement Approval Hearing will be posted on [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

The legal fees to Class Counsel (“**Class Counsel Fees**”) may also be approved at the Settlement Approval Hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

### **Your Legal Rights and Options:**

- If the Court approves the Settlement, you can **participate** by submitting a Claim for eligible settlement benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved. Check the settlement website at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca) regularly after the Settlement Approval Hearing to see if

## Kia ABS Module Class Action Settlement

the Settlement has been approved. You can also provide your email address to the Administrator or Class Counsel to be notified by email if the Settlement is approved.

- You can **object** to the proposed Settlement and/or Class Counsel Fees, and if you wish to do so, attend the Settlement Approval Hearing to present that objection. If you wish to object, you are asked to submit a signed written objection statement to the Administrator on or before **November 3, 2025**.
- You can **exclude** yourself from the Settlement (**opt out**), in which case, you will not be eligible to receive any settlement benefits. If you wish to exclude yourself from the proposed Settlement and preserve your legal rights against Kia, you must submit a signed and completed Opt-Out Form to the Administrator on or before **November 3, 2025**. A copy of the Opt-Out Form can be obtained from [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca) or by reaching out to the Administrator at the telephone number or email address below.

For specific information on how to submit an Opt-Out Form or the process to submit an objection, or to obtain more information, please visit the Administrator online at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca), by phone at 1-888-808-8157, or by email at [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca).

Your legal rights and options – **and the deadlines to exercise them** – are explained in more detail in this Notice. Please read this Notice carefully.

## Kia ABS Module Class Action Settlement

<b>BASIC INFORMATION.....</b>	<b>6</b>
1. Why did I receive this Notice?.....	6
2. What are these lawsuits about?.....	6
3. Why is there a Settlement? .....	6
<b>WHO IS IN THE PROPOSED SETTLEMENT? .....</b>	<b>7</b>
4. How do I know if I am part of the proposed Settlement?.....	7
5. Who is excluded from the proposed Settlement? .....	7
6. Which vehicles are included in the proposed Settlement?.....	7
7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?.....	8
8. What should I do if I am still not sure whether I am included?.....	8
<b>SETTLEMENT BENEFITS – WHAT YOU GET .....</b>	<b>8</b>
9. What does the proposed Settlement provide?.....	8
<b>HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM .....</b>	<b>11</b>
10. How do I make a Claim? .....	11
11. If my Claim is successful, when will I receive my reimbursement/compensation? .....	12
12. Who will review my Claim?.....	12
13. What if my Claim is found to be incomplete? .....	12
14. What am I giving up to stay in the Settlement Class? .....	13
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT).....</b>	<b>13</b>
15. How do I get out of the proposed Settlement?.....	14
16. If I don't exclude myself, can I sue for the same thing later?.....	14
17. If I exclude myself, can I get the benefits of this proposed Settlement? .....	14
<b>THE LAWYERS REPRESENTING YOU .....</b>	<b>15</b>
18. Do I have a lawyer in this case?.....	15
19. How will the lawyers representing the Settlement Class be paid? .....	15
<b>OBJECTING TO THE SETTLEMENT AND/OR TO CLASS COUNSEL FEES .....</b>	<b>16</b>
20. How do I tell the Court if I do not like the proposed Settlement and/or the Class Counsel Fees request?.....	16
21. What is the difference between objecting and opting out? .....	17
<b>THE SETTLEMENT APPROVAL HEARING .....</b>	<b>17</b>

Kia ABS Module Class Action Settlement

22. When and where will the Court decide whether to approve the proposed Settlement and the Class Counsel Fees request? ..... 17

23. Do I have to attend the Settlement Approval Hearing? ..... 17

**IF YOU DO NOTHING ..... 18**

24. What happens if I do nothing at all? ..... 18

**GETTING MORE INFORMATION..... 18**

25. Are there more details about the proposed Settlement?..... 18

26. How do I get more information?..... 18

## Kia ABS Module Class Action Settlement

### BASIC INFORMATION

#### 1. Why did I receive this Notice?

You are receiving this Notice because Kia's records indicate that you bought or leased a Settlement Class Vehicle in Canada. You may be eligible to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have a right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what settlement benefits are available, who is eligible for settlement benefits, and how to make a Claim for those settlement benefits.

You should read this entire Notice carefully.

#### 2. What are these lawsuits about?

The individuals who filed these lawsuits are referred to as the “**Representative Plaintiffs**,” and the companies they sued, including Kia, are called the “**Defendants**” (the Representative Plaintiffs and the Defendants are, together, the “**Parties**”). The Representative Plaintiffs allege that the Settlement Class Vehicles suffer from a defect that can cause engine compartment fires and loss of ABS functionality. The Representative Plaintiffs also allege that some owners and lessees have been improperly denied repairs under warranty. Kia denies the Representative Plaintiffs' allegations. None of the allegations against Kia have been proven and Kia has not been found liable for any of the claims raised in the lawsuits. The Parties have instead agreed to settle the lawsuits.

These class action lawsuits consist of one Canada-wide national class action (*Wolfe v. Hyundai Auto Canada Corp., et al.*, bearing Supreme Court of British Columbia Court File No. S-223610) and one Québec class action (*Kodybko v. Hyundai Auto Canada Corp., et al.*, bearing Superior Court of Québec Court File No. 500-06-001187-224). The Parties are seeking approval of the proposed Settlement from the Supreme Court of British Columbia on behalf of the Settlement Class, which includes Québec Settlement Class Members.

#### 3. Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable settlement benefits without the delay and uncertainty of trial. The proposed Settlement does not mean that the Defendants broke any laws or did anything wrong, and the Courts did not decide which side was right. The Defendants deny all of the allegations made in the lawsuits.

The Parties entered into a Settlement Agreement. The Representative Plaintiffs and the lawyers representing them (called “**Class Counsel**”) believe that the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class.

## Kia ABS Module Class Action Settlement

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement, along with its exhibits, describes in greater detail the rights and obligations of all the Parties and is available at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca). If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

### **WHO IS IN THE PROPOSED SETTLEMENT?**

#### **4. How do I know if I am part of the proposed Settlement?**

You are a Settlement Class Member if you are a person (including an individual or entity) who purchased or leased a Settlement Class Vehicle in Canada. Not all Settlement Class Members are eligible to receive settlement benefits. Some exceptions apply (see question 5).

#### **5. Who is excluded from the proposed Settlement?**

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if you are an Excluded Person. Excluded Persons are:

- the Defendants and their directors and officers;
- anyone who validly opts out of the proposed Settlement;
- anyone who purchased a Settlement Class Vehicle that had, prior to its purchase, been deemed a total loss or that had a branded title of “Dismantled,” “Junk,” “Salvage,” or “Mechanically Unfit”;
- current or former owners or lessees of a Settlement Class Vehicle who previously released their claims in an individual settlement with any of the Defendants with respect to an issue raised in the class actions;
- current or former owners who purchased a Settlement Class Vehicle that had, prior to its purchase, suffered a Partial Loss (damage that does not amount to a Total Loss, but rather damage to the subject components); and,
- Class Counsel and the presiding judges in the class actions.

#### **6. Which vehicles are included in the proposed Settlement?**

The “**Settlement Class Vehicles**” are 2010-2011 model year Kia Borrego vehicles, 2014-2018 model year Kia Cadenza vehicles, 2010-2013 model year Kia Forte vehicles, 2010-2013 model year Kia Forte Koup vehicles, 2015-2018 model year Kia K900 vehicles, 2011-2015 model year Kia Optima vehicles, 2012-2017 model year Kia Rio vehicles, 2010-2012 and 2014-2017 model year Kia Rondo vehicles, 2006-2010 model year Kia Sedona vehicles, 2007-2009 and 2011-2015 model year Kia Sorento vehicles, 2011-2013 model year Kia Soul vehicles, 2008-2021 model year Kia Sportage vehicles, and 2018-2021 model year Kia Stinger vehicles.

## Kia ABS Module Class Action Settlement

### **7. If I bought or leased a Settlement Class Vehicle that has not had problems, am I included in the proposed Settlement?**

Yes. You do not have to have experienced an engine compartment fire to be included in this proposed Settlement. If you still own or lease a Settlement Class Vehicle, you will be eligible to take advantage of the warranty extension, or additional warranty, as applicable, and/or receive a free one-time inspection of the Settlement Class Vehicle's ABS Module at a Kia-Authorized Dealer, to the extent it was previously repaired or replaced pursuant to a Transport Canada Recall.

### **8. What should I do if I am still not sure whether I am included?**

If you are still not sure whether you are included in the Settlement Class, you can ask for help for free by reaching out to the Administrator. You can visit the settlement website at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca). You can also call or email the Administrator at 1-888-808-8157 or [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca) and ask whether your vehicle is included in the proposed Settlement.

Whether you visit the settlement website or call or email the Administrator, you will need to have your Vehicle Identification Number ("VIN") ready. The VIN is located on a small placard on the top of the dashboard and is visible through the driver's side corner of the windshield. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

## **SETTLEMENT BENEFITS – WHAT YOU GET**

### **9. What does the proposed Settlement provide?**

The proposed Settlement provides the following settlement benefits:

1. Warranty Coverage Extension or Addition for Damage Related to a Qualifying Defect

For Settlement Class Vehicles still covered by the New Vehicle Limited Warranty (5 years/100,000 kilometres) as of the Effective Date, Kia Canada will extend the New Vehicle Limited Warranty to a 12-year warranty for Settlement Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a Transport Canada Recall. The extended warranty will cover any repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle arising from an electrical short circuit in the ABS Module and/or failure of the ABS Module that resulted in engine compartment damage due to smoke or fire.

For Settlement Class Vehicles that are no longer covered by the New Vehicle Limited Warranty as of the Effective Date, Kia Canada will provide a five-year warranty for Settlement Class Vehicles' ABS Modules that have been repaired or replaced pursuant to a Transport Canada Recall to cover future repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle arising from an electrical short circuit in the ABS Module and/or failure of the ABS Module that resulted in engine compartment damage due to smoke or fire.

## Kia ABS Module Class Action Settlement

The extended warranty or additional warranty, as applicable, will cover all costs of inspections and repairs, including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by an ABS Module malfunction. Settlement Class Members are encouraged, but not required, to retain their vehicle maintenance records.

Extended or additional warranty coverage may be denied for “**Exceptional Neglect**” of the Settlement Class Vehicle, which means:

- a) when the Settlement Class Vehicle evidences a lack of maintenance or care (i.e., outside of factory maintenance and care specifications) such that the vehicle appears dilapidated, abandoned, and/or beyond repair as a result of gross failure to service and/or maintain the vehicle unless such lack of maintenance or care was due to a Total Loss. A **Total Loss** is an incident that would have led to a Qualifying Repair (defined below), but the cost of the repair was too great and led the Settlement Class Member or owner to dispose of the Settlement Class Vehicle at a loss. This includes events in which there was insurance coverage, but where the Settlement Class Member was still not made whole by such insurance payment(s);
- b) failure of a Settlement Class Member to present a Settlement Class Vehicle to a Kia-Authorized Dealer to have the ABS Module in his/her/their Settlement Class Vehicle inspected within ninety (90) days of the Settlement Class Vehicle’s ABS or ESC dashboard warning lights becoming illuminated; or,
- c) failure of a Settlement Class Member to present a Settlement Class Vehicle to a Kia-Authorized Dealer to have the ABS Module in his/her/their Settlement Class Vehicle inspected, repaired, and/or replaced pursuant to an applicable Transport Canada Recall within ninety (90) days of:
  - (i) the mailing of the recall campaign notice; or,
  - (ii) the availability of the parts necessary to repair the Settlement Class Vehicle’s ABS Module pursuant to the recall at the nearest Kia-Authorized Dealer, whichever is later.

You do **not** need to submit a Claim Form to receive this warranty extension or additional warranty, as applicable, under the proposed Settlement. The extended or additional warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty.

The extended or additional warranty, as applicable, shall remain in effect when ownership or a lease of a Settlement Class Vehicle is transferred.

### 2. Free One-Time Inspection

You may bring your Settlement Class Vehicle to a Kia-Authorized Dealer for a free, one-time inspection of the Settlement Class Vehicle’s ABS Module, to the extent that the ABS Module was

## Kia ABS Module Class Action Settlement

previously repaired or replaced pursuant to a Transport Canada Recall. The Kia-Authorized Dealer will inspect the ABS Module for any potential defects alleged in the class actions.

You do not need to submit a Claim Form to receive the free one-time inspection. Please contact a Kia-Authorized Dealer to schedule an appointment to receive the free one-time inspection of your Settlement Class Vehicle's ABS Module.

### 3. Reimbursement for Past Repairs

Money you spent on certain repairs to a Settlement Class Vehicle (Qualifying Repairs as defined below) will be reimbursed in full, based on the following requirements:

#### **(a) DATE OF REPAIRS**

- A Qualifying Repair must be completed before this Notice was issued.

#### **(b) QUALIFYING REPAIR**

- A Qualifying Repair is a repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle arising from an electrical short circuit in the ABS Module and/or failure of the ABS Module that resulted in engine compartment damage due to smoke or fire.
- A Qualifying Repair does not include repairs caused by a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Settlement Class Vehicle failure otherwise subject to a Qualifying Repair.
- Whether a repair constitutes a Qualifying Repair will be determined by the Administrator through a review of the repair documentation submitted with your Claim, with assistance from Kia Canada and Class Counsel if required.

#### **(c) MAKE A TIMELY CLAIM**

- To receive this reimbursement, you must submit a completed Claim Form with proof of payment of the repair expense before the Claims Deadline. You must include the original or a copy of any document(s) generated at or around the time that the repair expense was incurred that identifies the Qualifying Repair's nature, the date the Qualifying Repair was performed, and the expense incurred by you for the Qualifying Repair.
- See question 10 for how to make your Claim using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on the grounds that the repairs were necessitated by a failure to properly service or maintain the Settlement Class Vehicle (except in cases of Exceptional Neglect as defined on page 9), and even if the repairs were performed by an independent mechanic.

## Kia ABS Module Class Action Settlement

### 4. Reimbursement for Rental Cars, Towing, and/or Alternative Transportation Services

Money you spent on rental cars, towing services, and/or alternative transportation services will also be reimbursed in full if:

- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this); and,
- you provide (1) proof of the repair-related expense (i.e., the original or a copy of any document(s) generated at or around the time of the expense that identifies the nature of the expense, the date of the expense, and the dollar amount) and (2) proof that a Qualifying Repair was performed, or that the Settlement Class Vehicle was at a Kia-Authorized Dealer or a qualified mechanic in Canada awaiting a Qualifying Repair, within thirty (30) days of the repair-related expense.

### 5. Compensation for Loss of Vehicle by Fire

If your Settlement Class Vehicle was deemed a Total Loss as a result of a fire arising from an electrical short circuit in the ABS Module and/or failure of the ABS Module, you may receive compensation for the value of the Settlement Class Vehicle, plus a goodwill payment of CAD \$185 (less any goodwill payment amount already received from Kia Canada as a result of the Total Loss).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, minus any proceeds or actual value received, provided that you submit a timely Claim demonstrating that the fire originated from the engine compartment and was unrelated to any sort of collision.

To be considered for such compensation, you must submit a completed Claim Form before the Claims Deadline. Instructions are provided at question 10 below.

## **HOW YOU GET A REIMBURSEMENT/COMPENSATION – SUBMITTING A CLAIM FORM**

### **10. How do I make a Claim?**

**The claims process has not yet begun.** If the proposed Settlement is approved by the Court at the Settlement Approval Hearing being held on **November 10, 2025**, you may make a Claim by doing the following:

- 1) fill out the Claim Form (paper or online) available on the settlement website ([www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca)) or by reaching out to the Administrator by phone (1-888-808-8157) or by email ([support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca));

## Kia ABS Module Class Action Settlement

- 2) include the supporting documentation specified on the Claim Form;
- 3) submit the Claim Form and supporting documentation to the Administrator online, by mail, or by email at the address listed on the Claim Form; and,
- 4) do so by the Claims Deadline, which will be posted on the settlement website ([www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca)) once determined by the Court.

Please keep a copy of your completed Claim Form and supporting documentation for your own records. Your completed Claim Form, and any other documents you submit with it, will not be returned to you.

If you fail to submit a Claim Form and supporting documents by the Claims Deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

### **11. If my Claim is successful, when will I receive my reimbursement/compensation?**

In general, valid Claims will be paid as they are approved after the “**Effective Date**” (the date the Court order(s) approving the Settlement have been issued and entered, if there are no appeals). If there are appeals, the Effective Date will be later. When the Effective Date becomes known, it will be posted at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **November 10, 2025 at 10:00 a.m. PT** before the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, BC V6Z 2E1. See questions 22 and 23 for further information about the Settlement Approval Hearing.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

You may continue to check on the progress of the Settlement by visiting the settlement website ([www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca)) or by reaching out to the Administrator at 1-888-808-8157 or [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca).

### **12. Who will review my Claim?**

A third-party Administrator will be appointed by the Court to administer the Settlement and the claims process. Once you submit a Claim, it will be reviewed by the Administrator and if the Claim is valid, the Administrator will send you the settlement reimbursement or compensation directly.

### **13. What if my Claim is found to be incomplete?**

The Administrator will review each Claim Form for completeness. If your Claim Form is found to be incomplete, the Administrator will let you know within sixty (60) days of receiving your Claim Form. You will then have an opportunity to submit the information and/or documentation identified as missing within 45 days of the date that the Administrator advises you that your Claim Form is incomplete.

**14. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself in writing (opt out) from the Settlement Class, as described in the answer to question 15, you will be part of the Settlement Class bound by the Settlement if the Settlement is approved by the Court. That means that you can't sue, continue to sue, or be part of any other lawsuit against Kia or other related entities or individuals (listed in the Settlement Agreement, which you can view at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca)) about the legal issues in this case related to your Settlement Class Vehicle. It also means that all of the Court's orders will apply to you and legally bind you.

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

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section 9 of the Settlement Agreement (available at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca)) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
<p><b>DUSEVIC &amp; GARCHA</b>                      210-4603 Kingsway                      Burnaby, BC V5H 4M4                      Telephone: 1-844-878-0444                      Email:  <a href="mailto:absdefect.classaction@outlook.com">absdefect.classaction@outlook.com</a></p> <p>and</p> <p><b>McKENZIE LAKE LAWYERS                      LLP</b>                      1800-140 Fullarton St                      London, ON N6A 5P2                      Telephone: 1-844-672-5666                      Email:  <a href="mailto:hyundaikia@mckenzielake.com">hyundaikia@mckenzielake.com</a></p>	<p><b>SLATER VECCHIO LLP</b>                      5352 Saint-Laurent Blvd                      Montréal, QC H2T 1S1                      Telephone: 1-877-782-4815                      Email:  <a href="mailto:hyundaikia.abs@slatervecchio.com">hyundaikia.abs@slatervecchio.com</a></p>

You will not be charged for contacting these lawyers. You may also hire your own lawyer for legal advice at your own cost.

**EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)**

If you do not want to receive any benefits from the proposed Settlement, and you want to keep your legal rights, if any, to sue or continue to sue Kia or other related entities or individuals on your own about the legal issues in this case, then you must take steps to exclude yourself from (opt out of) the Settlement Class.

**15. How do I get out of the proposed Settlement?**

**The deadline to exclude yourself or opt out of the Settlement Class is November 3, 2025.**

To exclude yourself from the Settlement, you must submit a signed and completed Opt-Out Form to the Administrator, by mail or email, on or before **November 3, 2025**. The Opt-Out Form is available at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca) or by phoning or emailing the Administrator at 1-888-808-8157 or [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca).

You can't exclude yourself on the phone or on any website. Please keep a copy of your signed and completed Opt-Out Form for your records.

If you exclude yourself or opt out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders in these class action lawsuits; and, you will keep the right to sue Kia on your claims at your own expense.

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

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

If you have a pending lawsuit against Kia, or other related entities or individuals, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case. Remember, the deadline to exclude yourself is **November 3, 2025**.

**17. If I exclude myself, can I get the benefits of this proposed Settlement?**

No. If you exclude yourself from (opt out of) the Settlement Class, do not submit a Claim Form to ask for any reimbursement or compensation. But, you may sue, continue to sue, or be part of a different lawsuit against Kia, and other related entities or individuals, for the claims that this Settlement resolves, provided the time for doing so has not expired.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The law firms representing the Settlement Class are listed below.

For Canada (excluding Québec):	For Québec:
<p><b>DUSEVIC &amp; GARCHA</b>                      210-4603 Kingsway                      Burnaby, BC V5H 4M4                      Telephone: 1-844-878-0444                      Email:  <a href="mailto:absdefect.classaction@outlook.com">absdefect.classaction@outlook.com</a></p> <p>and</p> <p><b>McKENZIE LAKE LAWYERS                      LLP</b>                      1800-140 Fullarton St                      London, ON N6A 5P2                      Telephone: 1-844-672-5666                      Email:  <a href="mailto:hyundaikia@mckenzielake.com">hyundaikia@mckenzielake.com</a></p>	<p><b>SLATER VECCHIO LLP</b>                      5352 Saint-Laurent Blvd                      Montréal, QC H2T 1S1                      Telephone: 1-877-782-4815                      Email:  <a href="mailto:hyundaikia.abs@slatervecchio.com">hyundaikia.abs@slatervecchio.com</a></p>

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

**19. How will the lawyers representing the Settlement Class be paid?**

At the Settlement Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendants. It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for those fees and expenses. The Court may award less than the amount requested by Class Counsel. This amount will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel’s request for fees and expenses by visiting [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

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

## **OBJECTING TO THE SETTLEMENT AND/OR TO CLASS COUNSEL FEES**

You can tell the Court that you don't agree with the proposed Settlement or some part of it, and/or the Class Counsel Fees request.

### **20. How do I tell the Court if I do not like the proposed Settlement and/or the Class Counsel Fees request?**

If you are a Settlement Class Member, you can object to the proposed Settlement if you don't like any part of it. You can give the Court reasons why you think the Court should not approve the proposed Settlement. The Court will consider your views.

You can also object to the Class Counsel Fees request.

If you want to object to the proposed Settlement and/or the Class Counsel Fees request, you are asked to do so in writing. You may also appear at the Settlement Approval Hearing, either personally or through your own legal counsel, at your own expense.

To object, you are asked to submit a signed written objection statement to the Administrator, by mail (Kia ABS Module Settlement Administrator c/o P.O. Box 3355, London, ON N6A 4K3) or email (support@kiaabsmodulesettlement.ca), on or before **November 3, 2025**. In your signed written objection statement, you are asked to include the following:

- 1) your full name, mailing address, telephone number, and email address (if available);
- 2) the model year and VIN of your Settlement Class Vehicle;
- 3) a written statement of the basis for your objection (for example, any factual and legal grounds on which you rely);
- 4) copies of any papers, briefs, or other documents upon which your objection is based;
- 5) an indication of whether you intend to participate in the Settlement Approval Hearing;
- 6) an indication of whether you intend to participate in the Settlement Approval Hearing through counsel, and if so, the name, mailing address, telephone number, and email address of any counsel representing you who intends to appear at the Settlement Approval Hearing; and,
- 7) your signature.

If you want to speak at the Settlement Approval Hearing, please indicate your intention to do so in your written objection statement. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself.

**21. What is the difference between objecting and opting out?**

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object to the proposed Settlement only if you stay in the Settlement Class.

Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and the proposed Settlement. If you exclude yourself (opt out), you have no basis to object because the proposed Settlement no longer affects you.

**THE SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the proposed Settlement and the Class Counsel Fees request. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

**22. When and where will the Court decide whether to approve the proposed Settlement and the Class Counsel Fees request?**

The Settlement Approval Hearing will take place on **November 10, 2025 at 10:00 a.m. PT**, before the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, BC V6Z 2E1. When available, a Microsoft Teams link for virtual attendance at the Settlement Approval Hearing will be posted on [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

At the Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to Settlement Class Members who have asked to speak at the Settlement Approval Hearing. The Court will also decide how much to pay Class Counsel. The Court will make its decision after the Settlement Approval Hearing. We do not know how long this decision will take.

The Settlement Approval Hearing may be rescheduled without further notice to you. It is recommended that you periodically check [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca) for updated information.

**23. Do I have to attend the Settlement Approval Hearing?**

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

Settlement Class Members do not need to appear at the Settlement Approval Hearing or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

If you submit an objection, you do not need to appear at the Settlement Approval Hearing to talk about it. As long as you submitted your written objection statement on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

## **IF YOU DO NOTHING**

### **24. What happens if I do nothing at all?**

If the Court approves the proposed Settlement and you do nothing at all, you will be entitled to the extended or additional warranty described above in the answer to question 9 (if you continue to own or lease your Settlement Class Vehicle that had its ABS Module repaired or replaced pursuant to a Transport Canada Recall), and/or a free one-time inspection of your Settlement Class Vehicle's ABS Module at a Kia-Authorized Dealer (to the extent it was previously repaired or replaced pursuant to a Transport Canada Recall), but no other settlement benefits. In order to receive any reimbursements or compensation from the proposed Settlement, you must submit a valid and timely Claim Form. Unless you exclude yourself (opt out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Kia, or other related entities or individuals, about the legal issues in this case.

However, even if you take no action, you will keep your right to sue the Defendants for any other claims not resolved by the proposed Settlement, subject to any applicable limitation periods.

## **GETTING MORE INFORMATION**

### **25. Are there more details about the proposed Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca).

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under the proposed Settlement. Consult your tax advisor for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca), by phoning the Administrator at 1-888-808-8157, or by emailing the Administrator at [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca). Please do not contact the court offices.

### **26. How do I get more information?**

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuits in general, more information is available at [www.kiaabsmodulesettlement.ca](http://www.kiaabsmodulesettlement.ca), by phoning the Administrator at 1-888-808-8157, or by emailing the Administrator at [support@kiaabsmodulesettlement.ca](mailto:support@kiaabsmodulesettlement.ca). You may also contact Class Counsel directly at the contact information listed under questions 14 and 18.