NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL HEARING

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

VEHICLE MODEL	MODEL YEARS	ENGINE TYPE
Kia Forte	2010-2011	Theta II 2.4-litre MPI
	2012-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2016-2018	Nu 2.0-litre GDI
Kia Forte Koup	2010-2018	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Optima Hybrid and Plug-in Hybrid	2011-2013	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2014-2016	Theta II 2.4-litre MPI
	2017-2020	Nu 2.0-litre GDI
Kia Rondo	2010-2012	Theta II 2.4-litre MPI
	2014-2015	Nu 2.0-litre GDI
Kia Sorento	2011	Theta II 2.4-litre MPI
	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
Kia Soul	2012-2016	Gamma II 1.6-litre GDI
	2014-2016	Nu 2.0-litre GDI
	2014-2015	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2017-2019	Nu 2.0-litre GDI
Kia Sportage	2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
	2011-2013	Theta II 2.4-litre MPI

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 (fr.kiacanada-e2settlement.ca) ou par courriel (support@kiacanada-E2settlement.ca).

- The purpose of this Notice is to inform you of a proposed Settlement in the following class action lawsuits:

    - ***McCloskey and Kapron v. Kia Canada Inc. et al.*****,** Ontario Superior Court of Justice Court File No. CV-22-00675588-00CP;
    - ***Killoran v. Hyundai Auto Canada Corp. et al.*****,** Supreme Court of British Columbia Court File No. S-213324; and
    - ***Roy et al. v. Hyundai Auto Canada Corp. et al.*****,** Superior Court of Québec Court File No. 500-06-001136-213.

  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 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 were manufactured, marketed, sold, and leased with an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. 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 warranty coverage for repairs resulting from damage to the short block assembly and/or long block assembly if caused by a connecting rod bearing failure, upon installation of the Knock Sensor Detection System;
- cash payment for qualifying past out-of-pocket repairs and repair-related expenses;
- dealer credit for inconvenience due to certain past repair-related delays;
- cash payment for incidentals related to certain engine failures or fires;
- cash payment for certain sales or trade-ins of unrepaired vehicles;
- cash payment for vehicles lost due to certain engine fires; and/or
- in some instances, a cash rebate if you lost faith in the Settlement Class Vehicle after experiencing engine troubles and you traded it in for another Kia-brand vehicle.

Settlement Approval Hearing:

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **February 2, 2027, at 10 AM ET**, before the Ontario Superior Court of Justice (the "Court"), via videoconference. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on **www.kiacanada-e2settlement.ca**.

The legal fees to Class Counsel ("**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. <u>If you wish to participate, you are not required to do anything until after the Settlement is approved.</u> Check the Administrator's website (www.kiacanada-e2settlement.ca) regularly after the Settlement Approval Hearing to see if 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 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 January 20, 2027.
- You can **exclude** yourself from the proposed 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 January 20, 2027. A copy of the Opt-Out Form can be obtained from www.kiacanada-e2settlement.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.kiacanada-e2settlement.ca, by phone at 1-888-808-2443, or by email at support@kiacanada-E2settlement.ca.

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

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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 entitled to receive settlement benefits if the proposed Settlement is approved and you submit a valid and timely Claim Form to the Administrator.

You have the 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 an engine defect that can result in sudden engine seizure, engine failure, and/or engine fire. 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 the following: *McCloskey and Kapron v. Kia Canada Inc. et al.*, bearing Ontario Superior Court of Justice File No. CV-22-00675588-00CP; *Killoran v. Hyundai Auto Canada Corp. et al.*, bearing Supreme Court of British Columbia File No. S-213324; and *Roy et al. v. Hyundai Auto Canada Corp. et al.*, bearing Superior Court of Québec File No. 500-06-001136-213. The Parties are seeking approval of the proposed Settlement from the Ontario Superior Court of Justice on behalf of the national Settlement Class, which includes Settlement Class Members in all Canadian provinces and territories, including Québec and British Columbia.

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.

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.kiacanada-e2settlement.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" (subject to verification through Carfax or other means);
- current or former owners or lessees of a Settlement Class Vehicle who previously released their claims against the Defendants in an individual settlement with any of the Defendants with respect to an issue raised in the class actions; 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 Kia-brand vehicles that were originally sold or leased in Canada, were manufactured before the Knock Sensor Detection System (defined below) was incorporated into their production, and are of a model type and model year and equipped with an engine as follows: 2010-2011 model year Kia Forte vehicles with a Theta II 2.4-litre multi-point injection ("**MPI**") engine; 2012-2015 model year Kia Forte vehicles with a Nu 2.0-litre gasoline direct injection ("**GDI**") engine or a Theta II 2.4-litre MPI engine; 2016-2018 model year Kia Forte vehicles with a Nu 2.0-litre GDI engine; 2010-2018 model year Kia Forte Koup vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2011-2013 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2014-2016 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Theta II 2.4-litre MPI engine; 2017-2020 model year Kia Optima Hybrid and Plug-in Hybrid vehicles with a Nu 2.0-litre GDI engine; 2010-2012 model year Kia Rondo vehicles with a Theta II 2.4-litre MPI engine; 2014-2015 model year Kia Rondo vehicles with a Nu 2.0-litre GDI engine; 2011

model year Kia Sorento vehicles with a Theta II 2.4-litre MPI engine; 2012 model year Kia Sorento vehicles with a Nu 2.0-litre GDI engine or Theta II 2.4-litre MPI engine; 2012-2016 model year Kia Soul vehicles with a Gamma II 1.6-litre GDI engine; 2014-2016 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2014-2015 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; 2017-2019 model year Kia Soul vehicles with a Nu 2.0-litre GDI engine; 2012 model year Kia Sportage vehicles with a Nu 2.0-litre GDI engine or a Theta II 2.4-litre MPI engine; and 2011-2013 model year Kia Sportage Vehicles with a Theta II 2.4-litre MPI engine.

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 seizure, engine failure, and/or engine 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.

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.kiacanada-e2settlement.ca**. You can also call or email the Administrator at **1-888-808-2443** or **support@kiacanada-E2settlement.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 for Engine Issues Arising from Connecting Rod Bearing Failure

    (i) Product Improvement Campaigns

The Defendants have implemented in Canada voluntary safety recalls in the form of product improvement campaigns in relation to the Settlement Class Vehicles that address the issues raised in the class actions (the **"Product Improvement Campaigns"**). The Product Improvement Campaigns were conducted in accordance with Transport Canada requirements. The relevant Transport Canada recalls are as follows:

RECALL	VEHICLES COVERED	ENGINE TYPE
2020-535	Soul MY 2014-2016	Nu 2.0-litre GDI
2020-597	Forte MY 2012-2015 Forte Koup MY 2012-2015 Optima Hybrid MY 2011-2013 Sorento MY 2012 Soul MY 2014-2015 Sportage MY 2012	Nu 2.0-litre GDI or Theta II 2.4-litre MPI
2021-039	Forte MY 2016-2018 Forte Koup MY 2016-2018 Rondo MY 2014-2015	Nu 2.0-litre GDI
2021-040	Forte MY 2010-2011 Forte Koup MY 2010-2011 Rondo MY 2010-2012 Sorento MY 2011 Sportage MY 2011-2013	Theta II 2.4-litre MPI
2021-204	Soul MY 2012-2016	Gamma II 1.6-litre GDI
2021-424	Optima Hybrid MY 2014-2016	Theta II 2.4-litre MPI
2021-666	Optima Hybrid and Plug-in Hybrid MY 2017-2018	Nu 2.0-litre GDI
2021-733	Soul MY 2017-2019	Nu 2.0-litre GDI
2022-004	Optima Hybrid and Plug-in Hybrid MY 2019-2020	Nu 2.0-litre GDI

The Product Improvement Campaigns offered the implementation of a Knock Sensor Detection System ("**KSDS**") update to Settlement Class Members free of charge. The Product Improvement Campaigns included, upon implementation of a KSDS update, an extension to the Settlement Class Vehicle's engine warranty for damage caused by a connecting rod bearing failure.

(ii) The Extended Warranty

Under the proposed Settlement, Kia Canada will sustain in full effect the Extended Warranty provided through the Product Improvement Campaigns for all eligible Settlement Class Vehicles, except those involving Maintenance Gaps or KSDS Installation Neglect (defined below), for the following durations:

a) 12-year/200,000 kilometres, whichever is earlier, for Kia Forte MY 2010-2011, Kia Sorento MY 2011, and Kia Sportage MY 2011 Settlement Class Vehicles; and

b) 10-year/200,000 kilometres, whichever is earlier, for all other Settlement Class Vehicles.

The Extended Warranty covers any damage to the short block assembly (consisting of the engine block, crankshaft and bearings, connecting rods and bearings, and pistons) and to the rest of the long block assembly caused by a connecting rod bearing failure in applicable Settlement Class Vehicles. The Extended Warranty will persist in its full duration once obtained regardless of any transfer in ownership or lease of a Settlement Class Vehicle.

For the 90-day period immediately following the Effective Date of the Settlement, all Settlement Class Vehicles that have not already received an inspection under one of the Product Improvement Campaigns or recalls referenced above will be eligible to schedule a free inspection at a Kia-Authorized Dealer, if they are still within the 10-year/12-year (as applicable) or 200,000 kilometre period, whichever comes first. The free inspection will be limited to an assessment of whether the Settlement Class Vehicle has symptoms of connecting rod bearing failure, and, if needed, a bearing clearance test.

The Extended Warranty will cover all costs associated with any Qualifying Repair (defined on page 12), including the costs associated with replacement parts, labour, diagnoses, and mechanical or cosmetic damage to the Settlement Class Vehicle caused by engine malfunction. Kia-Authorized Dealers will provide a free loaner vehicle until repairs are completed. If no loaner vehicle is available, Kia will provide reimbursement of reasonable rental car, ride-sharing, or other transportation expenses up to $100 per day, unless there is KSDS Installation Neglect (defined below).

Settlement Class Members are eligible for an inspection or a Qualifying Repair (as defined on page 12) under the Extended Warranty even if the Qualifying Repair was necessitated by the owner or lessee because of improper service or maintenance (except in instances of Maintenance Gaps, as defined below). However, Kia Canada or its Authorized Dealers are not required to repair engines or provide new engines under the Extended Warranty or to provide any other compensation for Settlement Class Vehicles previously branded or salvaged or junkyard vehicles not otherwise roadworthy unless such an inoperability is directly caused by a Qualifying Failure or Qualifying Fire (as defined on pages 14 and 14).

(iii) Denial of the Extended Warranty

The Extended Warranty may be denied where the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, which have the following meanings:

- **Maintenance Gaps** means a situation where,

  - for all Settlement Class Vehicles <u>except</u> ones with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 18,000 kilometres/12 months, whichever is earlier, up to a mileage of 160,000 kilometres, and at a frequency of at least one every 9,000

kilometres/6 months, whichever is earlier, after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; or,

for all Settlement Class Vehicles with a Turbo GDI engine, the maintenance and oil change records indicate that oil changes have not been performed at a frequency of at least one every 12,000 kilometres or 12 months, whichever is earlier, up to a mileage of 160,000 kilometres and at a frequency of at least one every 6,000 kilometres/6 months after the Settlement Class Vehicle's mileage exceeds 160,000 kilometres; and

- based on an inspection, at Kia's expense, the physical condition of the Settlement Class Vehicle's engine shows unacceptable lacquering, varnish, or sludge (unless such lack of maintenance was due to a Qualifying Failure or Qualifying Fire, defined on pages 14 and 14).

- **KSDS Installation Neglect** has different meanings depending on the context.

  - For the purposes of determining eligibility for benefits under the Extended Warranty, KSDS Installation Neglect means the failure of a Settlement Class Member to obtain the KSDS update before experiencing an otherwise covered engine failure unless such engine failure occurs within 150 days of this Notice being issued.

  - For the purposes of determining eligibility for non-Extended Warranty benefits, KSDS Installation Neglect means the failure of a Settlement Class Member to have the KSDS update installed within 150 days of this Notice being issued. KSDS Installation Neglect will not apply where:

    - Settlement Class Members brought their Settlement Class Vehicles to an Kia-Authorized Dealer for servicing subsequent to the launch of the applicable Product Improvement Campaign or recall, but the Authorized Dealer failed to install the KSDS and documents from that time do not show that the Settlement Class Member refused the KSDS installation; or

    - Settlement Class Members made an appointment with a Kia-Authorized Dealer within 150 days of this Notice being issued to have the KSDS installed, but the appointment was cancelled by the Kia-Authorized Dealer through no fault of the Settlement Class Member.

  KSDS Installation Neglect will not bar you from obtaining benefits under the Settlement if the Qualifying Repair (defined on page 12), Qualifying Fire, or Qualifying Failure (defined on pages 14 and 14) for which you seek compensation occurred at some point before 150 days following the issuance of this Notice and before the installation of the KSDS.

You do **not** need to submit a Claim Form to receive this warranty extension under this proposed Settlement. The Extended Warranty will automatically be available to you in the event an issue arises with your Settlement Class Vehicle that is covered by this warranty. You should retain all

vehicle maintenance records. You may be required to provide records for vehicle maintenance performed after completing the KSDS update to receive repairs under the Extended Warranty.

2. Reimbursement for Past Qualifying Repairs

Unless Maintenance Gaps exist, money you spent on certain Settlement Class Vehicle repairs (Qualifying Repairs, as defined below) will be reimbursed in full, and in certain instances, you may receive additional compensation, based on the following requirements:

(a) DATE OF REPAIRS

- A Qualifying Repair must have been completed before this Notice was issued and within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or (b) 200,000 kilometres, whichever came first.

(b) TYPES OF "QUALIFYING REPAIRS"

- A Qualifying Repair is a completed repair, replacement, diagnosis, or inspection of a Settlement Class Vehicle engine performed to address documented symptoms such as hole-in-block (i.e., the connecting rod punctures a hole in the engine block), engine seizure (unrelated to a pre-existing oil consumption issue), or engine fire. Any repair, replacement, diagnosis, or inspection performed by a Kia-Authorized Dealer pursuant to any Transport Canada Recall referenced above constitutes a Qualifying Repair.

- A Qualifying Repair does not include repairs related to Maintenance Gaps or KSDS Installation Neglect, repairs unrelated to engine short block manufacturing issues, repairs where an investigation or inspection revealed an unrelated cause, or repairs related to a collision involving a Settlement Class Vehicle, unless the collision was directly caused by a Qualifying Failure or Qualifying Fire (defined on pages 14 and 14).

- 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 and Class Counsel if required.

(c) MAKE A TIMELY CLAIM

- See question 10 for how to make your Claim for this settlement benefit using the Claim Form.

Settlement Class Members are eligible for a reimbursement for past repairs even if warranty coverage was initially denied on grounds of improper service or maintenance (except in cases of Maintenance Gaps as defined on page 10), and even if the repairs were performed by an independent mechanic.

(i) Credit for Free Oil and Filter Change and Tire Rotation

Unless Maintenance Gaps exist, Claimants who were initially denied warranty coverage for a Qualifying Repair for their Settlement Class Vehicle prior to receiving the Approval Notice are

entitled to claim a credit for a free oil and filter change and tire rotation at a Kia-Authorized Dealer, valid for one year from the date it is issued. To obtain this credit, Settlement Class Members must provide the name of the Authorized Dealer that denied the in-warranty repair, and the approximate date when the Claimant presented the Settlement Class Vehicle for repair.

3. Reimbursement for Repair-Related Transportation and Towing Expenses

Money you spent on towing services will be reimbursed in full, and if a loaner vehicle was not provided to you by Kia Canada, money you spent on rental cars, ride-sharing or alternative transportation service expenses will be reimbursed up to $100 per day, if:

- your Settlement Class Vehicle does not involve Maintenance Gaps or KSDS Installation Neglect;
- the expense was reasonably related to obtaining a Qualifying Repair (as defined above) for a Settlement Class Vehicle;
- the expense was incurred no more than 15 business days before delivery of your Settlement Class Vehicle to the Authorized Dealer or mechanic for the Qualifying Repair, and up to 3 business days after you were notified that your Settlement Class Vehicle was ready to be picked up;
- you have not already been reimbursed in full for this expense; and
- you submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

4. Credit for Inconvenience Due to Past Repair Delays

If you were required to wait 60 days or more to obtain a Qualifying Repair (as defined above) from a Kia-Authorized Dealer, you may be eligible to receive a dealer credit for use at a Kia-Authorized Dealer.

You will not be eligible to receive this credit where your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, or where you have already received an equivalent or higher payment or credit from Kia or a Kia-Authorized Dealer for any delay in obtaining a Qualified Repair.

In order to receive this credit, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

5. Reimbursement for Incidentals Related to a Qualifying Failure or Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle has experienced a certain fire or failure (Qualifying Fires or Qualifying Failures, defined below), you will be reimbursed for money you spent on certain expenses reasonably related to the fire or failure, based on the following requirements:

(a) DATE OF THE QUALIFYING FAILURE OR QUALIFYING FIRE

- The Qualifying Failure or Qualifying Fire must have occurred within (a) 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use or (b) 200,000 kilometres, whichever came first.

(b) TYPES OF "QUALIFYING FAILURES"

- A Qualifying Failure is an engine seizure, engine stall, or other vehicle incident, short of an engine compartment fire, that would otherwise be addressed by a Qualifying Repair.

- An engine failure is not a Qualifying Failure if it was unrelated to the engine short block manufacturing issues, if it was due to Maintenance Gaps or KSDS Installation Neglect, or if it was due to an unrelated cause as revealed by an investigation or inspection.

- An engine failure that would otherwise be a Qualifying Failure will not qualify where documentation shows that the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether a failure constitutes a Qualifying Failure will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(c) TYPES OF "QUALIFYING FIRES"

- A Qualifying Fire is an engine compartment fire that would otherwise be addressed by a Qualifying Repair.

- An engine compartment fire is not a Qualifying Fire where the fire was unrelated to the engine short block manufacturing issues, due to Maintenance Gaps or KSDS Installation Neglect, caused by a third-party part installed on the Settlement Class Vehicle, or due to an unrelated cause as revealed by an investigation or inspection.

- An engine compartment fire that would otherwise be a Qualifying Fire will not qualify where documentation shows the Settlement Class Vehicle was involved in a moderate to severe front-end collision within 3 months prior to the otherwise Qualifying Failure, or more than 3 months prior to the otherwise Qualifying Failure and there is evidence the vehicle component(s) essential for engine operation was/were improperly or never repaired (unless the damage caused by the collision was repaired at a Kia-Authorized Dealer).

- Whether an engine compartment fire constitutes a Qualifying Fire will be determined by the Administrator through a review of the documentation submitted with your Claim, with assistance from Kia and Class Counsel if required.

(d) COVERED EXPENSES

- The following expenses will be reimbursed:
  - towing expenses (reimbursed in full);
  - if the Qualifying Failure or Qualifying Fire occurred within 240km of your nearest residence, transportation expenses on the day of the Qualifying Failure or Qualifying Fire (up to $125);
  - if the Qualifying Failure or Qualifying Fire occurred more than 240km away from your nearest residence, transportation, lodging, and meal expenses incurred as a result of the Qualifying Failure or Qualifying Fire (for a maximum of 3 days, up to $400 for the first day, $250 for the second day, and $130 for the third day).
- You will not receive compensation for these expenses if they were already reimbursed in full separately.
- You will not be reimbursed for any expense other than the ones listed above (i.e., lost wages).

(e) MAKE A TIMELY CLAIM

- See question 10 for how to make your claim for this settlement benefit using the Claim Form.

6. Reimbursement for Settlement Class Vehicles Sold/Traded-In at a Loss

Except where Maintenance Gaps exist, if your Settlement Class Vehicle experienced a Qualifying Failure or Qualifying Fire, and you sold or traded-in your Settlement Class Vehicle before this notice was issued and without obtaining the required repair, you are entitled to reimbursement of the Fair Market Value of the Settlement Class Vehicle plus a goodwill payment of $200, minus the actual amount you received from the sale or trade-in.

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the sale/trade-in, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

7. Reimbursement for Loss of Settlement Class Vehicle by a Qualifying Fire

Except in cases of Maintenance Gaps or KSDS Installation Neglect, if your Settlement Class Vehicle was deemed a total loss as a result of a Qualifying Fire that occurred within 10 or 12 years,

as applicable based on the vehicle model year, from the date of original retail delivery or the date of first use, or 200,000 kilometres, whichever comes first, you will be eligible to receive reimbursement of the Fair Market Value of the Settlement Class Vehicle, plus a goodwill payment of $200, minus any amount received for the Settlement Class Vehicle (*i.e.*, from insurance proceeds or otherwise).

The amount of compensation will be based on the Fair Market Value of your Settlement Class Vehicle on the date of the engine fire, as determined by an independent third-party source selected by the Parties, up to a maximum of the amount you paid to purchase your Settlement Class Vehicle, provided that you submit a valid Claim and make best efforts to obtain and submit documentation demonstrating that the fire originated within the engine compartment and was unrelated to any sort of collision.

To obtain this reimbursement, you must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this).

8. Trade-In Rebate Program

If, after this Notice is issued, you (a) lose faith in your Settlement Class Vehicle as a result of the allegations made in the class actions, (b) your Settlement Class Vehicle experiences a Qualifying Failure or Qualifying Fire within 10 or 12 years, as applicable based on the vehicle model year, from the date of original retail delivery or date of first use, or 200,000 kilometres, whichever comes first, (c) you sell your Settlement Class Vehicle, and (d) you purchase a replacement Kia-brand vehicle from a Kia-Authorized Dealer, you may be entitled to a rebate.

You must submit a completed Claim Form before the Claims Deadline (see question 10 for how to do this) to be entitled to any rebate. The rebate will be calculated by determining the difference between the actual trade-in or sale amount received and the Fair Market Value of the Settlement Class Vehicle at the time of the relevant Product Improvement Campaign launch for your Settlement Class Vehicle, up to the following maximum amounts based on the model year of the Settlement Class Vehicle traded in: for model year 2010-2012 Settlement Class Vehicles, $3,000; for model year 2013-2014 Settlement Class Vehicles, $2,500; for model year 2015-2016 Settlement Class Vehicles, $2,000; and for model year 2017-2021 Settlement Class Vehicles, $1,500.

You will not be entitled to this rebate if your Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect.

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 **February 2, 2027**, you may make a Claim by doing the following:

1) fill out the Claim Form (paper or online) available on the settlement website (www.kiacanada-e2settlement.ca) or by reaching out to the Administrator by phone (1-888-808-2443) or by email (support@kiacanada-E2settlement.ca);

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.kiacanada-e2settlement.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 approving the Settlement has 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.kiacanada-e2settlement.ca.

The proposed Settlement must be approved by the Court to become effective. The Settlement Approval Hearing will take place on **February 2, 2027, at 10 AM ET** via videoconference.

See question 22 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.kiacanada-e2settlement.ca**.

You may continue to check on the progress of the proposed Settlement by visiting the settlement website **www.kiacanada-e2settlement.ca** or by reaching out to the Administrator at **1-888-808-2443** or **support@kiacanada-E2settlement.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 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 forty-five (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 and 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.kiacanada-e2settlement.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 10 of the Settlement Agreement (available at **www.kiacanada-e2settlement.ca**) or you can contact Class Counsel:

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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 January 20, 2027.

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 January 20, 2027. The Opt-Out Form is available at www.kiacanada-e2settlement.ca or by phoning or emailing the Administrator at 1-888-808-2443 or support@kiacanada-E2settlement.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 **January 20, 2027**.

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 all Settlement Class Members are listed below.

For Canada (excluding Québec):	For Québec:
STROSBERG WINGFIELD SASSO LLP 1561 Ouelette Ave Windsor, ON N8X 1K5 Telephone: 1-800-229-5323 Email: hyundai.kia@swslitigation.com **McKENZIE LAKE LAWYERS LLP** 1800-140 Fullarton St London, ON N6A 5P2 Telephone: 1-844-672-5666 Email: hyundaikia@mckenzielake.com **DUSEVIC & GARCHA** 210-4603 Kingsway Burnaby, BC V5H 4M4 Telephone: 1-844-878-0444 Email: hyundaikia@dusevicgarchalaw.ca	**MERCHANT LAW GROUP LLP** T500-3055 St-Martin Blvd W Laval, QC H7T 0J3 Telephone: (514) 536-3330 Email: hyundaikia@merchantlaw.com

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 (Counsel Fees). It will be up to the Court to approve or determine the amount that the Defendants will be ordered to pay for Counsel Fees. 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 Counsel Fees by visiting **www.kiacanada-e2settlement.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 COUNSEL FEES

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

20. How do I tell the Court if I do not like the proposed Settlement and/or the 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 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 Engine II Settlement Administrator, P.O. Box 3355, London, ON, N6A 4K3) or email (support@kiacanada-E2settlement.ca), on or before January 20, 2027. 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 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 Counsel Fees request?

The Settlement Approval Hearing will take place on **February 2, 2027, at 10 AM ET**, before the Ontario Superior Court of Justice, via videoconference. When available, a Zoom link for virtual attendance at the Settlement Approval Hearing will be posted on www.kiacanada-e2settlement.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 people 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.kiacanada-e2settlement.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 warranty described above in section 9.1 (unless the Settlement Class Vehicle involves Maintenance Gaps or KSDS Installation Neglect, defined in section 9.1(iii)), 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 a Settlement Agreement, which you can view at **www.kiacanada-e2settlement.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 adviser 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.kiacanada-e2settlement.ca**, by phoning the Administrator (1-888-808-2443), or by emailing the Administrator (support@kiacanada-E2settlement.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.kiacanada-e2settlement.ca**, by phoning the Administrator (1-888-808-2443), or by emailing the Administrator (support@kiacanada-E2settlement.ca). You may also contact Class Counsel directly at the contact information listed under question 18.